TPWODL

TP WESTERN ODISHA DISTRIBUTION LIMITED
(A Tata Power & Odisha Govt. Joint venture)
Corporate Office, Burla-768017

OPEN TENDER NOTIFICATION

FOR

Performance based Operation and Maintenance contract for 33KV Grids & Feeders

Tender Enquiry No.: TPCODM/AO/O/W050

Due Date for Bid Submission: 15.04.2021, 15:00 Hrs.

TP WESTERN ODISHA DISTRIBUTION LIMITED
(A TATA Power and Odisha Government Joint Venture)
Procurement & Stores Department,
Corporate Office, Burla-768017

Procedure to Participate in E-Tender

Tender Enquiry No- TPCODM/AO/O/W050

Tender Enquiry No	Work Description	Estimated Cost/ EMD (₹)	Tender Participation Fee (₹)	Last Date and Time for payment of Tender Participation Fee
TPCODM/ AO/O/W05 0	Performance based Operation and Maintenance contract for 33KV Grids & Feeders for 3YEARS	46.45 CR/ 5 Lakh	5000	01.04.2021, 15.00 Hrs

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

Procedure to Participate in Tender.

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

1.
   a. **For Regular Bidders**- Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of

   Direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference number –

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

   b. **For MSME Category Bidders**- Bidders from MSME category are exempted for payment of tender fee. Interested MSME bidders are required to submit undertaking with valid registration certificate before last date and time of tender purchase.

2. **Authorization letter**- Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating
   a. Tender Enquiry number
   b. Name of authorized person
   c. Contact number
   d. e-mail id
   e. Details of submission of Tender Participation Fee
   f. GST Registration No

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E-mail with necessary attachment of 1 and 2 above shall be sent to amey.oak@tatapower.com and pradosh.moharana@tpwesternodisha.com before last date and time for payment of Tender Participation Fee.

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

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

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

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

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

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

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Tender Documents

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1.0 Event Information

1.1. Scope of work

Open Tenders are invited from interested Bidders entering into a Contract valid for 3 years for the following:

S. No.	Description	Estimated Cost / EMD (₹)	Tender Fee* (₹)
1.	Performance based Operation and Maintenance contract for 33KV Grids & Feeders 3years	46.45 CR/ 5Lakh	5,000

**inclusive of GST*

1.2. Availability of Tender Documents

Refer "Procedure for participating in tender".

Bidders are requested to visit TPWODL website www.tpwesternodisha.com regularly for any modification/ clarification to the bid documents.

1.3. Calendar of Events

(a)	Date of sale/ availability of tender documents from TPC Website	From 25th March 2021 onwards
(b)	Date by which interested and eligible vendors to pay tender fee and confirm participation in accordance with "Procedure /for participating in tender"	1st April 2021; 1500 Hrs.
(c)	Date & Time of Pre-Bid Meeting (If any)	Will be communicated later
(d)	Last Date of receipt of pre-bid queries, if any	5th April 2021; 1500 Hours
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	9th April 2021
(f)	Last date and time of receipt of Bids	15th April 2021 up to 1500 Hours
(g)	Date & Time of opening technical bids & EMD (Envelope-1 & 2)	Participating Bidders will get mail intimation from TPWODL E-Tender system (Ariba) when their Technical Bids are opened. Refer Section 4.2 for details
(h)	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 last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPWODL's office, the last date of submission of bids and date of opening of bids will be the day following working day at appointed times. In the event of extension of last date of submission of bids, same shall be intimated to the participating bidders through e-tender system.

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1.4 Mandatory documents required along with the Bid

1.4.1 EMD of requisite value and validity
1.4.2 Tender Fee in case the tender is downloaded from website
1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
1.4.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
1.4.8 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

1.5. Deviation from Tender

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

1.6. Right of Acceptance/Rejection

Bids are liable for rejection in absence of following documents:

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

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

1.7 Qualification Criteria

a) The bidder should have an average annual turnover of Rs. 10 Cr in last 3 financial years. Copy of audited P&L Account to be submitted in this regard.

b) Bidder should have executed maintenance / installation of 11kV or Higher Voltage Grid substation in any utility for cumulative value of 10 Cr. Copy of work order & completion certificate to be submitted in this regard.

c) Bidder should have Performance Certificates for at least two years satisfactory performance from minimum 1 reputed utility for maintenance / installation of 11kV or Higher Voltage.

d) Bidder must have all Statutory Compliance like Valid PAN, ESI registration, EPF registration & GSTN Registration

e) The bidder should have a valid Electrical License issued by Odisha Govt. for doing the electrical works in Odisha (Bidder must submit the copy of license in this regard). In case of Joint Venture, any partner should have valid Electrical License. In case bidder is not having this License, Bidder shall submit an undertaking that in case they are the successful bidder, same shall be obtained by them before execution of contract.

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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.

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on the overall lowest cost for each circle (Line Items Wise) as calculated in Schedule of Items [Annexure I].
- The Contract shall be awarded to L1 Bidder circle wise, the maximum circle can be allotted per BA shall be limited to 2 .The decision on 'number of circle awarded to a particular bidder' as well as 'allocation of a circle to a corresponding bidder' shall be taken based on the best cost optimized option available with TPWODL
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, TPWODL may reject the bids.
- The bids will be evaluated on Safety Parameters as mentioned in Annexure-VIII. Bidders have to submit all the documents related to safety bid.

NOTE: *In case a new bidder is not registered with TPWODL, TPWODL will access the bidder's capabilities & capacity, to successfully execute the work covered under the scope of work within stipulated completion period. This assessment shall inter-alia include document verification, bidder facilities visit, training, safety and HR policies, manpower and financial resources, details of quality systems, past experiences and performance, feedback form client etc. Based on that the tender will be evaluated further. TPWODL shall be the sole judge in this regard*

In case a bidder is found as Disqualified in this evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPWODL shall be final and binding on the bidder in this regard.

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

3.0 Submission of Bid Documents

3.1 Bid Submission

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

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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).

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.

Bids shall be submitted in 4 (four) parts:

FIRST PART: "EMD" of Rs. 5,00,000/- (Rs. Five Lakh) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee favoring 'TP WESTERN ODISHA DISTRIBUTION LIMITED' payable at Burla. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted by TPWODL and the bid as submitted shall be liable for rejection.

EMD shall be strictly in the format of Bank Guarantee and Original Hard Copy shall be delivered at the following address in Envelope clearly indicating Tender Reference Number, Name of Tender and Bidder Name. Please note as return of EMD from Bank Account is non-standard practice the same may take more time than return of EMD BG.**Chief (Procurement & Stores)**
TP WESTERN ODISHA DISTRIBUTION LIMITED
Corporate Office, Burla-768017

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

a) Documentary evidence in support of qualifying criteria
b) Technical literature/GTP/Type test report etc. (if applicable)
c) Qualified manpower (if available)
d) Testing facilities (if applicable)
e) No Deviation Certificate as per the Annexure III – Schedule of Deviations
f) Acceptance to Commercial Terms and Conditions viz. Delivery schedule/period, payment terms
g) etc. as per the Annexure IV – Schedule of Commercial Specifications.
h) 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 (Safety Bid): Bidder shall mention the details as required in the safety bid form (As mentioned in annexure- IX). Bidder also has to submit the relevant documents for the same as required by TPWODL.

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

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

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

EMD

"Performance based Operation and Maintenance contract for 33KV Grids & Feeders 3years"

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 Tata Power E-Tender system (Ariba).

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

Communication Details:

Package Owner:

1) Name: Pradosh Kumar Moharana
   e-mail ID: pradosh.moharana@tpwesternodisha.com
2) Name : Amey Oak
   e-mail ID: amey.oak@tatapower.com

Chief-Contracts and Store:

Name: Mr. Harish Sharma
E-Mail ID: harish.sharma@tpwesternodisha.com

3.3 Bid Prices

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

Applicable GST to be specified clearly.

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

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3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.4 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.

RC Validity: - The validity of this rate contract shall be 3 year from the date of issuance.

3.5 Altenative 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.

3.6 Modifications and Withdrawal of Bids

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

3.7 Earnest Money Deposit (EMD)

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

The EMD shall be forfeited in case:

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

Or

b) The successful Bidder does not
   a) accept the Purchase Order, or
   b) furnish the required Performance Security Bank Guarantee

3.8 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

The bids shall be opened internally by TPWODL. 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, technical bids of bidders who have submitted EMD shall be opened. Participating Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Technical Bids are opened.

4.3. Preliminary Examination of Bids/Responsiveness

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

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

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

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

4.4. Techno Commercial Clarifications

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

4.5. Price Bid Opening

Price Bid of only Technically and / or Safety Qualitied Bidders shall be considered and open internally by TPC. Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Price Bids are opened. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPC without any further correspondence in this regard.

4.6. Reverse Auctions

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

5 Award Decision

TPWODL will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 3.2 above. The decision to place purchase order/LOI solely depends on TPWODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPWODL may deem relevant.

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

In case any supplier/bidder 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.

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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.

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.

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. Scope of Work and SLA (Annexure VII)
5. Technical Specifications (Annexure II)
6. Acceptance Form for Participation in Reverse Auction (Annexure VI)
7. General Conditions of Contract (Annexure VIII)

7 Post Award Contract Administration

7.1. Special Conditions of Contract

- The overall period of the contract shall be for a period of 3 years, however initially the contract shall be placed for one year only. TPWODL reserves the right to extend the contract on a year to year basis for a period of further 2 years as per the agreed rates & terms & conditions.
- Rate shall remain FIRM till the validity of Rate Contract.
- The mobilization time shall be 1month from date of award of contract.
- TPWODL appreciates and welcomes the engagement/employment of persons from SC/ ST community or any other deprived section of society by their BAs.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPWODL. However in case of delay in work execution owing to reasons not attributable to TPWODL, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPWODL.
- All the terms and conditions of TPWODL GCC shall be applicable.

7.2 Drawing Submission and Approval

NA

7.3 Delivery Timelines

As per annexure-VII

7.4 Warranty Period

NA

7.5 Payment Terms

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

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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 X for more information.

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

cecounsellor@tatapower.com

8 Specification and standards

As per Annexure VII

9 General Condition of Contract

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

10 Safety

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

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ANNEXURE I

Schedule for Items

S. No	Circle	Item Description	Qty	UoM	Price for Year I(₹)			Price for Year II(₹)			Price for Year III(₹)			Total
					Unit Price	GST	All incl. Unit Price A	Unit Price	GST	All incl. Unit Price B	Unit Price	GST	All incl. Unit Price C	Cost for 3Year (A+B+C) *Qty
1	Rourkela	AMC Charges	12	Month										
		Operation Charges	57	Per PSS										
2	Bargarh	AMC Charges	12	Month										
		Operation Charges	43	Per PSS										
3	Sambalpur	AMC Charges	12	Month										
		Operation Charges	71	Per PSS										
4	Bolangir	AMC Charges	12	Month										
		Operation Charges	61	Per PSS										
5	Kakahandi	AMC Charges	12	Month										
		Operation Charges	56	Per PSS										
Others as and when required at site and shall be payable as per actual quantity executed														
6	All	Crane charges with helper (ACE FX150,Escorts F-15)	365	Per Day										
7	All	Bolero pickup with driver & avg running 3000KM/month	2	Per Month										
8	All	Bolero with driver & avg running 3000KM/month	2	Per Month										
9	All	Tata 709 with driver & labour(4) for transporation of material with Avg running 150KM/Day	365	Per Day										
10	All	Helper	40	Per Month										
11	All	Lineman/Technician	40	Per Month										

NOTE:

1. The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. It is mandatory to quote for all circle & activity .Failing to do so, bids are liable for rejection.
2. The overall period of the contract shall be for a period of 3 years, however initially the contract shall be placed for 1Year only. TPWODL reserves the right to extend the contract on a year to year basis for a period of further 2 years as per the agreed rates based on the performance of BA.
3. The bids will be evaluated commercially on the overall lowest cost for each circle.
4. The Contract shall be awarded to L1 Bidder circle wise, the maximum circle can be allotted per BA shall be limited to 2 .The decision on 'number of circle awarded to a particular bidder' as well as 'allocation of a circle to a corresponding bidder' shall be taken based on the best cost optimized option available with TPWODL.The bidder must fill each and every column of the above format. Mentioning "extra/inclusive" in any of the column may lead for rejection of the price bid.
5. No cutting/ overwriting in the prices is permissible.
6. BA shall be deemed to have visited the site of the work under the order and ascertained thereof all site conditions and information pertaining to his work. TPWODL shall not accept any claim whatsoever arising out of the difficult site / terrain / local conditions/non-understanding or less understanding of scope of work, if any after award of contract.

Signature & Seal of the Bidder

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ANNEXURE II

Technical Specifications

As per Scope of Work & SLA.

ANNEXURE III

Schedule of Deviations

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

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

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

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

Seal of the Bidder:

Signature:

Name:

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ANNEXURE IV

Schedule of Commercial Specifications

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

S. No.	Particulars	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	--------- %
1c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days) (From the date of opening of bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

Seal of the Bidder:

Signature:

Name:

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ANNEXURE V

Checklist of all the documents to be submitted with the Bid

Bidder has to mandatorily fill in the checklist mentioned below:

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

Seal of the Bidder:

Signature:

Name:

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ANNEXURE VI

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder)

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

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

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

Signature & Seal of the Bidder

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ANNEXURE- VII

SCOPE OF WORK/ Service Level Agreement

TP Western Odisha Distribution Limited (TPWODL) is a joint venture between Tata Power and the Government of Odisha with the majority stake being held by Tata Power Company. TPWODL serves a population of 88 lacs with Customer Base of 20 lacs and a vast Distribution Area of 48,000 sq km.

Operation Structure

Circle	Division	Sub Division	Sections	Fuse Call Centre
5	17	57	202	949

Scope includes both parts A & B :

A.Maintenance

Maintenance of all 33 kV/ 11 kV PSS including all associated equipment, control room, battery, earthing, protection etc and future addition of PSS. Maintenance of 33 kV lines and additional lines to be added in network (future)- including all associated electrical equipment , pole, conductor, cable, earthing, insulator, hardware, civil works, painting, transportation of equipment, protection, and whatever required by TPWODL (as per maintenance & testing practice).

Providing of testing crew with all required testing instrument / tools to cater to need of the preventive maintenance (testing schedule) and emergency requirement.

Submission of maintenance and testing reports in prescribed format.

33KV feeders , or for all the Primary Sub Station / feeder **not** mentioned in the above list , but are physically present at site. For the lines/ cables / PSS NOT mentioned in above list, details of the same shall be obtained from concerned engineer-in-charge. During the contract period, for the above mentioned scope of the work to be carried out on all the PSS or 33 kV Lines / Cables. Further, BA resources (manpower and vehicles) can be used at other locations during exigency as per the directions by Head of department / concerned Engineer-in-charge.

B.Operation

Operation – Operation, Monitoring and Control of GRID station round the clock (in all 3 shifts) , including issuing of Permit to Work (PTW), logging, tripping record, check list, analysis, monthly MIS report and whatever required by TPWODL(as per operational requirement)

BA shall quote for both the scope mentioned above (A & B). BA shall follow all the TPWODL Safety standard and practices.

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(A) MAINTENANCE OF 33 KV FEEDERS AND PSS (Primary Substation)

Maintenance of 33KV Feeders

A. Routine Inspection

Shall be carried out by the trained patroller as per the directions of respective engineer-in-charge

1. Thermo vision scanning to be carried out on periodic basis or on the instruction of Division in charge (without outage)
2. To measure IR value of the line section(during outage) and carry out repairs under guidance of Division in charge
3. Inspection-General condition of Towers, Poles, Gantry, structures, insulators, hardware, conductors, earthing systems, vibration dampers and guard wire,
4. Conditions of Foundations.
5. Tower / pole accessories viz. Name plate, No plate, Danger board, Phase plate, Anti climbing device
6. Theft if any of tower, tower bracings, conductor or parts thereof.
7. Identification of unauthorized construction under/near the line.
8. Sagging of line conductors / Guard wire.
9. Tower/ Pole grounds viz. broken or stolen.
10. Status of Earth, Stay wires (Cradle Guarding).
11. Condition of cable terminations
12. Condition of Surge Voltage Limiters / Cable earths
13. Condition of cable cleats
14. Condition of cable route markers
15. Any other action required for smooth functioning of transmission feeders

B. Inspection Under Breakdown Condition

Shall be carried out by the patroller as per directions of respective engineer-in-charge to identify the reason of tripping/breakdown.

1. When any 33KV feeder trips and trial reclosing is successful.
2. When any 33KV feeder trips and tests faulty.

C. Detailed Inspection

Shall be carried out by the patroller as per directions of respective engineer-in-charge

1. Outage to be availed and conductor and hardware to be closely inspected for any deterioration, which could lead to tripping/breakdown in future.
2. Line/Equipment inspection visually without availing outage of the feeder with the help of high precision binocular or any other advance technology.

   The installation shall be inspected in accordance with the documented check list provided by TPWODL. The inspection shall be done by patroller specially trained for transmission line inspection job. Reason for tripping to be provided within two days of occurrence and detailed report should be submitted within seven days of the occurrence.

D. Maintenance Activities

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1. Replacement of damaged poles/assistance for erecting structures during the breakdown. For towers, separate order will be placed. However, feeder will be restored by installing rail/joist poles.
2. Attending to hotspots / replacement of joints
3. Replacement of corroded, cracked, flashed insulators (Disc/Pin).
4. Replacement of PG clamps by compression type, loop / wedge connectors.
5. Repairs and re-tensioning of conductors, G.I. Earth wire, providing of guard laces, stay wires. repairs to the earthing of the poles.
6. Repairs to structure stays/members.
7. Any small work like painting , pole concreting , small civil works and any other emergency requirement etc. shall be done by BA at the extra cost under the approval from TPWODL official.
8. In future, after starting of the site work if is felt that any additional manpower or vehicle is required, it has to be provided BA with the same approved unit rate, with approval from TPWODL official. Payment for such thing shall be done at extra.
9. Repairs to structure footings/ stub (only minor cases).Material will be provided by TPWODL.
10. Installation of bird flappers/other measures for reducing/eliminating transient faults (bird guards, spikes, broom type).
11. Placing of the spacers on 11 kV lines , to reduce repeat tripping, as per guidance of Division in charge (under outage condition
12. Installation of lightning spikes , in places , where the chances of lightning is very high, as per guidance of Division In charge (under outage condition).
13. Repairs to structure grounds as per IS specifications (only Minor cases).
14. Trimming (off Line) of trees under/near the feeders on regular basis.
15. Providing and replacement of cradle guard as per the guidance of divisional in-charge.(off Line)
16. Fabrication and fixing of missing tower member including tag welding up-to bottom cross arm.
17. Pressure test of cables
18. Transportation of tower, poles, cable/cable drum, conductor and all other materials required to attend breakdowns and preventive maintenance.
19. Replacement of barbed wire / anti-climbing devices of structures/ towers.
20. Painting of poles / towers as per the condition of the structures. Paint shall be supplied by TPWODL.
21. Treatment of structure footings (frequency as fixed by TPWODL)
22. Maintaining structure grounds
23. Installation of danger boards on rail poles, tower Feeders, PCC poles
24. Installation of cable route markers (Route Markers will be supplied by TPWODL)
25. Writing nomenclature of feeder, numbering/labelling of line structures (by using stencils) as per TPWODL standard.
26. Normalising the tilted poles under the guidance from divisional in charge.
27. Erection of mid pole to reduce sag and stringing of conductor as per instruction of divisional in-charge.

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28. BA shall provide certified cable jointer for 33 kV cable at each circle for attending to cable failure, termination failure etc.
29. Providing assistance and extending support for attending breakdowns of Equipment / overhead and underground feeders not covered in AMC for speedy restoration.

Special Focus for year 2021-22

- Tree Trimming

  Pruning of trees/branches with motorised saw (shall be provided by TPWODL) to clear the arcing zone of the conductor. Aggressive one time tree trimming would be arranged by BA by providing teams with vehicle in each circle right in the beginning as per Engineer in charge direction. The trees will be trimmed as per governing law / standards in such a way that the ROW remains clear for at least one year.

- Monitoring of Hot Spots / Replacement of joints

  Providing assistance in identification of Hot spots at dead- end connections, clamps, PG clamps, Loop Connectors, Repair Sleeves and Mid-Span joints on the feeder. In case if it is observed that there is increase in hot spots, BA will provide extra resources/ vehicle to tackle the situation.

- Identification / Replacement of weak insulators

  Providing assistance in identification of weak/flashed insulator and timely replacement of the same to avoid breakdowns. The insulators will be replaced by polymer insulators. Physical inspection / inspection through ultrasonic detectors (to be provided by TPWODL) shall be used to identify weak insulators.

- Strengthening of earthing system

  Providing assistance in identification of tower/poles without earthing. Identification of locations where guard wires/cradle guards are required. The details would be sent to engineer-in-charge for needful action after the inspections are effected.

- Ensuring Vertical and Lateral Clearances

  Providing assistance in identification of locations where there are Vertical / lateral clearance issues exists. The list would be forwarded to engineer-in-charge for needful action after the inspections are effected.

E. Reporting:

1. To submit check list of line patrolling (Weekly Basis).
2. To prepare action plan including material requirement for rectification of defects observed during patrolling.
3. To execute the above action plan in time and submit report (Fortnightly).
4. To submit inspection report for Feeders tripped on fault within 3 days of occurrence.

2. Upkeep of 33/11KV Primary Substations:

BA shall arrange to clean the existing 33/11KV substations in urban and rural areas by deploying part time cleaner. The work of cleaning would include;

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- Cleaning of control panels, breaker(GIS –which is accessible even during live condition), battery and other rooms within the substation building including mopping of floor
- Cleaning of restroom and washroom.
- Cleaning of open area, building roof and road (excluding vegetation/bushes/grass removal)

Maintenance of 33/11KV Primary Substations:

a. Inspection, Preventive and Predictive maintenance of all equipment installed in Primary Substation S/S as per the schedule and check list provided by respective engineer in-charge to ensure optimum performance.
b. BA shall carry out GRID AUDIT – Testing of all the equipment as prescribed by Head – Protection (Equipment tests, relay test), as per frequency set by Head – Protection. BA shall submit all the test results in prescribed format for approval by Head- Protection and Head – STS.
c. Identification of hotspots / weak points / defects by visual inspection and their rectification by replacing clamps / connectors or replacement of jumpers / other actions.
d. Attending to equipment breakdowns and restoration of equipment by taking required action as per the directions of respective engineer-in-charge.
e. To arrange generator of appropriate size for feeding battery chargers and lighting system in case of prolonged supply failure or failure of station transformer, AC distribution board, HT or LT cable etc. 3 phase supply, in such case must be made available within 6 hours from the time of failure is reported as per the directions by respective engineer-in-charge.
f. Replacement of failed equipment (except Power Transformer) including modification of mounting structure as per instruction from respective engineer-in-charge.
g. Inspection, maintenance, and restoration of switchyard, control room, switch gear room and other building lights.
h. In case of requirement, service support for maintenance/cleaning of solar plants, Removal of vegetation and tree trimming around solar panels to maintain desire PLF.
i. Transportation of materials/equipment including loading /unloading with the help of chain-pulley block for attending preventive or breakdown maintenance Charges for crane, if used, will be paid as per scheduled rates
j. BA shall ensure that they have a suitable supervisor who can fill up / top up SF6 gas in the 33 kV and 11 kV breakers and GIS inside the substation as and when required , as directed by officer-in-charge. The requisite material i.e. SF6 gas cylinder and gas filling kit with fittings will be provided TPWODL.
k. Monitoring of SF6 gas pressure shall be carried out by BA and check for any gas leakage and ensure timely filling up of SF6 gas and ensure the healthiness of breaker.
l. Painting of equipment / mounting structures manually or with the help of air compressor (Service part). Paint will be provided by TPWODL.
m. All works involving welding and gas cutting etc. Preparation of frame for mounting of transformer cooling fans,
n. Replacement of defective power and control cables as envisaged by respective engineer in-charge for smooth functioning of Primary Substation sub-station (service part only).
o. In case of requirement, service support for maintenance/cleaning of solar plants, Removal of vegetation and tree trimming around solar panels to maintain desire PLF.
p. Removal of vegetation from switchyard and open space. Removal of vegetation from switchyard shall be done continuously but under the supervision of respective engineer-in-charge. Vegetation removal from open space shall be done four times a year and as and when required under the guidance of divisional in- charge i.e. before and after monsoon as per the direction of engineer-in-charge (separate man power shall be deployed for this work). Removal of dry vegetation from Primary Substation shall also be arranged by BA.

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q. Segregation of scrap material and spare material to be tag and mark at respective location as per the guidance of Divisional in-charge.
r. Writing of nomenclatures at Primary Substation Sub-Station for implementation of 5S as per TPWODL standards (Paints shall be supplied by TPWODL).
s. Pre monsoon maintenance of Primary Substation sub-stations i.e. cleaning of building roofs, storm water drains, sump pumps, cleaning of power and control cable trenches, checking equipment doors for proper closing of doors etc. BA must ensure that all multi-core cables to be connected through proper gland only during planned maintenance.
t. Making arrangements for dewatering of power and control cable trenches in case of water logging / excess rainfall (Pump along with sufficient fuel will be provided by BA).
u. Transformer Oil Filtration shall be in TPWODL scope and oil filtration shall be done as and when required based on site requirement.
v. Providing power cable jointing services with 2 years guarantee for the jointing services provided. The joint kit to be provided by TPWODL.
w. Maintenance of Fire sand buckets and top up of sand whenever required or as per guidance of divisional manager, at PSS.
x. Providing foldable FRP ladders for carrying out work at height, at least 2 nos of FRP ladders per section shall always be available.
y. To carry out transformer oil testing at governmental (having NABL accreditation) laboratory , as per the direction from TPWODL.
z. BA shall carry out maintenance of air conditioning system, wherever applicable (wherever ac system is installed). The officer-in-charge will give requirement of air condition system maintenance to the BA. Material cost (cost of the gas topped up etc) will be paid separately , after due approval from Divisional Manager. The details of the defects reported, maintenance work carried out, actual material utilized – details to be submitted to divisional manager. Reports of such maintenance shall be shared on monthly basis, which will be reviewed by Circle Heads.
aa. BA shall carry out maintenance of doors, windows and minor civil related repairs. The defects will be raised by concerned officer-in-charge. BA has to maintain list of all such defects, work carried out, and material consumed. After due approval from Divisional Manager- material cost will be paid separately. Reports of such maintenance shall be shared on monthly basis, which will be reviewed by Circle Heads.

4. Cleaning of 33/11KV Substations

a. Cleaning of substation building, mopping of floor
b. Cleaning of roof
c. Cleaning of the road
d. Removal of grass / bushes
e. Cleaning of substation trenches
f. Uprooting of grass / bushes from switchyard.
g. Making the provision for collection of garbage and dust and disposal of same.

BA shall provide all necessary materials for cleaning of substations. **BA shall provide all the necessary consumables required for carrying out maintenance / operational activities.(like cotton gloves, cotton cloths for cleaning, Electrical Tape, Grease, thinner, CRC Electrical Contact Cleaner-dry & liquid, cable ties, control cable thimbles, Putty etc).No extra charges shall be paid for the same.**

(B) OPERATION OF PSS – 33 KV / 11 KV SUBSTATION

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A. OPERATIONAL ASSISTANCE RELATING TO THE OPERATION OF THE ELECTRICAL SUB-STATIONS:

i. All operations are to be carried out correctly and accurately and are to be recorded in the Logbook.

ii. Shall prepare daily reports in the prescribed format and submit the same to Inspecting Officer as will be specified from time to time. TPWODL shall provide the reporting format.

iii. Shall be alert and attend to all operation and event promptly without any delay.

iv. Recording of the readings at periodical intervals including Feeder Metering Points as specified by Officer-in charge of Sub-station and maintain them in the log book. All log sheets and registers should be signed with name by the concerned person on duty deployed by the Service Provider in every shift.

v. Recording all tripping of Breakers and other events that occur in the order of sequence with the time of occurrence correctly and record them in log-book.

vi. Up-dating of interruption registers, Telephone Call Register, Data Book, Battery Register, Register of Inspection of Jumpers. Apart from the above, the Service Provider shall carry out the routine checks during the Contract period daily.

vii. Shall follow strictly operating instructions given by Officer-in charge (Inspecting Officer) to carry out the operations like charging CBs circuit breakers and other equipment, issue of PTW to authorized person etc. and follow the SOP (Standard Operating Procedure) during PERMIT TO WORK ,

viii. Must attend to all emergencies that may arise during the contract period such as equipment failures, fire accidents etc., shall get acquainted with all the operations such as isolating transformers and other equipment etc.,

ix. Services to be provided 24 hours x 7 days basis for the entire period as per Engineer

x. Shall attend to all telephone calls and issue receipt message promptly

xi. Must observe all safety precautions as envisaged in the CEA (Measures relating to safety & electricity supply) Regulations, 2011 & observe all applicable regulations regarding safety at site and ensure safety to man and material and the equipment during the contract period.

xii. Shall be held responsible for the equipment and other materials kept at the Switchyard & Control room area.

xiii. Shall be held responsible for any damages that occur due to defective/ improper operation of equipment as well as non-implementation of right operation of the equipment and shall be made responsible for the loss occurred by TPWODL.

xiv. **Nowhere a single person (technical) shall be allowed to work on any electrical apparatus/line in a shift. He should always be assisted by at least 01(one) person (non-technical) while on work in a shift.**

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B. TRANSFORMERS:

1. Logging & reporting of oil level & leakages & recording temperatures of oil and winding.
2. Reporting un-usual internal noises.
3. Reporting relief diaphragm for cracks.
4. Reporting status of HG-Fuses and Section Fuses of Station Transformer for replacement by TPWODL.
5. Reporting the condition of silica gel and record in the Log Book.
6. Shall record hourly readings of temperature of oil and winding in the log book.
7. Reporting for Release of gas from Buchholtz relay during its operation.

C. 33/11 KV BREAKERS:

Reporting of healthiness of trip circuits, SF-6 Gas pressure, pneumatic and hydraulic pressures and oil leakage, if any, and other works specified by the Officer of TPWODL.

D. SWITCH YARD:

Checking of the Yard at hourly intervals and note down & report unusual observations, defects, sparks, loose contracts, red hot spots, jumpers, abnormalities detected in the equipment and loose bolts & nuts etc., and informing the concerned officers of TPWODL.

E. BATTERIES:

1. Logging of specific gravity and voltage of pilot cells daily during morning shift and for all cells weekly once & observation shall be recorded in the log book.
2. Logging/Checking of DC Earth leakage, physical condition of connectors and top up distilled water when required.

F. EARTHPITS:

All the earth pits are to be watered daily.

G. GENERAL VISUAL CHECKS FOR TAKING OF MAINTENANCE WORKS :

To be carried out in each shift, as per operating instructions given by the Inspecting Officer and as per the Check List

The Service Provider shall ensure that the following checklist of work has been duly performed by the personnel engaged by them

CHECK LIST

1. Logging of 33/11 KV Bus Voltages, frequency, energy of Station load & feeder load & shutdown due to breakdown and maintenance.
2. Check healthy trip of all the breakers
3. Check & record battery voltages, DC leakage, charger conditions, Switch off the charger and note battery voltage
4. Check whether the battery is in Boost or Trickle charge condition
5. Check the communication facility like mobile, chargers and land line telephones.
6. Check the annunciation panels. Press the lamp test and report the failure of lamps to the Inspecting Officer.
7. Check the load and amperage in all phases on each feeder & to be recorded in the log sheet.
8. Check the Power Transformers physically. Note the oil level and winding temperatures, load and tap position, cooling fans condition and oil level in the conservator, tap changer diverter switch, Bushings and dehydrating breather.

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9. Check the entire yard for any unusual sounds.
10. During night shift, check for sparking at joints/ jumpers,hot spot if any.
11. Check the Gas pressure in SF6 Circuit Breakers if any & record in the log sheet.
12. Check for any sparking or flashover marks at the earth pit connections and intimate the Inspecting Officer.
13. Ensure proper watering of EARTH-PITs.
14. Check whether all the energy meters of the feeders are working or not, report to OFFICER-IN-CHARGE on any defect noticed.
15. Activate protection whenever PTW is issued on any feeder/transformer besides ensuring hand tripping
16. Check the fire fighting appliances availability at assigned locations
17. If any relay is not reseting, inform the OFFICER-IN-CHARGE.
18. Note down the OLTC Counter maintain the same in register/ log book.
19. Whenever a feeder tripping occurs, contact the other end station and note down the Relay indicators.
20. Cleaning of Control Room Equipment & Switchyard.

Note: 1. Remark if any may be suggested by the Service Provider for initiate action by TPWODL.

2. After completion of One Month, aforesaid check list of work duly filled up with mentioning complied/non-complied and to be submitted along with the Invoice for releasing the payment.

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H. Any other minor works as per scope of work allotted by the OFFICER-IN-CHARGE of TPWODL at site.

I. Shall report to the OFFICER-IN-CHARGE of TPWODL on occurrences of all Breakdowns and defects observed.

J. Surroundings of the Control Room should be kept clean daily and small flowering plants may be planted around the control room to have better landscape.

K. The Service Provider shall strictly follow or adhere to the Standard Operating Procedure of TPWODL during shut down & PTW. The Service Provider shall note that in case of carrying out the work in the vicinity of equipment in service, care must be taken to avoid any accidents. If any work is to be done on any of the equipment, the Service Provider/ his representative & employees/workers shall ensure that such works will be carried out only after taking proper PTW. **It may clearly be noted that in no case, TPWODL will be held responsible for any accidents that may occur and liable for any compensation to be paid arising out of accidents.**

L. Technical & Non-Technical staff to carry out the AMC works should be as per CEA Regulations & Safety Rules

M. Maintenance of Grid equipment's may be carried out by operation staff along with AMC team or alone as per engineer in charge instructions.

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ANNEXURE-2

Performance Measurement Criteria:

The performance measurement system will have the details as given below. The total marks for the performance in one month will be 100. Following will be the performance based criteria for the AMC. For Initial 2months there shall be no deduction of payment on performance measure subjected to BA has meet & maintain all contract requirements.

I) Safety Aspects to be followed - Total weightage 30 Marks

1. BA staff shall wear safety shoes (hunter shoes) while working on transmission tower/poles.
2. BA staff shall wear harness type safety belts while working at height.
3. BA staff shall be provided with safety helmets while doing work.
4. BA staff shall work within the cordoned off area and under the direct supervision of engineer in-charge/supervisor.
5. BA staff will ensure that safety tagging / permit system is followed before starting the work on any equipment.
6. Safety gloves/PPEs shall be used while carrying out electrical operation. For working at height BA shall follow – " WORKING AT HEIGHT " procedure – 3 point contact, use of safety harness with double lanyard, use of lifeline principle etc.
7. BA shall comply the all Safety training to the concerned workers/ staff as stated in CSM and furnish the details to the concerned engineer in-charge
8. BA will provide PPEs as per TPWODL Specification.
9. BA to start practice (training purpose) consisting of 2 nos of 4 pole structure , including civil work , insulator , stringing of 50 mtr double circuit conductor , erection of one no transformer (DT) with isolator and BA d equipment with earthing protection . material will be supplied by TPWODL. Civil cost and training set up cost will be in scope of the BA.

Safety being the prime important factor, the BA is expected to score full marks. In case of non-compliance of above, 1 mark will be deducted for each non-compliance subject to maximum 30 marks after which the contract may be terminated by TPWODL.

However for any non-fatal and fatal accident, 15 and 30 marks respectively would be deducted.

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In order for the contract to remain in place it would be essential for the BA to have minimum 15 marks under the safety parameter. The contract can be terminated without giving any further reasons and after giving three months' notice in the event of marks going less than 15.

The BA shall give the confirmation for having provided personal protective equipment (PPE) to all its personnel in the format given in Annexure 7

II) Supply & usage of T & P for execution of work - Total Weightage 15 Marks

Following T& P shall be available with the BA for carrying out the AMC jobs for each Sub. Transmission at any given point of time regular replenishments with time frame manner is the responsibility of BA.

T&P (For each circle)	Minimum Quantity (Nos.)
1) Hacksaw Frame with blades	5
2) Hammers	5
3) Spanner set 6-32 mm:	5
4) Ring spanner set:	5
5) Box spanner set:	5
6) File 12" & 8 ":	5
7) Round File 3/6 x 12":	5
8) Electrical Hand Gloves:	5
9) Screw driver Set:	5
10)Insulated plier:	5
11)Spade:	5
12)Gaitti:	5
13)Cold Chisel:	5
14) Double Test Lamp with Guard	5
15) High punching machine (Goat, Wolf)	1
16) Welding Machine with rods as per requirement	1
17)Gas cutter with cylinder	1
18)Compressor machine (For painting)	1
19) Temporary grounding set	5
20) Cordon off ribbon	250m
21) Tommy bar (1 meter length)	5
22) Long Nose plier (125mm)	5
23) Adjustable Wrench.	5
24)Lock (clips) plier 6"	5
25) Measuring tape (30 meter)	5
26)Allen key set (4 to 12 mm)	3
27) Hot blower	3
28)Binocular	2
29) Pressure torque wrench (manual)	5

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30) Motorized pressure torque wrench	2
31) Vacuum Cleaner	2
32) Generator set 5KVA for tag welding on towers	1
33) Portable motor pump for dewatering in emergency	2
34) wire cutter	5
35) Welding Gloves	5
36)Welding Visor	5
37)Drill machine with Bit for both Metal and brick wall	5
38)Torch/Emergency lights-LED (light beam 600m,output of 550lumens,Rechargable,can run upto 7hrs on half power & 3hs on full)	2Per vehicle

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Special Tools as per requirement of feeder maintenance jobs shall be available with BA

1. Derrick pole
2. Chain Pulley Block -3 Ton
3. Single pulley block 16, 20, 22 ,40mm
4. Two pulley block 16, 20, 22, 40 mm
5. Three pulley block 16, 20, 22,40 mm
6. Poly propylene rope 16-40 mm
7. Messenger Block
8. Come-along for ACSR conductor Dog, Wolf, Goat, and Panther
9. Turn Buckle 16, 20 ,22 and 40 mm
10. Compressor machine(hydraulic as well as hand operated) with all dies suitable for Dog, Wolf, Goat, and Panther.
11. Punching machine for cable identification tagging on Aluminium strip.

Bidders has to make their own arrangements for safe custody of T&P and special tools. For non-availability/ inappropriate usage of tools 1 mark will be deducted up to a maximum of 15 marks after the which the contract can be terminated by TPWODL after giving a notice of three months.

III) Guaranteed Equipment Availability:

A. For Feeders & Primary Substations ---------- Total Weightage 20 Marks

BA shall ensure guaranteed availability of the equipment in the Primary Substations and Feeders thereof. The availability factor shall be based upon the total hours in a month and total hours for which equipment was not available. Sample format for calculating the same is as mentioned below.

Total No of Primary Substation	Total Installed Capacity (MVA)	Available Capacity for the month(B)	Not available Capacity for the month (C)	% Availability
	A	A* days in a month * 24	A * hours in a month for which capacity was not available	((B-C)/B)*100

The above calculation would be applicable for Power Transformers in circle/division.

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Total No of 33KV Feeders	Total RL of 33KV Feeders	Availability Hours for the month (B)	Non Availability for the month Hours (C)	% Availability
	A	A* days in a month * 24	A * hours in a month for which feeder was not available	((B-C)/B)*100

The above calculation would be applicable for 33 KV Feeders in circle/division.

The availability percentage would be calculated by the BA and submitted on a monthly basis to the TPWODL engineer-in-charge. The same shall be checked and approved by respective Circle Head on monthly basis.

The percentage calculated shall exclude outage on account of the following:-

1. Planned Shutdowns
2. Major events
3. Load shedding on account of supply shortfall
4. Issues at OPTCL end.

The following marking system and deduction thereof would be applicable in case of Primary Substations and feeders Availability. For the purpose of awarding of marks the lower of the two percentage availability (Primary Substations or Feeders) would be considered.

Availability Percentage	Deduction in marks
>99.90 % for PTRs & Feeders	No deduction
99.90% or less	1
99.80% or less	2
99.70% or less	3
99.60% or less	4
99.50% or less	5
>98% and <99.49%	7.5
Less than 98%	10

The following key aspects shall be ensured by the BA for ensuring that availability factor remains above the guaranteed Level:-

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1. BA shall make recommendation (other than preventive maintenance plan) to prevent breakdowns which shall be considered by TPWODL.

2. BA may also make recommendations for equipment replacement / major overhauls / capacity additions to increase system availability in writing to respective engineer-in-charge.

IV) Adherence to Maintenance Service Level Agreements (SLAs) - Total Weightage 15 Marks

SLAs for 33kV feeders, Switchyard, power transformers, Auxiliary Supply Transformers, Indoor switchgear shall be as per Annexure 4.

For one non-compliance 5 marks will be deducted. For two non-compliances 10 marks will be deducted. For more than 2 non-compliances no marks will be awarded.

ANNEXURE-3

Service Level Agreements (SLA)

S. No.	Nature of cause of power supply failure and restoration activity	Maximum Time Limit for Execution of Work Urban/Rural	Actual time taken by BA	Marks deducted for non-compliance
33KV O/H Feeders	Conductor snapping	Within 4 and 8 Hours		1 for each
	Insulator failure	Within 4 and 8 hours.		1 for each
	Jumper failure	Within 4 and 8 hours.		1 for each
	Tree fault clearance	Within 4 and 8 hours.		1 for each
	Structure damage	Restoration of single pole /double pole/tower structure within 1/3/6 days and 3/7/21 days		1 for each
33KV U/G Feeders	Attending to Jumper failure at gantry	Within 4 and 8 Hours		1 for each
	Disconnecting cables for testing purpose	Within 2/4 hours at one location		1 for each
	Reconnecting cables after testing over	Within 2/4 hours at one location		1 for each
	Assisting the cable jointer in cable jointing	Within 2/4 hours at one location-as and when required		1 for each
33KV Switchyard	Repair / Replacement of CT/PT/CVT/LA	Within 12/24 hours		1 for each
	Repair/Replacement of 33KV Breaker	Within 2/6 days for same /different make breaker.		1 for each
	Attending to control wiring problems in breaker / CT /PT and Power Transformers	Within 4/8 hours.		1 for each
	Repair / Replacement of 33KV Isolator	Repairs within 6/12 hours &replacement within 1/2 days		1 for each
	Attending to conductor snapping (bus bar)/guard wire/shield wire	Within 4/8 hours.		1 for each

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	Attending to jumper parting	Within 4/8 hours.		1 for each
	Replacement of faulty insulators/hardware fittings	Within 4/8 hours.		1 for each
Power Transformers	33/11KV Bushing replacement	Within 12/24 hours.		1 for each
	Attending to oil leakages	Within 12/24 hours.		1 for each
Local Transformer	Replacement of BR / OSR /PRV / SPR	Within 12/24 hours.		1 for each
	Replacement after failure	Within 24/48 hours.		1 for each
Indoor Switchgear	Attending to Bus bar flashover	Within 4/8 hours.		1 for each
	Replacement of faulty CT/PT	Within 12/24 hours		1 for each
	Replacement of faulty panel	2/6 days for same/different make breaker.		1 for each
	Control cable laying up to 400m	2/6 days for same/different make breaker.		1 for each
Vegetation Management	Removal of vegetation	Within 2 days of written information		2 for each
T & P / PPEs	Replacement of damaged tools and PPEs or requirement of additional /Special tools	Within 48 hours of reporting by site-in-charge		2 for each
Vehicle	Arrangement of alternate Vehicle when existing vehicle is not available due	Within 2 hours of reporting by engineer-in-charge		1 for each

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Operation SLA

Sr. No	Job	Compliance	Remarks	Penalty
1	Adherence to PTW & safety norms	100 %	To be decided jointly after awarding the contract	5 %
2	Adherence to daily reporting, analysis, log book filling & report	99 %	Timely submission as decided guidelines	2 %

V) Miscellaneous Items - Timelines & Service Availability - 20 marks

The measurement of this parameter would be done on the basis of outage/permit clearance. This parameter would cover parameters like punctuality, vehicle availability, Man power availability etc.

The total marks would be awarded by the engineer-in-charge based on the reporting of MIS and verified by respective site engineer for the purpose of payment. In case of any dispute the same would be resolved at the level of engineer-in-charge through a CFT comprising representatives appointed by management.

Monthly payment would be made to BA as per the following criteria.

Marks Scored out of 100 in a month	Payment
=>98	100%
=>95 < 98	98%
=>90 < 95	95%
=>85 < 90	90%
=>80 < 85	85%
=>70 < 80	75%
=>60 < 70	75%

The contract may be terminated in the event of marks going less than 60 in a month.

NOTE – The basis for arriving at the monthly score would be the calculations arrived as a result of

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a. Non-compliance Tickets issued by TPWODL's Engineer-in-charge to BA
b. Maintenance SLA's
c. System Availability

ANNEXURE 4

Reporting of Non-Compliance by BA

Circle/Division:

Name of Primary Substation / 33KV Feeder:

Name of engineer-in-charge:

Date:

S. No.	Performance Measurement Criteria	Nature of non-compliance
1	Safety Aspects to be followed	
2	Supply and use of T&P for execution of work	
3	Guaranteed equipment availability	
4	Adherence To maintenance SLA	
5	Timelines and Service Availability	

Signature of BA:

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Annexure-5

Organization Chart, Manning details

The bidders has to provide following bare minimum manpower for operation & maintenance of the grids & lines, however bidder has to make their own assessment of work to meet the desired SLA & performance of contract. The bidder has visited the site, become familiar with local conditions under which the Work is to be performed. TPWODL shall not accept any claim whatsoever arising out of difficult site/terrain/local conditions/non-understanding or less understanding of scope of work, if any after award of contract.

The following organization structure is proposed & may change as per site conditions and requirements by Engineer in charge.

Bidders shall have one central coordinator per circle for taking care of the overall activities and day to day issues resolutions and communication, report submission etc.

- 33 kV O/H Line and Cable Maintenance Crew (7 days)
- Substation & Break Down Maintenance Crew – (7 days)

Maintenance Team

Circle	Number of Division	33 KV O/H line / Cable Maintenance Team	Substation Maintenance & Break Down team	Testing Team*
Sambalpur	5	5	2	1
Rourkela	4	4	2	1
Bargarh	2	3	2	1
Bolangir	3	3	2	1
Kalahandi	3	3	2	1

*Testing team – Competent engineer, Technician, Testing instruments & separate testing vehicle.

Maintenance Team – Shall comprise minimum of 1 supervisor, 4 technician (skilled), 3 helper
Tentative working hours for maintenance teams will be 8-12 hrs. Maintenance team and testing team shall be dedicated teams.

BA shall have facilitate proper communication facility with its employees for better coordination, guidance and reporting. BA is required to provide smart phone to its supervisors, engineers & 1nos per PSS(Grid) (having minimum of 32 GB ROM and 2 GB RAM and camera facility) for communication on site and reporting purpose.

BA to provide competent Testing engineer, technician and special testing equipment to carry out all testing activities as per requirement. BA to provide basic testing equipment like multimeter,

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tester, clamp on meter,megger etc,.Major testing instruments like IR tester, earth tester, tan delta set, current injection set, CRM ,TRM, Single phase variac, three phase variac, CT/ PT tester, Hi-Pot test set, , relay test set, will be provided by TPWODL. Rating of the testing instruments to be provided by BA are as follows- a. Digital Multi meter with clamp on facility (of make Rish/ Kusam MECO or equivalent having latest version – KM6050 / 18S or above), Crimping tool- Make Tataparia or equivalent (size from 0.75 to 10 mm), Nose plier (insulated) – Make – Taparia or equivalent – Conforming to IS 3552-1989., Flat Insulated Screw driver (useful for link) Minimum Conforming to IS 844-1979 and above, Philip screw driver set – Make Taparia or equivalent , Electric tester – Make Taparia or equivalent.

Skillsets Required by Linemen

(1) For 33kV Line Maintenance and breakdown works – All activities related to 33kV lines- Including Safety requirements

(i) Lineman should be able to climb up the poles/ Tower with ease while taking all safety precautions
(ii) Various jobs on the 33kV line, like replacement of jumpers, insulators, other hardwares. Tree trimming activities etc.
(iii) Attending to breakdown of line, like conductor parting, jumper burning, pole tilting and so on
(iv) Survey of lines and finding out the defects on them.

(2) **For 33kV/11kV PSS maintenance and breakdown works- All activities related to PSS including safety requirements**

(i) Preliminary/Basic knowledge about Power Transformer, Circuit breakers, CTs, Indoor Panels, Batteries etc.

(ii) Working at height for working on structures, AB switches, Transformers, Outdoor bus etc. with all safety precautions

(iii) Basic understanding of maintenance works on PSS equipment
To be able to find out the shortcoming in PSS switchyard and report to Engineer In-charge

BA shall maintain availability and healthiness of all tools, testing instrument, safety equipment, safety PPE at 98 % level. The BA will be penalized 1 % for any violation of non-availability/ healthiness- less than 98 %.

BA will be required to submit calibration certificate for all the tools, testing instrument and safety equipment from NABL accredited lab every financial year. Failure of doing so will attract penalty of 2 %.

TPWODL will certify the employees employed by BA at various areas as a part of the competency check.

Based on work requirement, TPWODL can re-structure and combine 33 kV O/H & Cable , Substation, Breakdown Maintenance with available manpower and vehicles.

Manning: BA shall provide minimum stated manpower under contract as specified. The bidder can plan their own manpower/resources accordingly considering all other factors. Rest reliever for all kind of manpower (field staff and drivers) shall be managed by BA at their own level. The below mentioned manpower is calculated on per day basis (all shift) to be provided by bidder.

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AMC	Manpower Type	Education	Work Experience	Sambalpur	Bargarh	Bolangir	Kalahandi	Rourkela
Maintenance	Supervisor	Degree/Diploma	1 Year for Degree/3 years for Diploma	7	6	5	5	5
	Lineman/Technician	ITI/License holder	2 Years for ITI /7 years for Licence Holder	28	24	20	20	20
	Helper			21	18	15	15	15
Testing	Engineer	Degree/Diploma	2 Year for Degree/3 years for Diploma	1	1	1	1	1
	Technician	ITI/License holder	2 Years for ITI /7 years for Licence Holder	1	1	1	1	1
	Helper			1	1	1	1	1
	TOTAL			**59**	**51**	**43**	**43**	**43**

Operation	Technician	ITI/License holder	2 Years for ITI /7 years for Licence Holder	249	151	214	196	200
	Helper			249	151	214	196	200
	Total			**498**	**302**	**428**	**392**	**400**

However, the BA shall provide sufficient manpower and requisite vehicles during exigencies so as to restore affected equipment and system and meet performance requirements.

BA shall provide operator for each PSS, considering total number of PSS of @ 320. Presently @ 288 PSS are in service and balance PSS will be manned progressively as and when it becomes operational.

Operation team – 2 persons (1 technician + 1 helper) per shift per PSS. BA shall make provision for off reliever.

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There will be 3 shift. Considering 2 persons per shift – on 24 X 7 basis. BA shall quote on each PSS operation cost considering 7 nos per PSS including reliever. In future if substation is automated and it is required to reduce the number of operator per shift , BA shall adhere to this requirement. Such cases will be intimated with one month advance notice. The billing will be done as per actual.

BA shall submit organization chart of his workforce for performance of this contract immediately after signing the contract. Workforce shall be as per contract clause. BA will not replace any person without the prior approval of respective site engineer or engineer-in-charge.

Vehicle requirement for AMC is as follows:

This tentative plan for vehicle and the vehicles shall be operated as per Engineer in charge direction on time to time based on site conditions & requirements.

S. No	Vehicle (Commercial with Driver)	Sambalpur	Bargarh	Bolangir	Kalahandi	Rourkela	Total
1	Bolero Pick up Covered 12 hours. (Substation &Break down MC,)	2	2	2	2	2	10
2	Bolero Pick up Covered 12 hours. (33 kv transmission line and cable)	5	3	3	3	4	18
3	Testing vehicle (Bolero)	1	1	1	1	1	5
	Total	8	6	6	6	7	33

Bolero Pick up back side Covered (for maintenance purpose) shall be capable of carrying/sitting of 8 persons + 1 driver and requisite material.

Bolero for testing purpose will be require to carry 3 persons + 1 driver + testing instrument.

The avg. running of vehicles (12 hrs vehicle) shall be considered as 4000 KM and shall be calculated on cumulative basis of all vehicles of that BA on monthly basis.

Anything above the average summated value of kilometric run on yearly basis will be paid at Rs. 12/KM at actual for that BA (of all vehicles) after closure of the year

The vehicles should not be more than two years old. The vehicles provided by the BA shall be in good condition interior and exteriors. The vehicles shall comply all statuary laws/motor vehicle ACT/Rules. The vehicle provided under this work should be covered under comprehensive policy and all taxes and duties including road tax, etc. duly paid. In case of accidents TPWODL has no responsibility. The vehicles provided shall be GPS

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enabled and BA shall be able to get tracking and monitoring of the vehicle as and when required by TPWODL.

Whatsoever towards Police/RTA authorities, Law Courts, injured parties, damage to the vehicle or property etc. The vehicles should be run on authorized fuel like CNG/Petrol/Diesel as endorsed on the vehicle registration certificate. TPWODL will not pay /reimburse anything beyond contract consideration. Driver employed by BA shall be having valid license required to operate the vehicle and shall be complying with all the statutory requirements.

The BA personnel are expected to maintain the data and records provided by the Client for the execution of this Contract and under no circumstances take any data or records from the Client's premises without proper approvals/sanctions.

BA and its employees or representatives thereof shall strictly maintain the confidentiality of all data's, documents, papers, correspondence and any other information relating to Purchaser, its business, operations, divulge or communicate to any third party or use for its own purpose any above mentioned information, etc. the BA shall neither disclose nor use the above for any purpose whatsoever without prior written approval of TPWODL. In case of violation of this clause, the Service provider is liable to pay compensation and damages as may be determined by the competent authority of TPWODL.

Each deputed person shall carry ID card issued by TPWODL and in case of expiry or not carrying the ID card or carrying expired ID card shall attract a penalty of Rs.100 per such instance noticed. TPWODL will ensure timely issuance of the ID cards which will be valid for a period of six months and the contractor have to co-ordinate with our Administration Department for issuance and renewal of ID cards in time or as per policy prevailing.

All statuary compliance related to labour laws and other land of law shall be complied by the during the entire period of contract i.e. minimum wages, PF, ESI, Leave, bonus, labour welfare fund, proper uniform, and shoes, over time payment etc. to the employee deputed on TPWODL site. Uniform provided by BA BA shall get due approval for Uniform from TPWODL At no point of time during the period of contract, BA employees shall press upon TPWODL for employment, wages, and allowances or any other related matters, payment etc.

No deviation of manpower allotted (as per norms fixed/ organization structure) for identified jobs shall be undertaken or indulged in by the BA either for other TPWODL works or for works outside TPWODL.

The scope of work defined in this document is based on current processes and practices. BA shall support innovative ideas for process improvement which improves customer services provided by TPWODL. However the scope of work defined shall not limit to the documented description and it may change as per process re-engineering/management's decision in future for which BA shall abide to work with ongoing rates accepted till the closure of the contract.

BA shall be deemed to have visited the site of the work under the order and ascertained thereof all site conditions and information pertaining to his work. TPWODL shall not accept

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any claim whatsoever arising out of the difficult site / terrain / local conditions/non-understanding or less understanding of scope of work, if any after award of contract.

BA shall execute these works themselves without sub-contracting, part or entire work.

BA shall bear all expenses / cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the currency of this order.

BA shall conduct operations safely and conduct regular training of his personnel's. However in the exigency of an accident BA shall be sole responsible for making payment for hospitalization, compensation thereof in case of any accident including compensation according to workman compensation. Payments towards retrenchment compensation, leave etc. as applicable towards its employees shall be borne by BA. BA shall follow the Contractor Safety Management System (CSMS) as applicable at all stages during the contract period.

BA shall issue Identity Cards to their employees deployed for execution of the assigned works in various Primary Substations / Feeders and intimate to TPWODL's Engineer-in-charge for entry/ authorization to work.

BA shall deploy adequate manpower for carrying out the work within specified period and for meeting the SLA as mentioned in Annexure 4. TPWODL would have the right to seek credentials of personnel as also their qualification details. In case of non-acceptance of particular personnel deployed by BA, TPWODL could seek replacement of personnel through BA and the same should be complied BA should comply within 24 hours.

BA shall ensure that all of their employees those are deployed in TPWODL carry temporary identity cards with them issued by TPWODL. Also it will be the responsibility of BA to return back immediately the I-Cards to TPWODL on expiry of the contract /agreement and on retirement/resignation/removal of their employees to whom it was issued. BA shall indemnify TPWODL for any or all losses, costs, damages that TPWODL may incur due to loss/misuse of such identity card by BA employees. In case any employee of BA is found misusing the I-Card issued, TPWODL may decide to proceed against BA for appropriate action to make good loss of reputation and damages.

BA shall ensure that while performing activities as assigned in this agreement, their deployed manpower shall take adequate care about TPWODL property, assets, tools, materials etc. Any damage caused on this account shall be recovered from BA from their monthly bills.

BA shall be responsible and shall comply with the provision of all the Statutory/safety Acts applicable as mentioned in General Conditions of Contract.

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ANNEXURE 6

List of Persons and the personal protective equipment (PPE) given to workforce by BA

S. No.	Name of employee	List of PPE Received	Signature
1			
2			
3			
4			
5			

Signature of BA:

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Annexure-7

MIS formats for reporting of monthly performance:

The following MIS shall be submitted by BA to engineer-in-charge along with monthly invoice. Based on MIS and reports submitted by concerned engineer-in-charge, monthly payments would be released to BA.

1. List of PPE provided by BA to each of its personnel's. [Annexure – 7]
2. Usage of safety equipment for carrying out the works. [Based upon no. of non-compliance tickets issued.]
3. Number of fatal/ non-fatal accidents with reasons and Preventive Action. [Refer MIS Format]
4. Appropriate usage of T&P for carrying out the works. [Based upon no. of non-compliance tickets issued.]
5. Tool Bag Audit Report (Jointly Verified by TPWODL & BA)
6. Percentage equipment availability. [Refer MIS Format]
7. Timelines and Service Availability. [Based upon no. of non-compliance tickets issued.]
8. Service Level Agreements. [Refer MIS Format]
9. Training schedule for personnel's deployed by BA. [Refer MIS Format]

Consolidated monthly MIS for the month of:

Name of the Circle:

Description	Maximum Marks	Marks Awarded
Safety:	30	
a) Number of non-compliances		
b) Number of accidents		

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	i) Fatal		
	ii) Non-fatal		
Increase in downtime due to Non-availability of T&P:		15	
	Number of Occasions		
3) % equipment availability:		20	
4)	Timelines & Service availability:	15	
	Number of deviations in punctuality		
5)	Service Level Agreement (SLA):	20	
	Number of deviations		
6)	Training: Cumulative man days of training provided		
Total		100	
	Signature of BA	Signature of engineer-in-	
	Charge		

Details of Accidents:

a. Fatal

S.N.	Description	Date	Name of Primary Substation	Name of PS In-charge

b. Non-fatal

S.N.	Description	Date	Name of Primary Substation	Name of PS In-charge

Signature of BA

Signature of Engineer-in-Charge

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%Equipment Availability:

a) For Primary Substation equipment

Total No of Primary Substation	Total Installed Capacity (MVA)	Available Capacity for the month(B)	Not available Capacity for the month (C)	% Availability
	A	A* days in a month * 24	A * hours in a month for which capacity was not available	((B-C)/B)*100

The above calculation would be applicable for Power Transformers in the circle / division.

b) For Transmission Feeders

Total No of 33KV Feeders	Total RL of 33KV Feeders	Availability Hours for the month (B)	Non Availability for the month Hours (C)	% Availability
	A	A* days in a month * 24	A * hours in a month for which feeder was not available	((B-C)/B)*100

The above calculation would be applicable for 33 KV feeders in the circle / division

Signature of BA Signature of Engineer-in-Charge

Timelines & Service availability [Based on Tickets for Non-Compliance]

S. No	Description of Non-compliance on account of punctuality / report submission / tools / manpower and vehicle availability	Date	Name of Primary Substation	Name of Primary Substation In charge

Signature of BA Signature of Engineer-in-Charge

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Service Level Agreement (SLA)

S.No.	Description of Non-compliance of SLA (From Annexure - 4)	Date	Name of Primary Substation /Transmission line	Name of Primary Substation In charge
1				
2				

Signature of BA Signature of Engineer-in-Charge

Training details (Refer Annexure 9 for details)

Sr. No	Name of staff trained during the month	Date	Venue	Topics Covered
1				
2				

Signature of BA Signature of Engineer-in-Charge

R/M Schedule completed

c. P/M Schedule completed for Primary Substations

S. No.	Name of Primary Substation	% R/M planned	% R/M completed	% Deviation / Remarks
1				
2				
3				
.				
31st				

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d. P/M schedule completed for Transmission Feeders

S. No	Name of the feeder	% P/M planned	% P/M completed	% Deviation with Remarks
1				
31st				

Signature of BA

Signature of Engineer-in-Charge

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Annexure VIII - General Condition of Contract

CONFIDENTIAL

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1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2.0 ETHICS

In our effort towards Excellence and in Management of Business Ethics at TPC, 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 TPC 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 TPC, Associates and Stakeholders are requested to register any grievance on ethics violation our website www.tatapower.com

2.1 Tata Code of Conduct

The Business Associate and TPC shall be bound by the provisions/ clauses mentioned in Tata Code of Conduct (TCoC) in all their dealings with stakeholders. The Associate is advised to go through the TCoC document available as Annexure-O.

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3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

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

Note- In case of RC though, further Release Orders (RO) shall be issued by TPC on RC rates and terms & Conditions as per the requirement of TPC.

3.2 Contract Commencement Date

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

3.3 Contract Completion Date

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

3.4 Contract Period/Time

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

3.5 Contract Execution Completion Date

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

3.6 Contract Execution Period/Time

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

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

3.7 Contract Price /Value

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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.

The Contract documents and all correspondence between the TPC, 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

TPC 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.

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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 TPC. All these activities shall be performed in line with original equipment manufacturers' recommendations and/or as per best engineering practices, with due consent of TPC 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.

TPC 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 TPC, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, TPC 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 TPC.

4.1 Indemnity

Associates shall undertake to fully indemnify TPC (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 TPC, 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.

GENERAL CONDITIONS OF CONTRACT

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

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

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- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

4.4 Deployment of Work Force

Associate shall deploy adequate labour, as considered necessary by TPC for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to TPC. 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.

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

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

4.5 Damages of Properties

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

4.6 Issuance of Materials

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

4.7 Company's Right To Use Works

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

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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 TPC to vary the scope work

TPC 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 TPC with a reasonably detailed estimate of the cost of the change in scope outlined in the TPC 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 TPC.

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

4.9 Bid Evaluation- Commercial, Technical and Safety Evaluation

TPC reserves the right to evaluate the bid on below parameters as per the requirement:

- **Commercial Evaluation:** The bid shall be evaluated on the basis of Qualifying Requirement parameters and other commercial parameters as mentioned in tender.
- **Technical Evaluation:** The bid shall be evaluated on the parameters and not limited to Bidder Experience, Bidder Performance with other utility/company, internal performance feedback, Technical Specification, General Technical Parameters (GTP), Layout, Drawings etc.

  TPC reserves the right to carry out Factory Evaluation of Manufacturer along with the Visit to executed Sites for further evaluation to ascertain bidder's manufacturing capability, quality procedures & Performance of executed works.
- **Safety Evaluation:** Business Associates may be required to submit a separate Safety Bid along with their Technical & Price Bids at the time of bidding, especially in cases where the expected contract value >= Rs. 1 Cr. and which fall in high risk category as detailed in Annexure-M. In such cases, TPC shall also do a Safety Bid Evaluation along with Technical Evaluation to declare the Qualified Bidders.

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 TPC and to the extent required for completion of works, cost of service executed as per schedule of quantities, cost of testing as per contract terms, cost of documentations including all relevant test certificates and other supportive documents to be furnished as per contract terms. The rates shall remain firm till actual completion of contract.

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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 TPC 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 TPC 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 TPC.

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 TPC'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 TPC'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, TPC**.**

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

GENERAL CONDITIONS OF CONTRACT

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 TPC's notice, TPC will be entitled to deduct 30% of estimated wages plus 20% of wages as TPC's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPC at their sole discretion may deposit the PF etc. with statutory authorities. TPC 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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Inward Receipt Desk (BIRD) located at Civil Lines-III TPC, Near Vidhan Sabha.

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 TPC 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 TPC records, on whose name Contract has been issued. Those Associates opting for the RTGS mode shall submit the details of Bank

GENERAL CONDITIONS OF CONTRACT

Account and other details as per annexure J. Further, for any payments made, TPC is not responsible for any consequences/disputes Associate have among the owners channel partners, sub-Associates and all such dispute/concerns shall be settled solely by the Associate.

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

8.0 SECURITY CUM PERFORMANCE DEPOSIT

Associates shall submit within 21 days from the effective date of issue of PO/RC, Security cum Performance Bank Guarantee (SPBG) in the format as per Annexure B of this document from banks acceptable to TPC 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 TPC 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 TPC. 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.

GENERAL CONDITIONS OF CONTRACT

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 TPC indemnified in this regard against any such claim and provide documentary evidences of the same to TPC. TPC 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 TPC indemnified always till completion of contracts.

9.2 SA 8000

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

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

Business Associate is expected to ensure adherence to all statutory laws and requirements as applicable. The Associate needs to obtain Form C-3 before commencement of work and No Objection Certificate (NOC) on completion of work from BA-Relations Cell of TPC as per the details mentioned in Annexure-N.

In case any non-compliance is observed, TPC shall reserve the right to penalize the bidder as per direction of E-I-C. The penalty shall be 1% of total all-inclusive contract value for such cases. Also, TPC reserves the right to reject such bidder in future tenders.

9.3 Affirmative Action

TPC 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**

GENERAL CONDITIONS OF CONTRACT

TPC 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 TPC 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:**

- 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 TPC shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, TPC 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.

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

9.6 MSME Development ACT 2006

Provisions for Firms falling in The Micro, Small and Medium Enterprise Development Act 2006:-

- Business Associate is requested to inform the TPC if they fall under provisions of The Micro, Small and Medium Enterprises Development Act, 2006 legislation, and provide necessary documents to TPC. The Associate also needs to mention the relevant details on their invoice/ bill.
- Business Associate shall submit the self-undertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPC, enabling them to avail the consequent benefits, failing which TPC may take appropriate action against such defaults.
- Business Associates falling in MSME category are exempted from submitting the Tender Fee when participating in TPC tenders. Also they are eligible to submit concessional EMD at 50% of the EMD otherwise applicable.

9.7 ISO 14001

- The vendor to confirm whether their organization is ISO 14001 certified. If not, the Vendor must certify that the handling, use and disposal of their product/ by-products conform to practices consistent with sound environment management and local statues. The Vendor shall ensure that all the wastes are disposal in environmental friendly way with strict compliance to applicable laws including adherence to MoEF guidelines with respect to the disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc. which shall be disposed through MoEF approved parties only. The vendor shall also dispose off the e-waste generated at the end of the product life cycle at its own costs and risk as per the MoEF guidelines/ Orders

10.0 QUALITY

10.1 Knowledge of Requirements

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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 TPC/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 TPC 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 TPC. 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 TPC, 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 TPC. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TPC. 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 TPC’s Contractor Safety Management System (CSMS) as applicable at all stages during the contract period. Associate shall execute the contracts ensuring the following in and as order of priority:

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

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPC may revise this CSMS

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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 TPC 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, TPC will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPC'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 TPC. However, if replacement of the Equipment is required, Associate shall notify the same to TPC within 7 days of reporting the issue by TPC. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the Associate is not able to

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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, TPC 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 TPC, 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, TPC 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 TPC, 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, TPC has the right to levy LD on the entire contract

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value, subject to a maximum of 10% of the total contract value. Deduction of LD shall be on landed cost i.e contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPC 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 TPC and not reconciled by BA or for services claimed and paid in excess at the time of running bills), the total cost which shall be recovered from the BA, shall be the gross amount of material or services (i.e. including taxes) plus applicable taxes as prevailing at the time of such recoveries.

14.0 ASSIGNMENT OR SUBCONTRACTING

Associates shall not assign/subcontract/outsource the schedule of activities of contract TPC enters with the associate, in part or full, without TPC's prior written approval. However outsourcing of materials/equipment/services by Associate to make the integrated product for which TPC'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 TPC 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 TPC 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 TPC's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPC, 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 TPC in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TPC 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 TPC.

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 TPC shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the TPC and upon execution of confidentiality agreements satisfactory to the TPC 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. TPC 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 TPC. 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 TPC under the Contract shall be passed on to the TPC. The TPC 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:

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

16.5 Violation

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

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 TPC. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in TPC.

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 TPC shall arise in this respect, and any costs, damages, expenses, compensation payable by TPC 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 TPC 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 TPC is held liable for by any court judgement. In this connection, the TPC 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 TPC 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 TPC 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

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law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the TPC.

The TPC 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 TPC 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 TPC. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPC.

TPC 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:

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

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

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

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

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

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

21.0 SUSPENSION Of CONTRACT

21.1 Suspension for Convenience

TPC 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 TPC, 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.

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- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.

On receipt of resumption notice from TPC, 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

TPC 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 TPC and not due to any breach of contract conditions by the associate, TPC 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 TPC.

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 TPC 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 TPC 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 TPC 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.

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

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

g. In case any reasonable information has been received by TPC 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 TPC.

If the default or breach as specified under clause 22 (except sub clause g thereof) be committed by the Associate for the first time, TPC 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 TPC then TPC 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, TPC shall have the right to terminate all the contracts TPC is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of TPC available to it under law.

Without prejudice to its right to terminate for breach of contract, TPC 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 TPC 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 TPC.

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 TPC sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.

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

e. It shall be open to TPC 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 TPC 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 TPC 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, TPC 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 TPC 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 TPC 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 TPC against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPC 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, TPC shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPC for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPC.

22.2 Termination for convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPC 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 TPC, Associate will have to pay TPC a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

22.3 Termination for Convenience of TPC

TPC at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPC 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.

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23.0 DISPUTE RESOLUTION & ARBITRATION

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

24.0 Governing laws and jurisdiction

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

25.0 ATTRIBUTES OF GCC

25.1 Cancellation

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

25.2 Severability

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

25.3 Order of Priority

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

26.0 INSURANCE

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

GENERAL CONDITIONS OF CONTRACT

items will be in TPC 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 TPC 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. TPC shall stand fully indemnified in this respect.

27.0 ERRORS AND OMISSIONS

The Associate shall be responsible for all discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the TPC or not. However any error in design/drawing arising out of any incorrect data/written information from TPC 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 TPC is after commissioning and complete handing over-taking over.

However, such passing of title of ownership and property to the TPC 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 TPC.

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 TPC; 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.tatapower.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.tatapower.com

GENERAL CONDITIONS OF CONTRACT

31.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
3.	Performa for Performance Bank Guarantee (CP cum EP)	B
4.	Performa for No Demand Certificate by Associate	C
5.	Performa for Indemnification on Statutory Compliance	D
6.	Performa For Application For Issuance of Consolidated TDS Certificate	E
7.	HR Service Level Agreement	F
8.	Under taking for competence of workmen	G
9.	Business Associate Feedback Form	H
10.	Acceptance Form For Participation In Reverse Auction Event	I
11.	Form for RTGS Payment	J
12.	Contractor Safety Management System	K
13.	Vendor Appraisal Form	L
14.	Safety Bid Document	M
15.	Statutory Compliances & SA 8000 Requirements	N
16.	Tata Code of Conduct	O

GENERAL CONDITIONS OF CONTRACT

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

The Tata Power Company Limited

Mumbai

HEREAS, (Name of the Bidder) ……. (hereinafter called "the BIDDER") has submitted his bid dated …… for the (Tender No. & Name of Contract) …… (hereinafter called "the BID").

KNOW ALL men by these presents we (Name of the Bank) …….. of (Name of the Country) …… having our registered office at ……. (hereinafter called "the BANK) are bound unto The Tata Power Company Limited (TPC) in the sum of …….. for which payment well and truly to be made to the TPC 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 TPC 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 TPC upto the above amount upon receipt of its first written demand, provided that in its demand the TPC 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)

GENERAL CONDITIONS OF CONTRACT

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

---

The Tata Power Company Limited

Mumbai **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

GENERAL CONDITIONS OF CONTRACT

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

6. We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to "the Vendor's" liabilities in respect of the premises
7. This guarantee shall not be affected by any change in the constitution of our Bank or "the Vendor" or for any other reason whatsoever.
8. Any claim / extension under the guarantee can be lodge-able at outstation banks or at Mumbai branch and claim will also be payable at Mumbai Branch (to be confirmed by Mumbai Branch by a letter to that effect in case BG is from the branch outside Mumbai)
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

Bank's rubber stamp

1. _____ Banks full address

Designation of Signatory

2. _____ Bank official number

GENERAL CONDITIONS OF CONTRACT

ANNEXURE-C

PROFORMA FOR "NO DEMAND CERTIFICATE" BY ASSOCIATE

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

(To be submitted by the Associate to TPC 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 TPC, in respect of our aforesaid Order No _____ dated_____ including amendments, if any, issued by TPC to our entire satisfaction and we further confirm that we have no claim whatsoever pending with TPC 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 TPC, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Dated **Signature**

Place **Name**

Designation

(Company Seal)

GENERAL CONDITIONS OF CONTRACT

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

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

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. TPC 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. TPC 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. TPC from all and every loss and damage caused to them from any act, omissions or negligence of the said Associate in respect of compliances under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

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

Dated **Signature**

Place **Name Designation**

(Company Seal)

GENERAL CONDITIONS OF CONTRACT

ANNEXURE-E

PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

The Tata Power Company Limited,

Bhubaneswar

Sub: Application for issuance of Consolidated TDS Certificate for the FY _____

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

GENERAL CONDITIONS OF CONTRACT

ANNEXURE - F

SERVICE LEVEL AGREEMENT

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

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

Shall Abide by TPC 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 TPC would also ensure adherence of these values by his employees / persons deployed by him in connection with his works undertaken in TPC.

3.0 TPC 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 TPC.

b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7th / 10th day of the following month.

c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.

d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.

e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPC 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 / TPC authorities.

g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPC 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 TPC 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.

GENERAL CONDITIONS OF CONTRACT

l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.

m) The Business Associate appreciates with and acquiesces to the right of TPC 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 / enchasing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPC 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 TPC 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 TPC business.

5.0 The '<u>Statutory Compliance Enforcement System</u>' in TPC 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 TPC 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 parallely.

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 <u>Requirements for 'Clearance for Commencement of Work' (CCW):</u>

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

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

7.0 Requirements during execution of work:

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

GENERAL CONDITIONS OF CONTRACT

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 TPC : Yes/No

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If yes, furnish details:

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

Name of Insurance Company ……..

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

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

C. Details of workers to be engaged

No. of Workers

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

*** Number to be indicated**

I/We shall fulfil all obligations arising from and under all relevant law in force from time to time. I/We undertake to keep the TPC 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 TPC Premises on my behalf.

Date:

(Signature of the Business Associate

or his Authorized Representative)

This Business Associate is / will be engaged in TPC.

(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:

GENERAL CONDITIONS OF CONTRACT

Form XI

Undertaking

With reference to the contract job awarded by M/s The Tata Power Company Limited to M/s_____ vide work order No._____ dated_____

I _____on behalf of

M/s _____hereby undertake:

1. that the dues in respect of the workmen/ employee(s) engaged by us for the said contract, payable as per the provisions of relevant statute pertaining to
   i. wages/ salary
   ii. PF & ESI, Bhubaneswar Labour Fund
   iii. All other statutory obligation

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

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

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

Date:

_____

( )

Authorized Signatory

For M/s _____

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FORM- VI A

Notice for Commencement /Completion of contract work

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

Signature of Contractor

With Office Seal

The Inspector

_____

_____

GENERAL CONDITIONS OF CONTRACT

FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending_____

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

Men	Women	Children	Total

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

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

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(i) Canteen : _____

(ii) Rest rooms : _____

(iii) Drinking water : _____

(iv) Crèches : _____

(v) First Aid : _____

Signature of contractor

Place _____

Date _____

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ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

_____

( )

Authorized Signatory

For M/s

Seal

GENERAL CONDITIONS OF CONTRACT

ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as
☐ OEMs ☐ Service Contractor ☐ Material Suppliers ☐ Material & Manpower Supplier

You are associated with us for
☐ Less than 1 year ☐ More than 1 year but less than 3 years ☐ More than 3 years

Your office is located at
☐ Bhubaneswar ☐ Within 200 kms from Bhubaneswar ☐ More than 200 kms from Bhubaneswar

Your nearly turnover with TPC
☐ Less than 25 Lacs ☐ 25 Lacs to 1 Crore ☐ More than 1 Cr.

Additional information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

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SECTION - A

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

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

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S. No.	Parameters	1 Do Not Agree	2 Slightly in Agreement	3 In Fair Agreement	4 Mostly in Agreement	5 Fully Agree	Remarks/ Suggestion
	material supplied						
11	TPC Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	BIRD (Bill Inward Receipt Desk) initiative has improved payment disbursement process						
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPC never defaults on contractual terms						
15	In TPC 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	TPC 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 TPC 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 TPC in comparison to your other clients in terms of **fairness of treatment and transparency** with its Business Associates?						
3	How would you rate TPC in comparison to your other clients in terms of **processes and systems to manage partnership** with its Business Associates						
4	How would you rate TPC in comparison to your other clients in terms of **building long term & mutually relations**hip with its Business Associates						

GENERAL CONDITIONS OF CONTRACT

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 TPC, would you like to continue your relationship with TPC?					
2	If someone asks you about TPC, would you talk "positively" about TPC?					
3	Would you refer TPC 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 TPC, that truly represents your overall satisfaction with us (please tick appropriate box) –

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

GENERAL CONDITIONS OF CONTRACT

SECTION – E

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

Please spare your thoughts for TPC'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 TPC to adopt. Please give your valuable salient recommendations.

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

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

We thank you for your time and courtesy!!

GENERAL CONDITIONS OF CONTRACT

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, TPC 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. TPC 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. TPC will make every effort to make the bid process transparent. However, the award decision by TPC would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPC, 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 TPC.
6. In case of intranet medium, TPC shall provide the infrastructure to bidders. Further, TPC 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 TPC.
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 TPC 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 TPC.
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 - J

To,

DGM (Finance)

The Tata Power Company Limited
Bhubaneswar

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

Dear Sir,

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

Vendor Code :

Title of Account in the Bank :

Account Type :

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

Bank Account Number :

Name & Address of Bank :

Bank Contact Person's Names :

Bank Tele Numbers with STD Code :

Bank Branch MICR Code :

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

Bank Branch IFSC Code :

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

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:

Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

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

GENERAL CONDITIONS OF CONTRACT

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, TPC Safety Manual and Guidelines and thus, ensure creation of safe working environment for all stakeholders of our network.

2. SCOPE

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

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

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

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

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

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

3.1 Business Associate is required to fill the Safety Management System Questionnaire as per *annexure 1* and submit along with the vendor registration process / bid / tender document. The filled questionnaire will be scrutinized by Engineer In-charge / indenting group and recommend suitability of the BA with respect to safety requirements. The fulfilment of statutory requirements for vendor registration pertaining to labour laws etc. shall be done by BA Cell on being referred to it.

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

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

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

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

4.1 Maintenance of Distribution Network – *Annexure 3.1*
4.2 Distribution Projects – *Annexure 3.2*
4.3 EHV Projects – *Annexure 3.3*
4.4 Maintenance of Sub transmission network – *Annexure 3.4*
4.5 Civil / Generation Projects – *Annexure 3.5*
4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AMI, MRG, etc. – *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 TPC work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the DOSEC of TPC before deployment in the field. BA Cell shall recommend the suitability after competency checked by Engineer In-charge and SHE&DM group (or his representative) of TPC. After getting the clearance from DOSEC, BA cell and receiving temporary I-card issued by TPC, Business Associate shall commence the working.

GENERAL CONDITIONS OF CONTRACT

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPC. ***BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPC work site. BA needs to ensure that Safety representative is available at all points of time; failing which the work being carried out in the interim (period when Safety representative is not available) shall be treated as working under improper supervision and due penal provisions shall be initiated against the BA*.** BA will be required to provide all applicable infrastructure and power to ensure smooth working of the safety representative to maintain a sound safety management system. **In all contracts safety representative will not be assigned any other activity at site apart from the works related to safety management. The duties are detailed in clause 5.5 of this document.** TPC 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 SHE&DM Group of TPC. 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 TPC. 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 TPC 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

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

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

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

5.5.1 Safety training of 2 hrs/employee/month and one day of safety induction training to all new employees joining the BA will be conducted by the BA as per Safety training modules of TPC.
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 TPC as mentioned in TPC Safety standard and O & M and concerned function's manual.
5.5.6 Safety inspections / audits as per the process of TPC
5.5.7 Working in close coordination SHE&DM Group of TPC.
5.5.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and SHE&DM Group of TPC 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.

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5.6.3 The workers who have imparted Safety Training and issued I-Cards of TPC, are not deployed at TPC worksites/ voluntarily left the job by workers/ used somewhere else other than TPC 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 TPC)*

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 SHE&DM group of TPC 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 TPC finds that BA has not provided the adequate / appropriate PPE to their staff, TPC 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 TPC 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 SHE&DM group of TPC.

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

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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 SHE&DM group TPC this shall be part of monthly bill along with training details. Performa of the report is enclosed as *annexure 9*.

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

5.10.2 Epilepsy
5.10.3 Colour blindness
5.10.4 Deafness
5.10.5 Vertigo & height phobia

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

6. REWARD AND PUNITIVE MEASURES

6.1 To support the enforcement of good SHE & DM practices by the Business Associate and to eliminate repeated or continuing safety violations, use of appropriate reward and punitive measures shall be made. Each unsafe act or violation of the safety guidelines as described in the Safety Manual of the TPC 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 TPC.
6.1.6 Improper Working at height equal to or above 1.8 mtrs without taking proper fall protection measures/ Poor condition of Ladder

6.2 Measures of Reward and Punitive Measures

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

Safety Violation Escalation & Monitoring process	
Action	**Responsibility**

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Safety Violation form has been filled and counter foil sent to SHE&DM team for information. The main form is to be given to BA supervisor / Engineer in-charge. *(Automatically generated if Site audit done through Mobile App.)*	Engineer In-charge/ NSO / SC / SHE&DM Group /CSI/ ASO/ Any authorised TPC official.
↓	
Entry of the violation in the master record and sending the information to concerned Manager, HoG, HoD, Head and Chief (O &S). *(Automatically generated if Site audit done through Mobile App.)*.	SHE&DM Group
↓	
Forwarding the information Centralized Account Payable (CAPS) for amount deduction from the current bill of the BA, *if any*.	Engineer In-charge
↓	
HoG (Safety – II) & HoG (Safety & Quality – Commercial) and CAPS to generate the MIS of the violations and the amount deducted.	SHE&DM Group
↓	
The pool of the amount generated after the deduction to be utilized in safety welfare of BA employees.	SHE&DM 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 TPC for a period of one year from the date of the 3rd violation.

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6.3 Safety Violation Escalation Matrix

6.3.1

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				
S.No.	Safety Violation	1st	2nd	3rd	4th	Subsequent Violations
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	A	B	C	D	Will attract the same penality 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	Penality Amount (in Rs.)	
A	Warning letter	Engineer Incharge	Nil	The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
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)-Penality Matrix for Safety violation (Applicable for Minor Contracts)

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				
S.No.	Safety Violation	1st	2nd	3rd	4th	Subsequent Violations
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	B	C	D	D	Will attract the same penality 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	Penality Amount (in Rs.)	
A	Levy of Penalty	Engineer Incharge	5,000	The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
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)-Penality Matrix for Safety violation (Applicable for Major Contracts)

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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.

TPC encourages the reportage of the safety violation during the contract work by BA. Any TPC 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 TPC and send the top portion of the Safety Violation Form to SHE&DM 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 MAJOR contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	F (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less then 48 Hrs)	F	G	G	H	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	G	G	H	I	
4	Single fatality	J	K			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	K				

Legend	Action to be taken	Responsibility	Penalty (in Rs.)	
F	Memo to BA and levy of penalty	Engineer Incharge	5,000/-	*The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.*
G	Memo to BA and levy of penalty	Head of Group	20,000/-	
H	Memo to BA and levy of penalty	Head of Group	50,000/-	
I	Memo to BA and levy of penalty	Head of Department	2,00,000/-	
J	Memo to BA and levy of penalty	Head of Department	5,00,000/-.	
K	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head	10,00,000/-	

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

(*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 then 48 Hrs)	L	M	M	N	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	M	M	N	O	
4	Single fatality	P	Q			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	Q				

Legend	Action to be taken	Responsibility	Penalty (in Rs.)	
L	Memo to BA and levy of penalty	Engineer Incharge	5,000/-	The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
M	Memo to BA and levy of penalty	Engineer Incharge	10,000/-	
N	Memo to BA and levy of penalty	Head of Group	25,000/-	
O	Memo to BA and levy of penalty	Head of Department	1,00,000/-	
P	Memo to BA and levy of penalty	Head of Department	3,00,000/-.	
Q	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head	5,00,000/-	

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

(*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. <u>For Death or Permanent / Total Disablement</u>

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

GENERAL CONDITIONS OF CONTRACT

arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

II. <u>For Permanent Partial Disablement and Temporary Total Disablement</u>

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 TPC. 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 TPC 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 TPC. 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

TPC	Tata Power Company Ltd
BA	Business Associate
HIRA	Hazard Identification & Risk Assessment
JSA	Job Safety Analysis
EHV	Extra High Voltage
SHE&DM	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

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SC	Safety Coordinator
HoG / HoD	Head of Group / Head of Department
AGM / GM / VP	Assistant General Manager / General Manager / Vice President
CFO / Chief (O & S)/ CEO & MD	Chief Finance Officer / Chief (Operating & Safety) / Chief Executive Officer & Managing Director
COS	Corporate Operation Services
CAP	Centralized Account Payable System
PTW	Permit To Work
GCC	General Conditions of Contract.

- END -

GENERAL CONDITIONS OF CONTRACT

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
Safety Policy and Management				
- **Is there a written company Safety policy?** - If yes provide a copy of the policy, if No please refer Note 1.	1			
- **Does the company have an Safety Management system** - If yes provide details, if No please refer Note 1.	1			
- **Is there a company Safety Management System manual or plan?** - If yes provide a copy of the content page(s), if No please refer Note 1.	2			
- **Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?** - If yes provide details, if No please refer Note 1.	2			
Safe Work Practices and Procedures				
- **Has the company prepared safe operating procedures or specific safety instructions relevant to**	1			

GENERAL CONDITIONS OF CONTRACT

Certification				
its operations and relevant work as per contract? - If yes provide a summary listing of procedures or instructions, if No please refer Note 2. - Comments				
- **Is there a register of injury or accident?** - If yes provide a copy (format)	1			
- **Is there a documented incident or accident investigation procedure?** - If yes provide a copy of a standard incident report form, if No please refer Note 2. - Comments	1			
Safety Training				
- **Describe how occupational health and safety training is conducted in your company** If No please refer Note 1.	2			
- **Is a record maintained of all training and induction programs undertaken for employees in your company?** - If yes provide examples of safety training records, if No please refer Note 2.	1			
- **Are regular safety inspections / audits are undertaken at worksites?** -If yes provide details (formats), if No please refer Note 3.	1			

GENERAL CONDITIONS OF CONTRACT

Certification				
- **Is there a procedure by which employees can report hazards at workplaces?** - If yes provide details if No please refer Note 1.	1			
Safety Monitoring				
- **Is there an officer / supervisor responsible for monitoring workplace / worksite safety?** - If yes provide details	1			
Safety Performance Monitoring				
- **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 TPC site in past	NO Marks *(Negative mark ONE for each case*			
- Has there been any fatal accident of employee at TPC site in past. - (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO. - In case of yes please refer Note 4.	NO Mark (Negative mark FIVE for each case)			

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

Note

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

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

3: The vendor may utilize the same format of TPC or on request SHE&DM group will assist the vendor in developing the audit system. For other points also vendor may take the assistance of SHE&DM 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	1. Mandatory usage of JSA checklist prior to start of work 2. Use appropriate ladder 3. Use full body safety harness having double lanyard. 4. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes. 5. Use Safety helmet. 6. Use PPE as per the annexure 7 of this CSM document 7. Refer Work instruction related to Working at Height for other details 8. Use of metal scaffold to be ensured in height work (cup lock type) 9. Deploy competent workforce who are medically fit
Working on electrical equipment / network	Electric flash / electrocution	3	1. Mandatory usage of JSA checklist prior to start of work 2. Use Electrical Safety Shoes while working on electrical network. 3. Use Electrical Safety gloves of appropriate voltage rating. 4. Use face shield / visor attached with helmet. 5. Use Safety helmet. 6. Use PPE as per the annexure 7 of this CSM document 7. Mandatory usage of Insulated tools & tackles on electrical system 8. Mandatory compliance for Lock Out & Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details

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Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Excavation / Civil work	Collapse of soil, Fall in excavated pit leading to Injury	2	1. Use safety shoes. 2. Use Safety helmet. 3. Use PPE as per the annexure 7 of this CSM document 4. Hard Barricading of the worksite. 5. Refer Work instruction related to excavation / civil work for other details
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	1. Mandatory compliance of crane checklist 2. Visual condition check of lifting tools and tackles such as wire rope sling,belt sling, chain, pulley block, D-shackles, etc. shall be ensured. 3. The operator's physical fitness and alertness should be judged by sup. / EIC. 4. Use PPE as per the annexure 7 of this CSM document 5. Refer Work instruction related to Material lifting & Mechanical Erection work
Road Safety	Road Accidents	3	1. Mandatory compliance of TPC Road Safety policy W07(COR-P-12)
Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.			

Guidelines for filling the Risk Assessment Form

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

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

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

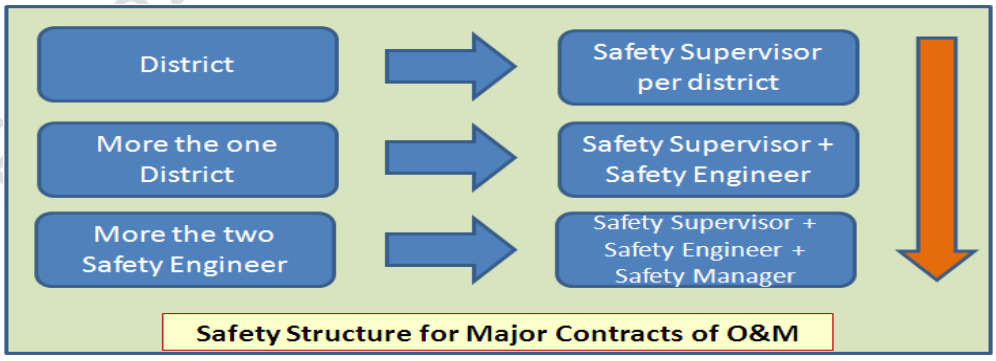
GENERAL CONDITIONS OF CONTRACT

Annexure 3.1 *(Refer Para 4.0)*

General Safety Conditions for the Maintenance of Distribution Network Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPC.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPC.
- 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 TPC procedures provided by SHE&DM group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPC approved list in *annexure 7.*
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPC.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPC.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SHE&DM team of TPC.
- BA shall provide safety performance and Safety MIS (*annexure 9)* to engineer in-charge and SHE&DM 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.



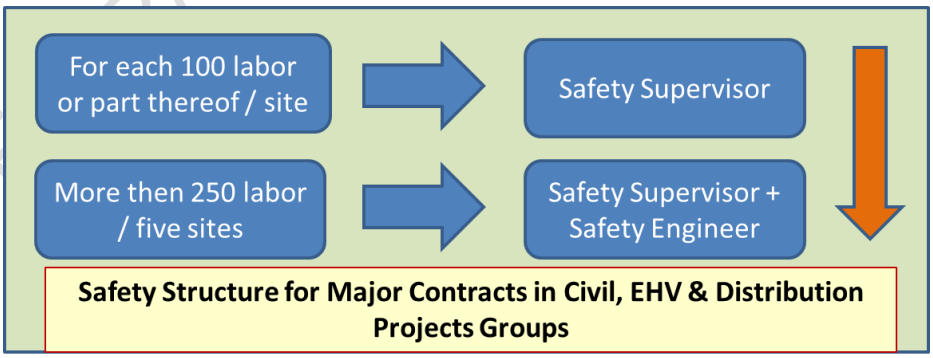
GENERAL CONDITIONS OF CONTRACT

Annexure 3.2 ***(Refer Para 4.0)***

General Safety Conditions for the Distribution Projects Major Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPC.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPC.
- 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 TPC procedures provided by SHE&DM group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPC approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPC.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPC.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SHE&DM team of TPC.
- BA shall provide safety performance and Safety MIS (*annexure 9)* to engineer in-charge and SHE&DM 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.



Safety Structure for Major Contracts in Civil, EHV & Distribution Projects Groups

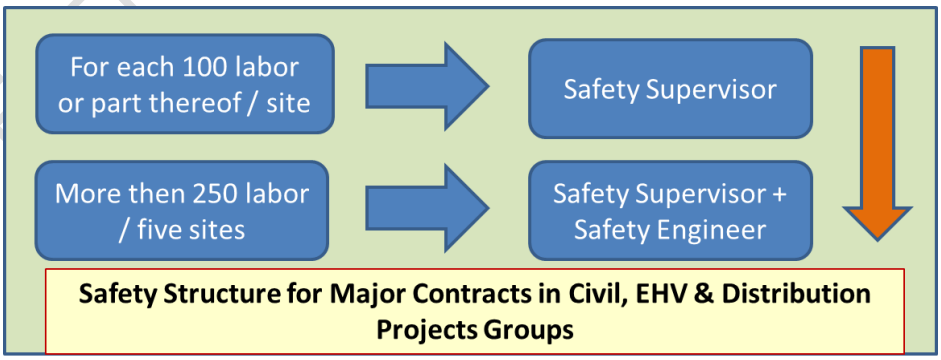
GENERAL CONDITIONS OF CONTRACT

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 TPC.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPC.
- 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 TPC procedures provided by SHE&DM group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPC approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPC.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPC.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SHE&DM team of TPC.
- BA shall provide safety performance and Safety MIS (*annexure 9)* to engineer in-charge and SHE&DM 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 TPC Safety Manual for details.



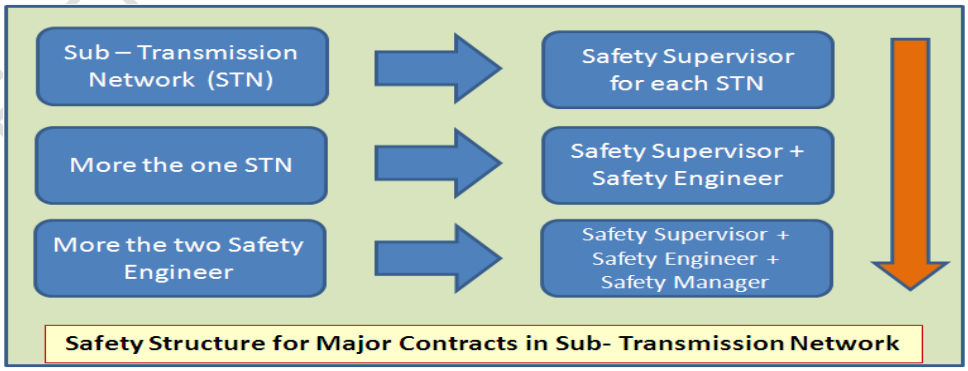
GENERAL CONDITIONS OF CONTRACT

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 TPC.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPC.
- 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 TPC procedures provided by SHE&DM group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPC approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPC.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPC.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SHE&DM team of TPC.
- BA shall provide safety performance and Safety MIS (*annexure 9)* to engineer in-charge and SHE&DM 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.



GENERAL CONDITIONS OF CONTRACT

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 TPC.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPC.
- 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 TPC procedures provided by SHE&DM group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPC approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPC.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPC.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SHE&DM team of TPC.
- BA shall provide safety performance and Safety MIS (*annexure 9)* to engineer in-charge and SHE&DM 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 TPC Safety Manual for details.

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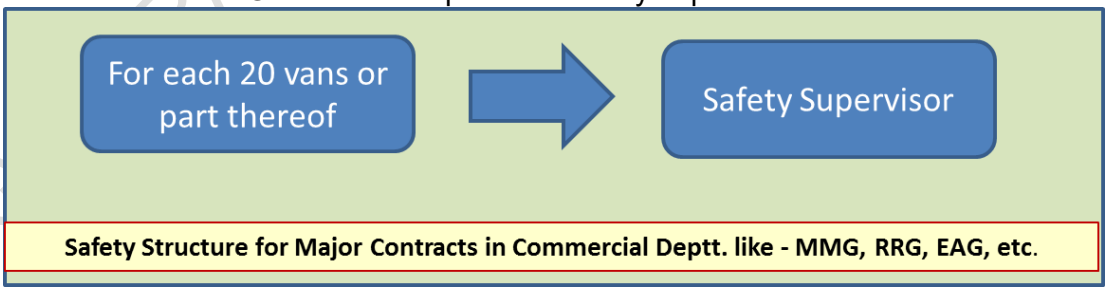
Annexure 3.6 ***(Refer Para 4.0)***

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPC.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPC.
- 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 TPC procedures provided by SHE&DM group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPC approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPC.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPC.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SHE&DM team of TPC.
- BA shall provide safety performance and Safety MIS (*annexure 9)* to engineer in-charge and SHE&DM 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.



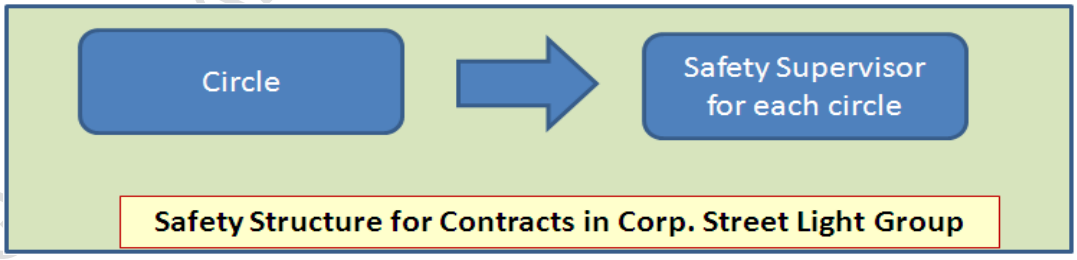
GENERAL CONDITIONS OF CONTRACT

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 TPC.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPC.
- 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 TPC procedures provided by SHE&DM group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPC approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPC.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPC.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SHE&DM team of TPC.
- BA shall provide safety performance and Safety MIS (*annexure 9)* to engineer in-charge and SHE&DM 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.



GENERAL CONDITIONS OF CONTRACT

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 TPC 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 Tata Power Company Limited (TPC) so as enable TPC 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 TPC specifically. , failing which TPC shall be entitled, but not obliged, to provide the same and recover the actual cost thereof from the Contractor's payments.
5. That the Contractor shall engage adequate and competent Safety – Supervisor / Engineer / Manager / Skilled persons at site as per the Para 5 (Qualification and experience of safety personnel) and Annexure 3 of Contract Safety Management.

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6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.
7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of TPC .
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 TPC 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 TPC / 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 TPC or to which TPC 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 TPC for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

DEPONENT

VERIFICATION

Verified at Bhubaneswar on this _Day of _____20__ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom

DEPONENT

GENERAL CONDITIONS OF CONTRACT

Annexure 5 *(Refer Para 5.4)*

SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR

Skill / Qualifications Required for Electrician *(Certificate of Competency Class-II)*:

1. Formal education in ITI – Wireman/ Electrician trade.

   OR

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

   OR

3. Have completed three years apprenticeship course through Apprenticeship Advisor, 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 TPC
    - Identification of Risks associated with the maintenance work and planning for controlling measures by TPC supervisor
    - Creation of safety zone by TPC supervisor and satisfying that the network is dead – Use of Neon Tester, Shorting Chain and Safety Tagging
    - Start of the work – Right person for the right job
    - Alert supervision
    - Completion of the job – Check points
    - Energization of network
    - Actions to be taken in case of some accident

Session: 2

Topic: **Use of Electrical Testing Equipment**

Methodology: **Lecture and Practical Demonstration**

Sub Topics:

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

Session: 3

Topic: **Awareness of Electrical Safety Aspects**

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

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

Session: 4

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

Session: 5

Topic: Practical demonstration of Safety Zone creation

FREQUENCY

Regular Safety Training Program

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

One Day Induction Safety Training Programs:

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

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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 TPC standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

Note:

1. *Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.*

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2. *All Personal Protection Equipment will be checked by the engineer in-charge or SHE&DM group of TPC.*
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. *TPC may revise or add the above list of PPE and their specifications as and when feel necessary. The information about new specifications /models will be circulated by the Engineer In-charge (EIC), which shall adhere by the business associated in the shortest possible time. The EIC shall issue a memo / instruction to BA with timeline for implementation. Any delay will be treated as non- compliance / safety violations. Refer picture of each PPE given in next page.*

Pictures of PPE for reference purpose.

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

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

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

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

Audits	Responsibility	Freq.	Ref. Doc.
Permit to Work & Field Audit	BA Safety Representative	Weekly	F04 (COR P - 12)
Tool Bag & PPE's Audit		Weekly	F06 (COR P - 12)
First Aid Box Maintenance Record		Fortnightly	F08 (COR P - 12)
Fire Extinguisher Record ***(Applicable for the BA involved in major construction works and have storage of flammable material at worksite)***		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 TPC)*

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

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

Detail of the Accident / Near Miss Incidents:

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

Details of the Safety Violations:

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Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Tool Box Talk / Safety Training

Date and Location	Topic (s)	Total Number of employees (Worker / Supervisor)	Number of participants (Worker / Supervisor)

Detail of the Safety Meeting

Date and Location	Number of participants	Topics discussed	Major Observations / Innovation

Detail of the Safety Inspection /Audit: (as per TPC 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

Name, E. No. and Date

Signature of ZM / HoG

Name, E. No. Date.

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

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

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ANNEXURE-L

VENDOR APPRAISAL FORM

TO BE SUBMITTED BY VENDOR (To be filled as applicable)			
Part A			
1.0	**DETAILS OF THE FIRM**		
	1.1	NAME (IN CAPITAL LETTERS)	
	1.2	TYPE OF CONCERN (PROPRIETORY) PARTNERSHIP PVT.LTD., PUBLIC LTD. ETC.	
	1.3	YEAR OF ESTABLISHMENT	
	1.4	LOCATION OF OFFICE POSTAL ADRESS	
	1.5	CONTACT DETAIL OF BA's REPRESENTATIVE NAME E-MAIL ID CELL NO.	
	1.6	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
2.0	**PRODUCTS / SERVICES BEING OFFERED**		:
3.0	**TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT).**		:
4.0	**AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF PAN CARD**		:
5.0	AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF **GST REGISTRATION**		÷
6.0	**APPLICABILITY UNDER MSME CERTIFICATION**		÷

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7.0	**BA BELONGS TO AA COMMUNITY (SC/ST)**		÷
8.0	**DOCUMENTS VERIFYING ADDRESS PROOF (SUPPORTED BY ANY GOVT. ISSUED DOCUMENT)**		÷
9.0	**TECHNICAL**		
	9.1	NO.OF DESIGN ENGINEERS (INDICATE NO.OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	9.2	NO.OF DRAUGHTSMEN	:
	9.3	COLLABORATION DETAILS (IF ANY)	:
		9.3.1 DATE OF COLLABORATION	:
		9.3.2 NAME OF COLLABORATOR	:
		9.3.3 RBI APPROVAL DETAILS	:
		9.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		9.3.5 DURATION OF AGREEMENT	:
	9.4	AVAILABILITY OF STANDAR0DS / DESIGN PROCEDURES / COLLA-BORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	:
	9.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	9.6	QUALITY OF DRAWINGS	:
10.0	**MANUFACTURE**		
	10.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	10.2	POWER (KVA)	:

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		MAINS INSTALLED	:
		UTILISED	:
		STANDBY POWER SOURCE	:
	10.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENTS AS APPLICABLE)	:
		10.3.1 MATERIAL HANDLING	:
		10.3.2 MACHINING	:
		10.3.3 FABRICATION	:
		10.3.4 HEAT TREATMENT	:
		10.3.5 BALANCING FACILITY	:
		10.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	10.4	SUPERVISORY STAFF	:
	10.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	10.6	NO. OF SHIFTS	:
	10.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	
	10.8	WORKMANSHIP	:
	10.9	MATERIAL IN STOCK AND VALUE	:
	10.10	TRANSPORT FACILITIES	:
	10.11	CARE IN HANDLING	:
11.0	**INSPECTION / QC / QA / TESTING**		

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	11.1	NUMBER OF PERSONNEL (INDICATE NO.OF YEARS OF EXPERIENCE)	:
	11.2	INDEPENDENCE FROM PRODUCTION	:
	11.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	11.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	11.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	11.6	STAGE INSPECTION AND DOCUMENTATION	:
	11.7	SUB-ASSEMBLY & DOCUMENTATION	:
	11.8	FINAL INSPECTION AND DOCUMENTATION	:
	11.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	11.10	TYPE TEST FACILITIES	:
	11.11	ACCEPTANCE TEST FACILITIES	:
	11.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	11.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	11.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	11.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNISED LABORATORIES	:

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		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:
		ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
12.0	**EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)**		:
13.0	**SALES, SERVICE AND SITE ORGANISATIONAL DETAILS**		:
14.0	**CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)**		:
15.0	**POWER SITUATION**		:
16.0	**LABOUR SITUATION**		:
17.0	**APPLICABILITY OF SC/ST RELAXATION (Y/N)** **IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED**		
Part C Supporting Documents			

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18.0	**DOCUMENTS TO BE ENCLOSED:** 1. Factory License 2. ISO Certificate 3. Registration of Central Excise 4. Income Tax Clearance. 5. PF Registration 6. ESI Registration 7. Insurance for Workman Compensation Act No. 8. Electrical Contract LIC No. 9. PAN No. 10. GST Registration 11. MSME Certification 12. WC Tax Registration 13. Organogram of Co. having organogram of Design, safety, quality, production and other teams. 14. Details of subscription of BIS, IEC, IEE, ASTM or other. 15. Details of the team in Design, Quality, Safety, Production. 16. List of manufacturing equipment as per Part C. 17. List of calibrated equipment as per Part C. 18. List of clients and order executed in past two years. 19. Complaint escalation matrix. 20. Performance Certificates of same product from Minimum two utilities. **21. e-Payment Form as per enclosed Annexure-J**	

*** 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).

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- The relaxation available for BAs under SC / STs shall be as per GCC for Tender Fees, EMD, PBG and Turnover criteria.

Note:

- *Certification from SC/ST Commission shall be required for deciding upon SC/ST status of a person.*
- *Annexure-J (e-Payment detail form) must be filled by Associate along with this form.*

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ANNEXURE-M

Safety Bid Document

(To be submitted by Associates)

Criteria for Separate Safety Bid

Separate Safety bid is applicable for contract value >= 1Cr for a duration more than 6 months having major services jobs where high risk critical activities like working at height (more than 1.8 meter from ground), working on our networks under live or dead conditions, laying of new networks and working through heavy equipments like Crane etc.

The main jobs under above categories are as follows:

1. Zonal AMC Contract
2. Distribution Project Contract
3. EHV Project Contracts
4. STS Line/Grids AMC Contracts
5. Meter Installation contract
6. Civil Works
7. Street Lighting works/AMC Contracts
8. Any other contract deemed fit under above cited conditions

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Safety Competency Form

Bidder Name :-

Tender Description :-

Tender No. :-

Rfx No. :-

Bidder to mandatorily provide the below safety competency related information.

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

Category of manpower deployed	Min. Qualification	Experience (Years)	Proposed Number at each locations					
			Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	-----
Project Manager								
Site In Charge								
Safety Engineer								
Supervisors								
Lineman								
Helpers								
Drivers								

Bidders to provide the overall site manpower deployment as above. Separate Sheet can be attached for providing complete details

2. **List of Tools ,Tackles & Equipments** :-

Bidder/Vendor to provide the list of tools, tackles, equipments to be used during the job/ project execution. Bidder/Vendor to ensure that all the lifting tools and tackles, power tools like welding set, gas cutter etc. duly verified by EIC.

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Sr. No.	Description of Tools / Tackles	Capacity / Rating	Quantity	Make	Remarks
1					
2					
3					
4					
5					
6					
7					
...					

Bidders to ensure that all tools and tackles are provided as per specifications and requirement of TPC. Bidders to change the tools, tackles and equipments if there is any change in specifications after award of contract. Separate List can be attached as per above format.

3. **Safety Records:**

Bidder to provide the details of fatalities and lost work day cases (LWDC) which may happened during the last three years (data to be provided for the last completed year and preceding 2 years) in TPC and other than TPC as per below format.

Description	**Safety Data for Last 3 Years (TPC)**		
	Year 1	Year 2	Year 3
	2015	2016	2017
Fatalities (Nos.)			
Lost Work Day Cases (Non Fatal Nos.)			

Description	**Safety Data for Last 3 Years (Other than TPC)**		
	Year 1	Year 2	Year 3
	2015	2016	2017
Fatalities (Nos.)			
Lost Work Day Cases (Non fatal 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 provide the learning's implemented out of the above reported incident.

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 contractor at Site. Bidder

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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.

5. PPE Requirements:

TPC Requirement	Bidders Response
The Bidder/Vendor shall ensure that all PPE of Approved standards as per Annexure No. 7 of CSM (GCC), shall be available at all time and shall be used by his employees with no exception whatsoever. Bidders to also ensure TPC Standard PPE matrix to be followed for all activities.	
10% Buffer stock of PPEs to be provided by bidders at each locations 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 from TPC, then TPC 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	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 the TPC Approved new gen hydra crane ACE Model SX150, ACE FX150 and Escorts Model TRX 1550.

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S. 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:

TPC 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.

6. Accreditations:

S. No.	Certification	Yes / No	If Yes, Year of Certification	If No, Planned date for Certification
1.	ISO 9001			
2.	OSHAS 18001/ISO 450001			
3.	SA8000			
Note: Please attach certificates to support above. In case not accredited for above but applied for, application letters may be attached.				

Evaluation Criteria

S. No.	Description	Max Marks	Criteria for evaluation
1.	Qualification and Experience of manpower	15	As per Clause No. 5
2.	Tools and Tackles to be provided by bidder	20	To be evaluated as per approved tool list of concerned department

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3.	Job Safety Plan/ Method	15	To be evaluated as per as per SOP/WI/HIRA adequacy of TPC
4	PPE Requirements	20	To be evaluated as per approved TPPDL PPEs standard and PPE Matrix specified in CSM
5	Vehicle Deployment	10	Weightage will be given for CNG Vehicles with endorsement of CNG kit on RC
6	Crane Deployment	10	Weightage will be given for CNG Vehicles with endorsement of CNG kit on RC
7	Training Records	10	Training records to be evaluated with evidences and scoring to be done as per availability of records
Total		**100**	
Safety Records (Lag Parameter)			
1.	Fatal Accident	(-) 20 Marks	For any fatality in TPC/Other company in last three years, 20 marks will be deducted. For new entrant BA, these marks will be deducted for safety records other than TPC works. If and BA found hiding such facts, then contract will be terminated immediately during the execution stage.
2	LWDC (Non fatal)	(-) 10 Marks for each case with max of 20 marks	For each LWDC (Non Fatal) case 10 marks will be deducted with maximum upto 20 marks. For new entrant BA, these marks will be deducted for safety records other than TPC works. If and BA found hiding such facts, then contract will be terminated immediately during the execution stage.
Additional Bonus Points			
1	Certificate Accredition	(+) Max 10 Marks	ISO 9001- 5 Marks Bonus OSHAS 18001/ISO 450001- 5 Marks Bonus SA8000- 5 Marks Bonus
2	Safety Initiative for learnings implemented in accidents in organisation and work force (Fatal/Non Fatal)	(+) Max 10 Marks	Maximum 10 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
3	Rewards and Recognition Process	(+) Max 5 Marks	Maximum 5 marks will be awarded for R&R process evidence

Final Qualifying Criteria

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S. No.	Description	Max Marks	Criteria for evaluation
1.	Qualified Bidders	More than 70 marks	As per Clause no.9

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Annexure-N

STATUTORY COMPLIANCES & SA 8000 REQUIREMENTS

Following documents are required for Vendor Registration in Service/ Composite category:

1. ESIC/EPF Registration
2. Last 3 months Challan of EPF/ESIC

Following Statutory Compliances are to be followed by the Bidder-

1) Appointment Letter: To be given to all the employees at the time of Joining specifying terms and conditions of employment (including all Benefits, details of Salary, Leave, OT and other Terms of Working/Service). To be issued in language easily understood by the employee.

2) EPF:

a) Contribution of PF to be deducted on Minimum Wages upto the wage ceiling of atleast Rs 15000/- mandatorily for all employees as per the provisions of EPF & MP Act.
b) **UAN** to be provided and shared to all employees', along with activation of UAN and Updation of "KYC Documents".
c) **Form XI:** To be obtained from all employees and a copy of the same to be submitted to TATA Power - DDL for record purpose, if sought.
d) **Separate ECR & Challan** to be submitted every month for all employees deployed in TATA Power - DDL.

3) ESI:

a) All eligible employees drawing gross salary as per wage Ceiling of ESI Act (Currently less than or equal to Rs.21,000/-) to be covered under provisions of ESI.
b) **All eligible** employees not covered earlier **to be first registered under ESI and then deployed in Tata Power -DDL**. Temp-I Card to be issued to each employee, before their deployment in TPC.
c) **All Employees having old ESI Card/ ESI IP No.** to be registered under the **ESI Code of employer** with the ESI Card before deployment in TATA Power -DDL.
d) Aadhaar Number of all Employees covered under ESI to be updated in ESI Records in lieu of Biometric Pehchan Card.

4) Working Days:

a) Total working days in a month are 26 Days for a month comprising 30/31 days.
b) 1 day of rest /weekly off after 6 days of working to be compulsorily given.

5) Working Hours:

a) Adhere to daily working of 8 hours per shift and 48 hours a week.
b) Provide mandatory **Weekly Off** to all employees after 6 days of Working. Shift periods include Night Shift.
c) **Continuous working without Break & Double Shifts is not allowed.**
d) Roster to be prepared and followed in such manner that the prescribed working hours per week limit is not violated.

6) Overtime:

a) Overtime for extra working hours to be paid at Premium Rates, of Notified Minimum Daily Wages (as per provisions of Law).

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b) Payment of Over Time through Bank only and with Salary for the month **and its details to be mentioned in Salary Slip.** (NO CASH PAYMENT TO BE MADE)
c) Max Working Hours – Not to exceed the prescribed limits as per law/ SA 8000 provisions.

7) Leave & National Holidays:

a) 15 Earned Leaves & 12 Sick plus Casual Leaves to be given as per Delhi Shops & Establishment Act 1954, total 27 Days a year.
b) No Deductions of wages to be done if Employees avails entitled Earned leave, Casual Leave or Sick Leave.
c) Prorated Leave in the first year to be given / Unutilized Earned leave to be en-cashed at the end of Calendar Year / Carry Forwarded to the employee as per provisions of Shops & Establishment Act.
d) Salary Slip to Contain Leave Details: Entitlement of Leave, Leave (Type of Leave Availed), Balance of Leave.
e) The employees working on National Holiday should be given a compensatory holiday in addition to overtime wages (premium rates), in lieu thereof as per the notification/ provisions under Delhi Shops and Establishment Rules 1954.

8) Wages:

a) Wages to be paid on or before 07th / 10th of every Month.
b) Wages not to be paid less than specified Minimum Wages for the relevant category i.e. Skill Level & Education.
c) Over Time is Part of wages so it has to be paid with monthly Wages.
d) Payments other than Wages and Over-time to be mentioned under head Allowances in Salary Slip.
e) All Payments to be made only through Bank Transfer / Cheque and no cash payment is to be done.

9) Mode of Payment:

Wages to be paid only through Bank/Cheque including OT by 7th / 10th of every month. (Bank A/c No. to be mentioned in Wage Slip)

10) Wage Slip:

Wage Slip to be issued every month as per required format comprising *Name of Employee, Date of Joining, Skill Level, Wage Rate, ESI & PF / UAN No., Bank A/c. No, Earnings, Deductions, Allowances, Number of Days Worked, Details of Leave Availed (EL, CL, SL etc.) and Leave balance, Over Time Details, Gross & Net Wages.*

11) Bonus:

a) Bonus to be paid @ one month's minimum wage i.e. 8.33% of Wages to be paid as per the latest amendment of Payment of Bonus Act to all eligible employees as per timelines specified.
b) Bonus to be paid through Bank Transfer only.
c) Submission of Returns w.r.t Bonus Payment to be submitted in BA Relations.
d) Weekly Off + National Holidays + Maternity Leave + Paid Leave (EL, CL SL) + Absence due to accident arising out of and in course of employment ARE CONSIDERED as days worked for Calculating number of Days Worked in a Year.

12) Payment of Gratuity /Retrenchment compensation to be paid to employees as the case

GENERAL CONDITIONS OF CONTRACT

may be at the time of ending of employment.

13) Web Site Compliance:
Every contractor has to mandatorily create its own web site & upload following details on a monthly on the web site :

a) List of Employees ,
b) Details of Wage Category and Wages ,
c) Wage Sheet cum muster roll with Bank A/c Details ,
d) Bank Transfer of salary Details ,
e) PF Challans ,
f) ESI Challans.

14) Building & Other Construction Workers Act (BOCW) (Wherever Applicable):

a) Registration under BOCW Act.
b) Registration of all Employees deployed in TPC and Providing BOCW Pass Books & Pass Books to be renewed annually.
c) Assisting Employees in Getting Various Benefits as per Eligibility. i.e. Filling up of Requisite Forms and Submitting them to BOCW dept.

15) Labour License: If manpower proposed to be deployed is greater than or equal to 20 - License has to be taken before commencement of work and **Display of copy of Labour License on work Site**. Renewal to be done before expiry of the current license and copy of the same to be provided to BA Relations.

16) Sub-Contracting:

a) Work to be subcontracted only if allowed in PO and only after permission has been taken from EIC/PO in prescribed Format and submission of same along with Indemnity Bond in BA Relations.
b) Subcontractor to also comply with all Statutory Provisions applicable to Contractor like - PF ,ESI , Minimum Wages, Payment of wages through Bank/cheque on or before 7th of every Month , Working Hours, OT , Wage Slip, Attendance marking in IN & OUT Attendance Register , Payment of Bonus ,Gratuity /Retrenchment Compensation.

17) CSMS Policy: All Business Associates falling under the ambit of CSMS Policy to Obtain Insurance for all its employees deployed in TATA Power –DDL and get it renewed in a timely manner and copy of the Policy to be submitted with BA Relations.

18) Display of List of Holidays for the Year: List of Holidays in a Year (other than Earned Leave, Casual Leave & Sick Leave) provided to employees to be prominently displayed at all work sites.

19) Marking of Attendance in Register: Proper In and Out Time Attendance registers to be maintained at all sites and to ensure that attendance is being marked on daily basis.

20) Statutory Registers: All Statutory Registers viz: OT, Leave, Advance registers to be maintained properly and produced whenever required.

21) I-Card (Process owner DOSEC / S& DM): As per process Medical Testing & Training has to be Imparted before the I Card is issued and before renewal of the same

GENERAL CONDITIONS OF CONTRACT

22) Compliances to any other applicable Law and Provisions thereof and Amendment/Change/Modifications of the provisions of Law and processes mentioned above.
23) C3 to be taken before commencement of work (** details as given below)

III - Following documents are required for obtaining Form C3: To be taken before commencement of Work and also for release of 1st Bill:-

I. Form C1 & Form C2
II. Form VIA (duly signed by the project-in-charge)
III. PO Copy
IV. Submission of Insurance Policy as mentioned in GCC pertaining to CSM and Undertaking /Indemnity by BA w.r.t. compliance of CSM.
V. Web Site details to be provided to BA Relations (thereafter all statutory documents to be uploaded on monthly basis).
VI. Copy of Labour License – if applicable – Copy of Form IV (4 nos.) + list of leave on Letter head to be submitted to BA Relations for obtaining Form V. This needs to be done before start the work.
VII. PF & ESI Challan – from the date of commencement work
VIII. Wages Sheet – from the date of commencement work
IX. Delhi Labour Welfare Fund/EPF/ESIC Returns – if applicable.

(All the documents except those mentioned at Sl. No VII to XI are to be submitted before the start of the work.)

IV.- For the purpose of obtaining NOC: For release of Final Bill:-

1. Form XI – on letter head
2. Form VIA (duly signed by the Project-In-Charge)
3. PO Copy.
4. All statutory compliances for the relevant period.
5. Web Site Compliances.

V.- Please note that Business Associate has to submit following statutory documents as per the timelines mentioned against them:-

1. Monthly EPF/ESIC Challans. -
-To be submitted by 20th of every month for the preceding month.

2. Monthly Wages Sheets/Muster Role as per the format prescribed under CLRA Act 19
-To be submitted by 20th of every month for the preceding month.

3. Challan of Delhi Labour Welfare Fund
- **To be submitted by 30th July and 30th January respectively.**

4. Copy of Labour License (if engaged 20 or more employees):
Before Commencement of Work & its renewal before expiry.

5. Half Yearly Contractor Return
(In case of Labour License by 30th July and 30th January every year)

GENERAL CONDITIONS OF CONTRACT

We hereby confirm that we have understood the above mentioned Statutory Compliance & SA 8000 Requirements and accept it. We also confirm that we will follow all Statutory & SA 8000 Compliance Requirements during the contract period.

Signature & Stamp of Business Associate

Date: ……..……..……..……..

M/s..……..……..……..….

Name: ……..……..……..……

Designation: ……..……..……..

Mobile no.: ……..……..……..……

Email ID: ……..……..……..……..

GENERAL CONDITIONS OF CONTRACT

Annexure-N

TATA CODE OF CONDUCT (TCoC)

Introducing Tata Code of Conduct (TCoC) in GCC, the following clause is proposed for inclusion as per suggestions from Chief Ethics Counsellor -

"TCoC is the overarching policy framework that applies to all TATA Group companies including TPC. TCoC provides for stakeholder-wise approach in each of the seven chapters.

The chapter "Our Value Chain Partners" states the policy as follows:

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

To effectively implement TCoC, there is a 3-tier framework comprising of Ethics Management Apex Team headed by the CEO, who is also the Principal Ethics Officer (PEO), TPC; Locational Ethics Counsellors (LECs) who cover various locations/offices of TPC; and LECs are assisted by 4-5 Ethics Champions (ECs).

In case any Ethical Concern is faced during the course of your business dealings with TPC, one may utilize any one or more of the following avenues:

1. Ethics Portal on website – www.tatapower-ddl.com
2. Email-ID – ethics@tatapower-ddl.com
3. Ethics Box
4. IVRS No. 19124 and then press 7
5. Locational Ethics Counsellor (LEC)
6. **Third Party Ethics Helpline – 1800-22-7697 (Toll Free) ***
7. Chief Ethics Counsellor – Mr. Sunil Kumar Sharma at sunilk.sharma@tatapower-ddl.com

TPC is committed to follow Core Values and Core Principles mentioned in TCoC, cited below, in carrying out various activities as well as in discharge of bi-lateral and multi-lateral obligations involving other entities/organizations:

Core Values:

All six core values are already mentioned in GCC.

Core Principles:

1. **Zero tolerance to bribery or corruption** in any form.
2. Committed to **good corporate citizenship**

GENERAL CONDITIONS OF CONTRACT

3. Contribute to the **economic development of the communities** of the countries & regions we operate in.
4. No compromise on **Safety**
5. Our conduct shall be **fair & transparent**
6. Respect the **human rights & dignity** of our stakeholders
7. **No unfair discrimination** of any kind
8. Statements made to stakeholders shall be **truthful** & made in **good faith**
9. Not engage in any restrictive or **unfair trade practice**
10. Provide avenues for our stakeholders to **raise concerns in good faith**
11. Environment **free from fear** of retribution to deal with concerns that are raised
12. Expect the leaders to be **role model**
13. **Comply with the laws** of the countries in which we operate

Gift Policy:

Principles for acceptance of gifts/benefits –

A gift or benefit may be accepted only if it complies with all of the following principles:

- ✓ it does not influence,
- ✓ does not have the potential to influence, an employee in such a way as to compromise or appear to compromise integrity and impartiality
- ✓ does not create a conflict of interest or perception of conflict of interest;

Principles for non-acceptance of gifts/benefits -

The gift or benefit may not be accepted or given if any of the following principles apply:

- ✓ causes the recipient or donor **to act in partial manner** in the course of duty
- ✓ apprehension of the recipient becoming **obligated to the donor**
- ✓ it is **not offered openly**
- ✓ if is an **offer of money** or something readily convertible to money (e.g. Shares)

Violation –

1. Not abiding with this policy would constitute violation of "Our Employees" Stakeholder group Clause "Gifts and Hospitality" of the Tata Code of Conduct (TCoC) 2015. Prompt action will be taken against violations.
2. Any deviation from this policy must be supported by appropriate rationale and must be duly approved by CEO who is also the Principal Ethics Officer. In any case, in dealing with such deviations, the spirit of the TCoC should in no case be compromised.
3. If it is determined that an employee / associate has violated this policy, appropriate action including termination of the employee's / associate's employment or association with TPC may be decided upon.

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

For Reference- User Manual e-Bidding & Auction (Ariba)

CONFIDENTIAL

SUPPLIER MANUAL ANSWERING TO E-BIDDING

	Version 1.2
Company Confidential	DEC - 2020

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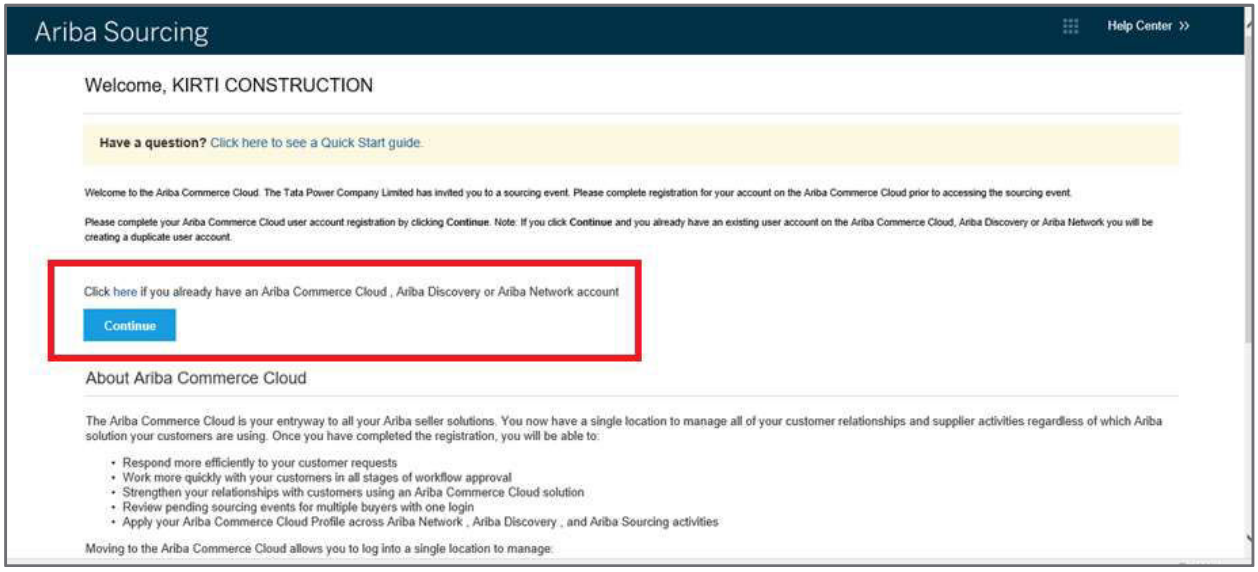
5 SUPPLIER FREQUENTLY ASKED QUESTION 11

1- Accessing Ariba Sourcing

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

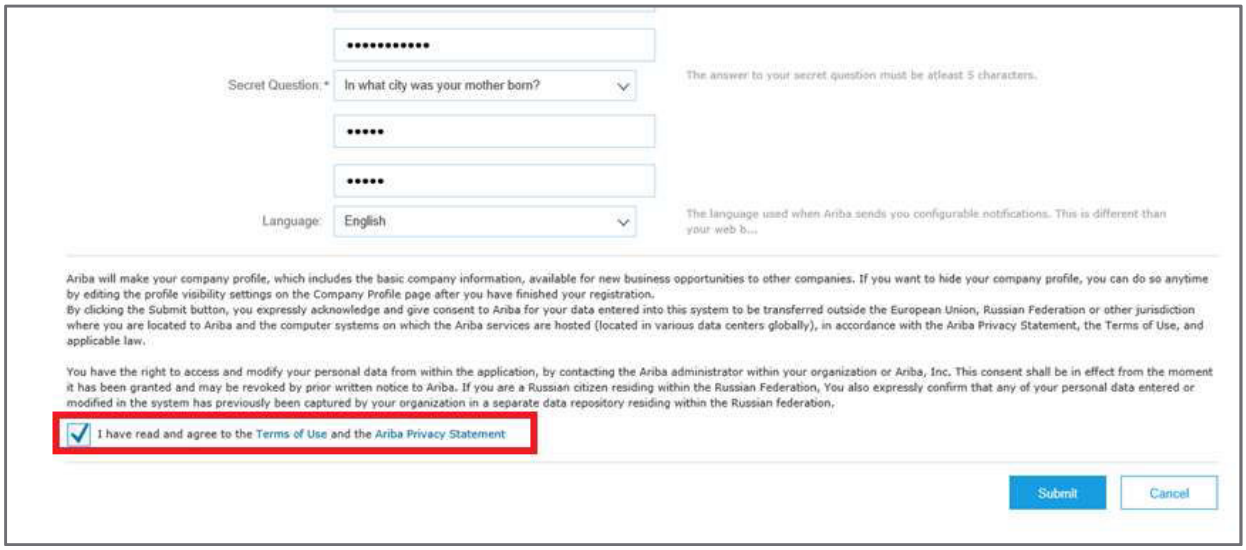
Step 2: Click “Click Here” to access the Ariba Web Site.

Step 3: Supplier has to click on "Continue"



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

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

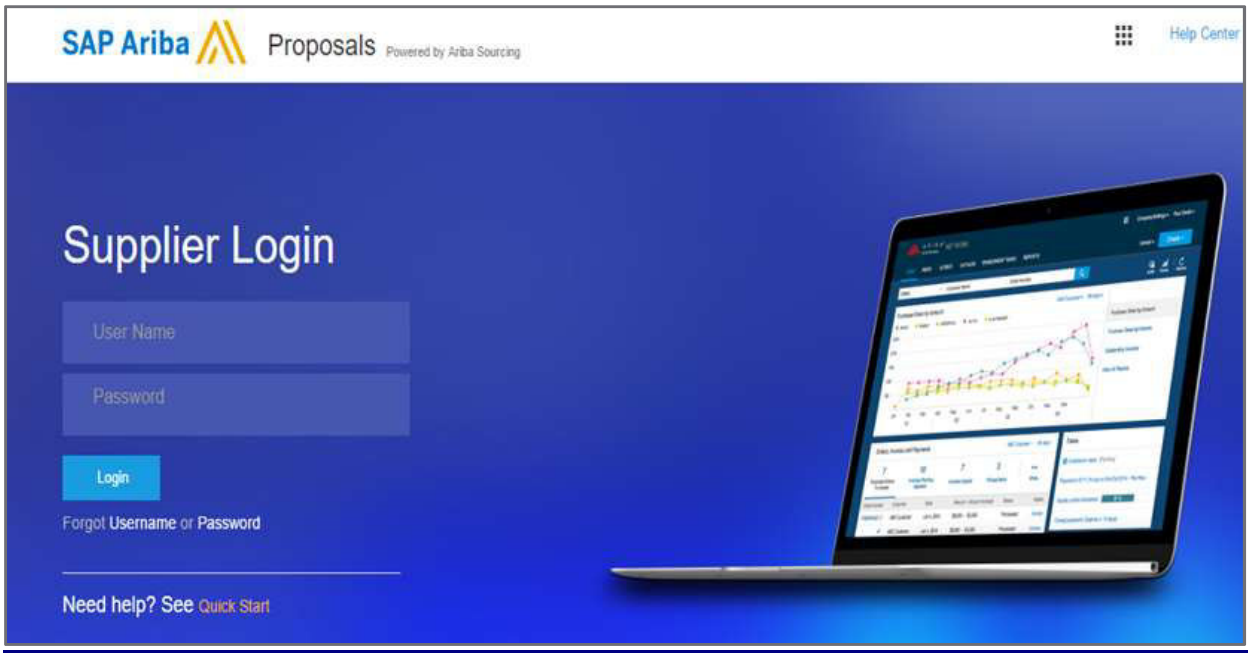


2 Vendor Screen - Submitting Your Answers / Proposal

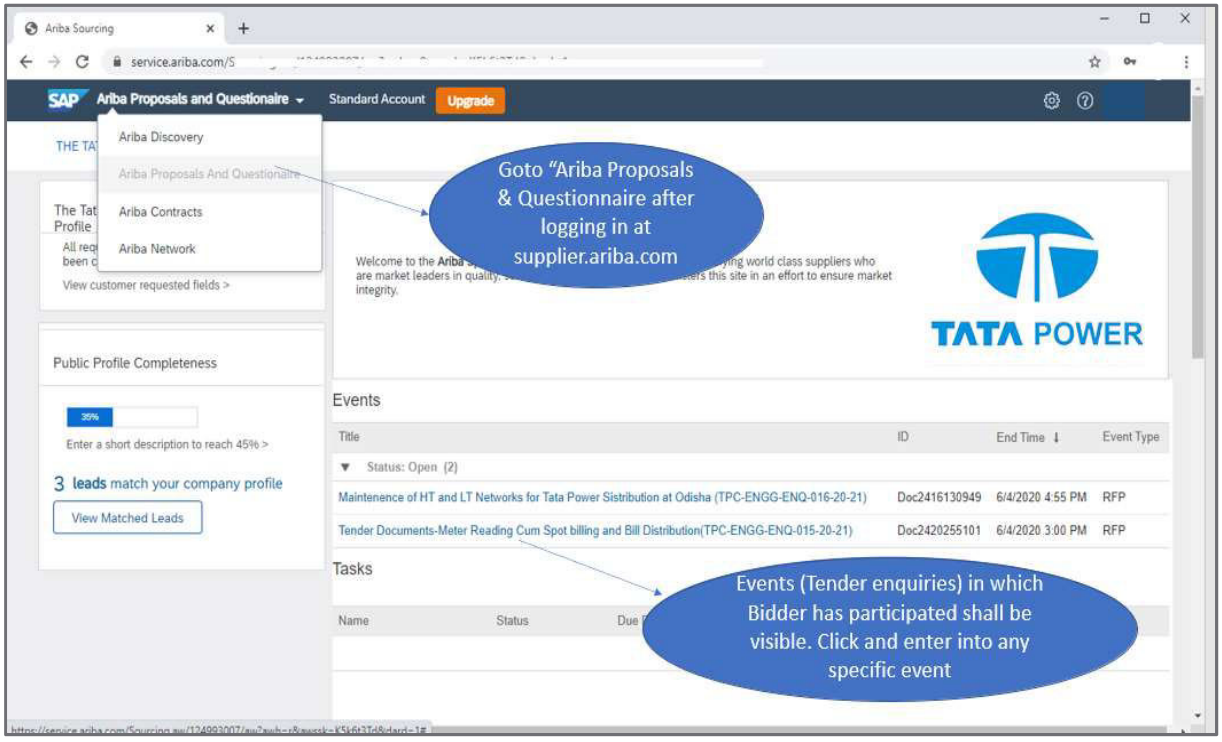
2.1.1 If vendor goes through mail invitation then directly Screen 3.1.1 will appear, but if If you have used Ariba before and have already accessed an event for the buyer-specific account with your current log in ID, click the **Login** button to continue. Log in with your Ariba username and password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

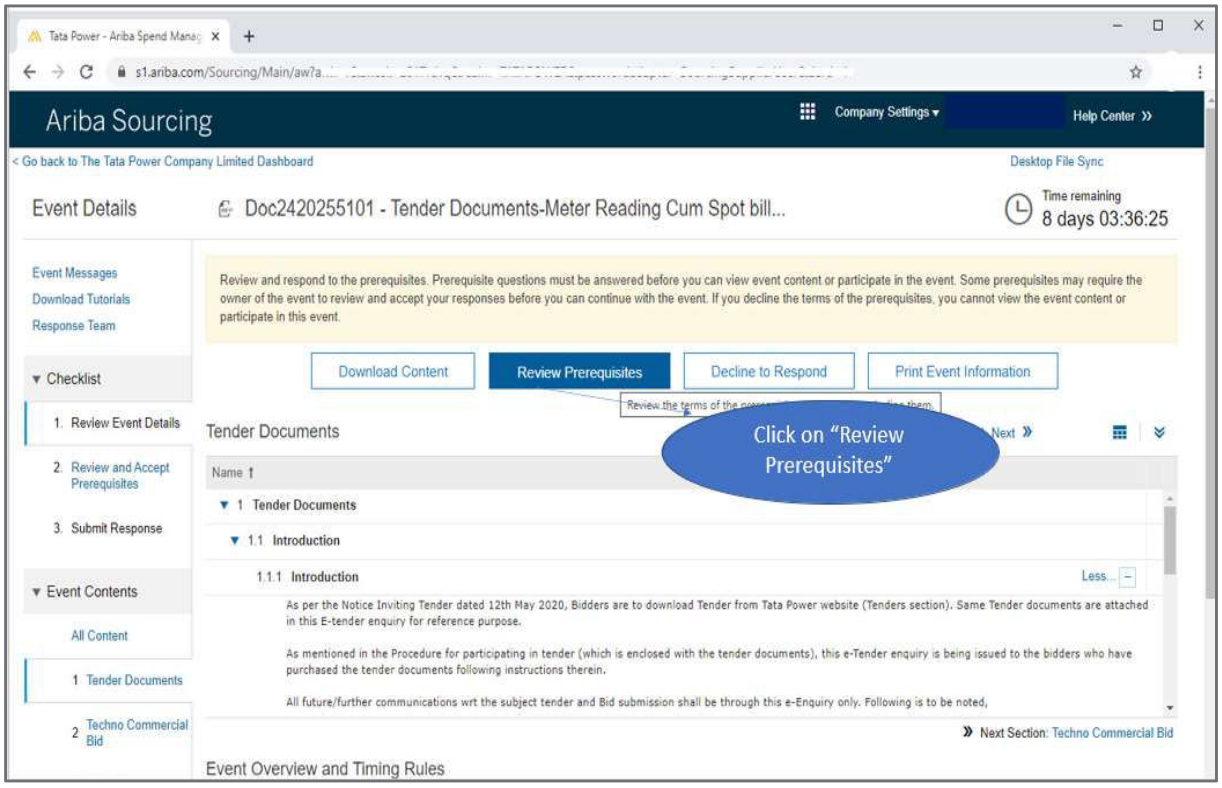
Step 1 - Log on **supplier.ariba.com**

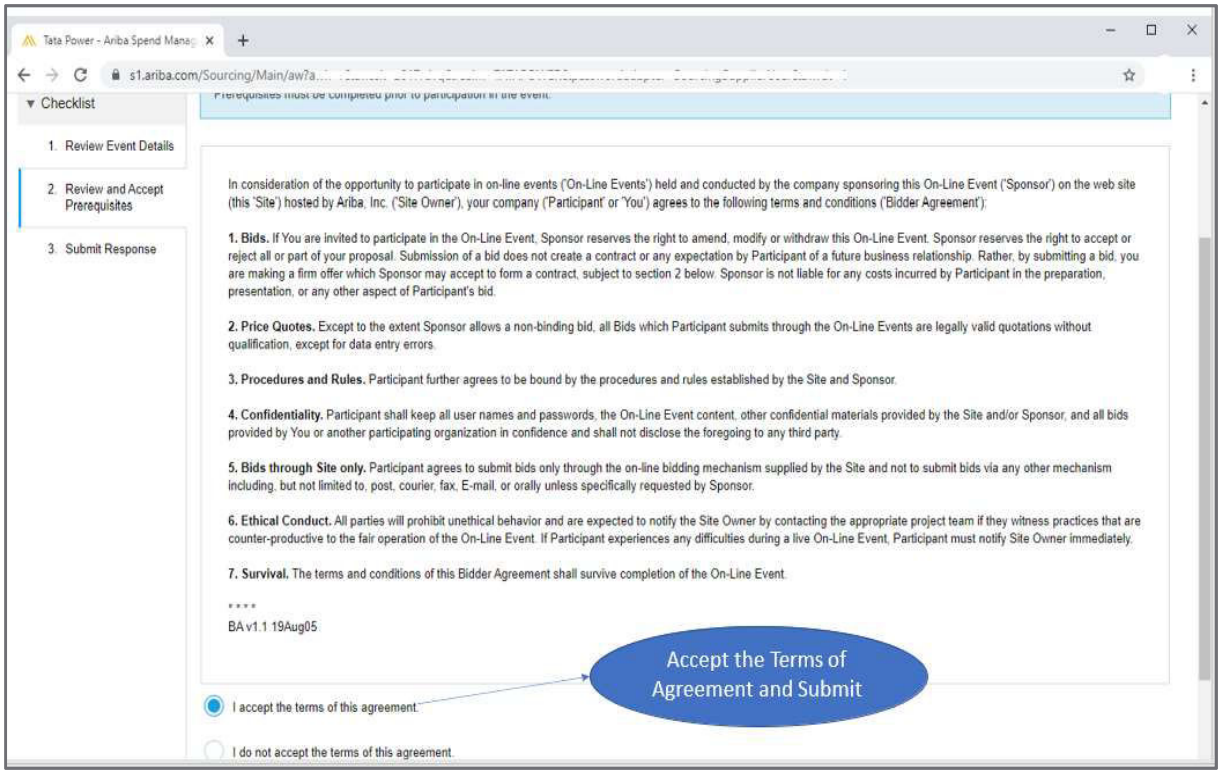
Step 2 - Put your USER ID and Password in following screen

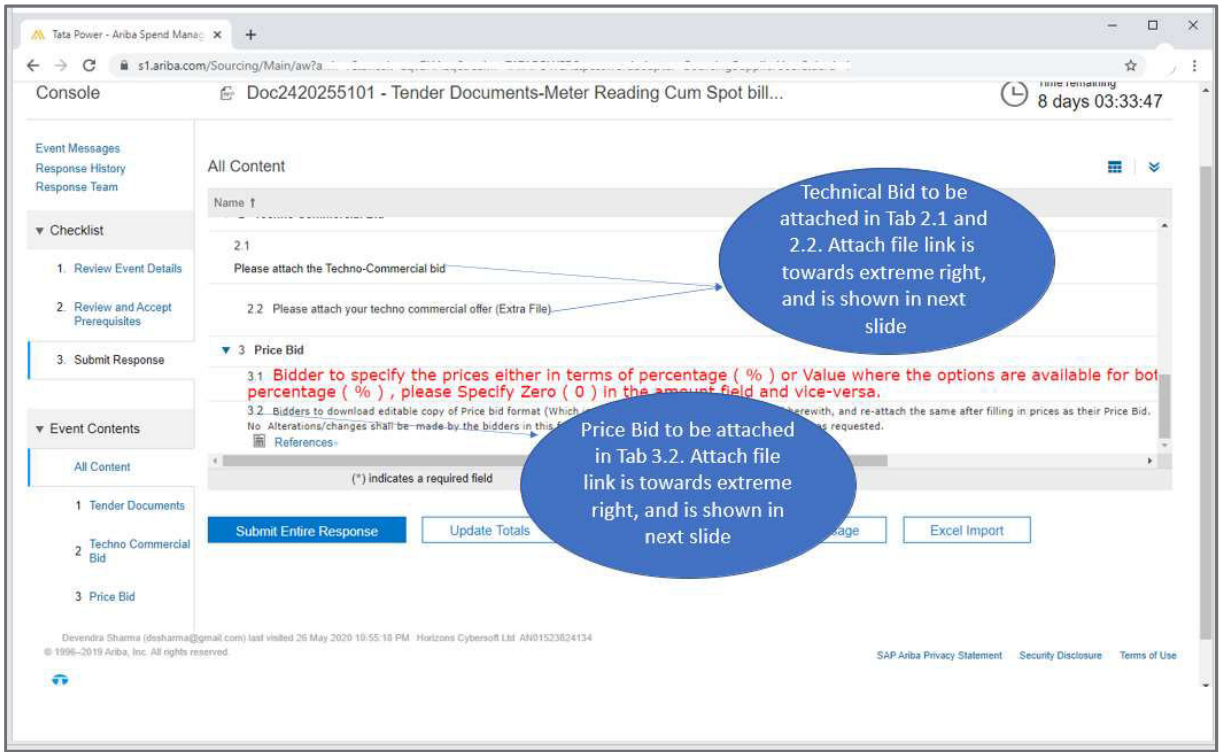


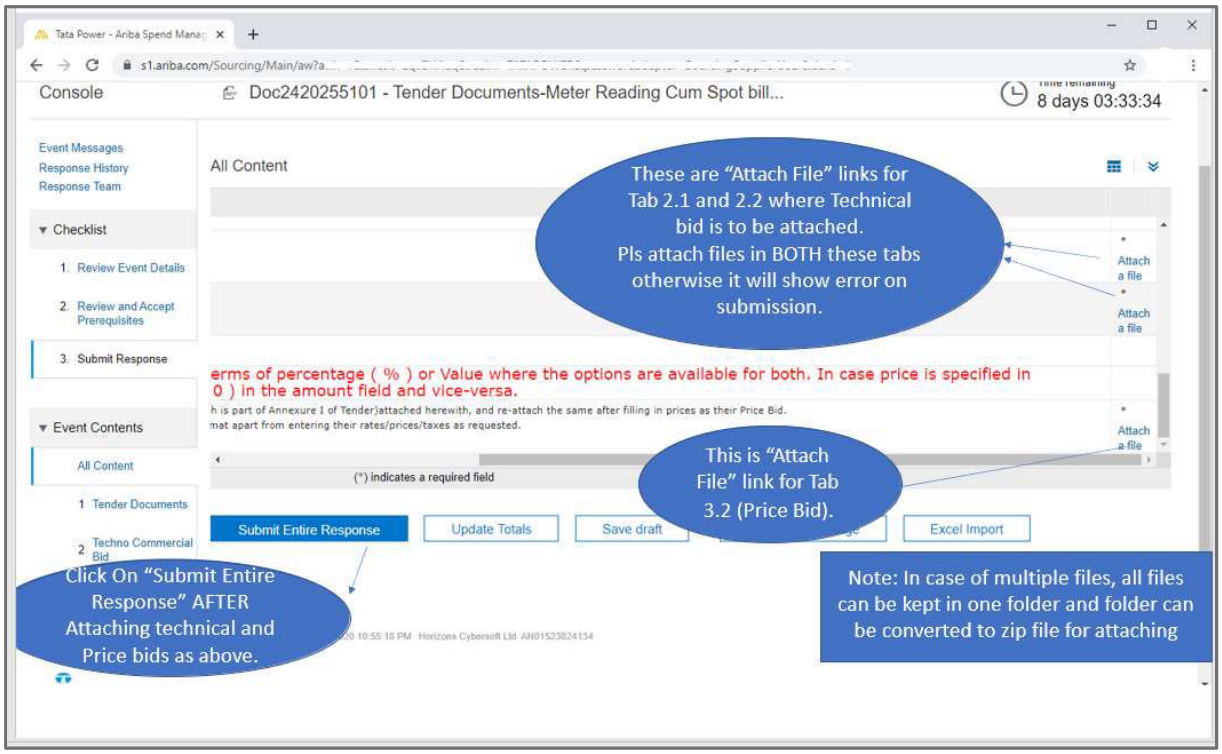
Step 3 - Go to “Ariba Proposals & Questionnaire”.






Tata Power - Ariba Spend Manag
s1.ariba.com/Sourcing/Main/aw?a...
Checklist
1. Review Event Details
2. Review and Accept Prerequisites
3. Submit Response
In consideration of the opportunity to participate in on-line events ('On-Line Events') held and conducted by the company sponsoring this On-Line Event ('Sponsor') on the web site (this 'Site') hosted by Ariba, Inc. ('Site Owner'), your company ('Participant' or 'You') agrees to the following terms and conditions ('Bidder Agreement'):
1. Bids. If You are invited to participate in the On-Line Event, Sponsor reserves the right to amend, modify or withdraw this On-Line Event. Sponsor reserves the right to accept or reject all or part of your proposal. Submission of a bid does not create a contract or any expectation by Participant of a future business relationship. Rather, by submitting a bid, you are making a firm offer which Sponsor may accept to form a contract, subject to section 2 below. Sponsor is not liable for any costs incurred by Participant in the preparation, presentation, or any other aspect of Participant's bid.
2. Price Quotes. Except to the extent Sponsor allows a non-binding bid, all Bids which Participant submits through the On-Line Events are legally valid quotations without qualification, except for data entry errors.
3. Procedures and Rules. Participant further agrees to be bound by the procedures and rules established by the Site and Sponsor.
4. Confidentiality. Participant shall keep all user names and passwords, the On-Line Event content, other confidential materials provided by the Site and/or Sponsor, and all bids provided by You or another participating organization in confidence and shall not disclose the foregoing to any third party.
5. Bids through Site only. Participant agrees to submit bids only through the on-line bidding mechanism supplied by the Site and not to submit bids via any other mechanism including, but not limited to, post, courier, fax, E-mail, or orally unless specifically requested by Sponsor.
6. Ethical Conduct. All parties will prohibit unethical behavior and are expected to notify the Site Owner by contacting the appropriate project team if they witness practices that are counter-productive to the fair operation of the On-Line Event. If Participant experiences any difficulties during a live On-Line Event, Participant must notify Site Owner immediately.
7. Survival. The terms and conditions of this Bidder Agreement shall survive completion of the On-Line Event.
****
BA v1.1 19Aug05
I accept the terms of this agreement.
I do not accept the terms of this agreement.
Accept the Terms of Agreement and Submit

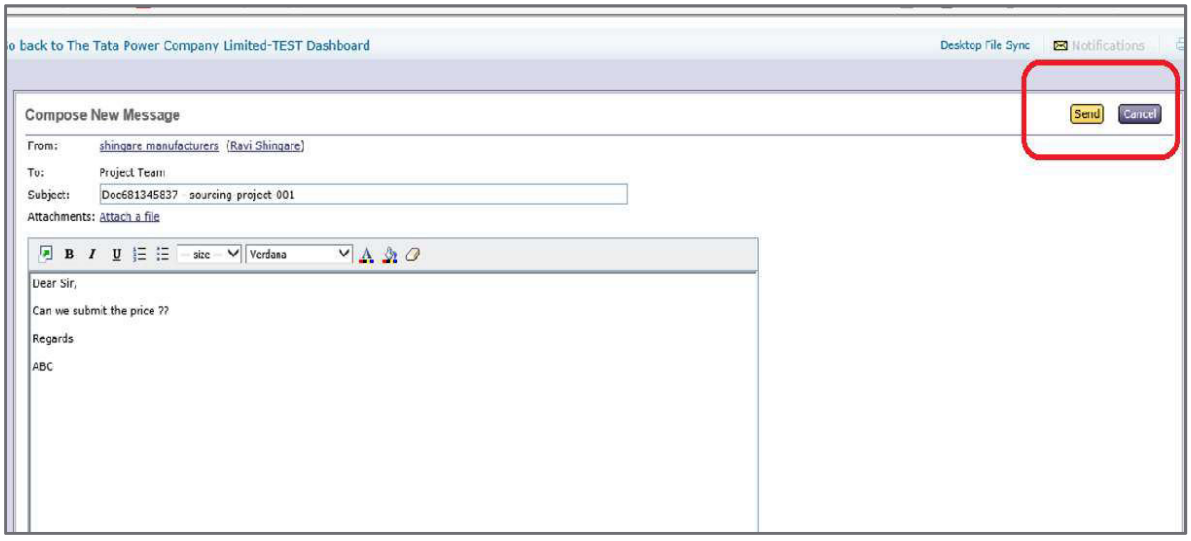

Tata Power - Ariba Spend Manag
s1.ariba.com/Sourcing/Main/aw?a...
Console
Doc2420255101 - Tender Documents-Meter Reading Cum Spot bill...
8 days 03:33:47
Event Messages
Response History
Response Team
Checklist
1. Review Event Details
2. Review and Accept Prerequisites
3. Submit Response
Event Contents
All Content
1 Tender Documents
2 Techno Commercial Bid
3 Price Bid
All Content
Name
2.1
Please attach the Techno-Commercial bid
2.2 Please attach your techno commercial offer (Extra File)
3 Price Bid
3.1 Bidder to specify the prices either in terms of percentage (%) or Value where the options are available for bot
percentage (%) , please Specify Zero (0) in the amount field and vice-versa.
3.2...Bidders to download editable copy of Price bid format (Which
No Alterations/changes shall be made by the bidders in this
References
(*) indicates a required field
Submit Entire Response
Update Totals
Excel Import
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
Price Bid to be attached in Tab 3.2. Attach file link is towards extreme right, and is shown in next slide
SAP Ariba Privacy Statement
Security Disclosure
Terms of Use



3 Communicating with Tata Power Buyer during e- bidding

Step 1: Click "Compose Message".

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



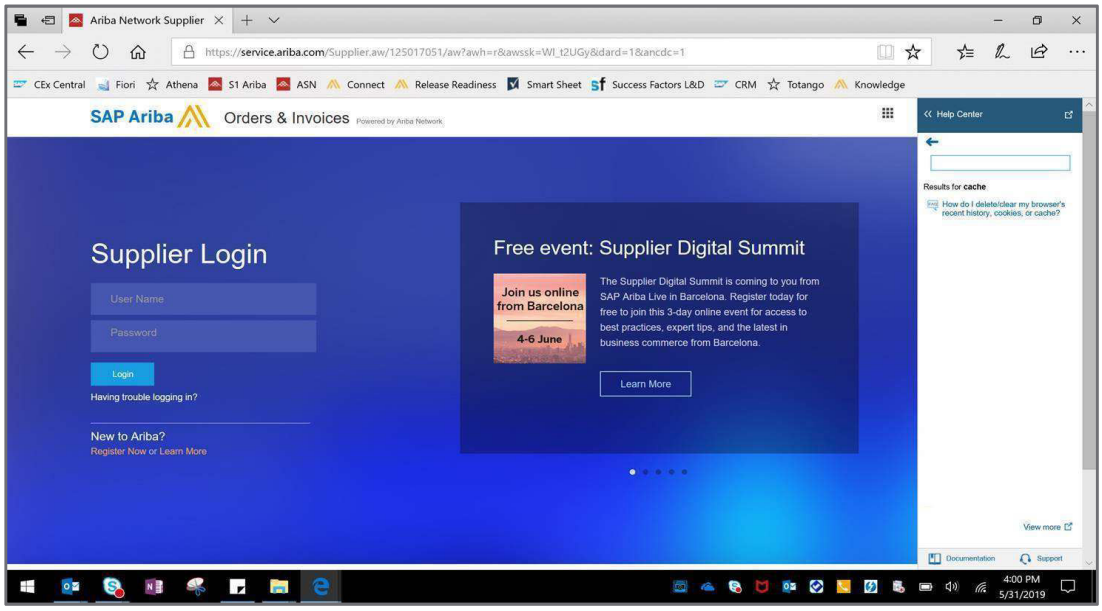
ARIBA TRAINING VIDEOS

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

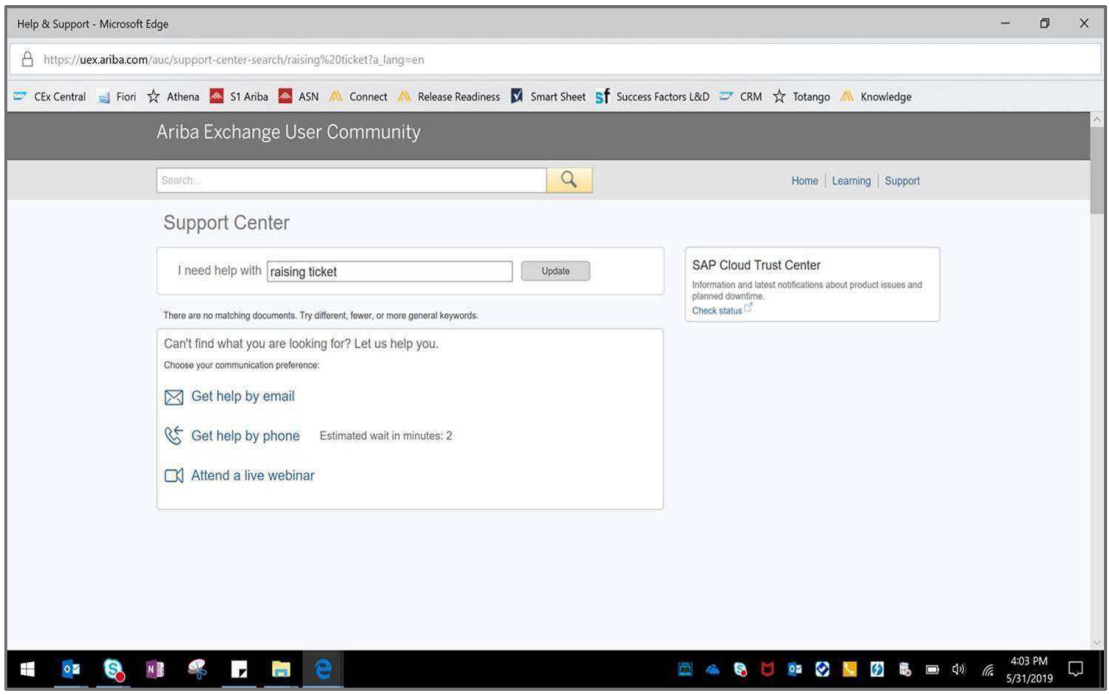
Support from Ariba - Supplier can raise the Ticket for "Support"

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

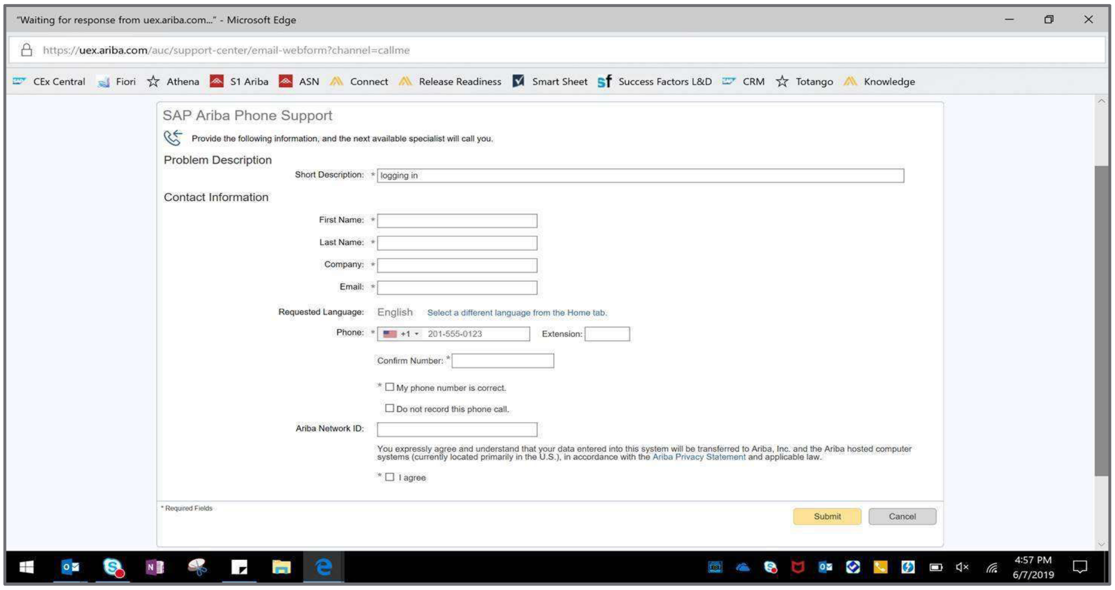
1. Go to login page>Choose "Support" on the bottom right corner



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



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



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

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SUPPLIER FREQUENTLY ASKED QUESTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Solution: -

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

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

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

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

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

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

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

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

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

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

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

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

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