



NIT No.: TPNODL/OT/2026-27/2500001170 dtd.20.05.2026

OPEN TENDER NOTIFICATION

FOR

**Rate Contract for providing Meter Reading,
Spot Billing, Spot Bill Printing, Bill
Distribution, Special Letter Delivery, Special
Meter Reading, Three Phase Meter Reading
and Disconnection Notice Delivery Services at
Balasore, Bhadrak, Jajpur, Baripada &
Keonjhar Circle**

**Tender Enquiry No.: TPNODL/OT/2026-27/ 2500001170
Dtd.20.05.2026**

Due Date for Tender Fee: 06.06.2026 [18:00 Hrs.]

Due Date for Bid Submission: 10.06.2026 [23:45 Hrs.]

**TP NORTHERN ODISHA DISTRIBUTION LIMITED
(A TATA Power and Odisha Government Joint Venture)
Contracts & Material Management Department,
Corporate Office, Januganj, Balasore-756019**

VERY VERY IMPORTANT FOR THE PROSPECTIVE BIDDERS TO NOTE PRIOR TO GOING THROUGH THE TENDER DOCUMENT

The bidders have to pay the requisite tender fees prior to submission of Pre-Bid queries (if any). The queries of the bidders who have paid the tender fees will be considered for clarification only. The queries of un-paid bidders shall not be considered for clarification. The queries are to be submitted in editable format of MS-Excel through e-mail only.

INFORMATION TO THE BIDDERS TO PARTICIPATE IN E-TENDER SYSTEM OF TPNODL

-: Steps for E-tender submission: -

Step 1:

The bidder can get primary information about the tender from the NEWS PAPER advertisement / TPNODL website (in case of open tender) / invitation through e-mail (in case of limited tenders)

Step 2:

First the prospective Bidder who intends to participate in an open tender should deposit the requisite tender fee (Non-Refundable) as mentioned in the tender document through NEFT/ RTGS in the a/c of TPNODL as mentioned hereunder. Deposit of the Tender fee should be made within the scheduled time for such deposit as indicated in the Tender document.

TPNODL Bank Details:

Beneficiary Name – TP Northern Odisha Distribution Limited
Bank Name – Union Bank of India
Branch Name – Balasore Branch
Account No – 500601010280332
IFSC Code – UBIN0550060

Step 3:

After deposit of the tender fee, the bidder should furnish the following information through e-mail to the contact person indicated in the tender document.

Sl No .	Description	Bidder's Response
1	Tender Enquiry No.	
2	Description of materials / Works Tendered	
3	Name of the bidding company	
4	Place & Detail Address of the Company	
5	Postal Code (PIN Code)	
6	Name of the authorized contact person of the Bidder	
7	Contact No./Mobile No. authorized person	
8	E-mail Id of the contact person	
9	Tender Fee details (Bank Name / Amount / NEFT-RTGS UTR No / Date) (E Receipt also to be furnished)	
10	GST No.	

E-mail with necessary attachment as above to be sent to email as mentioned in the contact information clause no 3.2 of Submission of bid documents.

Step 4:

Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form bid submission will not be accepted. **Link for bidding through ARIBA e-procurement platform will be mailed to bidder once letter received as mentioned above.**

CONFIDENTIAL

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1.0 Event Information

1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested Bidders for entering into a Rate Contract valid for a period of 3 Years as defined below:

Tender Enquiry No	Name of materials	EMD Amount (Rs.)	Tender Fee (Rs.)	Last Date and Time for payment of Tender Fee
TPNODL/OT/26-27/2500001170	Rate Contract for providing Meter Reading, Spot Billing, Spot Bill Printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, Three Phase Meter Reading and Disconnection Notice Delivery Services at Balasore, Bhadrak, Jajpur, Baripada & Keonjhar Circle	6,88,000	5,000	06.06.2026 ; 18.00 Hrs

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

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

Business Associates falling in MSME category can avail the following benefits-

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

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

c. Qualification Requirement for Open Tenders: Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria. For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power/ TPNODL and its Group Companies shall supersede feedback from other Customers.

d. Reservation for MSME: TPNODL reserve the rights to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.

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

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

1.2 Availability of Tender Documents

Please refer "Procedure to participate in the e-tender".

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

1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fees	06.06.2026: 18:00 Hrs
(b)	Last Date of receipt of pre-bid queries, if any	28.05.2026: 15:00 Hrs
(c)	Date & Time of Pre-Bid Meeting (If any)	29.05.2026
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	02.06.2026: 15:00 Hrs
(e)	Last date and time of receipt of Bids	10.06.2026: 23:45 Hrs
(f)	Date & Time of opening technical bids & EMD (Envelope-1 & 2)	Participating Bidders will get mail intimation from TPNODL E-Tender system (Ariba) when their Technical Bids are opened.
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

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 TPNODL, Balasore office the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 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 (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:-

- 1.6.1 EMD of requisite value and validity
- 1.6.2 Tender fee of requisite value
- 1.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I
- 1.6.4 Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- 1.6.5 Filled in Schedule of Deviations as per Annexure III
- 1.6.6 Filled in Schedule of Commercial Specifications as per Annexure IV
- 1.6.7 Receipt of Bid within the due date and time

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

1.7 Qualification Criteria

1. The bidder should have average annual turnover of **Rs. 6 Cr** in last three years (FY 22-23, FY 23-24 & FY 24-25). Copy of Audited balance sheet, profit and loss account statement with clear mention of UDIN number are required.

2. The bidder should have experience of Meter reading cum spot billing & bill distribution / Door to Door Revenue Collection / Recovery of Dues in any distribution utilities during last 3 years and should be either of the following:

- i. Three similar completed works not less than the amount equal to 25 Lac each Or,
- ii. Two similar completed works not less than the amount equal to 30 Lac each Or,
- iii. One similar completed works not less than the amount equal to 50 Lac each

3. The bidder should submit the performance certificates from at least 1 reputed company for similar works. The service against the issued certificates should have been completed within 5 years of the bidding date. In case the bidder has got previous association with TP Discoms for service of similar, performance feedback of the of the same will be solely considered irrespective of the performance certificate issued by bidder's other customers.

Note: Relevant documentary proof – Copy of Purchase Order/Letter of Award/Contract/Work Order, with proof of completion in the form of Completion Certificate on successful completion of Order, etc.

4. Each bidder shall submit bid by himself only. A bidder in joint venture / consortium shall not be allowed to participate in the Tender. Bidder has to submit self- undertaking for the same.

5. The prospective Bidder(s) should be a registered Sole Proprietor Firm / Partnership Firm/ Company and should possess all Statutory Compliance. **Bidder must submit the copy of all these Registration certificates like Valid PAN, ESI registration, EPF registration, GSTN Registration etc.**

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, TPNODL 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 behaviour 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 TPNODL. This includes all bidding information submitted to TPNODL. All tender documents remain the property of TPNODL and all suppliers are required to return these documents to TPNODL 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 techno-commercially on the compliance to tender terms and conditions.
- Bidders have to mandatorily quote for all Sixteen Divisions of the BOQ. Failing to do so, TPNODL may reject the bids
- The bids will be evaluated commercially on the **overall lowest cost for 1st year for Division wise** as defined in the tender BOQ as calculated in Schedule of Items [Annexure I]. TPNODL however, reserves the right to split the order Division wise among more than one Bidder. Hence, all bidders are advised to quote their most competitive rates.
- TPNODL will award maximum Two Divisions to a single bidder and for any new BA maximum 1 no. of Division will be allocated. However, TPNODL shall reserve the right to decide the numbers of Division and allocation of the particular Divisions to a respective BA while awarding the Contract.
- Bidder shall mandatorily submit their capability to handle maximum quantum of Work during the contract tenure period.

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

2.1 Price Variation Clause:

The bids will be evaluated commercially on the overall All-inclusive lowest cost on the Total Price Quoted for 1st year only for each individual Division or overall BOQ as defined in the tender BOQ as calculated in the Schedule of Items [Annexure I]. Price Escalation for the 2nd year shall be fixed @5% on unit rate. Illustration of price escalation is mentioned below for ref.

- Total all Inclusive value applicable prices for 2nd Year $Y = X + (X \times 5\%)$, where X = 1st Year All Inclusive Price
- Total all Inclusive value applicable prices for 3rd Year $Z = Y + (Y \times 5\%)$, where Y = 2nd Year All Inclusive Price

3. Submission of Bid Documents

3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document. TPNODL shall respond to the clarification raised by various bidders and the replies will be sent to all participating bidders through e-mail.

Bids shall be submitted in 3 (Three) parts:

FIRST PART: “EMD” of Rs. 6,88,000/- (Rupees Six Lakh Eighty-Eight Thousand only) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG / Bankers Pay Order favouring “The TP Northern Odisha Distribution Limited”. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT / RTGS in case the tender document is downloaded from our website.

TP Northern Odisha Distribution Limited Bank Details for transferring Tender Fee and EMD is as below:

Account Name: The TP Northern Odisha Distribution Limited.

Bank Name: Union Bank of India, Balasore

Bank Account No. : 500601010280332

IFSC Code: UBIN0550060

Note:- (Please mention address of our regd./corporate office address, Januganj, Remuna Golei, Balasore-756019) to issue PBG/EMD.

In case of submission of EMD in shape of Bank Guarantee, original hard copy shall be sealed in separate envelope clearly indicating Tender Reference Number, Name of Tender and Name of Business Associate and shall be addressed to:

Swetaraj Parida (Contracts) (9556571693)
TP Northern Odisha Distribution Limited,

Nocci Business Park, First Floor, Bampada, Balasore-756056, Odisha

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

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

The technical bid shall be properly indexed and is to be submitted through TPNODL E-tender platform (Ariba) only. Hard copy of Technical Bids need not be submitted.

THIRD PART: “PRICE BID” shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail. Price Bids have to be mandatorily submitted only through e-procurement portal of TPNODL. Bids submitted through any other form / route shall not be admissible.

The interested bidders are requested to obtain user name and password for purpose of bid submission through e-procurement portal of TPNODL, Balasore.

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 the bid.

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

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

3.2 Contact Information

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

Communication Details:

Name: Swetaraj Parida

Contact No: 9556571693

E-Mail ID: swetaraj.parida@tpnodl.com

HoG (Contracts):

Name: Mr. Imran Ahmad

Contact No.: 9910891222

E-Mail ID: Imran.ahmad@tpnodl.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 TPNODL. 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.

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

- Banker's Cheque / Demand Draft / Pay order drawn in favor of The TP Northern Odisha Distribution Limited, payable at Balasore.
- Online transfer of requisite amount through NEFT / RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

The EMD shall be forfeited in case of:

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

Or

- b) The case of a successful bidder, if the Bidder does not
- i) accept the purchase order, or
 - ii) furnish the required performance security BG

3.9 Type Tests (if applicable)

The type tests specified in TPNODL 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 TPNODL.

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

4.2 Technical Bid Opening

Bids shall be opened as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by TPNODL. Technical bid must not contain any cost information whatsoever.

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

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one. The salient particulars of the techno commercial bid will be read out at the sole discretion of TPNODL.

4.3 Preliminary Examination of Bids/ Responsiveness

TPNODL 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. TPNODL 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, TPNODL 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 TPNODL and/or the TPNODL 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, TPNODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPNODL 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 TPNODL. After all techno commercial issues are clarified, the date of price bid opening will be intimated to the technically accepted bidders and same shall also be notified at TPNODL website.

4.5 Price Bid Opening

The bids shall be opened at TPNODL office in front of Techno-commercially and / or safety qualified bidders either physically or in virtual mode. A link shall be provided to the bidders to view the price-bid opening process online. Bidders shall also get mail intimation from TPNODL E-Tender system (Ariba) when their Price Bids are opened.

4.6 Reverse Auctions

Reverse Auction (RA) is not applicable for this tender. However, TPNODL reserves the right to take the final decision in this regard. Therefore, all bidders are advised to quote their most competitive rates in the Price Bid.

5.0 Award Decision

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

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

In case any service provider is found unsatisfactory during the contract period, the award will be cancelled and TPNODL reserves the right to award other service provide who are found fit.

6.0 Order of Preference/Contradiction:

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

1. Schedule of Items (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. Inspection Test Plan (Annexure VIII)
7. Acceptance Form for Participation in Reverse Auction (Annexure VI)
8. General Conditions of Contract (Annexure IX)

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- The overall period of the contract shall be for a period of 3 years. The contract value shall however initially be placed for a period of 1 year only. TPNODL reserves the right to extend the contract on year-to-year basis for a period of further 2 years with escalation of 5% every year as per the agreed rates based on yearly performance.
- Contractor Safety Management System along with its amendments as issued time to time by TPNODL shall be applicable in this contract. All new amendments shall be effective from the date of their issue or from its date of intimation to the vendor by TPNODL whichever is later.
- TPNODL shall reserve the right to change the number of Customers in 1 or 2 divisions / Circles (as the case may be) considered in the contract during the period with 1 month notice in advance.
- TPNODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPNODL. The vendor shall fully cooperate with TPNODL in making such changes with an aim for overall cost optimization. The revised charges shall be jointly agreed upon between TPNODL and the vendor in such case.

- In case, a mutual consensus on the rates and other terms and conditions is not reached at between TPNODL and the vendor, TPNODL reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by TPNODL to maintain uninterrupted work conditions at site.
- Performance Bank Guarantee amounting to 5% of the first-year contract value shall be submitted by the BA within 21 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one months i.e. 13 months.
- BA shall deploy resources within 7 days from date of placement of Rate Contract.
- Bidders shall be required to establish and open its own office in all Division of the Circle for which the Contract is awarded. Bidder are required to submit an undertaking with the bid document with respect to opening of the same within 7 days of award of Contract.
- Unless communicated by TPNODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- TPNODL 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 TPNODL.
- Applicable VDA and minimum wages shall be given and shall be borne by BA during the entire period of contract.
- The contract being activity-based, any liability arising out of statutory compliances, including gratuity, PF, ESIC, GPA etc shall be the sole and exclusive responsibility of the BA. Accordingly, the Organization shall not, under any circumstances, be held liable or responsible for any statutory compliances or obligations in respect of the BA's personnel.
- All the terms and conditions of TPNODL - SLA (Service Level Agreement) & GCC- Services shall be applicable.

7.2 Delivery Timeline

BA shall deploy resources within 7 days from date of placement of Rate Contract.

7.3 Payment Terms

90% payment shall be made within 7 days to BA after receipt of Certified Bills (Entry of Service Entry Sheet) subject to fulfilment of contractual obligations. BA shall raise bill (s) on monthly basis in Online System (SIGITEK) for certification by Concerned Engineer-in-charge (EIC) of TPNODL. Divisional Manager shall be the EIC of the respective division allocated to the BA. Bills / invoices would be verified by EIC for payment and also for deduction / incentive as listed in SLA (Service Level Agreement).

Remaining 10% payment will be released within 30 days after receiving compliance like submission of proof of transfer of salary to every manpower along with deposit of statutory dues of PF/ESI, to be certified by BA Legal Cell.

7.3 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.

7.4 Ethics

- TPNODL is an ethical organization and as a policy TPNODL 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.
- TPNODL 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 GCC attached at Annexure IX for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: ceooffice@tpnodl.com

7 General Condition of Contract

Any condition not mentioned above shall be applicable as per GCC for Service attached along with this tender at Annexure VIII.

8 Safety

Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by:

<http://www.tpnodl.com>

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

ANNEXURE I
Schedule for Items

S. No.	Item	UOM	QTY (Yearly)	Unit Rate in (Rs.)	GST @18% (Rs.)	All Inclusive Unit Rate (Rs.)	Total All Incl. Value (Rs.)-Yearly
		A	B	C	D	E	F
1	Meter Reading/Spot Billing/Bill Printing/Distribution for BED, Balasore (3228 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
2	Meter Reading/Spot Billing/Bill Printing/Distribution for BtED, Basta (4040 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
3	Meter Reading/Spot Billing/Bill Printing/Distribution for CED, Balasore (5531 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
4	Meter Reading/Spot Billing/Bill Printing/Distribution for JED, Jaleswar (5417 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
5	Meter Reading/Spot Billing/Bill Printing/Distribution for SED, Soro (7541 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
6	Meter Reading/Spot Billing/Bill Printing/Distribution for BNED, Bhadrak (8631 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
7	Meter Reading/Spot Billing/Bill Printing/Distribution for BSED, Bhadrak (5489 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
8	Meter Reading/Spot Billing/Bill Printing/Distribution for JRED, Jajpur Road (4661 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
9	Meter Reading/Spot Billing/Bill Printing/Distribution for JTED, Jajpur Town (4956 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
10	Meter Reading/Spot Billing/Bill Printing/Distribution for KuED, Kuakhia (5443 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
11	Meter Reading/Spot Billing/Bill Printing/Distribution for AED, Anandapur (3968 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				

12	Meter Reading/Spot Billing/Bill Printing/Distribution for JoED, Joda (3273 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
13	Meter Reading/Spot Billing/Bill Printing/Distribution for KED, Keonjhar (3918 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
14	Meter Reading/Spot Billing/Bill Printing/Distribution for BPED, Baripada (9427 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
15	Meter Reading/Spot Billing/Bill Printing/Distribution for RED, Rairangpur (7727 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				
16	Meter Reading/Spot Billing/Bill Printing/Distribution for UED, Udala (2569 read/activities per day) including Support Service charges, mobile, printer, paper roll, Division Coordinator, Supervisor	DAY	264				

- Bid to be submitted based on the daily meter read/other activities target, indicative per day per meter reader output as mentioned (refer **Annexure-2**).
- Output variation up to -5% shall be allowed without any penalty/LD on BA.
- BA shall ensure minimum one Supervisor per Thirty Thousand consumers (Live +WSHG). Division wise count of WSHG consumers is mentioned in **Annexure-2**.
- In every six months, daily expected output by each Meter reader shall be reviewed by TPNODL and revised if required so. BA shall keep the manpower according to such revisions.
- **BA shall ensure payment of Minimum Wages as per prevailing VDA/Wages rates** so the bid to be submitted considering time to time changes in Wages rates.
- Different reading parameters in meter to be considered as one meter read/one count.

Formula for Dynamic Invoicing based on reduction in monthly/daily read count/activities & Slab Optimization:

S. No. of Billing days (A)	Assumed Base Per Unit Cost (B)	Reduction in monthly count (C)	Reduction in per day count (D)	Base Monthly Count (E)	Reduced monthly count (F)	Base per day count (G)	Reduced per day count (H)
22	15.96	0.90	0.90	210000	190000	9545	8636
	$B*(C/D)$	F/E	H/G				
Reduced per Unit cost	13.06						

Based on the above formula, there will be lower capping on 15% of per unit base cost, i.e., the calculated per unit cost cannot be less than 15%. For e.g., if assumed base per unit cost is **Rs.10/-**, then, due to reduction in monthly read/other activities count or slab optimization per day read/other activities count will reduce. Hence, base per unit cost will also proportionately get reduced on which invoice shall be raised by BA (read/other activities count * actual/reduced per unit cost). However, in any condition base per unit cost will not reduce less than **Rs.8.5/-** as in above mentioned example.

NOTE:

1. The overall period of the contract shall be for a period of 3 years. The contract shall, however, initially be in placed for a period of one year only. TPNODL reserves the right to extend the contract on a year-to-year basis for a further period of 2 years as per the fixed rates of escalation given in the contract based on performance evaluation. TPNODL decision for contract period is binding for all bidders.
2. The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids shall be liable for rejection.
3. The bidder must fill every column of the above format. ***Mentioning “extra/inclusive” in any of the columns may lead for rejection of the price bid.***
4. No cutting/ overwriting in the prices is permissible.

ANNEXURE II**Technical Specifications – Mobile (Android) Device, Printer & Paper Roll Minimum Configuration****Mobile Device**

- 4G Network GPRS Support
- 5G/4G enabled handsets
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred 5” or above (mobile phone)
- OS Support: Android 10 and above
- Internal Memory: Minimum 64GB storage and 8GB RAM (For Mobile)
- 2GHz Quad core or higher processing (for Mobile).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: 24 MP Rear camera
- Battery backup: 6000mAh and above with Support of Minimum 10+ Hrs.,
- Make – Samsung Only

Impact Printer

- Bluetooth 2" Impact Printer (Dot Matrix)
- Make – Analogics, ESPON or any Equivalent (Seamless Ribbons, Supports Text & Logo Printing H220*W102*D52MM)

Thermal Printer

Business Associate may use Thermal printers of good printing quality to ensure that printed bills are readable for at least one year from the date of printing & these printers should be capable of printing QR code.

Following printers makes are capable of printing QR code, BA may decide to use these or any other make capable of printing QR code:

Amigos AM/2T, G-8BT2

Niyama -BT-5.58

Blueprint – BT-581, BT-304

Business Associate shall arrange new Impact/Thermal Printers.

Paper Roll

- Recommended polished paper 2", 57MM, Minimum 65GSM
- Pre-printed stationary (in the backside of bill) (Design for Pre-printed stationary would be provided & approved by TPNODL).

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 TPC'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:

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 Excise Duty	Yes / No (If Yes, indicate % rate)
1d.	Sales tax applicable at concessional rate	Yes / No (If Yes, indicate % rate)
1e.	Octroi payable extra	Yes / No (If Yes, indicate % rate)
1f.	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 (For 3% of order value for guarantee period)	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days) (From the date of opening of technical 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.)

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 RFQ	
3	Company profile / organogram	
4	Signed copy of this RFQ 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	

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, TPNODL 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. TPNODL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. TPNODL will make every effort to make the bid process transparent. However, the award decision by TPNODL would be final and binding on the service provider.
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 TPNODL.
6. In case of intranet medium, TPNODL shall provide the infrastructure to bidders. Further, TPNODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case 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 TPNODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPNODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by TPNODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

Annexure VII**Scope of Work & Service Level Agreement (SLA)****Meter Reading, Spot Billing, Spot Bill printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, 3PH Meter Reading and Disconnection Notice Delivery**

The document comprises Scope of Work & Service Level Agreement for the Meter Reading - Optical Character Recognition (OCR) Based, Spot Billing, Spot Bill Printing & Bill Distribution. The scope of work consists of OCR Based Meter Reading Cum Spot Billing, Bill printing, Bill Distribution and other associated activities at the premises of primarily single-phase LT consumers, through the outsourced Business Associate(s) while using Internet based & GPS enabled smart mobile phones (5G/4G) and impact/thermal printers. All such applicable activities have to be carried out on monthly basis or otherwise specified as per the schedule given to the Business Associate(s) by TPNODL.

1. The scope of work includes the following:

- a) The Business Associate(s) have to procure adequate no. of smart mobile phones (5G/4G), Power Bank with minimum **(6000mAh or above)** and Bluetooth printer along with stationery for bill printing as per requirement of TPNODL. The minimum specification of Phone, Printer & Paper Roll is annexed under the heading of Android Device, Printer & Paper Roll Minimum Configuration **(Refer Annexure- II)**
- b) Mobile phones should have enough storage space to store historical & current consumer, metering, billing data for the entire day and also have enough battery backup for up to 12hours.
- c) The Business Associate(s) shall preferably use 2 SIM cards of 2 separate service providers with wider coverage of connectivity. TPNODL shall confirm the name of the service providers in particular divisions/sections for use of the online transfer of reading/billing data to the TPNODL intermediate servers.
- d) Smart mobile phone shall have preloaded billing data/previous billing and/or data fetched on real time basis from Spot Billing Apk. The meter reader shall scan the current Meter reading through OCR Scanner to enable Spot Billing Apk to calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per TPNODL's authorized format for Energy Bill.
- e) The device should be Internet based (5G/4G) and GPS enabled to identify reading / billing location, remote transfer of billing data and side by side to track the location of meter reader on real time basis for monitoring purpose.
- f) The Business Associate should provide an independent IT based GPS tracking system, integrated with the TPNODL Billing application for online real-time monitoring/tracking of the meter reader.
- g) Spot bill printing should be on impact/thermal Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed bill parameters are clearly legible and the impression should last for at-least one year from the date of printing.

- h) The Business Associate(s) shall deploy section wise required number of Meter Readers as per the specified Meter read & other activities day wise target & adequate Supervisors i.e., one per 30K consumers. Currently TPNODL carry out billing in 22 days every month however, TPNODL reserves the right to increase or reduce this billing days count based on its assessment, whenever required. BA is expected to plan their manpower accordingly.
- i) Meter Readers & Supervisors deployed by Business Associate shall be paid Minimum wages. Non-Achievement/Over-Achievement of monthly Targets will attract Penalty/Incentive for Business Associate(s) as indicated in **Annexure 3**.
- j) TPNODL reserves the right to disqualify any Bidder, if bid price does not meet the minimum/realistic Operational & Support Service cost required for efficient handling of assigned work under the Contract. Bid shall include cost of Mobile Device, Impact/Thermal Printer, Paper Roll, Printer Cartridge, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by TPNODL), Office equipment/establishment, Division Coordinator, Supervisors, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in **Annexure 3**, safety equipment's like tester, torch as well as Gum Boots/Safety Shoes and umbrella/ Rain Coat (during rainy season) (2nd invoice will not be processed if safety equipment's not provided).

2. Proposed Scope of Work in details:

The proposed Scope of work along-with the deliverable are further elaborated as below.

Executive Engineer of the Division shall be the Engineer In-charge (EIC) of the Contract and shall have the sole right to increase or decrease the Consumer count, as the case may be. Final decision regarding Meter Reading, Spot Billing, bill printing and Bill Distribution activity will lie with EIC & same shall be final & binding to both the parties.

There are **5** Circles, **16** divisions, **50** Sub divisions and **159** sections across TPNODL Licensee area. Bid request is invited for all 5 Circles i.e. Balasore, Keonjhar, Bhadrak, Baripada & Jajpur & covering 16 Divisions. Count of consumers are also attached for reference in **Annexure-2**.

This shall be a one-part Bidding and shall be done on individual Division basis.

Components: Cost of Section Wise Meter Readers with their Minimum Wages + Incentive/Penalty, cost of Support Service Charges , Mobile Device, Impact/Thermal Printer, Paper Roll, Printer Cartridge, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by TPNODL), Office equipment/establishment, Division Coordinator, Supervisors, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in **Annexure 3**, safety equipment's like tester, torch as well as Gum Boots/Safety Shoes and umbrella/ Rain Coat (during rainy season) (2nd invoice will not be processed if safety equipment's not provided).

The overall period of the contract shall be for a period of 3 years. The contract value shall however initially be placed for a period of 1 year only. TPNODL reserves the right to extend the contract on year-to-year basis for a period of further 2 years with escalation of 5% every year as per the agreed rates based on yearly performance.

1. The Bidder is required to submit Division-wise Price Bid for each Division of all 5 circles, as interested, in the attached format as per Price Bid (**Refer Annexure 4**). Under normal scenario, one Bidder shall not be allocated more than two divisions, in any case, after outcome of technical and Commercial Bid Evaluation, however, TPNODL shall reserve the right to decide the no. of Division and allocation of the particular Divisions to a respective BA while awarding the Contract.
2. Immediately after awarding of the contract, Business Associate(s) should submit in writing a detailed execution and resource deployment plan to TPNODL within 7 days of awarding LOI/RC.
3. Training of all BA employees is an important activity & is mandatory prior to their deployment. Business Associate(s) will organize training of manpower (All Types) once in a Month. All the new manpower inducted shall be **given 5 days** of mandatory Technical/Functional/Customer Behavioral training by the Business Associate about the field activities pertaining to Meter Reading & Billing including working in field with Supervisor/experienced employee during the training period. The training program and agenda will be prepared in collaboration with TPNODL and implemented in the presence of TPNODL representative. Failure of this will invoke penalty of up to 25000 per month.
4. Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPNODL. Meter Reader & Supervisor's recruitment by BA shall be done after their interaction and concurrence by EIC.
5. The Business Associate shall submit documents of Meter Reader & Supervisors to TPNODL BA-Cell for issuance of Identity Card (I-Card) within 7 Days of LOI/RC. Further, in case of misuse of I-Card, any loss/damage/expenses borne by TPNODL shall be recovered from the Business Associate(s). No BA employee shall go to site without a valid I-card.
6. The Business Associate(s) shall be required to adopt dress code for the engaged meter-readers under it. The dress code will be specified after due consultation with the EIC.
7. TPNODL reserves the right to make changes to the scope of work with a view to optimize the overall cost of TPNODL. The BA shall fully cooperate with TPNODL in making such changes with an aim for overall cost optimization.
8. In case, a mutual consensus on the rates and other terms and conditions is not reached between TPNODL and the BA, TPNODL reserves the right to terminate the contract by giving 15 Days' notice period and allocating the same to any other BA as deemed fit by TPNODL to maintain uninterrupted operations at site.
9. If the work entrusted is not proper and to the satisfaction of TPNODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the EIC (**Executive Engineer**) of the concerned Division. If the work of the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one-month notice.
10. On daily basis, meter readers are required to report to the concerned TL MBC/Section Manager/Section Commercial officer for daily allocation of meter reading related work.
11. Supervisor shall report to the SDO/TL MBC/HoG-Commercial/any other official as designated by TPNODL from time to time. Division Coordinator shall co-ordinate with the concerned Section Manager/Section Commercial officer/ TL MBC/HoG-Commercial and the Supervisors/Meter readers for ensuring achievement of the daily performance

targets/providing necessary administrative and logistic support. Division Coordinator shall also co-ordinate with the Business Associate for ensuring availability of the required number of meter readers at all times.

12. BA shall serve a 15 days' notice & terminate the Meter Reader and/or Supervisor on Non-achievement of Billing Coverage, Actual Billing, OCR Billing & Provisional Billing targets. If Meter Reader's/Supervisor's Billing coverage is less than 98% continuously for 2 Months, then he shall be terminated by BA after serving him a 15 days' Notice period. Similarly, Meter Readers and/or Supervisor(s) shall be terminated by BA after one month Notice if their Billing Coverage is less than 96% in any month without any valid reason. (Elaborated details for Penalty & Incentive including Retention Amount may be referred in **Annexure 3**). However, Chief Commercial shall be the final authority to decide in case of any representation or facts are produced by any meter reader / supervisor, justifying his claim or low performance.
13. Parallel Employment by meter reader or supervisor (other than Meter Reading/Supervision under this contract) shall not be allowed and if anyone found violating, shall be punished, leading to Termination of the service immediately. An undertaking shall be taken by BA from Meter Reader and Supervisors at the time of engagement & every year subsequently.
14. In case, the Business Associate(s) desires to discontinue the work from its end, three months' advance notice shall be served.
15. Unless communicated by TPNODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
16. TPNODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
17. Meter Reading, Spot Billing and Bill Distribution activity shall be done for all single-phase domestic, commercial, Government/Public Institution (PI), LI Consumers, Kutir Jyoti (KJ) Consumers etc. Business associate(s) through Meter Reader/Supervisor may also be required to carry out Special Meter Reading (including 3 Ph.), Reading Request Intimation (RRI), Bill Distribution, Special Site Verification, Special Letter Delivery & Disconnection Notice Delivery of 3-phase/1PH consumers. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPNODL.
18. Business Associate(s) shall ensure 100% OCR Based Scanning capturing the meter no. and meter reading (reading parameters as per Single-phase/3-Phase meters- Both TOD & Non-TOD). In case of Timed out / Non-OCR cases, clear & legible Photo showing the meter no. and meter reading in the same frame. MDI KW reading is to be captured in all cases, without fail, as well as through scanning by OCR once it's made available in software/APK. Failure to comply with the above-mentioned conditions, shall attract penalty (Refer to **Annexure 3- Penalty & Incentive**).
19. The meter reading, bill generation and bill distribution shall be conducted sequentially in optimized routes as per Walking Sequence/MRU. The vendor shall prepare Walking Sequence/Binder/MRU Wise Route Map for LT consumers. This route map shall be uploaded in the Billing System and Meter Reader shall sync in with the help of hand-held mobile device to ensure MRU wise billing.
20. Any new connection / addition shall be promptly updated in the existing walking sequence database by BA and actual reading carried out for the same.

21. Physical Bill distribution with acknowledgement for Special cases of Spot-bill and Non-Spot-bill (3PH/HT/EHT) consumers.
22. 2% Check meter reading of the total billed Consumers to be carried out by the Supervisor.
23. Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any meter reader, bill distributor associated with old agencies having disciplinary action/ethical issues in the past without written permission of TPNODL. Verification of the employee will be as per the directions & norms of the TPNODL.
24. Business Associate(s) shall ensure OCR Based Meter Reading, Spot Billing and Bill Distribution of consumers within stipulated time schedule as specified by TPNODL.
25. Meter-reading and billing work shall be considered to be complete only when it meets desired performance level. The Business Associate(s) will submit the data only when it reaches the desired level as communicated to the Business Associate(s) from time to time, failure in achieving the set monthly performance level, shall attract penalty (Refer **Annexure 3**).
26. Meter reading and bill distribution activity is to be undertaken on Monthly basis, or, as decided by TPNODL depending upon the urban & rural geography of the area.
27. Meter Readers and Bill distributors must be medically fit, having minimum height of 5.3 Ft. and vision of 6/6 (with or without spectacles). It is mandatory to submit fitness certificate before employing the meter reader & supervisor. Yearly fitness certificate for each BA employee to be ensured through a Govt. authorized center.
28. In case of termination of any employee by Business Associate(s), the same shall be informed to TPNODL, specifying the reasons for termination.
29. Provision has to be made by the Business Associate(s) that meter reader does not switch off the GPS, data connection and use any other application, internet other than the spot billing application as prescribed by TPNODL. The Business associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/altered by the meter reader.
30. In case of any short coming noticed in the work i.e. taking wrong reading/status unethically, the Business Associate(s) will be penalized (**Refer Annexure 3 - Penalty & Incentive**) on this account on receipt of the complaint from the customer or TPNODL's staff after due verification by the EIC, whose decision shall be final.
31. In case, the uploaded data is not transferred from SBM machines remotely, it is the responsibility of the Business Associate(s) to make the data available at each division/sub-division or, upload the data from BA office as the case may be, for data uploading into the respective TPNODL database system on time on a daily basis.
32. Meter Readers deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of Diploma/Graduation pass or 12th pass can be allowed by EIC based on experience in same profile) and trained for the job intended to be performed by them. The persons to be deputed for reading and billing should not be less than 18 years of age.
33. Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen (Meter Readers) having minimum qualification of Diploma/Graduation pass or 12th pass can be allowed by EIC based on experience in same profile, Division Coordinator/Supervisors/Data Entry (Computer) Operators having minimum qualification of

+2/Graduation Degree from a reputed University, having relevant work experience so as to ensure that various jobs are completed within predefined timeline provided by EIC and ensure quality to be up to the benchmark level in the industry. Data Entry (Computer) Operators shall have adequate Computer Skills such as MS Excel, MS Word and Power Point, Mail Writing etc. Details of such manpower shall be provided to TPNODL before commencement of the work under this Agreement.

34. The agency shall ensure that one-meter reader will take maximum **150 numbers** of reading per day effectively in rural/remote Rural area and **200 numbers of reading per day in urban/Semi Urban area**. In case of exceptions, a prior intimation to be sent to the EIC and a permission shall have to be taken.
35. Business Associate(s) shall arrange necessary safety equipment's like tester, torch as well as Gum Boots/Safety Shoes and umbrella/ Rain Coat (during rainy season) for all BA Staff (2nd invoice will not be processed if safety equipment's not provided).
36. Business Associate(s) shall arrange Permanent Marker, Sponge & spirit & to each Meter Reader for OCR billing.
37. The personnel should be conversant to read write and speak in local language and in addition should have working knowledge of English & Hindi also so as to interact with customers.
38. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
39. It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the TPNODL.
40. Agency shall do Prior Canvassing at site for Meter Reading/Spot Bill before the scheduled Spot Billing date & a future date shall also be intimated to consumers for Billing Purpose.
41. Billing for each month to be aligned with respect of Scheduled Power Outages of the respective Division in consultation with the Section Manager/SCO/TL MBC.
42. Any other communication letter printed along with the Spot Bill at site and any additional letter delivered with Non-SBM/SBM consumer bills shall not be paid separately to Meter Reader or BA as same is part of scope of work.
43. House lock cases have to be minimized (tending to zero) under assigned area of the Business Associate.
44. In case of House lock cases detected by the Meter reader in the 1st month, meter reader shall paste the Reading Request Intimation (RRI) in the prescribed format of TPNODL at consumer premise and shall capture the clear & visible photograph of the pasted RRI clearly showing the locked premises along-with capturing of RRI details. Business Associate(s) shall also share his WhatsApp no. on RRI/ Phone Call for receiving the clear reading & photographs of readings and meter no. in one frame from Consumer in case of permanent House Locked/other Provisional reading remarks.
45. After the meter reader completes reading of all consumers allotted to him, he shall make a second visit to all remaining door locked cases on subsequent day(s) after taking appointment with the consumer on phone call.
46. During the 2nd visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly.
47. Against balance cases of House Lock, at least 5% consumers shall be checked by the supervisor of the Business Associate(s), who shall verify the authenticity. A suitable MIS, in

this connection shall be submitted with list of consumers checked by the supervisor, should be provided to TPNODL in every month.

48. In the next month the meter reader shall try to take actual reading of all pending house lock cases detected in the previous month. If the house is again found locked, then the meter reader shall serve notice to the consumer in prescribed format (by way pasting the notice on the premises) to remain present for meter reading on the date of his planned 2nd visit (during the month). However, he shall submit the list of such consumers (house found locked even after issue of notice) to concerned EIC of the respective Division.
49. Against Timed Out / Non-OCR cases, at-least 5% consumers shall be checked by the supervisor of the Business Associate(s), who shall verify the authenticity. A suitable MIS, in this connection shall be submitted with list of consumers checked by the supervisor, should be provided to TPNODL in every month.
50. Against First Time Faulty / Negative Reading cases, at-least 5% consumers shall be checked by the supervisor of the Business Associate(s), who shall verify the authenticity. A suitable MIS, in this connection shall be submitted with list of consumers checked by the supervisor, should be provided to TPNODL in every month.
51. Division Coordinator to carry out Sample Photo Quality Check based on Division-wise daily report circulated for 20 OCR and 80 Non-OCR cases on weekly basis, which shall be duly shared with TL MBC.
52. Business Associate shall improve the provisional reading cases on month on month basis from the effective date of contract. Failure in reduction of the provisional reading cases shall attract a penalty (Refer **Annexure 3**- Penalty & Incentive).
53. The Business Associate(s) shall provide list and provide Site Visit Report (in prescribed format of TPNODL) with sufficient information/ proof of the permanent premise locked / ghost consumer cases (Meters not physically present but details available in database, duplicate meter/connection details, double billing cases, new connections meter installed not updated in the database like Soubhagya Consumers & electro-mechanical meters installed at site/meter no. mismatch cases/disconnected – TD in system but live at site) along with final data submission of every cycle, if reading could not be taken after all the necessary efforts.
54. In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker/Notice (as per process defined by TPNODL) on some conspicuous/prominent part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by TPNODL) to obtain the readings. In cases where non-accessibility to meter continues, Business Associate(s) shall paste Disconnection Notice on some conspicuous/prominent part of premises like main gate/door as per OERC guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC.
55. It is the responsibility of the Business Associate(s) to download/sync in the customer and meter reading data in SBM machines as per the schedule of MRU / walking sequence /DT Wise. As soon as meter reading and spot billing is completed for the consumer at site, the meter reading and billing data shall be uploaded automatically to TPNODL server on real time basis through GPRS/4G/5G. In case of any intermittent network issue in some areas, the readings and spot billing data shall be uploaded to TPNODL server as soon as the network

connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPNODL office, whichever is nearest or the most convenient.

56. In case of smart meters, where reading is fetched from MDM, Meter readers to generate SBM bills with auto populated reading and in balance cases, regular SBM billing process to be followed.
57. It is the responsibility of the Business Associate(s) to generate all exception reports (as desired by TPNODL) and inform the Section Commercial officer & TL-MBC for necessary action.
58. Data sync-in / sync-out to TPNODL system will be on real time/online basis unless otherwise mutually agreed.
59. In case of average billing (due to defective meter or in case no meter), the supervisor of the Business Associate(s) shall verify minimum 2% of such consumers in a month and shall submit report to concerned EIC of the respective Division on monthly basis.
60. In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth/Thermal printer along with stationery for bill printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Meter Reading, Spot Billing and Bill Distribution due to unavailability of smart mobile phones and Bluetooth/Thermal printer along with stationery for bill printing.
61. Business Associates shall keep enough no. of smart mobile phones, blue tooth printers, power bank in stock which can be used immediately without delay in case few devices become faulty/damaged.
62. TPNODL has the right to inspect these devices, either on its own, or by hiring the services of a third party, in order to be satisfied of their good order and condition.
63. The software/Apk will be provided by TPNODL for Meter Reading and Spot Billing activities which the business associates should only use and no other software shall be used.
64. All Employees of Business Associate(s) shall follow TPNODL code of conduct & TPNODL ethics policy. Any deviation found will be viewed seriously & the contract could be terminated immediately without serving any notice.
65. Business Associate(s) shall optimize route sequencing/walking sequence to get better productivity and shall keep TPNODL informed of such changes in system. Business Associate(s) shall provide to TPNODL finalized route sequence initially within two cycles and thereafter for new connections, after every cycle of reading and any changes thereto on cycle / Sub cycle basis. All such data shall be submitted to TPNODL along with Meter Reading Data/Report as per schedule. BA to ensure walking sequence to be painted at the site.
66. Business Associate(s) has to read meter reading as per their register group. Single Phase meters where provision of recording MDI exists) are to be read for KWH consumption & Maximum Demand Indicator (MDI) reading (KW). 3-Phase meters (TOD/NON-TOD) may be required to be read on need basis for KWH consumption, KVAH Consumption, MDI (KVA/KW), Lag/Lead (KVARH) and TOD peak and off-peak readings etc. Besides these key parameters the Meter Readers are also expected to match & record SCN No., Meter Sr. No., Supply address, consumer category use, meter make etc. and report TPNODL in case of any abnormality.

These readings shall be captured subject to availability of feature in the meter and as per instruction from TPNODL or prior approval by TPNODL from time to time.

67. The business Associate(s) shall extend all reasonable support to TPNODL in a drive for recording any other statutory information required which TPNODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator "ON" or any other parameter required for meter reading and billing performance improvement like meter type- Mechanical / Electronic, supply status, category use, meter location (such as meter at height, inside the house, non-accessible, obstacle), dirty meter box/meter screen, Air-Conditioners installed at consumer premises etc.
68. Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter & Seal status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TPNODL to not only correct, update the data base but book, consumer's indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and pasting/painting of walking sequence no. at consumer's premise as per requirement at their own cost.
69. The accuracy of meter reading is of utmost responsibility of Business Associate(s) and necessary follow up reading and correction shall be carried out by the Business Associate(s) and shall form part of Business Associate(s) Scope, i.e., 100 % checking of exception list generated by TPNODL database within the stipulated time (as decided by TPNODL), including attending to the exception list, reporting of address and meter mismatch cases required for correction and updating of the database.
70. Consumer updated contact number, Email and consumer availability details need to be submitted before the next billing cycle. The BA must collect correct mobile numbers from the consumers where mobile numbers are not available in database, for which incentive @ Rs 1/- per mobile number per consumer shall be given, after checking their validity. The supervisor of the Business Associate(s) shall verify minimum 10% of authenticity of such mobile numbers in a month and shall submit report to concerned EIC of the respective Division on monthly basis. In case punching of any wrong mobile number shall attract a penalty @ Rs 2/- per mobile number per consumer.
71. Business Associate(s) will bring clear & visible photographs for exceptional cases like meter faulty, abnormal reading, disconnected, door lock cases or any other remark as defined by EIC
72. Business Associate(s) shall arrange meter reading preferably through collapsible/ fold-able ladder where meter is installed at height. At least a ladder should be available at each location.
73. Business Associate(s) will assist TPNODL to process/liquidate the No Meter cases completely, as per procedure, and as required by TPNODL. Where meter existed earlier at site or as per records of TPNODL, and meter reader finds no meter at site, the Business Associate(s) shall submit to TPNODL such report, or undertake such measures, as per procedure, and as required by TPNODL, within one billing cycles as per process. However, if any cases where connections have become dead/in-active/Not in Billing Net in TPNODL database be given to the Business Associate(s) for checking site condition.

74. Business Associate(s) have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid Customer Accounts, other than multi meter cases, should not be there in a single cycle data. Penalty of Rs.100 per case on monthly invoice of BA shall be imposed on such cases if found. Business Associate(s) will read/report all meters in a premises and report cases which were not given in the downloaded data and report these as extra connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system (with reading, correct DT/Binder/MRU, adjoining SC No. and Walking Sequence.) plus assist TPNODL to correct database to start billing of such consumers which are not being billed presently. On start of the billing of these extra connections, Business Associate(s) shall be given an incentive of Rs. 250 per such case as per clause (Refer **Annexure 3- Penalty & Incentive**). At the end of each financial year, BA shall have to undertake that there is no extra meter (not in billing net) in its area of operation, certificate/undertaking to be provided Division/Sub-Division wise. Any such extra meter/connection found after the undertaking shall attract a penalty of Rs. 500 per such case found by TPNODL.
75. Business Associate(s) shall assist TPNODL and ensure that Consumers complaints regarding Meter Reading, Spot Billing and Bill Distribution are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPNODL.
76. Since the Meter reading, billing and bill distribution depends on the quality of manpower employed, the BA employees shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the assignment including Meter Reading or causing any harassment to the Consumer of TPNODL.
77. Business Associate(s) shall assist TPNODL in all its endeavors to reduce provisional Billing, curb theft of electricity, reduction in reading and billing cycle time, reduction in reading or billing errors and percentage improvement of normal reading in first attempt during scheduled meter reading. The BA Employees who shall not report/ report very less no. of theft cases and whose performance shall not be up to the mark shall need to improve and warning letters may be issued to them for improving their performance.
78. Business Associate(s) shall provide all necessary support in implementing new/ innovative technology/process and conducting pilot project. Any new technology which shall be implemented in future for improvement of billing performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.
79. If the billing/ mailing address is different than consumer's address of actual connection, then in such cases BA through Meter Readers/Supervisors shall deliver bills to the mailing address well within the due date.
80. Special meter reading cases can be of any division in TPNODL area and will not be limited to the division allocated to the Business Associate(s). Provisional remarks like Meter Faulty, No Meter, Disconnected & Door Locked supported by valid proof like photograph & associated field information etc. in the prescribed SVR format as decided by TPNODL. These cases will be under count in other activities and in addition to 1PH Billing Target given and no separate payment/incentive will be provided.
81. The BA shall print and serve the separate Disconnection Notice to the consumers along with the spot bill of 1-phase consumers during normal meter reading and billing scheduled. It may

also be required to deliver the disconnection notice separately and / or any informative pamphlets related to TPNODL, for which BA shall collect the printed copies of the disconnection notice along with the defaulters list and / or any informative pamphlets related to TPNODL, from the concerned EIC and give the acknowledgement to the EIC.

82. Business Associate shall ensure one Division Co-Ordinator in each Division & minimum 1 Data Entry (Computer) operator for Divisions with less than 1 Lac Live consumers count and 2 Nos. Data Entry (Computer) operator in Divisions with more than 1 Lacs consumer base. Failing to deploy Division Coordinator will attract a monthly penalty of Rs. 20000/- which can be further extended to Rs.50000/- per month on discretion of EIC. Similarly, failing to deploy Data Entry (Computer) Operator (1 or 2 as the case maybe) will attract a monthly penalty of Rs.10000/- per Data Entry (Computer) Operator which can be further extended to Rs.25000/- per month per Operator on discretion of EIC.
83. Agency has to ensure Slab Adherence of atleast 95% per month and to be gradually increased upto 99%.
84. The BA shall submit the acknowledgement having following information to the concerned EIC after serving of disconnection notice.
 - a) Date of service of notice.
 - b) Name and Detail address of the consumer with father /spouse name
 - c) Nearest land mark of the premises
 - d) Adjacent consumer number
 - e) Mobile number of consumer/Person receiving the notice
85. Any BA employee should not have arrear pending on his/her Electricity bill. If such instance is found, then TPNODL shall process requisite penal action which may include financial penalty, warning and other action deemed fit in line of Contract terms & regulation.
86. BA shall ensure mandatory POD of 10% Disconnection Notices with Consumer's signature and/or contact number/photo evidence for the notice served to consumers through Meter Readers & the balance 90% notices should have delivery details and confirmation like name & contact number for the receiver.

3. **TERMS & CONDITIONS: -**

Company shall reserve the right to change the number of Customers in any division, (if required) considered in the contract /during the contract period.

1. Bidder has to fill quotations for all divisions of the Circles mentioned in tender enquiry contract.
2. Bidder shall arrange and install adequate No. of desktops/printers/mobiles/cartridges/paper rolls for carrying out the activities listed in scope of work.
3. 90% of Payment shall be made within 7 working days from the date of SES approval of the BA by the EIC and balance 10% of payment to be paid after submission of proof of transfer of wages to every manpower along with deposit of statutory dues of PF/ESI, to be certified by BA Legal Cell.

4. *After completing the assigned work in a particular Section, the concerned SDO would have the right to direct BA to utilize the manpower optimally across the various section in same Sub-Division. At regular interval, meter reader shall be swapped across the section within a Sub-Division/adjacent Sub-Division within same Division and the Supervisor shall be swapped across the Sub- Division within the Division in coordination of BA.*
5. *The numbers of consumers mentioned above shall vary time to time subject to awarding contract to SHGs (Women Self Help Groups) and other factors like smart meters, etc. and there is expected reduction in BOQ quantity of 2 lacs by end of every year due to E-Bill adoption. Further, billing slab shall be optimized from current 22 days of billing per month to 28 days of billing per month. Proportionate per Unit Cost will get reduced due to reduction in per day meter read/other activities*

4. **Establishment, Data Compilations and Reports:**

- a) Business Associate(s) shall set up adequate no. of office establishments with computers, printers etc. and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- b) Business Associate(s) would have to establish an official set up at Head Quarter office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the project.
- c) The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices
- d) Business Associate(s) would engage an experienced Project Manager to report to TPNODL nodal officer for overall monitoring across the allocated divisions.
- e) Business Associate(s) would engage One Division Coordinator for each Division to report to EIC & Minimum 2 Data Entry / Computer Operators for each division.
- f) The Business Associate(s) is also liable to assist TPNODL in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book/MRU, phone number, route/walking sequence & meter status details etc.
- g) Submission of data by Business Associate(s) shall be in the form of hard/soft copy as per the requirement of TPNODL.
- h) The Business Associate(s) will submit meter-reading and billing data / reports / follow up reports after proper Quality Check and duly corrected as per the specified formats by TPNODL & will upload the same in TPNODL system.

Availability: The Meter Reading, Spot Billing and Bill Distribution service is to be available at least 99% of the defined service delivery time. In case of failure, all damages fees will be as per the **penalty defined in Section (Refer Annexure 3- Penalty & Incentive)**. Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Business Associate(s) control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.

5. **Security of Data**

The Meter Reading, Spot Billing and Bill Distribution Business Associate(s) shall ensure the following approach and methodology for data security:

- By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including: Authorization, Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution.
- The Business Associate(s) shall maintain adequate data security so that no data of TPNODL can be changed or transferred to anybody without prior approval of TPNODL, failing which it shall attract Penalty as per Penalty clause (Refer **Annexure 3** - Penalty & Incentive)
- In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack.
- In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised.
- Application audit trail such as implementing date-time and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.
- Securing the relevant infrastructure and integrating with existing TPNODL infrastructure security including network perimeter defenses, server security, and data infrastructure security.
- Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

6. Maintenance

- a) **Scheduled Maintenance:** Business Associate(s) shall specify the basis for scheduled maintenance causing / or not causing disruption to provided Service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that TPNODL is notified. Maintenance shall be performed during off-peak hours and the Business Associate(s) shall always provide advanced notice of scheduled maintenance to TPNODL.
- b) **Emergency Maintenance:** Business Associate(s) shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Business Associate(s) shall notify immediately the TPNODL regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations. Customer shall be available for inspection; auditing and copying by TPNODL or other authorized representatives. The Business Associate(s) shall be acting to correct or remedy any audit results within a time period agreed upon with the TPNODL.

7. Statutory Requirements:

- a) If any financial irregularity like non-payment of Salary, Incentive, short payment etc. by the Business Associate(s) is noticed, TPNODL reserves the right to take legal action against the Business Associate(s)/ terminate the contract without assigning any reason thereto.

- b) The personnel engaged by the Business Associate(s) shall be deemed always as their employees however TPNODL is concerned with their engagement conditions and the remuneration which should be minimum wages as per law of the land & Government of Odisha direction. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPNODL at any time and furnish the same to TPNODL before commencing the Contract. All statutory compliances shall be ensured by the Business Associate(s).
- c) Business Associate shall undertake to indemnify the Company against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in BAs employment or to any other person or properties including those of TPNODL, arising due to reasons attributable to any, act, omission of the BA, for the entire period of contract.
- d) TPNODL shall not be responsible, if the Business Associate(s) infringes the laws or statute of Odisha state/India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.

8. Responsibility Matrix:

TPNODL & Business Associate(s) shall have the following responsibilities:

- 1) Identify a Core Team of Officers including TL MBC for the purpose of monitoring the agencies in the conduct of the assignment. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- 2) The Core Team including TL MBC will coordinate interactions with Billing/IT departments as well as the Technical departments in the matters of providing necessary data; acquire relevant authorizations and other administrative assistance. The primary information requirements shall be the following. Commercial and Revenue Information: Billing databases of consumers for past.
- 3) Identify appropriate officers including TL MBC to be responsible for verification and validation of the information/ reports to be submitted by the Business Associate (s).
- 4) Nominate adequate staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.
- 5) Provide necessary road permits /waybill to the successful bidder as and when required by them.
- 6) The Business Associate(s) shall open a temporary co -ordination office near corporate office of TPNODL. Submit a Weekly report to the Corporate Billing Team and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.
- 7) The Business Associate(s) will have to furnish the Meter Reading, Spot Billing and Bill Distribution program along with the name of meter-reader prior to starting the reading in a particular designated area by 2nd of each month.
- 8) The Business Associate(s) shall not undertake distribution of any other advertisements, pamphlets, etc. along with the electricity bills unless it is authorized by Engineer-in charge of the Contract.

- 9) The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for the following.
- Number of slippages in schedule – with respect to Meter Reading, Spot Billing and Bill Distribution.
 - Number of errors in recording Meter Reading, Spot Billing and Bill Distribution.
 - Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- 10) The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- 11) While TPNODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for meter reading, bidder shall not charge for the extra time and cost involved.
- 12) The Business Associate(s) have to support TPNODL for organization of necessary camps to improving the billing percentage.
- 13) In case of wrong / non-reporting of meter reading, with any type of connivance between deployed manpower and consumer, TPNODL shall ask to the agency for legal action against such employee & terminate the service of such employee as well as recovery of loss from the Business Associate(s) bills.
- 14) On the receipt of written complaint from TPNODL, the Business Associate(s) shall take action against the particular meter reader within a week of receipt of such complaint.
- 15) The meter readings along with the meter status, nature of premises, status of the service and condition/status of the seals should be furnished to the concerned for scrutiny. The Business Associate(s) is responsible for reporting the correct category of the consumer.
- 16) The Business Associate(s) should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, available payment modes, payment options / channels and how to pay using these payment modes/channels etc.
- 17) In case reading and billing could not be done at the consumer premises, the Business Associate(s) should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Business Associate(s) –**Refer Annexure 3.**
- 18) Meter readings of a consumer shall be taken on the fixed date as specified in schedule/MRU and any deviation of meter reading date will attract penalties.
- 19) Business Associate(s) shall arrange Installation of CCTV camera in Agency Offices due to large Spread Areas and Effective Monitoring.
- 20) Seasonal uniforms along with cap / Rain Coat shall be provided by the BA agency for summer, winter, and rainy seasons. Timing for working for office staff & field staff will be on decision of EIC/designated person nominated by EIC.
- 21) Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases of absence of staff in Division Office.
- 22) Business Associate(s) shall arrange and help in Redefining of walking sequence as well as Marking of walking sequence for every connection on site through Permanent Marker.

- 23) Business Associate(s) shall ensure that the persons working for the Business Associate(s) shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.
- 24) It is recommended that In-Charge of Business Associate(s) should perform the 1st level of filtration, so as to remove all the trivial cases. Given the volume of data to be inspected.
- 25) TPNODL would not consider cases of "Address Not Traceable" as a valid excuse for missing meter-readings. Unless, the Business Associate(s) is able to establish its case before the concerned designated TPNODL's EIC, penalties would be imposed accordingly as a wrong remark.
- 26) During the course of the engagement, TPNODL is not liable for any injuries occurring to the Business Associate(s) staff during Meter Reading, Spot Billing and Bill Distribution. Moreover, TPNODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- 27) Any additional information related to the Meter Reading, Spot Billing and Bill Distribution required by the TPNODL should be furnished as instructed from time to time.
- 28) Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- 29) Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

9. Cross Area Checking

- 1) Business Associate(s) shall form a Cross Area checking team as per instruction of the EIC/person appointed by TPNODL. The capacity of team to be decided by EIC. This team can visit / cross check the cases of any Division in TPNODL area and will not be limited to the Division allocated to the Business Associate(s).
- 2) The detail that to be captured from site, shall also be decided by EIC. The cross-checking activities shall be considered as Meter Reading, Spot Billing, Bill Distribution Activity.

Annexure 2. Consumer Details. Balasore, Bhadrak, Jajpur, Baripada & Keonjhar Circle, Division, SDO & Section wise Consumer count/other activities detail along with expected minimum daily output by each Meter Reader:

Balasore Circle:

Circle	Division	Sub-Division	Section name	Section Type	Division wise Live Smart Meter cases excluding WSHG	Live/TD Consumers including Smart Meter excluding WSHG - March '26	Other Count(Low Consumption cases, Disconnected cases Survey,Bill Distribution in SBM/Non-SBM cases,Special Meter reading, Three Phase Meter Reading, Special Letter/Disconnection Notice Delivery with POD)	Meter Reading/Spot Billing/Bill Printing/Bill Distribution+A ctivities mentioned in C Column	Expected Per Day output per Meter Reader as activities on count mentioned in D Column	Section wise Per Day Total Meter Read/activities
					A	B	C	D	E	F
BALASORE	BED BALASORE	SDO-I BALASORE	ESO BALASORE NO-I	URBAN	17710	6,648	369	7,017	106	319
BALASORE	BED BALASORE	SDO-I BALASORE	ESO BALASORE NO-II	URBAN		9,109	506	9,615	109	437
BALASORE	BED BALASORE	SDO-I BALASORE	ESO CHANDIPUR	REMOTE RURAL		5,017	278	5,295	60	241
BALASORE	BED BALASORE	SDO-I BALASORE	ESO GOPALGAON	URBAN		8,483	471	8,954	136	407
BALASORE	BED BALASORE	SDO-I BALASORE	ESO MATHASAH	URBAN		6,919	384	7,303	166	332
BALASORE	BED BALASORE	SDO-II BALASORE	ESO GANESWARPUR	SEMI URBAN		6,861	381	7,242	110	329
BALASORE	BED BALASORE	SDO-II BALASORE	ESO BALASORE NO-III	URBAN		13,461	747	14,208	129	646
BALASORE	BED BALASORE	SDO-II BALASORE	ESO BALASORE NO-IV	URBAN		10,784	599	11,383	129	517
BED Balasore Total					17,710	67,282	3,734	71,016		3,228
BALASORE	BED BASTA	SDO JAMSULI	ESO BALIAPAL	RURAL	15597	24,677	1,370	26,047	85	1184
BALASORE	BED BASTA	SDO BASTA	ESO BASTA NO-I	RURAL		14,226	790	15,016	85	683
BALASORE	BED BASTA	SDO BASTA	ESO BASTA NO-II	RURAL		9,566	531	10,097	92	459
BALASORE	BED BASTA	SDO BASTA	ESO RAJGHAT	RURAL		9,644	535	10,179	77	463
BALASORE	BED BASTA	SDO JAMSULI	ESO JAMSULI	RURAL		10,892	605	11,497	87	523
BALASORE	BED BASTA	SDO JAMSULI	ESO LANGALESWAR	RURAL		15,208	844	16,052	81	730
BED Basta Total					15,597	84,213	4,674	88,887		4,040
BALASORE	CED BALASORE	RE SDO-I BALASORE	ESO DURGADVI	REMOTE RURAL	21710	7,982	443	8,425	77	383
BALASORE	CED BALASORE	RE SDO-I BALASORE	ESO REMUNA	RURAL		10,334	574	10,908	99	496
BALASORE	CED BALASORE	RE SDO-I BALASORE	ESO RUPSA	RURAL		17,985	998	18,983	78	863
BALASORE	CED BALASORE	RE SDO-II BALASORE	ESO FULADI	RURAL		7,319	406	7,725	88	351
BALASORE	CED BALASORE	RE SDO-II BALASORE	ESO ODANGI	REMOTE RURAL		7,925	440	8,365	63	380
BALASORE	CED BALASORE	RE SDO-II BALASORE	ESO SARAGAN	RURAL		12,965	720	13,685	78	622
BALASORE	CED BALASORE	RE SDO-II BALASORE	ESO SRJANG	RURAL		7,792	432	8,224	75	374
BALASORE	CED BALASORE	SDO NILGRI	ESO BARAMPUR	REMOTE RURAL		13,572	753	14,325	72	651
BALASORE	CED BALASORE	SDO NILGRI	ESO MITRAPUR	REMOTE RURAL		10,786	599	11,385	86	517
BALASORE	CED BALASORE	SDO NILGRI	ESO NILGRI	RURAL		9,324	517	9,841	89	447
BALASORE	CED BALASORE	SDO NILGRI	ESO SERGARH	RURAL		9,298	516	9,814	89	446
CED Balasore Total					21,710	1,15,282	6,398	1,21,680		5,531
BALASORE	JED JALESWAR	SDO BHOGRAI	ESO CHANDANESWAR	RURAL	19109	19,693	1,093	20,786	86	945
BALASORE	JED JALESWAR	SDO BHOGRAI	ESO DEHURDA	RURAL		16,050	891	16,941	86	770
BALASORE	JED JALESWAR	SDO JALESWAR	ESO HATIGARH	REMOTE RURAL		17,013	944	17,957	91	816
BALASORE	JED JALESWAR	SDO JALESWAR	ESO NAMPO	RURAL		6,804	378	7,182	82	326
BALASORE	JED JALESWAR	SDO JALESWAR	ESO JALESWAR-I	SEMI URBAN		10,778	598	11,376	86	517
BALASORE	JED JALESWAR	SDO JALESWAR	ESO JALESWAR-II	RURAL		13,711	761	14,472	82	658
BALASORE	JED JALESWAR	SDO BHOGRAI	ESO BHOGRAI	RURAL		10,230	568	10,798	82	491
BALASORE	JED JALESWAR	SDO BHOGRAI	ESO KAMARDA-I	RURAL		11,648	646	12,294	93	559
BALASORE	JED JALESWAR	SDO BHOGRAI	ESO KAMARDA-II	RURAL		6,990	388	7,378	84	335
JED Jaleswar Total					19,109	1,12,917	6,267	1,19,184		5,417
BALASORE	SED SORO	SDO BAHANAGA	ESO BAHANAGA	RURAL	32419	13,309	739	14,048	71	639
BALASORE	SED SORO	SDO BAHANAGA	ESO GOPALPUR	RURAL		16,047	891	16,938	77	770
BALASORE	SED SORO	SDO BAHANAGA	ESO KHANTAPADA	RURAL		7,861	436	8,297	75	377
BALASORE	SED SORO	SDO KHAIRA	ESO DUNGURA	RURAL		11,721	651	12,372	70	562
BALASORE	SED SORO	SDO KHAIRA	ESO GANDIBEDA	RURAL		7,955	442	8,397	76	382
BALASORE	SED SORO	SDO KHAIRA	ESO OUPADA	REMOTE RURAL		7,910	439	8,349	76	380
BALASORE	SED SORO	SDO KHAIRA	ESO KHAIRA	RURAL		19,820	1,100	20,920	73	951
BALASORE	SED SORO	SDO MARKONA	ESO MARKONA	RURAL		12,751	708	13,459	76	612
BALASORE	SED SORO	SDO MARKONA	ESO ADABAZAR	RURAL		8,152	452	8,604	78	391
BALASORE	SED SORO	SDO MARKONA	ESO BALIKHANDA	RURAL		8,457	469	8,926	81	406
BALASORE	SED SORO	SDO SORO	ESO ANANTAPUR	RURAL		7,441	413	7,854	71	357
BALASORE	SED SORO	SDO SORO	ESO SORO NO-I	RURAL		19,542	1,085	20,627	85	938
BALASORE	SED SORO	SDO SORO	ESO SORO NO-II	RURAL		16,203	899	17,102	78	777
SED Soro Total					32,419	1,57,169	8,723	1,65,892		7,541
Grand Total					1,06,545	5,36,863	29,796	5,66,659		25,757

Bhadrak Circle:

Circle	Division	Sub-Division	Section name	Section Type	Division wise Live Smart Meter cases excluding WSHG	Live/TD Consumers including Smart Meter excluding WSHG- March'26	Other Count(Low Consumption cases, Disconnected cases Survey,Bill Distribution in SBM/Non-SBM cases,Special Meter reading, Three Phase Meter Reading, Special Letter/Disconnection Notice Delivery with POD)	Meter Reading/Spot Billing/Bill Printing/Bill Distribution+ Activities mentioned in C Column	Expected Per Day output per Meter Reader as activities on count mentioned in D Column	Section wise Per Day Total Meter Read/activities
					A	B	C	D	E	F
BHADRAK	BNED BHADRAK	SDO BASUDEVPUR	ESO BASUDEVPUR NO-I	RURAL	34119	10,402	577	10,979	71	499
BHADRAK	BNED BHADRAK	SDO BASUDEVPUR	ESO BASUDEVPUR NO-II	RURAL		15,429	856	16,285	82	740
BHADRAK	BNED BHADRAK	SDO BASUDEVPUR	ESO ERAM	RURAL		8,082	449	8,531	78	388
BHADRAK	BNED BHADRAK	SDO DHAMARA	ESO BEDEIPUR	REMOTE RURAL		17,820	989	18,809	66	855
BHADRAK	BNED BHADRAK	SDO DHAMARA	ESO DHAMARA	REMOTE RURAL		7,218	401	7,619	49	346
BHADRAK	BNED BHADRAK	SDO-I BHADRAK	ESO BHADRAK NO-I	URBAN		8,943	496	9,439	86	429
BHADRAK	BNED BHADRAK	SDO-I BHADRAK	ESO BHADRAK NO-II	URBAN		9,783	543	10,326	78	469
BHADRAK	BNED BHADRAK	SDO-I BHADRAK	ESO CHARAMPA	SEMI URBAN		5,652	314	5,966	90	271
BHADRAK	BNED BHADRAK	SDO-I BHADRAK	ESO TAHASIL	URBAN		7,674	426	8,100	92	368
BHADRAK	BNED BHADRAK	SDO-II BHADRAK	ESO BHADRAK NO-III	RURAL		12,180	676	12,856	83	584
BHADRAK	BNED BHADRAK	SDO-II BHADRAK	ESO BHADRAK NO-IV (RAN	RURAL		7,621	423	8,044	91	366
BHADRAK	BNED BHADRAK	SDO-II BHADRAK	ESO RAHANJA	RURAL		6,897	383	7,280	83	331
BHADRAK	BNED BHADRAK	SDO TIHIDI	ESO TIHIDI	RURAL		27,700	1,537	29,237	63	1329
BHADRAK	BNED BHADRAK	SDO TIHIDI	ESO CHANDBALI	REMOTE RURAL		15,940	885	16,825	64	765
BHADRAK	BNED BHADRAK	SDO TIHIDI	ESO JASHIPUR	REMOTE RURAL		18,558	1,030	19,588	59	890
BNED Bhadrak Total					34,119	1,79,899	9,984	1,89,883		8,631
BHADRAK	BSED BHADRAK	SDO BHADRAK RUR	ESO AGARPADA	RURAL	26166	19,544	1,085	20,629	72	938
BHADRAK	BSED BHADRAK	SDO ASURALI	ESO ARNAPALA	RURAL		10,069	559	10,628	81	483
BHADRAK	BSED BHADRAK	SDO ASURALI	ESO ASURALI	RURAL		10,224	567	10,791	82	491
BHADRAK	BSED BHADRAK	SDO ASURALI	ESO BETALIGAON	REMOTE RURAL		9,582	532	10,114	77	460
BHADRAK	BSED BHADRAK	SDO DHAMANAGAR	ESO DHAMANAGAR	RURAL		19,659	1,091	20,750	67	943
BHADRAK	BSED BHADRAK	SDO DHAMANAGAR	ESO BHANDARI POKHARI-I	RURAL		12,201	677	12,878	73	585
BHADRAK	BSED BHADRAK	SDO DHAMANAGAR	ESO BHANDARI POKHARI-RE	REMOTE RURAL		17,185	954	18,139	63	824
BHADRAK	BSED BHADRAK	SDO BHADRAK RUR	ESO BONTH	RURAL		15,952	885	16,837	77	765
BSED Bhadrak Total					26,166	1,14,416	6,350	1,20,766		5,489
Grand Total					60,285	2,94,315	16,334	3,10,649		14,120

Jajpur Circle:

Circle	Division	Sub-Division	Section name	Section Type	Division wise Live Smart Meter cases excluding WSHG	Live/TD Consumers including Smart Meter excluding WSHG- March'26	Other Count(Low Consumption cases, Disconnected cases Survey,Bill Distribution in SBM/Non-SBM cases,Special Meter reading, Three Phase Meter Reading, Special Letter/Disconnection Notice Delivery with POD)	Meter Reading/Sp or Billing/Bill Printing/Bill Distribution +Activities mentioned in C Column	Expected Per Day output per Meter Reader as activities on count mentioned in D Column	Section wise Per DayTotal Meter Read/activities
					A	B	C	D	E	F
JAJPUR	JED JAJPUR ROAD	SDO PANIKOILI	ESO BAITARANI ROAD	RURAL	32376	4,461	248	4,709	54	214
JAJPUR	JED JAJPUR ROAD	SDO PANIKOILI	ESO PANIKOILI	REMOTE RURAL		16,649	924	17,573	67	799
JAJPUR	JED JAJPUR ROAD	SDO JAJPUR ROAD	ESO CHORDA CHHAKA	URBAN		12,600	699	13,299	86	605
JAJPUR	JED JAJPUR ROAD	SDO JAJPUR ROAD	ESO DANAGADI	RURAL		9,812	545	10,357	59	471
JAJPUR	JED JAJPUR ROAD	SDO JAJPUR ROAD	ESO DALA	RURAL		10,833	601	11,434	74	520
JAJPUR	JED JAJPUR ROAD	SDO JAJPUR ROAD	ESO KOREI	REMOTE RURAL		12,769	709	13,478	56	613
JAJPUR	JED JAJPUR ROAD	SDO DUBURI	ESO DUBURI	REMOTE RURAL		14,191	788	14,979	52	681
JAJPUR	JED JAJPUR ROAD	SDO DUBURI	ESO SUKINDA	REMOTE RURAL		15,829	879	16,708	54	759
JED Jajpur Road Total					32,376	97,144	5,391	1,02,535		4,661
JAJPUR	JTED JAJPUR	SDO BINJHARPUR	ESO BALAMUKULI	RURAL	28235	9,302	516	9,818	64	446
JAJPUR	JTED JAJPUR	SDO BINJHARPUR	ESO BINJHARPUR NO-I	RURAL		8,205	455	8,660	66	394
JAJPUR	JTED JAJPUR	SDO BINJHARPUR	ESO BINJHARPUR NO-II	RURAL		10,855	602	11,457	58	521
JAJPUR	JTED JAJPUR	SDO BINJHARPUR	ESO MADHUSUDANPUR	RURAL		5,582	310	5,892	54	268
JAJPUR	JTED JAJPUR	SDO DASARATHPUR	ESO DASARATHPUR	RURAL		13,966	775	14,741	61	670
JAJPUR	JTED JAJPUR	SDO DASARATHPUR	ESO MANGALPUR	RURAL		12,824	712	13,536	68	615
JAJPUR	JTED JAJPUR	SDO DASARATHPUR	ESO AHİYAS	RURAL		9,075	504	9,579	73	435
JAJPUR	JTED JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-I	URBAN		13,648	757	14,405	94	655
JAJPUR	JTED JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-II	RURAL		12,144	674	12,818	83	583
JAJPUR	JTED JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-III	RURAL		7,698	427	8,125	92	369
JTED Jajpur Total					28,235	1,03,299	5,733	1,09,032		4,956
JAJPUR	KED KUAKHIA	SDO BARI	ESO AMATHPUR	RURAL	30210	8,505	472	8,977	82	408
JAJPUR	KED KUAKHIA	SDO BARI	ESO BARI NO-I	RURAL		10,645	591	11,236	64	511
JAJPUR	KED KUAKHIA	SDO BARI	ESO BARI NO-II	RURAL		5,869	326	6,195	70	282
JAJPUR	KED KUAKHIA	SDO BARI	ESO SUJANPUR	RURAL		8,114	450	8,564	65	389
JAJPUR	KED KUAKHIA	SDO DHARMASALA	ESO JARAKA	RURAL		10,286	571	10,857	82	493
JAJPUR	KED KUAKHIA	SDO DHARMASALA	ESO KABATABANDHA	RURAL		13,498	749	14,247	72	648
JAJPUR	KED KUAKHIA	SDO DHARMASALA	ESO KUNDAPATNA	RURAL		6,410	356	6,766	77	308
JAJPUR	KED KUAKHIA	SDO DHARMASALA	ESO NEULPUR	REMOTE RURAL		10,635	590	11,225	64	510
JAJPUR	KED KUAKHIA	SDO KUAKHIA	ESO BRAHAMABARDA	RURAL		10,222	567	10,789	70	490
JAJPUR	KED KUAKHIA	SDO KUAKHIA	ESO KUAKHIA	RURAL		16,963	941	17,904	74	814
JAJPUR	KED KUAKHIA	SDO KUAKHIA	ESO MATHASAHİ	RURAL		12,302	683	12,985	74	590
KED Kuakhia Total					30,210	1,13,449	6,296	1,19,745		5,443
Grand Total					90,821	3,13,892	17,421	3,31,313		15,060

Keonjhar Circle:

Circle	Division	Sub-Division	Section name	Section Type	Division wise Live Smart Meter cases excluding WSHG	Live/TD Consumers including Smart Meter excluding WSHG- March'26	Other Count(Low Consumption cases, Disconnected cases Survey,Bill Distribution in SBM/Non-SBM cases,Special Meter reading, Three Phase Meter Reading, Special Letter/Disconnection Notice Delivery with POD)	Meter Reading/Spot Billing/Bill Printing/Bill Distribution +Activities mentioned in C Column	Expected Per Day output per Meter Reader as activities on count mentioned in D Column	Section wise Per Day Total Meter Read/activities
					A	B	C	D	E	F
KEONJHAR	AED ANANDPUR	SDO ANANDAPUR	ESO ANANDPUR	REMOTE RURAL	17691	14,882	826	15,708	79	714
KEONJHAR	AED ANANDPUR	SDO ANANDAPUR	ESO RAMCHANDRAPUR	REMOTE RURAL		13,605	755	14,360	73	653
KEONJHAR	AED ANANDPUR	SDO BIDYADHARPUR	ESO BIDYADHARPUR	REMOTE RURAL		10,228	568	10,796	82	491
KEONJHAR	AED ANANDPUR	SDO BIDYADHARPUR	ESO HATADIHI	REMOTE RURAL		18,950	1,052	20,002	76	909
KEONJHAR	AED ANANDPUR	SDO ANANDAPUR	ESO GASHIPURA	REMOTE RURAL		16,836	934	17,770	81	808
KEONJHAR	AED ANANDPUR	SDO ANANDAPUR	ESO KESUDURAPAL	REMOTE RURAL		8,213	456	8,669	79	394
AED Anandpur Total					17,691	82,714	4,591	87,305		3,968
KEONJHAR	JED JODA	SDO BARBIL	ESO BARBIL NO-I	SEMI URBAN	14699	7,077	393	7,470	85	340
KEONJHAR	JED JODA	SDO BARBIL	ESO BARBIL NO-II	SEMI URBAN		7,147	397	7,544	86	343
KEONJHAR	JED JODA	SDO BARBIL	ESO BHADRASAH	REMOTE RURAL		3,176	176	3,352	76	152
KEONJHAR	JED JODA	SDO CHAMPUA	ESO CHAMPUA	REMOTE RURAL		13,011	722	13,733	89	624
KEONJHAR	JED JODA	SDO CHAMPUA	ESO JHUMPURA	REMOTE RURAL		13,321	739	14,060	91	639
KEONJHAR	JED JODA	SDO CHAMPUA	ESO REMULI	REMOTE RURAL		8,432	468	8,900	67	405
KEONJHAR	JED JODA	SDO JODA	ESO JODA	SEMI URBAN		11,023	612	11,635	76	529
KEONJHAR	JED JODA	SDO JODA	ESO JURUDI	REMOTE RURAL		5,033	279	5,312	80	241
JED Joda Total					14,699	68,220	3,786	72,006		3,273
KEONJHAR	KED KEONJHAR	SDO-II KEONJHAR	ESO BANSAPAL	REMOTE RURAL	21131	13,055	725	13,780	52	626
KEONJHAR	KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-I	URBAN		11,078	615	11,693	106	531
KEONJHAR	KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-II	REMOTE RURAL		5,427	301	5,728	87	260
KEONJHAR	KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-III	SEMI URBAN		7,495	416	7,911	90	360
KEONJHAR	KED KEONJHAR	SDO-II KEONJHAR	ESO KEONJHAR RE-I	REMOTE RURAL		14,647	813	15,460	59	703
KEONJHAR	KED KEONJHAR	SDO TURMUNGA	ESO SAHARPADA	REMOTE RURAL		10,407	578	10,985	55	499
KEONJHAR	KED KEONJHAR	SDO-II KEONJHAR	ESO TELKOI	REMOTE RURAL		19,557	1,085	20,642	63	938
KED Keonjhar Total					21,131	81,666	4,532	86,198		3,918
Grand Total					53,521	2,32,600	12,909	2,45,509		11,160

Keonjhar Circle WSHG	Live Consumers
AED (Anandpur) - WSHG	51023
JOED (Joda) - WSHG	23000
KED (Keonjhar) - WSHG	37582
WSHG Cumulative	111605

Baripada Circle:

Circle	Division	Sub-Division	Section name	Section Type	Division wise Live Smart Meter cases excluding WSHG	Live/TD Consumers including Smart Meter excluding WSHG-March'26	Other Count(Low Consumption cases, Disconnected cases Survey,Bill Distribution in SBM/Non-SBM cases,Special Meter reading, Three Phase Meter Reading, Special Letter/Disconnection Notice Delivery with POD)	Meter Reading/Spot Billing/Bill Printing/Bill Distribution+ Activities mentioned in C Column	Expected Per Day output per Meter Reader as activities on count mentioned in D Column	Section wise Per Day Total Meter Read/activities
					A	B	C	D	E	F
BARIPADA	BED BARIPADA	SDO BARIPADA	ESO BARIPADA NO-I	URBAN	46886	9,450	524	9,974	76	453
BARIPADA	BED BARIPADA	SDO BARIPADA	ESO BARIPADA NO-II	URBAN		12,569	698	13,267	86	603
BARIPADA	BED BARIPADA	SDO BARIPADA	ESO BHANJPUR	URBAN		6,390	355	6,745	77	307
BARIPADA	BED BARIPADA	SDO BETNOTI	ESO BAISINGA	REMOTE RURAL		17,903	994	18,897	48	859
BARIPADA	BED BARIPADA	SDO BETNOTI	ESO BETNOTI	REMOTE RURAL		12,849	713	13,562	44	616
BARIPADA	BED BARIPADA	SDO BETNOTI	ESO KOCHILAKHUNTA	REMOTE RURAL		5,886	327	6,213	56	282
BARIPADA	BED BARIPADA	SDO RURAL	ESO CHHANCHA	URBAN		6,739	374	7,113	81	323
BARIPADA	BED BARIPADA	SDO RURAL	ESO RAGHUNATHPUR	REMOTE RURAL		14,047	780	14,827	52	674
BARIPADA	BED BARIPADA	SDO RURAL	ESO NO-III SHAMAKHUNTA	REMOTE RURAL		14,055	780	14,835	48	674
BARIPADA	BED BARIPADA	SDO RURAL	ESO NO-IV SULIAPADA	REMOTE RURAL		20,982	1,165	22,147	53	1007
BARIPADA	BED BARIPADA	SDO MORODA	ESO GAON AMARDA	REMOTE RURAL		5,278	293	5,571	42	253
BARIPADA	BED BARIPADA	SDO MORODA	ESO RASGOBINDPUR	REMOTE RURAL		8,322	462	8,784	44	399
BARIPADA	BED BARIPADA	SDO MORODA	ESO MORODA	REMOTE RURAL		13,462	747	14,209	34	646
BARIPADA	BED BARIPADA	SDO KULIANA	ESO BANGIRIPOS	REMOTE RURAL		18,517	1,028	19,545	56	888
BARIPADA	BED BARIPADA	SDO KULIANA	ESO JHARPOKHARIA	REMOTE RURAL		9,749	541	10,290	58	468
BARIPADA	BED BARIPADA	SDO KULIANA	ESO SARSAKANA	REMOTE RURAL		5,010	278	5,288	48	240
BARIPADA	BED BARIPADA	SDO KULIANA	ESO KULIANA	REMOTE RURAL		15,272	848	16,120	52	733
BED Baripada Total					46,886	1,96,480	10,905	2,07,385		9,427
BARIPADA	RED RAIRANGPUR	SDO-I RAIRANGPUR	ESO BAHALDA	REMOTE RURAL	39284	12,899	716	13,615	48	619
BARIPADA	RED RAIRANGPUR	SDO-I RAIRANGPUR	ESO TIRINGI	REMOTE RURAL		10,347	574	10,921	55	496
BARIPADA	RED RAIRANGPUR	SDO-II RAIRANGPUR	ESO BISOI	REMOTE RURAL		20,621	1,144	21,765	49	989
BARIPADA	RED RAIRANGPUR	SDO JOSHIPUR	ESO JOSHIPUR	REMOTE RURAL		19,550	1,085	20,635	49	938
BARIPADA	RED RAIRANGPUR	SDO KARANJIA	ESO KARANJIA NO-I	SEMI URBAN		8,946	497	9,443	61	429
BARIPADA	RED RAIRANGPUR	SDO KARANJIA	ESO KARANJIA NO-II	REMOTE RURAL		10,325	573	10,898	62	495
BARIPADA	RED RAIRANGPUR	SDO-II RAIRANGPUR	ESO JAMDA	REMOTE RURAL		11,006	611	11,617	48	528
BARIPADA	RED RAIRANGPUR	SDO-II RAIRANGPUR	ESO KUSUMI	REMOTE RURAL		15,685	871	16,556	54	753
BARIPADA	RED RAIRANGPUR	SDO-I RAIRANGPUR	ESO RAIRANGPUR	SEMI URBAN		10,757	597	11,354	74	516
BARIPADA	RED RAIRANGPUR	SDO-I RAIRANGPUR	ESO KANTABANI	REMOTE RURAL		10,580	587	11,167	46	508
BARIPADA	RED RAIRANGPUR	SDO JOSHIPUR	ESO RARUAN	REMOTE RURAL		2,587	144	2,731	62	124
BARIPADA	RED RAIRANGPUR	SDO JOSHIPUR	ESO SUKRULI	REMOTE RURAL		10,031	557	10,588	37	481
BARIPADA	RED RAIRANGPUR	SDO KARANJIA	ESO THAKURMUNDA	REMOTE RURAL		17,720	983	18,703	53	850
RED Rairangpur Total					39,284	1,61,054	8,938	1,69,992		7,727
BARIPADA	UED UDALA	SDO KHUNTA	ESO BADASAH	REMOTE RURAL	10316	11,523	640	12,163	50	553
BARIPADA	UED UDALA	SDO UDALA	ESO KAPTIPADA	REMOTE RURAL		2,026	112	2,138	49	97
BARIPADA	UED UDALA	SDO KHUNTA	ESO KHUNTA	REMOTE RURAL		17,637	979	18,616	56	846
BARIPADA	UED UDALA	SDO UDALA	ESO UDALA	REMOTE RURAL		22,369	1,241	23,610	56	1073
UED Udala Total					10,316	53,555	2,972	56,527		2,569
Grand Total					96,486	4,11,089	22,815	4,33,904		19,723

Baripada Circle WSHG	Live Consumers
BPED (Baripada) - WSHG	21181
RED (Rairangpur) - WSHG	25873
UED (Udala) - WSHG	43456
WSHG Cumulative	90510

- Minimum Meter Read/other activities count per day needs to be as specified in daily target in **Annexre-2**.
- Women Self-help Group (WSHG) may be deployed in any section/area if decided by the TPNODL Management/EIC, similarly Business
- Supervisors shall be responsible for monitoring of Associate may be handed over specific new area 'if required so by the TPNODL.both Meter Readers & WSHGs (Meter Readers & Bill Collectors). Logistics & other supports to be provided by Supervisor assigned in that Sub division/section. The count of WSHGs have been taken in the **Annexure 2** (Keonjhar & Baripada Circle) & the supervisors have to monitor WSHGs consumers count as well. Supervisors shall be responsible for overall billing performance + other activities target (i.e., OCR, Billing Coverage, Slab Adherence etc.) in his/her assigned area.
- BA shall ensure Minimum wages as applicable to Meter Readers in line of Regulation/Govt. of Odisha Direction, however, they will have to meet requisite performance parameters/ target decided by TPNODL management for e.g. OCR Strike rate, Billing Coverage, Slab Adherence etc.

Meter Readers & Supervisors shall get additional area wise fixed monthly hardship allowance & mobile data allowance, this will be based on no. of Meter Readers & Supervisors deployed by the BA. Monthly invoice shall contain the section type wise count :

- Urban/Semi Urban – Rs.1000/-, Rural – Rs.1500/-, Remote Rural – Rs.2000/-
- Monthly Allowance of Rs.250/- per Meter Reader & Supervisor shall be provided for Mobile Data. However, the above allowances shall not be considered as base amount for bidding purpose.

Annexure 3- Penalty & Incentive:

(Service Level Agreement)

Following are the penalties & Incentives for deficiencies in Meter Reading, Spot Billing, and Bill Distribution.

1. Penalty on Monthly Invoice of BA:

Billing Coverage of Valid Consumers (%)	Deductions from Monthly Invoice of BA (in Rs.)
99.5%-100%	Nil
97%-99.5%	Up to 25000
95%-97%	Up to 50000
Less than 95%	Up to 75000

Note: Penalty shall be levied on monthly invoice of Business Associate, if Billing Coverage of Valid Consumers in the network (excluding duplicate connections, Ghost consumers, connections not traceable at site etc.) is less than 99% in any month. The BA should ensure that all Duplicate connections, Ghost connections, Connections not found at site etc. shall be reported after every

billing cycle. These would be excluded from billing coverage only after necessary verification and confirmation by the Section Manager.

2. Incentive / Penalty for BA Employees:

Billing Coverage of valid Consumers (%)	Penalty/ Incentive for Meter Reader/Supervisor/BA
98%-100%	No Retention
96%-98%	Two Warning letters and Rs.250 retention for 1% drop and termination in 3 rd month
Less than 96%	Retention of Rs.300/- for every 1% drop one time (Subject to a maximum amount of 20% of take-home salary)
	Notice on end of 1st month
	At the end of 2nd month - Termination

Note: All Penalties clubbed together cannot be more than 15% of monthly BA Invoice. Duplicate, Ghost, Connection not found etc. cases shall be excluded from Billing Coverage subject to if data with is provided for such consumer by meter reader/Supervisor.

Based on the differential amount between Base BOQ & Actual invoiced BOQ (invoice raised by BA based on Per Unit Cost), if the Actual invoiced BOQ amount is on lower side, an incentive of 10% of the differential amount will be given to BA. However, this incentive will be subject to more than 3% variation between Base BOQ & Actual invoiced BOQ (on lower side). For e.g., if amount as per Base BOQ comes Rs.100/- and actual invoiced amount is Rs.97/-based on Per Unit Cost, then no incentive will be applicable but if the actual invoice amount is Rs.96/- then 10% of differential amount of Rs.4/- shall be extended to BA subject to completion of task mentioned in Column C (**Annexure-2**) count for which can be increased/reduced on TPNODL management discretion. Any decision by TPNODL management/EIC shall be binding.

Provisional Billing

If the Provisional cases are found above certain percentages, then the following retention/penalties will be done from Meter Reader & Business Associate(s):

S. No.	% of Provisional Billing	Penalty
1	Up to 0.6%	Nil
2	0.6-0.75%	2% of Monthly Invoice of BA

3	>0.75%	4% of Monthly Invoice of BA
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Note: Percentage of Provisional Billing is subject to review in every quarter & the target can be further reduced accordingly in S. No. 1, 2 & 3.

3. Other Incentive/Rewards:

S. No.	Condition	Incentive/Rewards
1	Extra Connections: Reporting Extra Live connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system not given in downloaded data (with reading, correct DT/Binder, adjoining SC No. and Walking Sequence.)	Rs. 250/Case to concerned meter reader through Business Associate(s) on resumption of billing.
2	Booked DT/DAE/Misuse/ consumers taking Unauthorized supply upto 2 KW	Rs. 400 / case to Meter reader/Supervisor who reported the case & Rs. 100/case to Business Associate(s).
3	Booked DT/DAE/Misuse/ consumers taking Unauthorized supply more than 2 KW	Rs. 800 / case to Meter reader/Supervisor who reported the case & Rs. 200/case to Business Associate(s).
4	Reporting of offer of un-ethical activity by meter reader/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific meter reader and publishing of ethical story in the TPNODL Ethics Patrika.
5	Capturing & reporting of correct Mobile No.	Rs. 1/- per case once per consumer
6	Capturing & reporting of correct E-Mail ID.	Rs. 1/- per case once per consumer
7	E-Bill opted by consumer & E-bill continued for at least 3 months from the date of flagging in system for the smart meter consumer.	Rs. 7 / case incentive will be provided to Meter reader & Rs. 3/case to Business Associate(s) (twice in a year).
8	Payment through QR code is done by consumer for continuous 3 months.	Rs. 7 / case incentive will be provided to Meter reader & Rs. 3/case to Business Associate(s) (twice in a year).

Incentive / Retention for Meter Readers: Incentive of Rs. 200 for Meter Readers to be given on every 1% improvement in OCR billing coverage exceeding 97% in his assigned Section and Retention of Rs. 100 for every 2% drop in OCR billing Coverage below 90% in his assigned Section.

Incentive / Retention for Supervisors: Incentive of Rs. 200 for Supervisors to be given on every 1% improvement in OCR billing coverage exceeding 97% in his assigned Sub-division/Area and Retention of Rs. 100 for every 2% drop in OCR billing Coverage below 90% in his assigned Sub-division/Area.

4. Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Meter Reader in each circle/divisions (Parameters being OCR billing, Actual Billing, Slab Adherence & Billing Coverage)
- Best Supervisor in a circle/division
- Best Division Coordinator in a Circle

5. Other Penalties

SI No	Condition	Penalty
1	Wrong Reading/Wrong OCR Image/Wrong Remark/Fake Remark/Remark Conversion	Rs. 100/- per case, including Warning letter to BA Employees with maximum wrong readings through Business Associate(s).
2	Delay in submission of No meter (NM), Disconnected (DC) and Meter faulty (MF) cases in TPNODL prescribed format with clear and visible photograph beyond 3 days of submission of such data	Rs. 100/- per case
3	Late Submission of follow-up data- Penalty on late submission of meter reading	Up to max. Of Rs 5000/- for every instance.
4	In case of Meter Reading, Spot Billing, Bill Distribution details: LD in case of data submission delay per day.	1% of the Monthly invoices of Business associate value or Rs. 3000/day whichever is higher but not more than 10 days.
5	In case of Unethical activity Unethical Activity defined as below; Suppress Reading, Offsite Reading (reading entry at the location other than the consumer premises), Connivance with consumer, misbehaving with consumer.	Penalty of Rs 3000/- per instance will be deducted from monthly invoice of BA. Further, in case of detection of any unethical act by meter reader/Supervisor, the BA shall immediately remove the concerned person from TPNODL meter reading/supervision work. BA employee shall be black listed from TPNODL and his detail will be shared with other Odisha Discoms
6	Not clear Photograph	Rs.10/- per case
7	Late Submission of data	5% of the invoices value of the Binder/MRU late submitted per day or Rs. 100/day/binder/MRU whichever is higher (Subject to cap of 30% of total invoice amount per month).

8	Data Security breach	Rs.10000/- for each such incident. TPNODL also keeps the right to take action as per prevailing laws including contract termination with security amount infringement.
9	Genuine Consumer Complaint on account of Wrong Meter Reading/Remark, Non-delivery of the Payment Receipt, Non-Delivery/Late delivery of the Bill, Fake Signature in Bill POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
10	Wrong/incorrect reporting of each Mobile No./email id	Rs. 2/- per case
11	Late submission/ non-submission of special reading/ site verification beyond scheduled time	Rs. 50/- per Case
12	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TPNODL works and Penalty of four times of the amount embezzled /bribe to the agency.
13	Where embezzlement and bribe taken is more than Rs 10000/-	In addition to termination & Blacklisting of the employee, Police action against the employee has to be taken by the BA under intimation to TPNODL.
14	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.

- I. Maximum penalty to BA under all clauses above shall be limited to 15% of monthly invoice. All penalties would be deducted from the monthly-bill payment made to the Agency. In case of payment has been made against the monthly bill and subsequently detected wrong billing then the penalty shall be deducted in the current monthly bill.
- II. The Executive Engineer of the concerned Divisional Office/HoD - Meter Reading & Billing/HOG-Commercial is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing team. If the Agency feels aggrieved, then it can approach the Chief-Commercial/Head Billing at Head office for adjudication.
- III. Other penalties shall be deducted from monthly invoice of BA, if not mentioned in specific penalty clause.

	TP NORTHERN ODISHA DISTRIBUTION LTD	
	WORK INSTRUCTION /OPERATING GUIDELINES	
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1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2 Tata Code of Conduct

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

3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

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

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

3.2 Contract Commencement Date

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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 TPNODL.

3.7 Contract Price /Value

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

3.8 Contract Document

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

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

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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 TPNODL, Third Parties associated with the contract, and the Associate shall be in English language.

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

3.10 Reverse Auction

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

3.11 Anti Profiteering Clause

Notwithstanding anything contained in the Contract, in the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, or any change in the interpretation by the Supreme Court of India of any said Act or law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the bid date to the completion of work including defect liability period, if any, which results in any decrease in the cost of the works through reduced liability of taxes & duties, increase in the input tax credits, the Supplier shall pass on the benefits of such reduced cost, taxes or duties to the extent which is directly attributable to such Introduction of new legislation or change or amendment as mentioned above as per Anti-profiteering Rules, 2017, hereby, "Tax" or "tax" shall include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of Indirect Tax or direct taxes and whether or not imposed by the Central government, state government, local or municipal authority or any other statutory body.

4.0 SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

4.1 Indemnity

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

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

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

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

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

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

Associates shall submit duly signed undertaking regarding engagement of competent staff / employee commensurate to the nature of job to Engineer-in-charge in the format attached as Annexure – 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 TPNODL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be afforded reasonable

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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 TPNODL to vary the scope work

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

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

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

4.9 Bid Evaluation- Commercial, Technical and Safety Evaluation

TPNODL reserves the right to evaluate the bid in the following manner on the below parameters as per the requirement:

- **Safety Evaluation:** Business Associates may be required to submit a separate Safety Bid along with their Technical & Price Bids at the time of bidding, especially in cases where the expected contract value $\geq$ Rs. 1 Cr. and which fall in high risk category as detailed in Annexure-N. In such cases, TPNODL shall also do a Safety Bid Evaluation along with Technical Evaluation to declare the Qualified Bidders.
- **Technical Evaluation:** The bid shall be evaluated on the parameters and not limited to Bidder Experience, Bidder Performance with other utility/company, internal performance feedback, Technical Specification, General Technical Parameters (GTP), Layout, Drawings etc.

TPNODL reserves the right to carry out Factory Evaluation of Manufacturer along with the Visit to executed Sites for further evaluation to ascertain bidder's manufacturing capability, quality procedures & Performance of executed works.

- **Commercial Evaluation:** The bid shall be evaluated on the basis of Qualifying Requirement parameters and other commercial parameters as mentioned in tender.

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

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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 TPNODL 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 TPNODL no upward revision in tax /duties shall be considered irrespective of changes in the statutory tax structure either within the contract execution time or beyond. However, in such cases, benefits due to any downward revisions in statutory tax rates shall be passed on to TPNODL.

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

6.2 Bills & Invoices

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

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

Bills/ invoices shall mention Associate's GST Number, PAN number as applicable.

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

6.3 Payment & Statutory Deductions

Payment shall be released within 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

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final payment. In case any non-compliance to contract conditions comes to TPNODL's notice, TPNODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPNODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPNODL at their sole discretion may deposit the PF etc. with statutory authorities. TPNODL will deduct the amounts of TDS as per statutory requirement under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly

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

6.3.1 Statutory Deductions

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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Finance office, Balasore.

6.4 Guidelines for Raising Running/ Final Bills

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

All Bills shall be processed only when all bank Guarantees are in place and before payments of Final Bill Associate have to furnish 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 TPNODL and not on the basis of contract quantity.

6.6 Full and Final Payment

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

7.0 MODE OF PAYMENT

Payment shall be made through RTGS/ NEFT/ Online Net banking mode whichever of the two modes chosen by the Associate, in favour of Associate's Bank Account on TPNODL records, on whose name Contract has been issued. Those Associates opting for the RTGS mode shall submit the details of Bank Account and other details as per annexure J. Further, for any payments made, TPNODL is not responsible for any consequences/disputes Associate have

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

8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

- (a) 5% of the PO value if purchase order value is more than Rs 5 Crores.
- (b) 10% of the PO value if purchase order value is less than Rs 5 Crores.
- (c) 5% of the RC value in case of Rate Contract. This shall remain valid till the Guarantee period plus one month.

In case, PBG will not submitted by BA within 21 days post awarding the contract, TPNODL will reserve the right to take any appropriate action. However, in case of non-submission of PBG till the date of first bill submission, the amounts towards PBG shall be retained by TPNODL from Bills.

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

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

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

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

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

9.2 SA 8000

As TPNODL/ Tata Power 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/ HR of TPNODL.

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

9.3 Affirmative Action

TPNODL believes in promoting social equity and opportunities that enable and empower socially and economically disadvantaged sections of society, specifically the Scheduled Caste, Scheduled Tribes, Persons with Disabilities and women from marginalized communities (AA group). The company recognizes that diversity in the workplace positively impacts its business,

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partnerships and future-readiness. TPNODL will volunteer its training resources to the best extent to improve education, employability, financial & digital inclusivity of the AA group of society. TPNODL will empower and encourage AA groups for entrepreneurship and inclusion in industrial value chains.

Relaxation in Contract Clauses under Affirmative Action for AA Community Associates**

TPNODL believes that inclusive growth is the key to sustainable development, and to promote the same Policy on Affirmative Action for Scheduled Caste, Scheduled Tribe, Communities Women from marginalized communities & Persons with Disabilities has been adopted across the company.

Under the same pre-text, and to promote entrepreneurship among SC/ST community, Women from marginalized communities & Persons with Disabilities TPNODL has taken initiative by proposing relaxations in contract clauses as per below:

S. No	Initiative	For SC/ ST, Women from marginalized communities & Persons with Disabilities BA's	Guideline Document
1	Tender Fees	Tender Fees Rs 1000/- (including tax)	All Open Tenders
2	Earnest Money Deposit	EMD exempted for AA Category Bidders, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.	All limited and Open Tenders
3	Performance Bank Guarantee	Performance Bank Guarantee for AA Category bidders shall be 25% of the value normally prescribed.	All limited and Open tenders
4	Turnover	Qualification Requirement of Financial Turnover for AA Category bidders shall be reduced to 20% of the existing criteria.	All Open Tenders

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

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

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

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

9.4 MSME Development ACT 2006

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

- Business Associate is requested to inform the TPNODL if they fall under provisions of The Micro, Small and Medium Enterprises Development Act, 2006 legislation, and provide necessary documents to TPNODL. The Associate also needs to mention the relevant details on their invoice/ bill.
- Business Associate shall submit the self-undertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPNODL, enabling them to avail the consequent benefits, failing which TPNODL may take appropriate action against such defaults.
- Business Associates falling in MSME category can avail the following benefits-
 - a. **Tender Fees:** To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
 - b. **Earnest Money Deposit (EMD):** EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.
 - c. **Qualification Requirement for Open Tenders:** Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria. For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power/ TPNODL and its Group Companies shall supersede feedback from other Customers.
 - d. **Reservation for MSME:** TPNODL reserve the rights to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.
 - e. **Performance Bank Guarantees:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

9.5 Compliance to Labour Laws

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

9.6 Compliance to Construction and Demolition Waste Management Rules & Environment (Protection) Amendment Rules

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

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

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

9.7 Special Terms & Conditions for BAs engaged under PLPBC or Service Contracts

1. The Business Associate will abide by the rules & regulations and various process requirements of TPNODL which may get amended from time to time based on business needs.
2. The Business Associate shall ensure submission of required information to TPNODL as required by TPNODL or any government authorities (with a copy to TPNODL), as and when required within the stipulated time frame.
3. The business associate shall, before start of work, obtain and submit to TPNODL a copy of
 - ✚ PF Code allotment letter issued to him/them by the EPF organization.
 - ✚ ESIC Code allotment letter issued to him/them by the ESI authorities.
 - ✚ valid insurance documents under Employees' Compensation Act, for its employees not eligible for coverage under ESIC
4. The Business Associate shall, in case of his/engagement in any construction activities falling under the purview of the Building and Other Construction Workers (BOCW) Act, apply for registration under the said BOCW Act before start of work and obtain the said registration within a month of starting such work. Business Associate shall also ensure compliance to all other applicable provisions including payment of applicable cess under the Act.
5. The Business Associate shall comply with all applicable provisions under Inter State Migrant Workmen (ISMW) Act.

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6. The Business Associate shall ensure its employees enter and work at respective place of work or premises of TPNODL in fulfilment of contractual obligations of the Business Associate, only with due authorization and valid IDENTITY. Issue of such authorization cum identity passes to its workers would be facilitated by the Business Associate, by submitting relevant information, documents, authorizations and complying to TPNODL's processes including safety training and medical checkup procedures as laid down from time to time for issue of authorization cum identity-passes. Business Associate shall not engage any of its workers for work without a valid authorization cum identity pass or with a VISITOR GATE PASS. Violation of the above may lead to termination of the contract.
7. The Business Associate shall comply with the following under various statutes, statutory requirement or any other requirement as may be applicable from time to time :
 - i) Submit an application for obtaining Form-V, required for applying for Labour License.
 - ii) Submit a copy of valid Labour License with reference to the work order, without which authorization cum identity passes would not be issued to the employees of respective Business Associate.
 - iii) Temporary authorization cum identity passes are issued only for seven days, hence the Business Associate will be required to arrange for issuance of permanent authorization cum identity passes within said timeline, by submitting required documents/information. With special permission from user and HR/IR department the validity of temporary authorization cum identity passes can be extended upto 15 days. Under no circumstances shall temporary authorization cum identity passes be issued for more than 15 days.
 - iv) Business Associate is required to complete the process of Medical fitness certificate and police verification certificate within these seven days, unless exempted by the TPNODL management. Any delay due to reasons beyond control of the vendor, needs to be approved by TPNODL HR/IR department.
 - v) Business Associate shall apply for Authorisation cum Photo identity pass as per Company's security procedure.
 - vi) In case of renewal of authorization cum identity passes, the application should be initiated at least seven days in advance.
 - vii) Business Associate shall submit the Register of Workmen in Form-XIII, duly filled in all respects, within 15 days of starting the job.
 - viii) Business Associate shall provide employment card (Form-XIV) to all his/their workers.
 - ix) Business Associate shall disburse wages to its employees by 7th of the subsequent month under intimation to TPNODL, through bank transfer with submission of a copy of bank statement to TPNODL. TPNODL expects its associate vendors/ Business Associates to facilitate opening of bank account by all its employees and pay wages through bank transfers.
 - x) Wage notification should be given by the Business Associate at least one week ahead. A copy of the same to be forwarded to TPNODL for information necessary confirmation of payments.
 - xi) Wages Slip (Form-XIX) to be provided by the Business Associate to all its workers before disbursement of wages.
 - xii) PF contribution to be deposited on or before 15th of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
 - xiii) Business Associate to facilitate transfer of PF/EPS accumulations in respect of its employees from their previous employer, if any.

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- xiv) ESI contribution to be deposited on or before 21st of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
 - xv) Muster roll, Wage Register, Combined Challan & ECR of PF deposition and Challan / Contribution history of ESIC to be submitted to TPNODL HR/IR Department on or before 25th of the subsequent month.
 - xvi) Business Associate shall be required to arrange for applicable welfare measures under applicable statutes for its employees in consultation with TPNODL order manager.
 - xvii) Business Associate has to submit all the relevant returns under all applicable enactments on or within the scheduled date and a copy of the same need to be submitted to TPNODL HR/IR department within seven days of the scheduled date of submission.
8. Business Associate shall not be allowed to work for TPNODL without possessing a
 - * **Valid PO**
 - * **Valid Labour License**
 - * **Valid Authorisation cum Identity Pass**
 9. NO BILLS OF THE VENDOR/BUSINESS ASSOCIATE SHALL BE RELEASED IN CASE OF FAILURE TO COMPLY WITH THE ABOVE PROVISIONS.
 10. Above requirement not being exhaustive, vendors/ Business Associate will be liable to comply with the provisions of any other enactment as notified or would be applicable to them from time to time.
 11. An additional overhead charge of 25% of the wage bill value will be charged to the Business Associate in case the BA fails to pay the wages of its workers in time and TPNODL as principle employers is compelled to make the payment on their behalf. The total amount, including the overhead charge, will be recovered from the subsequent bill payable to the Business Associate.
 12. Continuous default in wage payment to its employees within stipulated date as mentioned above, for three months, will lead to termination of the contract and may also lead to blacklisting of the Business Associate/ cancel vendors' registration.
 13. After completion of work and before or at the time of submission of final bills, the Business Associate must ensure the following and submit proof thereof to TPNODL enabling TPNODL release its final bills. In absence of the same no such bills would be released by TPNODL :
 - a. All wage payments are made to its workers till the last day of their work in TPNODL
 - b. Compensation towards Leave with wages are disbursed to its employees till the last day of their work.
 - c. Statutory bonus is paid to its employees for the period of their work.
 - d. Retrenchment compensation, where applicable, is paid to its employees as per eligibility.
 - e. Notice is given to the workers regarding retrenchment and in absence; notice pay is given to the workers as per the enactment, where applicable.
 - f. Along with final payments, full & final statement is issued to all its employees engaged by them for their work in TPNODL
 - g. No dues certificate is obtained from all its employees and copy submitted to TPNODL
 - h. Ensure withdrawal or transfer formalities in respect of PF/EPS accumulation of all its employees and submit proof thereof to TPNODL HR/IR dept.

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- i. Submit Form VI-A to TPNODL and surrender Labour License, wherever issued, to concerned labour department in case the license is no more required for work in TPNODL, and obtain clearance thereof from the Licensing Authority for submission to TPNODL.
 - j. Ensure intimation to PF & ESI authorities regarding completion of work and closure of contract with TPNODL. Proof of such intimation need to be submitted to TPNODL.
 - k. Indemnify TPNODL from any future liability on account of statutory compliance or failure on part of the vendor/Business Associate for their work in TPNODL in respect of their employees or employees of their sub vendors/Business Associates, by submitting an Indemnity Bond on Rs.100/- non judicial stamp paper executed by its Director/Proprietor, authorized for the purpose, and duly notarized.
 - l. Return back the Authorization cum Photo Identity passes to Administration representative or HR/IR department and submit proof thereof to TPNODL HR/IR team.
14. Penalty of up to Rs.1,00,000/- per month will be applicable to Business Associates defaulting on compliances as mentioned below, at the sole discretion of TPNODL management.
- a. Any complaint received from the workmen of the Business Associate of non-payment / less payment or payment after the due date i.e. the stipulated date for such payment as per law, will attract penalty
 - b. Non submission of any or all of the documents listed below (as applicable), in proof of all required statutory compliance (other than wage/payment register), within stipulated time for which it is due, will attract penalty.

List of documents:

1. Copy of valid Labour License.
2. Registers & records under applicable enactments.
3. PF Challan & ECR File.
4. ESI Challan & Contribution History.
5. Undertaking regarding non engagement of migrant workmen at TPNODL Site.
6. Details of wage payment through Bank.
7. Compliance w.r.t. BOCW Act (if applicable)
8. Submission of Applicable returns.

Our Business Associates are our business partners who we expect to be law abiding and complying to all statutory requirements, thereby not necessitating us to invoke the penalty clause mentioned in this GCC

15. The Business Associate will be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any accidental death anywhere in India, for a sum insured value of Rs.15 Lacs. In absence of having such coverage and in an unfortunate event of any accidental death of any of its workers, the BA will be required to pay such amount of Rs.15 Lacs to the victim's family/ legal heirs. This will be payable by the BA over & above the compensation, if any, payable under the Employees' State Insurance Act for covered employees or compensation payable by BA under the Employees' Compensation Act.

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The Business Associate will also be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any death due to Covid-19 irrespective of place, type & days of treatment anywhere in India, for a sum insured value of Rs.10 Lacs. In absence of having such coverage and in an unfortunate event of any death of any of its workers due to Covid-19, the BA will be required to pay such amount of Rs.10 Lacs to the victim's family/ legal heirs. The BA is free to have this coverage for their employees against Covid-19 death through a mutually agreed contributory scheme and may recover up to 50% of the average premium payable per insured, from its employees.

9.8 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 statutes. 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

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

10.2 Adherence to Rules & Regulations

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

10.3 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

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

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

11.0 SAFETY

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

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

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPNODL may revise this CSMS document as a when required and the revised version shall be applicable on all contracts – current or future.

12.0 GUARANTEE

12.1 Guarantee of Performance

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

12.2 Guarantee Period

The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of TPNODL for the equipment/material/service/work and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications,, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 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)

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

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

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

12.4 Cost of repairs on failure in GP

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

12.5 Guarantee period for Goods Outsourced

If the Associate outsources partly equipment/materials/services from third party as mutually agreed upon at the pre award stage of contract, TPNODL 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.

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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 TPNODL, as described below:

For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, subject to a maximum of 10%.

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

13.1 LD Waiver Request

Any request of LD waiver shall be submitted within thirty (30) days of deducting LD or on receipt of detail payment summary with LD details whichever is later. 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 TPNODL and not reconciled by BA or for services claimed and paid in excess at the time of running bills), the total cost which shall be recovered from the BA, shall be the gross amount of material or services (i.e. including taxes) plus applicable taxes as prevailing at the time of such recoveries.

14.0 ASSIGNMENT OR SUBCONTRACTING

Associates shall not assign/subcontract/outsourced the schedule of activities of contract TPNODL enters with the associate, in part or full, without TPNODL's prior written approval. However outsourcing of materials/equipment/services by Associate to make the integrated product for which TPNODL's has placed the contract with the associate from suppliers, makes and agencies which have been mutually agreed upon during contract pre-award stage is permitted subject to following conditions.

In such cases where outsourcing is done by the Associate

- Shall ensure that outsourced suppliers comply with the technical and financial qualification requirements specified by TPNODL in the contract document
- Shall furnish all particulars about the proposed outsourcing agencies and the details of the goods/services/work outsourced to the Associate while seeking approval of TPNODL for inclusion for outsourcing. The Associate shall give approval or shall refuse approval in

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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

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

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 TPNODL in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TPNODL and shall not be used or disclosed to third parties by the Associate for any purpose other than for which they have been supplied or prepared. The Associate may disclose to third parties, upon execution of confidentiality agreements, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Work provided such third parties agree in writing to keep such information confidential to the same extent and degree as provided herein, for the benefit of the TPNODL.

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 TPNODL shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the TPNODL and upon execution of confidentiality agreements satisfactory to the TPNODL with such third parties prior to disclosure.

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. TPNODL shall hold in

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

16.4 Exclusions

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

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

16.5 Violation

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

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

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

18.0 INDEMNITY

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

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

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

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

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

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

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

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

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

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

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

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

21.0 SUSPENSION Of CONTRACT

21.1 Suspension for Convenience

TPNODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the contract by providing to the Associate 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.

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

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

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

21.2 Suspension for Breach of Contract conditions

TPNODL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under section clause 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 TPNODL and not due to any breach of contract conditions by the associate, TPNODL at its discretion shall consider compensating all reasonable additional costs incurred by Associate in lieu of suspension of whole or part of contract, on representation of the Associate providing justified estimates of such additional costs and such estimates are found acceptable and approved by competent authority of TPNODL.

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

22.0 TERMINATION OF CONTRACTS

22.1 Termination for Default/Breach of Contract

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

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

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

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

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

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

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- 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 TPNODL.
- 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 TPNODL sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.
- d. It shall be open for TPNODL to conduct a joint assessment with the associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.
- e. It shall be open to TPNODL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

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

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

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

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

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22.2 Termination for convenience of Associate

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

22.3 Termination for Convenience of TPNODL

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

22.4 Work Instruction – Process for Debarment of Business Associates

To implement a system for Debarring of BA on due to non-performance, unethical practices etc.

TPNODL reserves the right to place BA under debarment, after which the BA may be considered for reinstatement in accordance with the table below.

S. No.	Reason for placing BA on the Debarred	Period of Debarment
1	Ethical grounds	Permanent
2	Quality	CFT may recommend a period from 1 to 5 years depending upon the seriousness of the lapse on BA part
3	Safety	CFT may recommend a period from 1 to 5 years depending upon the seriousness of the lapse on BA part
4	Non-Performance	CFT may recommend a period from 6 months to 5 years depending upon the seriousness of the lapse on BA part
5	Any other	CFT may recommend the period depending upon the seriousness of the lapse on BA part

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 TPNODL or

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

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 TPNODL or not. However any error in

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

28.0 TRANSFER OF TITLES

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

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

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

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

29.0 SUGGESTIONS & FEEDBACK

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

You may send your feedback to HoD- Contracts by filling up our Business Associate Feedback Form enclosed herewith as *Annexure-I*.

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.tpnodl.com

31.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
3.	Performa for Performance Bank Guarantee (CP cum EP)	B
4.	Performa for No Demand Certificate by Associate	C
5.	Performa for Indemnification on Statutory Compliance	D
6.	Performa For Application For Issuance of Consolidated TDS Certificate	E
7.	HR Service Level Agreement	F
8.	Under taking for competence of workmen	G

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9.	Business Associate Feedback Form	H
10.	Acceptance Form For Participation In Reverse Auction Event	I
11.	Form for RTGS Payment	J
12.	Vendor Appraisal Form	L
13.	Tata Code of Conduct	O

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ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TPNODL Limited

Balasore

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 TPNODL Limited (TPNODL) in the sum of for which payment well and truly to be made to the TPNODL 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 TPNODL 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 TPNODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPNODL will note that amount claimed by it is due to it owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

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

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

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ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

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

TPNODL Limited

Balasore

CP cum EP BG No.....

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

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

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

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

Dated at _____ this _____ day of _____ 200__

Witness

1. _____

Bank's rubber stamp

Banks full address

2. _____

Designation of Signatory

Bank official number

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ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

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

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

(Certificate No. CCP/002)

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

Dated

Signature

Place

Name

Designation

(Company Seal)

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

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

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

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

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

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

Dated

Signature

Place

Name Designation

(Company Seal)

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ANNEXURE-E

PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

TPNODL Limited,

Balasore

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

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ANNEXURE - F

SERVICE LEVEL AGREEMENT

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

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

Shall Abide by TPNODL Core Values:

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

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

3.0 TPNODL is a signatory to the United Nation Global Compact as an integral part of its Governance principles / business. The Business Associates are required to:

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

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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 TPNODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 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 TPNODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPNODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPNODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, While adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
 - 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 TPNODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.
- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.

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

5.0 The 'Statutory Compliance Enforcement System' in TPNODL is detailed below for adherence by all concerned. Corporate IR & Welfare Group will be the process owner for implementation of the system with the help of concerned Engineer I/c or Officer I/c.

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

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

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

7.0 Requirements during execution of work:

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- 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/ TPNODL authorities.
- f) Certification of wage disbursement by authorized representative of TPNODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the work place.

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

- a) Submission of duly filled up Form VI A (Notice of Completion).
- b) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).
- c) Consolidated copy of wage sheet of last month indicating full & final settlement of all dues like retrenchment benefit, bonus, leave encashment etc. Copy of individual declaration by employees in Form X regarding termination of employment.
- d) Confirmation certificate regarding filling up of form for transfer / withdrawal of PF by the concerned workers.

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

Enclosure:

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

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FORM (A)

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

A. Details of the Agency

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

B. Details of Work

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

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

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

Date:

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

This Business Associate is / will be engaged in TPNODL.

(Signature and seal of

Officer I/c of the Work)

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Form X

Undertaking

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

(_____)

Date:

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Form XI

Undertaking

With reference to the contract job awarded by M/s TPNODL 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 TPNODL from any future liability i.r.o. any statutory obligation in respect of said contract.

Date:

(_____)

Authorized Signatory

For M/s _____

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FORM- VI A

Notice for Commencement /Completion of contract work

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

Signature of Contractor

With Office Seal

The Inspector

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FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending _____

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

Men	Women	Children	Total

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

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

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Whether the following have been provided –

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

Signature of contractor

Place _____

Date _____

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ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

 ()

Authorized Signatory

For M/s

Seal

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ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as

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

You are associated with us for

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

Your office is located at

☐ Balasore ☐ Within 200 kms from Balasore ☐ More than 200 kms from Balasore

Your nearly turnover with TPNODL

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

Additional information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

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SECTION - A

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

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

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

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SECTION - B

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

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

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SECTION – C

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

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

SECTION - D

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

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

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SECTION – E

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

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

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

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

We thank you for your time and courtesy!!

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ANNEXURE - F

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

Signature & Seal of the Bidder

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:

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 TPNODL well in time at our own. Further, we kept TPNODL indemnified for any loss incurred due to wrong furnishing of above information.

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

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ANNEXURE-H

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 (PROPRIETARY) PARTNERSHIP PVT.LTD., PUBLIC LTD. ETC.	
	1.3	YEAR OF ESTABLISHMENT	
	1.4	LOCATION OF OFFICE POSTAL ADDRESS	
	1.5	CONTACT DETAIL OF BA's REPRESENTATIVE NAME E-MAIL ID CELL NO.	
	1.6	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
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		:
7.0	BA BELONGS TO AA COMMUNITY (SC/ST)		:

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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 STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	9.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	9.6	QUALITY OF DRAWINGS	:
10.0	MANUFACTURE		
	10.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	10.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILISED	:

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		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		
	11.1	NUMBER OF PERSONNEL (INDICATE NO.OF YEARS OF EXPERIENCE)	:
	11.2	INDEPENDENCE FROM PRODUCTION	:

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	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	:	
		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	:	

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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-I

TATA CODE OF CONDUCT (TCoC)

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

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

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

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

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

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

1. Ethics Portal on website – www.tpnodl.com
2. Ethics Box
3. Locational Ethics Counsellor (LEC)
4. Chief Ethics Counsellor – Mr. Siladitya Sengupta at ssengupta@tpnodl.com

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

Core Values:

All six core values are already mentioned in GCC.

Core Principles:

1. **Zero tolerance to bribery or corruption** in any form.
2. Committed to **good corporate citizenship**
3. Contribute to the **economic development of the communities** of the countries & regions we operate in.

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

Gift Policy:

Principles for acceptance of gifts/benefits –

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

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

Principles for non-acceptance of gifts/benefits -

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

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

Violation –

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

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Annexure-J

ESG FRAMEWORK FOR BUSINESS ASSOCIATES

TPNODL Sustainability philosophy sits at the core of its Business Strategy. TPNODL Sustainability Model has an overarching objective of 'Leadership with care' with key elements of 'Care for the Environment'; 'Care for the Community'; 'Care for our Customers / Partners' and 'Care for our People'. These sustainability objectives encompass the Environmental, Social and Governance objectives driven as integrated elements.

TPNODL, together with its stakeholders is determined to achieve sustainable growth while creating shared value for all.

As a part of future ready roadmap, TPNODL has targeted following as our Environment, Social and Governance priorities:

- Being Carbon Net Zero before 2045
- Growing Clean capacity (80% by 2030)
- Customer centricity
- Becoming water neutral before 2030
- Achieving zero waste to landfill before 2030
- No net loss of biodiversity before 2030
- Positively impacting 80 million lives by 2027

In order to create a sustainable business ecosystem, TPNODL expects that all its Business Associates (BA) which includes its suppliers, vendors, consultants and service providers to align to its ESG and sustainability commitments.

TPNODL encourages improved efficiencies and scaling up of green initiatives through technology and innovation taking us farther on the journey of reducing carbon emissions and preparing the entire eco-system towards products and services that would have net positive impact on the environment and communities that we operate in.

The Vendors/ bidders wishing to associate with TPNODL are expected to share their own sustainability and ESG journey. We at TPNODL promote all Business Associates to have a sustainable procurement policy for their supplier and service providers to contribute to our integrated approach in achieving a sustainable supply chain. The BA is encouraged to carry out the assessment of their sub-contractors and sub-vendors on sustainability readiness so that they are aware of the expectation/ business requirement.

The Vendor/ Bidder shall fill-in the 'Environment, Social and Governance Compliance Screening Questionnaire for Business Associates' attached at Annexure-I and submit the same along with the Bid in Ariba online platform.

Responsible Supply Chain Management:

TPNODL is committed for a cleaner environment and respect of Human rights through its Responsible Supply Chain Management policy.

TPNODL Business Associate (BA) shall comply with all the environment & Human rights related laws, including emission norms, Labour and environmental regulations.

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TPNODL encourages its BA to focus on green design, green supply, green production, green logistics and green packaging in performing their business obligations. The BA is expected to abide by the TPNODL Corporate Environment policy, Energy Conservation and Corporate Sustainability Policy (enclosed with this document as Annexure-II).

The BA is expected to:

- Strive towards Conservation of Energy, Water, Resources and optimize transportation of Men & Materials to minimize environmental impact and reduce carbon footprint.
- Carry out the assessment of materials used for construction, operation & maintenance, consumables and accordingly phase out those materials which are environmentally hazardous.
- Be cognizant that diversity in the workplace positively impacts business.
- Promote affirmative action by supporting people from SC/ ST background by engaging workforce from SC/ ST community under the contracts agreed herein.
- Share the commitment of 'No child labour', 'No forced labour', Non-discrimination on the basis of caste, colour, religion, gender, disability, maternity or pregnancy or any other factor unrelated to the requirements of the job
- Pay the wages or remuneration to the workforce, personnel deployed in compliance to all applicable laws and regulations.
- Provide its employees/ deployed labor with an employment environment that is free of physical or psychological harassment.
- Carry out the assessment of their Sub-contractors on their Sustainability Readiness so that they are aware of the above expectation/ standards
- To ensure usage of suitable package material which is more environmentally sustainable. Further the packing material shall be recycled to the extent possible. The material used for packing is expected to suit the mode of transport and to ensure its safe receipt at point of delivery.

Waste Disposal:

The BA is expected to follow best practices for disposal of waste, few of which are listed below:

- Have a detailed project plan that includes 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. 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.
- Have purchase policy to encourage the procurement of material with recycled and minimum packaging of goods during delivery and appropriate means for site-to-site transportation of materials to avoid damage and litter generation.
- Ensure that the residents living near the site are kept informed about proposed working schedule and timings/ duration of any abnormal noise full activity that is likely to happen.

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- 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.

Water Management:

The BA is expected to follow best practices for water management, few of which include a management and monitoring system for water withdrawals and consumption, procedures to reduce water usage or reuse/recycle water, and pretreatment of wastewater before disposal.

Compliance to Law:

The BA shall adhere to responsible business practices and comply with the provision of all the Statutory Acts Applicable. Special attention of the BA is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions, as applicable):

- The Child Labour (Prohibition and Regulation) ACT, 1986.
- The Contract Labour (Regulation and Abolition) ACT, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Equal Remuneration Act, 1976.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act, 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965
- The Payment of Gratuity Act, 1972.
- The Payment of Wages Act, 1936.
- The Shops & Establishment Act, 1954.
- The Workmen's Compensation Act, 1923.
- The Employer's Liability Act, 1938.
- and any other applicable statutory act

Social Accountability (SA 8000):

TPNODL expects its BAs to follow guidelines of SA 8000:2014 on the following aspects

- Child Labour
- Forced or Compulsory Labour
- Health & Safety
- Freedom of Association & Right to Collective Bargaining
- Discrimination
- Disciplinary Practices

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- Working Hours
- Remuneration
- Management System

Health and Safety

The BA is expected to ensure the health and safety of his and his Sub-contractor's staff and labour. The BA shall, in collaboration with and according to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The BA shall maintain records and make reports concerning health, safety and welfare of persons deployed, and damage to property, as the Owner's Representative may reasonably require. The BA shall be responsible for the medical treatment / hospitalization of his and his Sub-contractor's staff/ labour.

The BA shall appoint a qualified Safety officer at the Site to be responsible for maintaining the safety, and protection against accidents, of all personnel on the Site. Such Safety officer shall have the authority to issue instructions and take protective measures to prevent accidents.

The BA shall comply in toto with the TPNODL's Contractor Safety Terms & Conditions, Health Safety & Environment Manual while working on TPNODL's Site/ Services/ Contracts.

Grievance Mechanism

The BA is expected to have grievance procedures that allow stakeholders to anonymously bring environmental and/or work-related violations and/or concerns to the attention of management. In addition, the BA is expected to have procedures for examining reports of environmental and/or work-related violations or concerns and/or privacy complaints.

Data Protection

The BA is expected to have a formal process to address data security or privacy