# **Limited Tender Notification**

for

Construction of 11KV 3Ph3w line and installation of S/S for power supply to 48KW GPS load to Kalupada Railway station ,C/O- Sr Divisional Electrical Engineer at Khordha Road ,BED,Balugaon on 100% Deposit work

# Tender Enquiry No.: TPCODL/SE.II/02/2020-21

DATE OF PUBLICATION OF BID : 18.11. 2020 [4:00 Hrs.]

# **TP Central Odisha Distribution Limited**

(A Tata Power & Odisha Government joint venture) Office of the Superintending Engineer, Electrical Circle No.II, BBSR Plot No. MIG 95&96, Baramunda Housing Board colony, Baramunda, BBSR TELEPHONE: (0674) – 2354775,2354863, FAX: 0674 – 2354775

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 1 | 39

### **CONTENTS OF THE ENQUIRY**

S. NO.	PARTICULARS
1.	Event Information
2.	Evaluation Criteria
3.	Submission of Bid Documents
4.	Bid Opening & Evaluation process
5.	Award Decision
6.	Order of Preference/Contradiction
7.	Post Award Contract Administration
8.	Specifications and Standards
9.	General Conditions of Contract
10.	Safety
Annexure	25
١.	Annexure I – Schedule of Items (BOQ)
١١.	Annexure II – Technical Specifications
III.	Annexure III – Schedule of Deviations
IV.	Annexure IV – Schedule of Commercial Specifications
V.	Annexure V – Document Check List
VI.	Annexure VI – Acceptance Form for Participation in Reverse Auction Event
VII.	Annexure VII – General Condition of Contract
VIII.	Annexure VIII-Safety Terms and Conditions & Safety Policy
IX.	Annexure IX- Tata Code of Conduct(TCOC)
х.	Annexure X-Environment & Sustainability Policy

## 1.0 Event Information

#### 1.1 Scope of work

Limited Tenders are invited from intended Bidders for entering into a form contract for the following :

Line Item no.	Work Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1.	Construction of 11KV 3Ph3w line and installation of S/S for power supply to 48KW GPS load to Kalupada Ghat Railway station ,C/O- Sr Divisional Electrical Engineer at Khordha Road ,BED,Balugaon on 100% Deposit work	12937/-	5,000/-

Note: Tender fee is inclusive of GST

#### **1.2 Availability of Tender Documents**

Non-transferable tender documents may be purchased by intended bidders from address given below, on submission of written application to the under mentioned and upon payment of non-refundable Tender fee.

The Superintending Engineer, Electrical Circle No.II, BBSR Plot No. MIG 95&9, Baramunda Housing Board colony, Baramunda, BBSR TELEPHONE: (0674) – 2354775,2354863, FAX: 0674 – 2354775

Tender documents may be downloaded by intended bidders from TPCODL website <u>www.tpcentralodisha.com</u> with effect from 18.11.20 In the event detailed tender documents are downloaded from TPCODL website, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS or demand draft/ Banker's cheque drawn in favor of "TP Central Odisha Distribution Limited", payable at Bhubaneswar only. Any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit TPCODL website <u>www.tpcentralodisha.com</u> regularly for any modification/ clarification to the bid documents

#### **1.3 Calendar of Events**

(a)	Date of sale/ availability of tender documents from TPC Website	From 18.11.20 to 1.12.20 at 13.00 Hrs	
(b)	Date of sale/ availability of tender documents from TPCODL, Bhubaneswar SE.II Office	From 18.11.20 to 1.12.20 at 13.00 Hrs	
(c)	Date & Time of Pre-Bid Meeting (If any)	Not applicable	
(d)	Last Date of receipt of pre-bid queries, if any	26.11.20 up to 12.00 Hrs	
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	27.11.20 up to 12.00 Hrs	

### TP CENTRAL ODISHA DISTRIBUTION LIMITED

_		(A Tata Power & C	)disha Govt. joint venture)	
	(f)	Last date and time of receipt of Bids	01.12.20 up to 13.00 Hrs	
	(g)	Date & Time of opening technical bids & EMD (Envelope-1 & 2)	01.12.20 at 15.30 Hrs	
	(h)	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 TPCODL, Bhubaneswar 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 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.5 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.6 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.7 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

#### **1.5 Deviation from Tender**

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

#### 1.6 Right of Acceptance/ Rejection

Bids are liable for rejection in absence of following documents:-

- 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(BOQ).
- 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

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

#### **1.7 Qualification Criteria**

#### TP CENTRAL ODISHA DISTRIBUTION LIMITED (A Tata Power & Odisha Govt. joint venture)

- The bidder should have average annual turnover of Rs.15Lakh in last three years (FY 16-17, FY 17-18 and FY 18-19). Audited balance sheet, profit and loss account and auditors report from the statutory auditors of the company required.
- 2. Experience: Bidder should have at least three years' experience in executing following works
  (a) 11KV 3ph3w line : 1 KM
  (b) construction of 63KVA 11/.4KV S/S : 1 Km
  © Construction of LT 3ph4w line-0.15Km
- 3. Bidder must have all statutory compliance like valid PAN, ESI registration, EPF registration and GSTN registration.
- 4. Bidder should have a valid HT Electrical license issued by Govt. of Odisha for carrying out electrical works in Odisha Copy of license required. In case bidder is not having this license bidder shall submit an undertaking that in case they are successful bidder, license shall be obtained before execution of contract.

#### 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, TPCODL reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

#### **1.9 Supplier Confidentiality**

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

# 2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on <u>overall all inclusive price of tender BOQ</u> as calculated in Schedule of Items [Annexure I] .TPCODL reserves the right to split the order line item wise and / or quantity wise, among more than one Bidder. Hence all bidders are advised to quote their most competitive rates.
- Bidder has to mandatorily quote as per schedule of item [Annexure-I]. Failing to do so TPCODL may reject the bid.

# TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

**NOTE:** In case of a new bidder not registered, inspection of their any other site and evaluation shall be carried out to ascertain bidder's capability and quality procedures. However TPCODL reserves the right to carry out site 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 TPCODL shall be final and binding on the bidder in this regard.

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

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

# 3.0 Submission of Bid Documents

#### 3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

**FIRST PART:** <u>"EMD"</u> as applicable shall be submitted. The EMD shall be <u>valid for 210 days</u> from the due date of bid submission in the form of BG / NEFT/ RTGS (online transfer )/ Bank Draft /Bankers Pay Order (issued from a Scheduled Bank) favoring 'TP Central Odisha Distribution Limited" payable at Bhubaneswar. 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.

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

Account Name: TP Central Odisha Distribution Limited Bank Name: SBI, Baramunda Bhubaneswar Bank Account No. : 31224386206 IFSC Code : SBIN0012022

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

- a) Documentary evidence in support of qualifying criteria
- b) No Deviation Certificate as per the Annexure III Schedule of Deviations
- c) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV Schedule of Commercial Specifications.
- d) Quality Assurance Plan (where applicable)

# The technical bid shall be properly indexed and is to be submitted through authorized person in shape of hard copy in duplicate.

**THIRD PART: "PRICE BID"** shall contain only the price details and strictly in format as mentioned in Annexure I 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.

TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

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

EMD

"Construction of 11KV 3Ph3w line and installation of S/S for power supply to 48KW GPS load to Kalupada Ghat Railway station ,C/O- Sr Divisional Electrical Engineer at Khordha Road ,BED,Balugaon on 100% Deposit work "

**Bids have to be mandatorily submitted only in hard copy sealed envelope.** Please mention our Enquiry Number:- XXXXXXX on the Tender and drop the same at TP Central Distribution Limited,O/o- General Manager ,Electrical Circle No.II,BBSR, plot No.-MIG 95&96, Baramaunda B.H.B colony ,Baramunda ,BBSR . Bids submitted through any other form/ route shall not be admissible.

The envelope shall be addressed to:

### **GENERAL MANAGER (Elect.)**

ELECTRICAL CIRCLE NO.II, TPCODL, BHUBANESWAR Plot No. M-95 & 96, Baramunda Housing Board Colony, Bhubaneswar – 751003 2 - (0674)-2354775, 2354863, Fax : (0674)-2354775

The envelope shall also bear the Name and Address of the Bidder along with our Tender No. and subject.

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

The Bidder has the option of sending the Bids in person or by post. However late receipt due to postal delay or any other reason will not be entertained. Bids submitted by Email/ Telegr/ Telegram / Fax will be rejected. No request from any Bidder to the TPCODL to collect the proposals from Courier/ Airlines/ Cargo Agents etc. shall be entertained by the TPCODL.

#### 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.

*Property of TPCODL – Not to be reproduced without prior written permission of TPCODL* 

Page 7 | 39

#### **3.2 Contact Information**

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

#### **Communication Details:**

Name:	Mr. B.B. Mohanty General Manager (Elect)
Contact No:	9437011279
E-Mail ID:	sebbsr2@cescoorissa.com
Name:	Mr. Mahendra Kumar Nanda Manager (Elect)
i tuille.	Mite Manendra Ramar Panada Manager (Elect)
Contact No:	

#### Chief-Procurement & Stores:

Name: Mr. Praveen Kumar Jain

Contact No.: 9223322641

E-Mail ID: pkjain@tatapower.com

#### 3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply / work 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 TPCODL. 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 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 TPCODL 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**

# TP CENTRAL ODISHA DISTRIBUTION LIMITED

### (A Tata Power & Odisha Govt. joint venture)

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 TPCODL against the risk of bidder's conduct which would warrant forfeiture. The EMD shall be denominate in any of the following form:

- Banker's Cheque/ Demand Draft/ favor of Superintending Engineer ,Electrical Circle No.II,TPCODL,Bhubaneswar
- 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

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

## 4.2 Technical Bid Opening

Bids will be opened at TPCODL Office, Bhubaneswar as per the schedule mentioned in Calendar of Events. All tender bids shall be opened internally by TPCODL. Presence of any bidder will not be allowed during bid opening process. Technical bid must not contain any cost information whatsoever.

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

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one.

#### 4.3 Preliminary Examination of Bids/ Responsiveness

TPCODL 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

# TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

properly signed, and whether the Bids are generally in order. TPCODL 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, TPCODL 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 TPCODL and/or the TPCODL 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, TPCODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCODL 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 TPCODL. After all techno commercial issues are clarified, price bids will be opened internally by TPCODL.

## 4.5 Price Bid Opening

Price bids internally by TPCODL without the presence of any bidder representative. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPCODL without any further correspondence in this regard.

#### 4.7 Reverse Auctions

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

# 5.0 Award Decision

TPCODL will award the contract to the successful bidder whose bid has been determined to be the lowestevaluated 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 rate contract / purchase order / LOI solely depends on TPCODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPCODL may deem relevant.

## TP CENTRAL ODISHA DISTRIBUTION LIMITED

### (A Tata Power & Odisha Govt. joint venture)

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

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and TPCODL reserves the right to award other suppliers 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
- 5. Technical specification
- 6. Acceptance form for participation in reverse auction.
- 7. General Conditions of Contract.

# 7.0 Post Award Contract Administration

## 7.1 Special Conditions of Contract

- After finalization of tender, work order shall be issued on successful bidder.
- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of rate contract. PBG applicable shall **10%** of order Value. PBG submitted, shall be released after completion of applicable guarantee period plus one month.
- Guarantee applicable shall 24 months for the entire project except joiting kit for which it shall be 60 months.
- Completion period for entire project shall be **3 months** from the date of issue of order.
- Any change in statutory taxes, duties and levies shall be borne by TPCODL.
- All other terms and conditions of TPCODL GCC shall be applicable.

## 7.2 Drawing Submission & Approval

BA shall submit complete drawing within 15 days of issue of order. All drawing/ technical document shall be submitted by BA in one go. TPCODL shall provide approval within 7 days of receipt of all drawing/ technical documents. Any revision shall be submitted by BA within 4 days of intimation.

#### 7.3 Delivery Terms

The delivery of material shall be made as per special condition of contract mentioned in point 7.1.

## 7.4 Guaranty Period

The materials to be supplied by the contractor shall be guaranteed for satisfactory operation against defects in design and workmanship for a period of 24 months from the date of handing over the completed installations.

Any defects noticed during the above period should be rectified by the Contractor free of cost provided such defects are due to faulty design, bad workmanship or bad materials used on receipt of written notice from the Purchaser.

#### 7.5 Payment Terms

Payment shall be made as per attached GCC

#### 7.6 Climate Change

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

#### 7.7 Ethics

- TPCODL is an ethical organization and as a policy TPCODL 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.
- TPCODL 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 attached Tata Code of Conduct (TCOC), Annexure-IX, for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID:sebbsr2@cescoorissa.com & <u>pkjain@tatapower.com</u>

## 8.0 Specification and standards:

Attached in Annexure-II

## 9.0 General Condition of Contract

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

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

# 10.0 Safety

All jobs are this tender have to be executed strictly in compliance to the Safety terms and Conditions of Tata Power. Please refer attached Safety terms and conditions, Annexure-VIII, for details. Violation of



Safety norms will result in Penalty as mentioned in the above document. Safety Policy of Tata Power is also enclosed for reference.

Schedule for Items (BOQ)

Attached separately with this tender

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 14 | 39

# ANNEXURE II

**Technical Specification attached separately with the tender** 

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 15 | 39

## **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 <u>specifically</u> mentioned in this schedule, the tender shall be deemed to confirm the TPCODL'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:

TPCØDL TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

### **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

Prices firm or subject to variation	Firm / Variable
(If variable indicate the price variation	
clause with the ceiling if applicable)	
If variable price variation on clause given	Yes / No
Ceiling	%
Inclusive of GST	Yes / No (If Yes, indicate % rate)
Inclusive of transit insurance	Yes / No
Delivery	Weeks / months
Guarantee clause acceptable	Yes / No
Terms of payment acceptable	Yes / No
Performance Bank Guarantee acceptable	Yes / No
Liquidated damages clause acceptable	Yes / No
Validity (180 days)	Yes / No
(From the date of opening of technical bid)	
Inspection during stage of manufacture	Yes / No
Rebate for increased quantity	Yes / No (If Yes, indicate value)
Change in price for reduced quantity	Yes / No (If Yes, indicate value)
Covered under Micro, Small & Medium Enterprises Act,2020	Yes / No
	(If Yes, indicate, MSME Reg'n No.)
	<ul> <li>(If variable indicate the price variation</li> <li>clause with the ceiling if applicable)</li> <li>If variable price variation on clause given</li> <li>Ceiling</li> <li>Inclusive of GST</li> <li>Inclusive of transit insurance</li> <li>Delivery</li> <li>Guarantee clause acceptable</li> <li>Terms of payment acceptable</li> <li>Performance Bank Guarantee acceptable</li> <li>Liquidated damages clause acceptable</li> <li>Validity (180 days)</li> <li>(From the date of opening of technical bid)</li> <li>Inspection during stage of manufacture</li> <li>Rebate for increased quantity</li> <li>Change in price for reduced quantity</li> <li>Covered under Micro, Small &amp; Medium</li> </ul>

# 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	

**TP CENTRAL ODISHA DISTRIBUTION LIMITED** 

(A Tata Power & Odisha Govt. joint venture)

## <u>Annexure VI</u>

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

Signature & Seal of the Bidder

## Annexure VII

#### **General Conditions of Contract – Attached separately**

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 19 | 39

Annexure VIII

Safety Policy and Safety terms and conditions.

1. Definitions

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 20 | 39

- 1.1 Order Manager: Order Manager is the Tata Power representative, who has the ownership of the given job under the signed contract.
- 1.2 ServiceProvider/Contractor/vendor:Anindividualoranorganizationthatprovides servicestoTataPower underasigned contract.
- 1.3 Site Safety Management Plan: It is the safety plan agreed between Contractor

/service provider & Tata Power. It will contain the entire job specific safety requirement and will be signed by the service provider. High Risk Job: Any job which has significant health and safety risk associated to it. The list of high risk jobs has been identified at Tata Power level. Emergency: a serious, unexpected, business discontinuity and often dangerous situation resulting loss of revenue/property and requiring immediate action.

# 2. SafetyPolicy



### HEALTH AND SAFETY POLICY

Tata Power is committed to provide safe and healthy working environment for the prevention of work related injuries and ill-health. Safety is one of our core values. We strive to be a leader in safety excellence in the global power and energy business. In pursuit of this, we are committed to the following:

- Maintain and continually improve our management systems to eliminate hazards and reduce health & safety risks to all our stakeholders.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Comply and endeavour to exceed all applicable health & safety legal and other requirements
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels.
- Involve our employees and business associates in maintaining a safe and healthy work environment through consultation and participation
- Inculcate safety culture by visible leadership and empowerment.
- Ensure required competency to enable our employees and business associates for working safely.
- Promptly report incidents, investigate, share crucial learnings and prevent recurrences.
- Influence our business associates in enhancing their health and safety standards and align with Tata Power's health & safety codes and practices.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve health and safety performance.

We shall ensure the availability of appropriate resources at all times to fully implement and communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.

Date: 11<sup>th</sup> March, 2019 TATA POWER Lighting up Lives! (Praveer Sinha) CEO & Managing Director

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 22 | 39

# 3. Safety Organization & Responsibilities

4.1 Contractor Site Management and Supervision

Each Contractor will be responsible for fulfilling all statutory and safety requirements as per the laws of the land and not limited to Factory Act, Electricity Act, Electricity Rules and Regulations, Shopand Establishment Actetc.

Each Contractor shall provide at least one competent full time safety supervisor for workforce of less than 100 numbers. When workforce ranges from 100 to 1000, the contractor has to provide at least one qualified safety officer and safety supervisors (reporting to the safety officer) in the ratio1:100. For every 1000 addition in workforce, the contractor has to add 1 safety officer. The Tata Power Project Safety Manager will review and approve the appointment of all safety supervisors. Contractor/Subcontractor safety supervisors/officers will work with Tata Power Safety Managers and align themselves with Tata Power Safety requirements.

Each Contractors'/Subcontractors' Site Manager is responsible, and will be held accountable, for thesafetyof their subcontractors and workforce and for ensuring that all equipment, materials, tools and procedures remain in safety compliance at job site, including:

- 4.1.1 Holding officer/supervisors accountable for safety and actively promote safe work performance.
- 4.1.2 Participateinandcooperatewithallsafetyprogramrequirementstobeimplementedin order to meet Tata Power safety objectives.
- 4.1.3 Ensuretimely reporting of safety incidents, near misses, unsafe acts and conditions.
- 4.1.4 Identify the training needs of its employees and maintain all safety training documents.
- 4.1.5 Provide safety performance report at an agreed frequency.
- 4.1.6 Stopping of unsafe work (acts and/or conditions) immediately, until corrective action be taken.

#### 4.2 Contractor Supervisors and General Staff

Contractors' site supervisors and general staff members in charge of job site functions such as field engineering, warehousing, purchasing, cost and scheduling, etc. are responsible for the safeperformance of the work of those they supervise. They must set an example for their fellow employees by being familiar with applicable sections of the Site Safety program and ensuring that all site activities are performed with SAFETY as the primary objective.

Each site supervisor is responsible and will be held accountable for identifying, analyzing and eliminating or controlling all hazards through implementation of an aggressive, pro-active Health, Safety and Environmental Program from project inception through project completion. Each supervisor will proactively participate in the SHE program by observing, correcting unsafe acts, and recording these observations.

#### 4.3 Contractor Workforce

Contractor workforce must make safety a part of their job by following safety rules and regulations and by using all safeguards and safety equipments. They must take an active part in the SiteSafetyprogram to ensure their ownsafety and injury-free employment as well as being a lert to unsafe practices of their fellow employees.

Every member of the workforce is expected to report for work without influence of any Drug/Alcohol. All employees are expected to report any hazardous conditions practices and behaviors in their work areas and correct where ever possible. Workforce is responsible for active participation in safety and health programs, suggestion systems, trainings and in immediate reporting of all injuries, any unsafe practices, conditions or incidents to their supervisors.

#### 4.4 Vendor/Contractor

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 23 | 39

### TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

Vendors/Contractor shall at all times comply with, and ensure that their workforce comply with all site safety rules and regulations. Specifically, with applicable provisions of the Tata Power Site Safety Management Plan, and all statutory safety rules and regulations.

# 4. SiteSafetyRulesandProcedures:

The work in the safest possible manner can only happen when it has been carefully planned and all applicable procedures are followed. The Tata Power Safety Procedures are derived from Tata Power best practices and the applicable Government acts regulations. In each case, the most stringent regulation is used.

Following is the list of Tata Power's critical Safety Rules and Procedures. Contractor shall refer to approved Rules and Procedures for detailed requirements and ensure conformance.

#### 5.1 LockOutandTagOutProcedure

This procedure is intended to be used for the protection of Personnel while servicing or performing maintenance on equipment / pipeline / vessel / process systems. This is a general procedure that shall be used as the minimum requirements for isolation of equipment, pipelines, machines, system from all possible sources of hazardous energy and / ormaterial such as Steam, Hot Water, Compressed Air, any other process fluid / chemical energy/Mechanical energy or Electrical energy. For complete procedure kindly refer Procedure Document No. TPSMS/CSP/LOTO/001 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.2 ExcavationSafety(ShoringandSloping)Procedure

This procedure is developed to cover the safe practices required for shoring and sloping in excavation and trenching jobs. This procedure is developed to establish mandatory requirements for practices to protect personnel, property and equipment from hazards associated with above activities. For complete procedure kindly refer Procedure Document No TPSMS/CSP/EXS/002 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.3 Confined Space Entry Procedure

This procedure outlines the steps required to perform the confined space entry and to protect personnel from the hazards of entering and conducting operations in confined spaces. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/CSE/003 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.4 Working at Height Procedure

This procedure describes the rules and procedures to protect employees from the hazards of working at heights.

This procedure is developed to cover the safe practices required for Working at Heights. This procedure is developed to establish mandatory requirements for practices to protect personnel from hazards associated in this area. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/WAH/004 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.5 Heavy Equipment Movement Safety Procedure

Heavy equipment lifting and movement is an activity involving loading, unloading, storage and movement from one place to another including lifting and erection or repairing of equipment with cranes or hoists. Material, machinery and equipment handling operations are being carried out by large capacity cranes and hoists, which make the job safer and faster. This procedure addresses the hazards and precautions associated with such equipment and their use. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/HEMS/005 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.6 Mobile Crane Safety Procedure

Mobile cranes are responsible for many incidents, injuries. Falling loads from mobile cranes pose a severe hazard to operators and nearby workers and property. Many types of cranes, hoists, and rigging

#### TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

devices are used for lifting and moving materials. To maintain safe, appropriate standards has to be adhered to and only qualified and licensed individuals shall operate these devices. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/MCS/006 REV 01.

#### 5.7 Scaffold Safety Procedure

This procedure is developed to provide information on the safe erection, use, dismantling and maintenance of access scaffolding in the workplace. It is developed to establish mandatory requirements for practices to protect personnel from hazards associated with erection, use and dismantling of scaffolds. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/SCAF/007 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.8 Electrical Safety Procedure

The objective of these standards is to specify minimum mandatory requirements and advisory guidance for identifying and controllinghazardstoensure'ZeroHarm' with regard to operation maintenance and testing of electrical equipment. For complete procedure kindly refer Procedure Document No-TPSMS/CSP/ELEC/010 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.9 Job Safety Analysis (JSA) Procedure

This objective of this procedure is to have a task based risk assessment process in place that identifies, evaluates and controls the risks associated with work activities, and as a result, prevents those involved in the task or those potentially affected by the task, from being harmed. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/JSA/009 REV01available on official website of Tata Power (www.tatapower.com)

#### 5.10 FireSafety Management Procedure

Objective of This standard is to specify the minimum mandatory requirements and advisory guidelines to ensure prevention of fire related incidents and managing / controlling their impacts if they do occur. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/FSM/011 REV 01

#### 5.11 Permit To Work Procedure

Given the inherent hazards of the power generation and distribution industry, a significant number of TATA POWER operations and installations are critical. Work Permit (WP) System is an essential element in controlling the workplace risks in an effective manner. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/PTW/008 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.12 Lift (Elevator) Safety Procedure

To provide safe operating procedure for taking control of lift car before entering and existing the pit of OTIS make elevators. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/LIFT/001 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.13 Working on conveyor belt Procedure

This procedure is developed to cover the safe practices required for Workingon live equipment and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CONV/002 REV 01 available on official website of Tata Power (www.tatapower.com)

#### 5.14 Handling Hazardous Materials Procedure

This Procedure is developed to provide procedure for recycling and/or safe disposal of used/ waste batteries in compliance with all legislation. For complete procedure kindly refer Procedure Document No-TPSMS/GSP/HAZM/003 REV 01 available on official website of Tata Power (www.tatapower.com)

5.15 Material Handling and Storage Procedure

#### Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 25 | 39

#### TP CENTRAL ODISHA DISTRIBUTION LIMITED

#### (A Tata Power & Odisha Govt. joint venture)

The purpose of this document is to provide procedures to assist thesa fehandling of materials (manual handling and mechanical handling). For complete procedure kindly refer Procedure Document No-TPSMS/GSP/MATL/004 REV01 available on official website of Tata Power (www.tatapower.com)

#### 5.16 Contractor Safety Management Procedure

The purpose of this document is to engage with contractors in a way to create safe work environment for everyone working for Tata Power. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CSM/015 REV 01 available on official website of Tata Power (www.tatapower.com)

The above procedures will be updated periodically and the updated version of the procedures as well as any additional critical procedure will be available on official website of Tata Power (www.tatapower.com) for your reference.

# 5. Training and Capability Building

Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and documented as specified by Tata Power and Indian Regulations. Tata Power Safety Manager will audit contractors training and related documentation to assure its adequacy.

#### 6.1 Tata Power Site Safety Orientation

All Tata Power contractor and subcontractor workforce is required to attend Tata Power Site SafetyOrientationTraining toreceiveaSafetyTrainingCard,whichisrequiredtoobtainaGate Passtothesite,priortoentry.

This Safety Orientation Course will be for duration of minimum half day. The information provided during the orientationwillinclude, but is not limited to following:

- 1. Jobrules, personals a fety and conduct
- 2. Hazards reporting
- 3. Reporting of injuries
- 4. Emergency procedures
- 5. SafetyActivitiesandProgramincludingdisciplinarymeasureandincentives.
- 6. Critical safety procedure relevant to the job

#### 6.2 Capability Building

Appropriate training such as L1, L2 & L3 is given to ensure that a jobholder, either supervisor or worker, is competent to do his/her job safely. The skill training is provided through TPSDI and other agencies authorized by Tata Power on the list of 15 procedures mentioned undersafety procedure.

Contractor shall ensure that concerned work men are provided with a dequate training before he/she is allowed to execute the work.

An evaluation test will be conducted after the completion of the training. Those workmen employeewhomeetthe minimum required competency will be provided with Gold Card which is valid for 3 years, post which the workmen has to reappear for the assessment. If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3 monthtimeframefailing which he/she will not be allowed to work on high risk jobs.

#### Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 26 | 39

TP CENTRAL ODISHA DISTRIBUTION LIMITED

# (A Tata Power & Odisha Govt. joint venture)

# 6. Pre Employment and Periodic Medical check up

Contractor shall arrange to conduct a pre employment and periodic medical check-up for its entire workforce by Tata Power medical officer or Tata Power authorized medical officer. The contractor shall be able to produce the certificate prior to the employment. The contractor shall also organize to conduct periodical medical checkup (six monthly) for the following categoryofemployees:

- Drivers(CheckforVision&Hearing)
- EquipmentOperators(CheckforVision&Hearing)
- Workforce working at Height (Check for Vision, Hearing, Vertigo & Height Phobia)
- Workforce Handling the hazardous substances (Coal, ash and chemicals)
- Workforce in high decibelarea (>90 Decibel, Checkfor Hearing)
- Workforce, working in specific areas requiring specific medical attention should conduct the medical test as laiddownintherespectiveSiteSafetyManagement Plan.

# 7. Safety Performance Evaluation and Penalties

8.1 A certain percentage of the bill value will be retained against every running bill as safety performance retention. The amount will be released with the last invoice based on "Safety Performance score" attached in CSM-F-3 of CSM procedure. The amount is based on following table

Contract Value	Retention
	Amount(%)
Upto 10 Lakhs	2.5
10-50 lakhs	2
0.5 to 10 Cr	1.5
>10 Cr	1

- $8.2 \,\, {\rm Safety} \, {\rm performance} \, {\rm Score} \, {\rm will} \, {\rm be} \, {\rm monitored} \, {\rm by} \, {\rm the} \, {\rm Order} \, {\rm Manager} \, {\rm every} \, {\rm month}.$
- 8.3 For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remainingcontracts, the retention amount will be released with the final bill.
- 8.4 In case of job stoppage due to safety violations/ unsafe observations at the site, no time extension shall be given to the contractor, if such delays are attributable to contractor.
- 8.5 In case of fatality, limb loss or loss of property, vendor has to pay for liability, legal, statutory and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.
- 8.6 The committee will finalize an amount between 5-50 lakhs based on factors such as advise by statutory authorities, contract value and impact of accident etc.
- 8.7 Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractualsafetyperformancescore is 100%.
- $8.8 \ {\rm During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on matrix attached here with.}$
- 8.9 Order Manager, divisional chief and SBU head have the authority to terminate the contract in case of three consecutive

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 27 | 39

## TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

seriousviolations.

Safety Performance Evaluation - CSM-F-3

	Lead Indicators	Unit Of measurement	Target	weight age
1	% of Employee certified in TPSDI/Authorized agency	%	50	10
2	CFSAscore (Annexure6.1)	Average Severityof Violations	1.49	20
3	Monthly inspection completed for Critical Equipments, lifting Tools & Tackles and hand tools used at site	%	80	5
4	Condition of tools, tacklesandequipments	%	100	15
	Lag Indicators			
1	Number of Fatalities	No.	0	30
2	Number of Lost work day case (LWDC)	No.	0	10
3	Man-days Lost	No.	0	10

Inadditionto above evaluation criteria, for specific violations penalty shall be imposed on the contractor sunderfollowing circumstances:

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 28 | 39

# TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

Sr No	Description of violation	Severity	Penalty /
1.	Working without Permit	5	5000/-
2.	Untrained (TPSDI) worker on high-risk jobs.	5	5000/-
3.	Unhygienic/Bad condition of PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	2000/-
5.	Unsafe Act/Condition of Severity 4	4	2000/-
6.	Unsafe Act/Condition of Severity 5	5	5000/-
7.	No Earthling of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/
9.	Violation of Positive Isolation Procedure ( LOTO Not followed )	5	5000/
10,	ELCB of more than 30 mA/ELCB not working	5	5000/
11.	On/Off switch of welding m/c not working	5	5000/
12.	Electric cable tied with metal wire	5	5000/
13.	Leakage found DA hose / cylinder	5	5000/
14,	Use of LPG	5	5000/
15	Use of Three-wheeler at the work site.	5	5000/
16,	Starting the job without Tool Box Talk	5	5000/
17	Spatter falling on DA hose / Gas-line/ pathways / Equipment	5	5000/
18.	No safety latch in crane hook	5	5000/
19,	Load raised or swung over people or occupied areas of buildings	5	5000/
20.	Persons standing in swing area of construction equipments.	5	5000/
21.	Using damaged slings.	5	5000/
22.	Unstable scaffolding/non standard Scaffolding in use	5	5000/
23,	Handrails and mid-rails are missing	5	5000/
24.	Safety Harness not anchored with lifeline/fixed structure	5	5000/
25,	Fall arrestor not provided/ Not being used.	5	5000/
26,	Double life line not used for working at height	5	5000/
27,	No rubber mat in DB room	4	2000/-
28.	Water found accumulated in DB room/near welding machine.	4	2000/
29.	Inserting electric cables into socket, without using plug.	4	2000/
30,	Use of damaged electrical cable/two core cables.	4	2000/
31.	Inflammable material found in D.B Room./ welding areas.	4	2000/
32.	Loose material falling into excavated pit	4	2000/
33,	Water logging into excavated pit	4	2000/
34.	No / inadequate Barricade	4	2000/

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 29 | 39

#### TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

Sr No	Description of violation	Severity	Penalty /
35.	Undercut / cave-in found on sides of excavated pits	4 3	2000/
36.	Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard	4	2000/
37.	The HMV/Mobile Crane operator does not having a valid HMV driving license.	4	2000/
38.	The loading area is not leveled properly.	4	2000/
39.	Ladder not anchored at top	4	2000/
40.	Opening found in working platform of scaffolding/floor	4	2000/
41.	Inadequate illumination at the working area	4	2000/
42.	Loose material lying on Gantry ,platform	4	2000/
43.	Cleaning body with Compressed Air.	3	500/-
44.	Gas Cylinders using without cap.	3	500/
45.	Gas Cylinders stored without securing	3	500/
46.	Bringing inside any other chemicals, apart from approved by Safety dept.	3	500/
47.	Using drum for sitting or accessing height.	3	500/
48.	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc.	3	500/
49.	No provision of Safety net where falling materials or tools may occurs	3	500/
50.	Taking electrical supply from non designated outlet (other than socket).	3	500/
51.	Restricted gangways due to unwanted materials.	3	500/
52	Not reporting incident.	3	500/
53.	Entering into restricted area like switch yard/ hazardous storage etc.	3	500/
54.	Work without supervision	3	500/
55.	Parking of vehicle without applying wheel choke at right front-front and left rear-rear wheels other than passengers cars.		500/
56,	Vehicle without helper or co-driver,	3	500/
57.	Not wearing florescent safety jacket at site.	3	500/
58.	People travelling in load body of vehicle.	3	500/
59.	Parking of vehicles at non designated area.	3	500/
60.	Shifting heavy materials without guide ropes.	3	500/
61.	Using other than 24V lamp inside the confined space/Use of other than 24V lamps.	3	500/
62.	Angular/ starch loading/ lifting with Crane or hoist.	3	500/
63.	By passing the limit switch/ Safety Interlock.	3	500/
64.	Housekeeping activities on road without proper barricade.	3	500/

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 30 | 39

#### TP CENTRAL ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

Sr No	Description of violation	Severity	Penaity /
65.	Trying to board or alit from running vehicle.	3	500/
66.	Cylinder Valves of Gas cylinders not closed when not in use.	3	500/
67.	Flash-back arrester not used.	3	500/
68.	Trolley wheel found damaged.	3	500/
69.	Guy ropes of required length on both sides of object are not used during movement with load.	3	500/
70.	Scotch block/wedge not provide when the vehicle is parked.	G	500/
71.	Suitable Trolley not provided to hold the cylinders.	3	500/
72.	Locked First Aid box	3	500/
73.	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	500/
74.	Person found jumping barricading tape	3	500/
75.	Stacking of pipes, pile casing , drums without chock blocks/wedges	3	500/
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helmet (on bikes)	4	500/-
79.	Without Full body double lanyard Safety Harness (for work at height)	5	5000/-
80,	Without Hand gloves - Material Handling, Welding, Cutting,	4	100/-
81.	Without Safety goggles/ face shield - Welding/Cutting /Grinding	5	5000/-
82.	Handling Chemical without PVC Apron	5	5000/-
83.	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders)	5	1000/-
84.	Sleeping at Work Place	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse hom	3	500/-
89.	Non functional Head light/ tail light and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	з	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder.	3	500/-

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

Page 31 | 39

Sr No	Description of violation		Penalty /	
95.	Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders.	5	5000/-	
96.	Spillage of hazardous material/chemicals during transportation	4	2000/-	
97.	Electrical equipment without Earthing/ ELCB/ Double Insulation Cable.	5	5000/-	
98.	Lifting Tools & Tackles used without/ expired Test Certificates.		5000/-	
99.	Housekeeping repeatedly not maintained			
100.	First Time	3	Warning	
101.	Second Time	4	1000/-	
102.	Third Time	5	5000/-	
103.	Serious Violation Of House Keeping (after 1 <sup>st</sup> or 2 <sup>nd</sup> warning to be decided by Project Manager depending on the severity)		Rs.10000/- and above	
104.	Repeat Violation of same nature	5	5X Violation	

Annexure-IX

## Tata Code of Conduct

The Owner abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Owner and the Contractor for dealings under this Order/ Contract. A copy of the Tata Code of Conduct is available a tour website:

## https://www.tatapower.com/pdf/aboutus/Tata-Code-of-Conduct.pdf

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Procurement & Stores mail ID: pkjain@tatapower.com.

#### **AnnexureX**



# **CORPORATE ENVIRONMENT POLICY**

Tata Power is committed to a clean, safe and healthy environment, and we shall operate our facilities in an environmentally sensitive and responsible manner. Our commitment to environmental protection and stewardship will be achieved by:

- Complying with the requirements and spirit of applicable environmental laws and striving to exceed required levels of compliance wherever feasible
- Ensuring that our employees are trained to acquire the necessary skills to meet environmental standards
- Conserving natural resources by improving efficiency and reducing wastage
- · Making business decisions that aim towards sustainable development
- Engaging with stakeholders to create awareness on sustainability

(Praveer Sinha) CEO & Managing Director

TATA POWER Lighting up Lives!

Date: 15<sup>th</sup> June, 2018





# **CORPORATE SUSTAINABILITY POLICY**

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

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

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

alan

(Praveer Sinha) CEO & Managing Director



Date: 15<sup>th</sup> June, 2018

TATA POWER

Sl. No	Description of Materials	Unit	Qty	Rate ( Rs.)	Amount (in Rs)	Rate (Rs.)	Amount (Rs)
				Su	pply	Erection	
<u>1</u>	2	3	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	8
1	63KVA, 11/0.4KV (AL) Transformer BIS Energy level-II	No	1				
_	10Mtr long 150 x 150mm R.S Joist Pole (34.60Kg/Mtr Each						
2	346Kg)	No.	11				
3	9Mtr long 100 x 116mm R.S Joist Pole(23.4Kg/Mtr Each 207Kg)	No	4				
4	100 x 50 x 6mm MS channel	K.g.	298.04				
5	75x40x6mm MS Channel	K.g.	287.76				
6	50 x 50 x 6 mm MS Angel	K.g.	153				
7	11KV AB Switch 3 Pole (200 Amp)	Set	1				
8	11KV AB Switch 3 Pole (400 Amp)	Set	1				
9	11KV HG Fuse 3 Pole (400 Amp)	No.	1				
10	11 KV L.A. 12KV-10KA	No.	3				
11	11 KV L.A. 12KV-5KA	No.	3				
12	H.T.stay set ( Complete )	Set	9				
13	H.T. Stay Insulator	No.	9				
14	H.T. Stay clamp (1.95 K.g./ Pair )	Pair	9				
15	7/10 SWG Stay Wire	K.g.	90				
16	GI Pipe Earthing 40 Dia Medium gage 3 mtrs. Long	No.	7				
17	No.6 GI Wire	K.g.	60				
18	40x6mm GI Flat for nutral	K.g.	140				
19	Clamp Connector & Jumpring Materials	LS	1				
20	Fixing and concreating of stay set with 0.5Cum cement concret foundation 1:3:6 size ( 900mmx600mmx900mm) using 40mm BHG metal with all labour and material except stay set , stay wire , stay insulator .	No.	11				
21	Concreting of support C.C - 1:4:8 using 40mm BHG metal size - 5'x2'x2' = 20CFT = 0.570Cum Padding 900x600x150mm = <u>0.081</u> 0.651Cum @ 3071.25= 1999.38each	NO	15				

#### Page | 36

22	Couping of support section 15"x15" ( 3.9Cft) height 2'-6' ( 1' - 6" above G.L & 1' - 0' below G.L ) in C.C 1:2:4 using 12mm BHG metal & curing for 5 days	Nos	15		
23	Materials for Massionary work for Earth Pit,Charcoal, Salt etc including construction of earthing chamber (Size: 2"x2") and RCC slab cover	No.	7		
24	55mm2 AAAC	Km	0.04		T
25	50 mm2 11 KV XLPE Cable	Km	0.28		
26	Red Oxide paint	Ltr	9		
27	All. Paint	Ltr	10		
28	Black Paint	Ltr	4.5		
29	GI Nut , Bolt & Washer	K.g.	121		
30	L.T. Distribution box including Kit Kat fuse with MCCB for 63KVA S/S	No.	1		
31	3 1/2 x 95mm2 PVC Cable for 63 KVA TFR.	Mtr.	15		
32	Cost of Plinth for 63 KVA TRF	No	1		
33	Barbed Fencing (size 15'x10' )with constn. of retaining wall ,erection of RCC fencing post, Sand filling and metal spreading, Fixing of Iron gril gate etc	No	1		
34	11 KV V cross Arm (10.2 K.g. each)	No.	7		
36	Top bracket 75x40mm MS channel ( 1.3kg each)/	No.	7		
37	Back Clamp for V cross Arm 1.70Kg each	Pair	7		
38	11 K.V.GI Pin	No.	21		
39	11 K.V. Pin Insulator (Procelain)	No.	21		
40	11 K.V. H.W. Fitting (B & S)	No.	18		
41	11 K.V. DISC Insulator (B & S) Double Disc 70KN (Procelain)	No.	36		
42	Earthing of Support ( Coil Type )	No.	10		
43	Concrete slab for base plate size 2ftx2ft x 2" thickness for each PSC pin point	No	4		
44	GI barbed wire anticlimbing device 2 Kg. Per support	Kg	18		
45	LT Stay set Complete	Set	2		
40					

47	LT Stay clamp (1.4 K.g./ Pair )	pair	2		
48	LT Stay Insulator	No.	2		
49	Guy Grip Dead end Clamp	No	2		
50	Dead end Clamp	No.	2		
51	Suspension Clamp With I- Hook	Pair	2		
52	AB Cable( 3 x 50 +1x35mm2 )	K.m.	0.15		
53	Sundries for survey, PVC tape, Ampire tape,Danger Board, small size nut & Bolt preparation of drawing Allm. Socket tree cutting Binding Wire etc.	LS			
	Total				

