

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January 2024*

## **OPEN TENDER NOTIFICATION**

**FOR**

**Outline Agreement of 02 Years for excavation and associated services for carrying out Preventive and Breakdown Maintenance of EHV cables in Mumbai region.**

**Tender Enquiry No: CC24NP040**

**(Please note this reference number must be quoted in all submission pertaining to this tender)**

**The Tata Power Company Limited (Tata Power)  
Corporate Contracts,**

**Smart Center of Procurement Excellence,  
2nd Floor, Sahar Receiving Station, Near Hotel Leela,  
Sahar Airport Road, Andheri (E), Mumbai 400 059**

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
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**Procedure for Participating in Tender**

<b>Tender Enquiry No.</b>	<b>Work Description</b>	<b>EMD (Rs.)</b>	<b>Tender Participation Fee</b>	<b>Last date and time for Payment of Tender Participation Fee*</b>	<b>Last date and time for bid submission</b>
<b>CC24NP040</b>	<b>Outline Agreement of 02 Years for excavation and associated services for carrying out Preventive and Breakdown Maintenance of EHV cables in Mumbai region.</b>	<b>2,00,000/-</b>	<b>Rs. 2000/-</b>	<b>18<sup>th</sup> Jan'2024 1500 Hrs</b>	<b>31<sup>st</sup> Jan'2024 1500 Hrs</b>

**\*Interested bidders are strongly advised not to wait by above time and purchase the tender immediately to get the link for bid submission. This will enable them to communicate/raise queries against the subject tender in time.**

**Procedure for Participating in Tender. Following steps to be done before last date for purchase of tender,**

1. Interested Vendors to refer to the Section C of the tender (Prequalification criteria).
2. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating
  - a. Tender Enquiry number
  - b. Name of authorized person
  - c. Contact number
  - d. e-mail id
  - e. Details of submission of Tender Participation Fee
3. Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of Direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference number –

Beneficiary Name – The Tata Power Co. Ltd.

Bank Name – HDFC Bank Ltd.

Branch Name – Fort Branch, Mumbai

Address – Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023.

Branch Code – 60

Bank & Branch Code – 400240015

**The Tata Power Company Ltd**



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Account No – 00600110000763

Account type – CC

IFSC Code – HDFC0000060

E-mail with necessary attachment of 1 and 2 above to be send to [naman.patel@tatapower.com](mailto:naman.patel@tatapower.com) with copy to [vivek.mittal@tatapower.com](mailto:vivek.mittal@tatapower.com) before “Last date and time for Payment of Tender Participation Fee”

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

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

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidder who have done the above steps (Payment of tender fee and submission of letter with requisite details) to participate in the Tender.

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

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

Also all future corrigendum's to the said tender, if any, will be informed on Tender section on website <https://www.tatapower.com>

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**\*\_To be submitted in editable excel format**

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## Section A: Tender Notice including Instruction to Bidders

### 1. Tender Details

#### 1.1 Key Tender Specific Details

<b>Reference Number</b>	CC24NP040
<b>Description</b>	Outline Agreement of 02 Years for excavation and associated services for carrying out Preventive and Breakdown Maintenance of EHV cables in Mumbai region.
<b>Type of Tender</b>	Outline Agreement
<b>Period</b>	OLA shall be valid for 02 years.
<b>Tender Fee</b>	Rs 2,000/-
<b>Earnest Money Deposit (EMD)</b>	Rs 2,00,000 /- Rs Two Lakh Only <b>PLEASE NOTE THAT IT IS MANDATORY TO SUBMIT EMD IN THE FORM OF ONLINE TRANSFER OR BANK GURANTEE OR DEMAND DRAFT</b>
<b>Price Basis</b>	Firm Price for 02 Years
<b>Executive Handling this Tender*</b>	Name: Mr. Naman Patel Contact No.: 9029001594 E-Mail ID: <a href="mailto:naman.patel@tatapower.com">naman.patel@tatapower.com</a>

\*You may contact the above personnel from Monday to Friday during office hours only.

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### 1.2 Calendar of Events

(a)	Access to Tender Documents through Tata Power website	10 <sup>th</sup> Jan' 2024 onwards
(b)	Last date and time for Payment of Tender Participation Fee to get e-tender link for bid submission*	Till 18 <sup>th</sup> Jan' 2024 1500 Hrs.
(c)	Date & Time of Site visit/Pre-Bid Meeting.	Shall be informed Separately
(d)	Last Date of receipt of pre-bid queries, if any.	By 23 <sup>rd</sup> Jan' 2024 1500 Hrs.
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	By 25 <sup>th</sup> Jan' 2024 1500 Hrs.
(f)	Last date and time of receipt of Bids	By 31 <sup>st</sup> Jan' 2024 1500 Hrs.

**Note: - \* Interested bidders are strongly advised not to wait by above time and purchase the tender immediately to get the link for bid submission. This will enable them to communicate/raise queries against the subject tender in time.**

These date and time in above calendar of events are as planned and tentative. In case of change the same shall be intimated to Authorized Person of Interested Bidder through E-Tender System.

Please note post submission of Bids relevant communication will be done with Authorized Person of Interested Bidder through E-Tender System.

### 1.3 Mandatory documents required along with the Bid

- 1.3.1 Bid Guarantee Fee (EMD) of requisite value and validity. PLEASE NOTE THAT BID GUARANTEE ONLY IN FORM OF BANK GUARANTEE WILL BE ACCEPTED.
- 1.3.2 Requisite Documents to ascertain fulfilling of Technical and Commercial Pre-Qualification Requirement as detailed in Tender Enquiry.
- 1.3.3 Technical Submission including Drawings, Type Test details etc. as detailed in Technical Specification.
- 1.3.4 Required Commercial Submission as detailed in Tender Document
- 1.3.5 Technical and Commercial Clarification and Deviations as per the format attached in the Tender Enquiry
- 1.3.6 Proper authorization letter to sign the tender and participate in Tata Power E-Tender system on the behalf of bidder.
- 1.3.7 **For vendor not registered with Tata Power, Duly filled Vendor Registration form with all supporting documents is mandatory to participate in the Tender.**

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

**Also please note that whenever editable format are shared it is requested that data be filled in relevant cells. No formatting or addition / deletion of rows / columns to be done. Wherever editable Excel submission are requested the file should be free from references, macros etc.**

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Checklist of Document Submission

<b>Stage of Tendering</b>	<b>Document</b>	<b>Type of Format</b>	<b>Mode of submission</b>
Before last date of Pre-Bid Query	Query / Clarification / Deviation (QCD) Format. (F1)  Separate Excel sheet to be used for Technical and Commercial Pre-Bid Query	Editable Excel Format	Through message in E-tender system
<b>Bid Submission Envelope 1 (First Part)</b>	<b>Earnest Money Deposit</b>	<b>Original Bank Guarantee</b>	<b>In Sealed Envelope</b>
<b>Bid Submission Envelope 2 (Second Part)</b>	<b>Documents to be uploaded in Ariba only.</b> In case of multiple files, a zipped folder can be attached for the same (size limit of 100 MB per zipped file)		
To be submitted Under Tab 2 in Ariba	Duly filled PQR and supporting documents		
	Duly filled PQR format	Editable Excel Format	E-Tender System
	Backup documents for Technical PQR	Signed and Scanned documents	E-Tender System
To be submitted in Ariba	Duly Filled Vendor Registration Form (for unregistered vendor) and supporting documents. Registered vendor to submit letter indicating <b>Vendor Code</b> in Tata Power and <b>factory/supply address</b> to be used.		
	Duly filled Vendor Registration Form (if vendor is not registered with Tata Power)	Signed and Scanned documents	E-Tender System
	Backup document for Vendor Registration Form (if vendor is not registered with Tata Power)	Signed and Scanned documents	E-Tender System

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To be submitted in Ariba	Technical Submission and Supporting Documents		
	Duly filled Technical Submission Format	Editable Excel Format	E-Tender System
	Technical Submission as required for Technical Specifications	Signed and Scanned documents	E-Tender System
	Duly filled Technical Submission- Type test verification sheet Format	Editable Excel Format	E-Tender System
	Backup documents for Type Test verification	Signed and Scanned documents/ reports	E-Tender System
	Query / Clarification / Deviation (QCD) Format for Deviation if any	Editable Excel Format	E-Tender System
	Duly filled Unpriced Bid Format	Signed and scanned copy of document	E-Tender System
To be submitted in Ariba	Commercial Submission and supporting document		
	Letter of Undertaking (FOR VENDORS NOT REGISTERED WITH TATA POWER)	Scanned Copy of letter of undertaking duly filled, stamped and signed	E-Tender System
	E-auction Undertaking form	Scanned Copy of letter of undertaking duly filled, stamped and signed	E-Tender System
Bid Submission Envelope 3 (Third Part)	Duly filled Priced Bid Format	Duly signed and stamped scanned copy of document. To be entered in E-Tender System	E-Tender System



**1.4 Deviation from Tender**

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the Query / Clarification / Deviation (QCD) Format. Deviations have to be mandatorily submitted in editable Excel sheet Technical and Commercial deviation have to be submitted separately.

Technical or Commercial Deviation should be mentioned in Deviation Format only. Deviation in any other document or Format will not be considered.

**1.5 Right of Acceptance/Rejection**

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

1.5.2 Mandatory Documents as listed in 1.3 above

1.5.3 Price Bid as per the Price Schedule mentioned in Tender Document

1.5.4 Receipt of Bid and Response to queries within the due date and time

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

**1.6 Qualification Criteria**

**Qualification Requirement expectation and document are detailed in documents in Section C**

**1.7 Pre-Bid Queries**

Pre-Bid Queries if any has to be sent through message in E-Tender System. Pre-Bid Query has to be sent only in the Query / Clarification / Deviation (QCD) Format. Technical Pre-Bid Query and Commercial Pre-Bid Query have to be submitted in Separate Editable Excel File in Prescribed Format. Pre-Bid Queries sent in any other format or send through any other communication channel will not be accepted and answered. Pre-Bid Query have to be sent in the stipulated timeline as defined in the Tender Document. No Pre-Bid Query will be accepted after the due time and date as specified as "Last Date of receipt of pre-bid queries, if any"

**1.8 Marketing Integrity**

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts and other parts of Tender Documents. Bidders must agree to these rules prior to participating. In addition to other remedies available, Tata Power 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 or other part of the Tender Documents. A bidder who violates the marketplace 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
- Submit irrelevant documents or frequently cases of missing documents as part of compliance to Qualifying, Technical or Commercial Requirements causing unnecessary delay in Tender Evaluation

### 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 Tata Power. This includes all bidding information submitted to Tata Power. All tender documents remain the property of Tata Power and all suppliers are required to return these documents to Tata Power upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

## 2. Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for the complete tender BOQ / each line item as calculated in Schedule of Items. Tata Power, however, reserves right to split the order line item wise and/or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item.
- Bidder must mandatorily quote against each item of Schedule of Items. Failing to do so, Tata Power may reject the bids.

**NOTE:** In case of a new bidder not registered with Tata Power, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, Tata Power 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 Tata Power shall be final and binding on the bidder in this regard.

### 2.1 Price Variation Clause and Cap:

The prices shall remain firm during the entire contract period and no price variation is applicable.

## 3. Submission of Bid Documents

### 3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document. Bids shall be submitted in 3 (three) parts:

**FIRST PART: "EMD – BANK GUARANTEE"** of Value detailed in 1.1 valid for 180 days from the due date of bid submission in the form of Bank Guarantee favoring 'The Tata Power Company Limited'. The EMD must be strictly in the format as mentioned in Tender Document, failing which it shall not be accepted by Tata Power and the bid as submitted shall be liable for rejection.

**Note: BG of 180 days validity and further claim period of 180 days is needed. In case the same cannot be issued by your bank then BG valid for 365 days can be provided.**

Note: At times bidders have sought Tata Power bank details which is needed by them to make BG. Hence the same is reproduced below. These details are only provided to facilitate making of BG if needed

Tata Power's Bank Details for submitting EMD BG:  
Bank Name & Address – ICICI Bank, 163 HT Marg,  
Backbay Reclamation, Churchgate, Mumbai 400 020.

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A/c no. - 000451000293  
IFSC Code – ICIC0000393

The hard copy of EMD in a sealed envelope should be sent on address mentioned in Tender document.

**First Part must be submitted in Sealed Envelope.**

**SECOND PART: “TECHNICAL / UN-PRICED COMMERCIAL BID”** shall contain the following documents:

- a) Documentary evidence in support of Technical, Commercial qualifying criteria
- b) Technical literature/GTP/Type test report/Details of Qualified Manpower Available/ Testing Facility available etc. *(complete in all respect as desired and detailed in Technical Specification and Technical Requirement Section)*
- c) Duly filled Technical and Commercial Deviation Sheets
- d) Duly filled formats like Authorization affidavit form
- e) *Unpriced Commercial Bid*

**The technical / un-priced commercial bid shall be properly indexed and is to be submitted in Soft Copy through E-Tender system of Tata Power. Hard Copy of Technical Bids need not be submitted.**

**Second Part must be submitted through E-Tender System Only.**

**THIRD PART: “PRICE BID”** shall contain only the price details and strictly in Price Bid format along with explicit break up of basic prices and applicable GST. Basic price should include packaging forwarding, freight, transit insurance and any other cost envisaged by the bidder.

**Third part must be submitted through E-Tender System Only.**

**FOR BIDS INVITED THROUGH E-TENDER SYSTEM (TECHNICAL AND UN-PRICED COMMERCIAL BID):**

In response to advertisement Bidder has to provide details of person authorized to Bid on behalf of the Bidder. An e-mail will be generated by E-Tender System and the authorized person can download the Tender Documents from the system.

**Bidders have to mandatorily submit SECOND and THIRD PART (Technical and Price Bid) only through E-Tender system of Tata Power. Bids submitted through any other form (hard copy) / route shall not be admissible.**

**FOR BIDS INVITED IN SEALED ENVELOPE PROCESS (FIRST PART):**

First Part of the bid shall be sealed in envelope which shall be clearly marked as below:

**EMD BID –  
“Please mention Tender Reference No”**

Please mention our Tender Reference No on the Tender and drop the same in our Tender Box located at The Tata Power Company Limited (Tata Power), Corporate Contracts, Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station, Near Hotel Leela, Sahar Airport Road, Andheri (E), Mumbai 400 059.

The bid shall be addressed to:

Head - Procurement  
The Tata Power Company Limited (Tata Power),

<b>The Tata Power Company Ltd</b>	 <b>TATA</b> <b>TATA POWER</b>	<i>OPEN TENDER NOTIFICATION</i>
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Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station,  
Near Hotel Leela, Sahar Airport Road, Andheri (E), Mumbai 400 059.

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 Tata Power, 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.

Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to Tata Power to collect the proposals from Courier/Airlines/Cargo Agents etc. shall be entertained.

**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**

**Communication Details: Detailed in 1.1**

**3.3 Bid Prices**

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

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### 3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only. It also may be noted that the denomination of Purchase Order / Outline Agreement / Rate Contract and associated Payment to Successful Bidder shall also be in Indian Rupees Only. In case Bidder intends to import any equipment, part etc and supply to Tata Power then all liability and costs related to import will rest with the Bidder. All statutory compliances, payments, expenditure etc. related to importing of equipment will be responsibility of the bidder.

### 3.5 Period of Validity of Bids

Bids shall remain valid for **180 days** from the due date of submission of the bid. Price submitted as part of E-auction / Negotiation shall remain valid for **90 days** from date of E-auction / Negotiation. Notwithstanding clause above, Tata Power 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 Tata Power against the risk of bidder's conduct which would warrant forfeiture.

The EMD shall be in following form:

- Bank Guarantee valid for 180 days after due date of submission with an additional claim period of 180 days from the date of expiry of BG.

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

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

**Or**

- b) In case of a successful bidder, if the Bidder, within 15 days, does not
- i) accept the purchase order, or
  - ii) furnish the required Contract Performance Bank Guarantee (CPBG)

**Original Bank Guarantee submitted as EMD shall be returned only after completion of award process for unsuccessful bidders and issue of Contract Performance Bank Guarantee (CPBG) for successful bidder.**

## 4. Bid Opening & Evaluation process

#### 4.1 Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence Tata Powers 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 Corporate Office of Tata Power as per our standard Process. The bids shall be opened internally by Tata Power. Technical bid must not contain any cost information whatsoever.

First the envelope marked "EMD" will be opened. Bids without EMD 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 in E-Tender system.

#### 4.3 Preliminary Examination of Bids/Responsiveness

Tata Power 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. Tata Power may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

Prior to the detailed evaluation, Tata Power 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 Tata Power and/or the Tata Power 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, Tata Power may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the Tata Power 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 Tata Power.

#### 4.5 Price Bid Opening

Price Bid of only Technically and / or Safety Qualified Bidders shall be considered and open internally by TPC. Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Price Bids are opened.

The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of Tata Power without any further correspondence in this regard.

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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.

#### **4.6 Reverse Auction and Price Matching Option**

Tata Power reserves the right to conduct the reverse auction AND / OR Manual Negotiations for the products/ services being asked for in the tender. Only Technical Qualified Bids will be allowed to participate in e-auction. Date and time of e-auction will be intimated through E-Tender system to Authorized Person of Interested Bidder.

For case where more than one bidder has to be awarded (including Rate Contract / Outline Agreement) Price Matching Option will be exercised. Volume of job allocated to original competitive bidder will be more than bidder who is chosen through Price Matching Option. Tata Power decision regarding work sharing shall be final and no explanation OR clarification shall be given regarding the same.

Tata Power reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on ARIBA portal, Tata Power's official e-tendering platform. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case Tata Power decides to go for RA.

Only those bidders who are techno-commercially qualified shall be eligible to participate further in RA process. However, the original H1 bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.

#### **5.0 Award Decision**

Tata Power 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 Priced Bid Format subject to any corrections required in line with Clause 4.3 above. The decision to place purchase order/Outline Agreement/ Rate Contract solely depends on Tata Power on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Tata Power may deem relevant.

Tata Power 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 Tata Power reserves the right to award other suppliers who are found fit.

#### **5.1 Rate Contract / Outline Agreement**

Rate Contract / Outline Agreement does not guarantee any assured business volume in Rupees or Quantity. Quantities are only indicative and specified for the purpose of readiness as per the request from Purchaser. Supplies shall be only against Firm Purchase Orders placed as per the agreed terms and conditions of Rate Contract / Outline Agreement. Purchaser shall be entitled at its discretion to

place firm order for such supplies on "As and When Required Basis" without minimum take-off guarantee.

Rate Contract / Outline Agreement will have list of Items with Unit Rate and applicable Taxes and Duties. There will be a cap on value for which order which can be placed against the Rate Contract / Outline Agreement. Actual quantity ordered for each line item may differ significantly from the tentative quantity indicated in the Tender Document. One / few / all items of Rate Contract / Outline Agreement can be ordered till the Cap Value is reached.

### **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. Outline Agreement/Purchase Order (with Commercial conditions)
2. Special Terms and conditions (if applicable)
3. General Terms and conditions
4. Technical Specifications

In case there is a discrepancy in the BOQ mentioned in tender (to the extent modified through subsequent Corrigendum, if any) and the bid submitted by any bidder, the description as mentioned in the tender (to the extent modified through subsequent Corrigendum, if any) shall prevail.

### **7.0 Ethics**

Tata Power is an ethical organization and as a policy Tata Power 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.

Tata Power work practices are governed by the Tata Code of Conduct. Bidder is requested to refer Tata Code of Conduct Clause in General Terms and Conditions.

### **8.0 General Condition of Contract and Special Condition of Contracts**

Any condition not mentioned above shall be applicable as per General Terms and Conditions and Special Condition of Contracts attached along with this tender.

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**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

## **Section B: Format of Technical & Commercial Pre bid Queries**

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**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

## **Section C.1: Pre-Qualification requirement**

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C.1 Pre-Qualification Criteria				To be filled up by Vendor	
Sr No	Parameter	Tata Power Requirement	Documents to be submitted by vendor to ascertain meeting of Pre-Qualification Requirement	Vendor Submission against Tata Power PQR Requirement	Documents submitted by Vendor to ascertain meeting of Pre-Qualification Requirement
1	2	3	4	5	6
(A)	<b>Bidder's Technical Capability to handle jobs detailed in the Tender</b>	The bidder shall have minimum 3 years of experience of working with utilities & power companies in Tier 1 cities (Category "X") (viz. Delhi, Mumbai, Kolkata, Chennai, Bangalore, Hyderabad, Ahmedabad & Pune) for jobs like trenching and excavation for Preventive Maintenance & Breakdown Maintenance of 110 / 220 kV cables, safeguarding of power cables, excavation and cable laying of EHV cables on public roads.	Bidder to submit list of jobs and major order executed including Order copies.		
(B)	<b>Infrastructure, Tools &amp; Tackles</b>	Bidder to furnish list of all the tools and equipments required for excavation and cable laying to be submitted by the contractor. This shall be approved by Tata Power based on following, 1) Suitability as per the relevant job 2) Make and age of the tools from authorized agencies defined by the user. 3) Certification by the competent authority of respective state.	1. Along with bid submission, bidder shall submit details of such Infrastructure & Tools availability. In case the bidder does not have the adequate infrastructure then he has to submit undertaking in case if he is awarded the contract he shall procure the necessary infrastructure within 15 days. 2. Bidder shall also submit organization chart & man power details.		
(C)	<b>Safety</b>	The said package being high risk service job will undergo detailed safety evaluation. Bidder will have to qualify in various aspects like requirement of safety, officer, Tata Power Skilled Development Institute (TPSDI) trained workmen, Certifications etc. 100% workmen shall be L1 & L2 and supervisor should be L3 trained & certified by Tata Power Skill Development Institute (TPSDI).	Safety evaluation requirement will be shared along with detailed RFQ documents. List of TPSDI trained workmen OR undertaking for completion of training.		
(D)	<b>Capability to Handle Job financially if awarded</b>	Average Annual Turnover of the bidder for last 03 years shall not be less than INR 200 Lakhs.	Profit & Loss statement, Balance Sheet for the three preceding financial years duly audited and approved by authorized audit firm / CA.		

**The Tata Power Company Ltd**



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**Section C.2: Safety Bid document**

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The Tata Power Company Ltd	  	Contractor's Safety Code of Conduct
Document no TPSMS/GSP/CSM/015/REV 07		Date of Issue: 01/08/2023

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

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

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

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

Type of manpower	Qualification	Experience	Month 1	Month 2	Month 3	.....
<u>Project /AMC Manager(R7)</u>						
Site In Charge						
Safety Manager						
Safety Officer						
Supervisors						
Technicians						
High Skilled workmen						
Skilled workmen						
Semiskilled workmen						
Lineman						
Helpers						
Drivers						
Unskilled						
<u>Others(R7)</u>						

**Instruction to Bidders:**

- i. Indicate the overall site manpower deployment schedule as above
- ii. Indicate direct or subcontracted employees by using color code given below:
  - Direct Bidder Employee – Green**
  - Partly Direct / partly Subcontracted – Yellow**
  - 4.3.5 **Subcontracted – Red** *If subcontractor detail is not available at stage of Bid evaluation, then this can be agreed with Order manager or Engineer in charge before deployment Ensure that all sub-contractors follow the Tata Power Safety Procedure and agreed CSM F9 Site Safety Management Plan.R7*

iii. Against each category, indicate minimum educational qualification and work experience

<b>The Tata Power Company Ltd</b>	     	<i>Contractor's Safety Code of Conduct</i>
<i>Document no TPSMS/GSP/CSM/015/REV 07</i>		<i>Date of Issue: 01/08/2023</i>

- iv. Add rows to include other specialized manpower, if any.
- v. Extend columns to cover the entire duration of the proposed contract.
- vi. If the operation is in shifts, then indicate shift in charge and / or safety officers required for each shift operation.

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

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

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

**3. Safety Records:**

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

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

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

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

Bidder to provide / enclose a detailed Site/Job Safety Plan along with a Method statement detailing the execution philosophy (how the bidder intends to execute the Job/Project), identifying all key activities which are required to be performed by the contractor at Site.



The Tata Power Company Ltd	     	Contractor's Safety Code of Conduct
Document no TPSMS/GSP/CSM/015/REV 07		Date of Issue: 01/08/2023

Bidder to also list down all high-risk activities and provide the Hazard Identification and Risk Assessment (HIRA) for all such high-risk activities involved in the site work.

(Use Method Statement template attached as Appendix 9)

**5. PPE Requirement -R7**

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

**6. Vehicle Deployment:** Bidders to provide details of all vehicles deployed during execution of work-(R7)

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

<b>The Tata Power Company Ltd</b>	  	<i>Contractor's Safety Code of Conduct</i>
<i>Document no TPSMS/GSP/CSM/015/REV 07</i>	  	<i>Date of Issue: 01/08/2023</i>

**7. Crane Deployment**-(R7): Bidders to provide details of crane to be deployed during the execution of work as and when required. Bidders to provide approved new gen crane ACE Model SX150, ACE FX150 and Escorts Model TRX 1550.

SI No	Crane No	Location	Year

**8. Training Records**-(R7): Bidders to provide training records of employees deployed for the execution of work during last one year. These training includes OHS (Occupational Health and Safety) Training, Training on SOP/Work Procedures and Medical Emergency trainings imparted at their own facility, cost, and expenses. Bidders to provide the following details:

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

**9. Rewards and Recognition**-(R7): Bidders to provide the details of process deployed in their organization for sharing and resolution of safety concerns raised by their employees. Also, bidders to provide the details of Rewards and Recognition process in their organization for safety to encourage the morale of their workforce.

**10. Management System Certification: -**

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

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

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

## **Section D.1: General Terms Condition-Service**

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The Tata Power Company Limited is hereunder referred to as the "Owner" or "Company". The person, firm or company offering the services, the subject of this order is referred to as "Contractor". The subject of this order is hereinafter referred to as the "Work".

"Sub-Contractor" means any person named in the Contract as a Sub-contractor, sub-vendor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been subcontracted and the legal successors in title to such Person, but not any assignee of such Person.

The Contract shall mean the contract as derived from the following:

1. Work Order (with 'Commercial Notes' and Annexures to the Work Order referred thereon)
2. Scope of Work.
3. General Terms & Conditions - Service

The documents including all reference document (s) and Annexures forming the Contract are to be read together as a whole and are to be taken as mutually explanatory, provided however, in the event of any inconsistency or discrepancy between the aforementioned documents, the order of precedence in interpretation of the documents shall be as set out above. For the avoidance of doubt, it is clarified that the terms set forth in the Work Order (with 'Commercial Notes' and Annexures to the Work Order referred thereon) shall take precedence over the terms set out in the Scope of Work, which shall in turn take precedence of the terms set out in the General Terms & Conditions – Service.

#### **1. Contractor's obligation:**

- 1.1 Contractor warrants that it is a competent, qualified and experienced contractor, equipped, organised and financed to perform and complete the services in the operating area in an efficient and professional manner and capable of meeting all the requirements of the Contract.
- 1.2 The Contractor has the overall responsibility of executing the contract, conducting Planning, Job Scheduling, Maintenance Planning, Maintenance Job Scheduling, executing the Work and maintenance jobs as per the Scope of work & schedule.
- 1.3 Except to the extent that it may be legally or physically impossible or create a hazard to safety, the Contractor shall comply with the Owner's representative(s) instructions and directions on all matters relating to the Work.
- 1.4 Contractor shall at all times have full responsibility for control of the Equipment and for the direction and supervision of operations being carried out under the Contract.
- 1.5 In the performance of the Work, Contractor shall be and act as an independent Contractor fully responsible and accountable for the proper execution of its responsibilities, obligations and

liabilities under this Contract and for its own acts and the acts of its Sub-Contractors and the Personnel. Owner's supervision, examination or inspection of the (performance of the) Work or omission to carry out the same shall not be construed in any manner whatsoever as relieving Contractor from its responsibilities, obligations or liabilities under this Contract.

- 1.6 Contractor shall submit list of tools & tackles with details of make, year of manufacturing, valid certification to the Project Manager/ User for their approval.

Project Manager may during the execution of project inspect & verify that the tools & tackles are as per the qualification requirements approved by him and will have right to seek replacements in case of any discrepancies. The Contractor shall always comply with such directives.

- 1.7 Contractor shall engage Tata Power Skill Development Institute (TPSDI) certified labour force at the site for execution of the job. Requirement & fees for TPSDI certification shall be as per Company Policy.
- 1.8 Contractor shall take full responsibility for the protection and security of Owner's materials and equipment while such materials and equipment are temporarily stored in Contractor's facility or otherwise in Contractor's custody.
- 1.9 All notices, instructions, information, and other communications given by the Contractor to Owner under the Contract shall be given to the Order Manager/ Owner's representative, except as otherwise provided for in this Contract.
- 1.10 The Contractor shall make its own arrangements for movement of personnel and equipment, within and outside the sites / units / offices at the various locations covered by the Contract.
- 1.11 The Contractor shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government and other statutory authorities and/or public service undertakings that are necessary for the performance of the Contract.
- 1.12 Neither the Contractor nor its personnel shall during the term of this Contract, engage in any business or professional activities in India/abroad which would conflict with the activities assigned to them under this Contract.

#### **2. Service Warranties:**

Contractor warrants that all services performed for or on behalf of Owner will be performed in a competent,

workmanlike manner and shall be free from faults and defects. Said warranties shall be in addition to any warranties of additional scope given by Contractor to Owner. None of said warranties and no other implied or express warranties shall be deemed is claimed or excluded unless evidenced by a change notice or revision issued and signed by Owner's authorized representative.

### **3. Compliance of Local Laws:**

Contractor shall be responsible and shall comply with the provision of all the Statutory Acts Applicable. Special attention of the Contractor is drawn towards the compliance of provision of the following statues: (along with the latest amendments/additions, as applicable):

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

Site Specific requirements shall be as Annexure at I. The compliance to these Site Specific requirements shall not absolve the Contractor of its obligation to comply with the Owner's Contractor Safety Management Policy.

### **4. Owner's Obligation:**

- 4.1 The order manager (As specified in the 'Commercial Notes') shall have the authority to represent Owner on all day-to-day matters relating to the Contract or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the order manager, except as otherwise provided for in this Contract. The order manager may appoint the Engineer-In-Charges for different areas for monitoring the work progress, inspections and signing of bills.

- 4.2 Owner shall ensure the availability of site access, all information and/or data to be arranged/ supplied by Owner to the Contractor for execution of the Work . The terms on which the Contractor shall be allowed access to the site shall be specified by the Owner prior to commencement of the execution of the Work and thereafter shall be governed in accordance with such policies as the Owner may provide in writing to the Contractor from time to time.

### **5. Contractor's/ Sub-contractor's employees:**

- 5.1 The Contractor shall engage appropriately qualified persons to provide the services with the prior approval of Owner. Owner may withhold such approval for any reason whatsoever.

- 5.2 The Contractor hereby represents and warrants that:

- i) the personnel are duly qualified, and are, and will remain, sufficiently qualified, careful, skilful, diligent and efficient to provide the services to Owner; and
- ii) the Services will be rendered carefully, skilfully, diligently and efficiently, and to the professional standard reasonably expected by Owner of a contractor qualified and experienced in providing services substantially the same as the Services.

- 5.3 The Contractor must ensure that the Contractor's personnel conduct themselves in a proper manner and comply with the procedures and all policies, regulations and directives of Owner including any occupational, health and safety policies and the relevant prevailing laws and regulations in the Country of operations and specifically in the area where Work is being executed.

- 5.4 Owner may inform the Contractor to immediately remove Contractor's personnel from the relevant premises in the event of misconduct or incompetence on the part of the Personnel. The Contractor shall at all times remain liable for all acts and/or omissions of its Personnel.

- 5.5 It is made clear that no relationship of Owner and employee is created between Owner and the Contractor's resident engineers, employees and no claim for employment of any such personnel shall be tenable or entertained.

### **6. Title of Property:**

- 6.1 Unless otherwise provided in this order or agreed to in writing, property of every description including but not limited to all tooling, tools, equipment and material furnished or made available to Contractor, title to which is

in Owner, and any replacement thereof shall be and remain the property of Owner. Such property other than material shall not be modified without the written consent of Owner. Such property shall be plainly marked or otherwise adequately identified by Contractor as being owned by Owner and shall be safely stored separately and apart from Contractor's property.

6.2 Contractor shall not use such property except for performance of work hereunder or as authorized in writing by Owner. Such property while in Contractor's possession or control shall be listed in writing and kept in good condition, shall be held at Contractor's risk, and shall be kept insured by Contractor, at its expense, in an amount equal to the replacement cost with loss payable to Owner. To the extent such property is not material consumed in the performance of this order, it shall be subject to inspection and removal by Owner and Owner shall have the right of entry for such purposes without any additional liability whatsoever to Contractor. As and when directed by Owner, Contractor shall disclose the location of such property, prepare it for shipment and ship it to Owner in as good condition as originally received by Contractor, reasonable wear and tear excepted.

**7. Work Completion schedule:**

Contractor shall plan and execute the Work in accordance with a detailed schedule mutually agreed upon by the Parties (Owner and Contractor).

**8. Contract Price and Payment:**

8.1 The Contract Price shall be a firm & fixed Contract Value for the Work inclusive of all the taxes, levies & duties and shall remain firm till the validity of this contract.

8.2 Unless Specifically stated elsewhere in the contract, the Contractor is solely liable for payment of , and warrants that it will pay, or ensure the payment of all taxes imposed, assessment made in relation to the Work.

8.3 An amount as stated in the table below shall be retained towards Contractor's safety performance against every RA bill:

Contract Value	Retention Amount (%)
Upto Rs. 10 lakhs	2.5
Above Rs. 10 lakhs and below Rs. 50 lakhs	2
Above 50 lakhs and upto Rs. 10 Crores	1.5
Above Rs. 10 Crores	1

Rev. date: 25 Jul 2017

The above mentioned safety retention shall be over and above any other retentions/ deferred payments as may have been specifically agreed in the Contract.

8.4 For Contract Price Rs. 1 crores or above and Contract Completion Schedule 12 months or more, the above safety retention will be released half yearly against the Safety Performance Score (methodology for evaluation enumerated in the Safety Terms & Conditions attached as Appendix to this General Terms & Condition) which will be evaluated by the Order Manager every month. For all other contracts, the above said safety retention shall be released along with the final settlement only at the end of the contract period.

8.5 The Owner shall have the right to stop any work which in its opinion is not meeting the safety standards/ guidelines of the Owner and good engineering practice. The Contractor shall not be eligible for and shall not be granted any extension in Completion Schedule due to such stoppage of work by the Owner.

8.6 The above retention towards safety shall not absolve the Contractor of its liabilities including statutory liabilities towards safety violations, injury or death (whether by accident or otherwise). An amount between Rs. 5 to 50 lakhs as deemed appropriate by Owner's appointed Committee for incident investigation and/ or as determined by statutory authorities (whichever higher), will be payable by the Contractor in case of such severe incidents of injury leading to loss of property or partial/ permanent disablement (e.g. loss of limb/s, vision etc.) or death.

8.7 Notwithstanding anything else stated in the Contract, the Contractor shall be liable for termination without any notice and without recourse to Owner in case of three (3) or more severe safety violations. There shall be no termination fees/ compensation payable to Contractor for such termination.

8.8 In case the Contractor achieves 100% on the Safety Performance Score, the Contractor shall be awarded a discretionary bonus of 1% of invoiced value subject to a maximum of Rs. 50 lakhs towards Safety Performance.

8.9 Payment shall be released within 60 days of submission of error free invoice with supporting documents duly certified by the Order Manager/ Engineer-in-Charge after deducting taxes at source as prescribed under the applicable law, income – tax or other deductions under the state value added tax laws . If such payment release

day falls on a holiday of Owner, payment will be released on the next working day. Against deduction of statutory taxes, tax deduction certificates where ever applicable shall be issued as per the applicable provisions of the statute. The Order Manager may recover any amount wrongly paid in excess in any previous bills certified by him.

8.10 *Mode of Payment:* All payments shall be made direct to the Contractor or his authorized representative in the shape of RTGS or Electronics Transfer method, on certification of the Order Manager/Engineer-in-Charge and on compliance of contractual terms & conditions.

#### 9. **Taxes and Duties:**

9.1 The Contract Price shall be inclusive of all taxes, duties, including but not limited to Customs duty, GST or any local taxes, levies imposed by State/Central/Local governments.

9.2 Taxes as mentioned in the Contract Price or Price Schedule shall be paid to the contractor subject to the Contractor complying with all the statutory requirements and furnishing the relevant documents including error free invoices containing detailed break up of the taxes.

9.3 The tax invoices should contain the details to comply with the GST Law. The supplier shall:

- i) Furnish (electronically) and communicate to the Owner, the details of Goods or Services supplied by the 10th of the month succeeding the said tax period,
- ii) Upon discovery of any discrepancy, rectify it and shall pay the tax and interest thereof,
- iii) Furnish the returns (electronically), for the inward and outward supplies of Goods and/or Services, before the specified dates as per the GST Law,
- iv) Communicate the tax paid, credits etc. as and when credited.
- v) The Invoice should clearly state the description of the goods, quantity, sale price, tax %, and tax amount;
- vi) The Invoice should be signed by an Authorized Signatory.

Bills/Invoices in the name of The Tata Power Company Ltd. with packing lists in triplicate shall be forwarded along with the equipment.

Contractor to furnish GST Registration no. in all invoices as well as Purchaser's (Tata Power's) GST no.

9.4 However the payment of tax shall be restricted to the total amount as indicated in the price schedule.

9.5 Any statutory variation in duties, levies or taxes if applicable and specified in this Contract till the scheduled date for completion of Work and limited to direct invoices of the Contractor shall be to the account of Owner. The Contractor shall have the obligation to provide the necessary documentary evidence / supporting by way of gazetted notifications etc. to prove the change in such levies or taxes between the due date of submission of the Bid and the scheduled date of completion of work to claim the difference.

9.6 The Contractor shall pass on to the Owner all the benefits of either reduction in tax rates, exemptions, concessions, rebate, set off, credits etc. or introduction of new tax rates exemptions, concessions, rebate, set off, credits etc. pertaining to all taxes, duties, imposts, fees and levies in respect of the supplies of Goods or performance of obligations under the contract. This would specifically include reduction of tax rates as a result of statutory changes or judicial rulings.

9.7 Any other taxes, levies and duties not mentioned in Contract Price or Price Schedule but applicable as per any statute (s) or introduction (omission) of new taxes, levies and duties shall be deemed to be included in the Contract Price and shall be to the account of the Contractor.

9.8 For facilitating availment of a credit, set-off, rebate, drawback or like benefit available to the Owner, the Contractor will facilitate the Owner by providing the necessary documentary and/or procedural support. In any process of assessment or re-assessment, of taxes payable by the Owner,

9.9 The Contractor shall bear and pay all the costs, liabilities, levies, interest, penalties in respect of non-compliances of any legal requirements as per various statutory provisions. The contractor shall keep the owner indemnified at all times from any tax liability, interest, penalties or assessments that may be imposed by the statutory authorities for non-compliances or non-observation of any statutory requirements by the Contractor.

9.10 All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the Contractor.

9.11 Deduction at source: Recovery at source towards income tax calculated at the rate prescribed from time to time under the Income Tax Act 1961 and other relevant sections of Income Tax Act shall be made from the bills of the Contractor and the amount so recovered shall be

deposited with the Income Tax Department. Necessary TDS certificate to this effect will be issued to the Contractor in the prescribed proforma.

- 9.12 If any other taxes / duties / cess etc are to be recovered at source as per government regulations / Legislation from time to time, the same shall be recovered from the bills payable to the Contractor. Necessary receipt to this effect will be issued to the Contractor in this regard as per the applicable legislation.

#### **10. Contract Performance Guarantees (If applicable)**

The Contractor shall within 15 days of issuance of this Order/Contract furnish an unconditional irrevocable bank guarantee duly stamped, strictly as per the prescribed format of Owner from any nationalized bank or any scheduled bank having a branch in Mumbai and approved by the Owner for a sum equivalent to 10% of the Total Contract Price valid for the Contract Period and with a claim period of not less than 6 months from the completion of Contract Period. The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to Owner.

In case the Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner shall have the option to cancel the Contract besides other contractual remedies.

#### **11. Price Reduction:**

- 11.1 In case the Contractor fails to deliver the service/ Complete the work as per the agreed Completion Schedule including intermediate milestones (if applicable), the Owner shall recover from Contractor, as ascertained and agreed Liquidated Damages, and not by way of penalty, a sum equivalent to 1% of the Contract Value per week of delay. The Liquidated Damages referred above may be recovered by the Owner as set off against any amounts payable by the Owner to the Contractor or in any other manner in accordance with applicable laws.
- 11.2 The overall cap on liquidated damages shall be limited to 10% of the Contract Price.

#### **12. Insurance**

- 12.1 The Contractor agrees to indemnify and protect Owner against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order/ Contract.
- 12.2 The Contractor further agrees to furnish evidence of insurance showing that Contractor has and will maintain adequate insurance coverage during the life of this Contract/ order in the opinion of Owner, including but not

limited to comprehensive general liability insurance. Such evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Compliance by Contractor with insurance requirements does not in any way affect Contractor's indemnification of Owner under Indemnification clause

#### **13. Indemnification:**

The Contractor shall indemnify, save harmless and defend the Owner and keep the Owner indemnified from and against any and all claims, costs, liabilities (financial), litigations, compensations, judgments, expenses or damages (including attorney's fees and other related expenses) arising out of any breach or alleged breach of any of the conditions of this Contract including compliance to statutory laws of provisioned under clause 3, performance of the obligations hereunder, or any representation or misrepresentation made by the Contractor or by any third party in respect of death or bodily injury or in respect to loss or damage to any property with regard to the subject of this Contract.

#### **14. Indemnity against IPR:**

The equipment, system, drawings, and other materials that shall be supplied against the Contract will become the Owner's property. Without limitation of any liability of whatsoever nature, the Owner shall be indemnified and kept indemnified against any claim for infringement or breach of any of the statues, rules & regulations by the use of or sale of any article or material supplied by the Contractor. The indemnity shall include any infringement of patent, trade mark, design, copyright or other property rights whether in Country of Origin, or elsewhere resulting from the Contractor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by the Contractor to the Owner under the Contract. The Indemnity shall cover any claim/action taken by a third party either directly against the Owner or any claim/action made against the Contractor & where under the Purchaser is made liable. The Indemnity shall be for losses, damages, and costs including litigation costs, attorney fees etc incurred by the Owner in relation to the Contract.

#### **15. Free Issue Material:**

Wherever contracts envisage supply of Free Issue Material (FIM) by the Owner to the contractor for fabrication/ use in service performance, such Free Issue Material shall be safeguarded by an insurance policy to be provided by the Contractor at his own cost for the full value of such materials and the insurance policy shall cover the following risks specifically and shall be valid for six months beyond the Contract Validity date :

RISKS TO BE COVERED: Any loss or damage to the Owner's materials due to fire, theft, riot, burglary,



strike, civil commotion, terrorist act, natural calamities etc. and any loss or damage arising out of any other causes such as other materials falling on Owner's materials.

The amount for which insurance policy is to be furnished shall be indicated in the respective Contract.

Free Issue material (FIM) will be issued to the Contractor only after receipt of the Insurance Policy from the Contractor. The contractor shall arrange collection of the FIM from the Owner's premises and safe transportation of the same to his premises at his risk and cost. Notwithstanding the insurance cover taken out by the Contractor as above, the Contractor shall indemnify the Owner and keep the Owner indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Owner. The contractor shall not utilize the Owner's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Owner and in which case, the Contractor shall be liable to the Owner to pay compensation to the full extent of damage/loss. The Contractor, shall be responsible for the safety of the free issue materials after these are received by them and all through the period during which the materials remain in their possession/control/custody. The Free issue materials on receipt at the Contractor's works shall be inspected by them for ensuring safe and correct receipt of the material. The contractor shall report the discrepancies, if any, to the Owner within 5 days from the date of receipt of the material. The contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIMs from whatever cause arising while the said materials remain in their possession/custody or control. The free issue materials shall be inspected periodically at regular intervals by the Contractor for ensuring safe preservation and storage, the Contractor, shall also not mix up the materials in question with any other goods and shall render true and proper account of the materials actually used and return balance remaining unused material on hand and scrap along with the final product and if it is not possible within a period of one month from the date of delivery of the final product/ completion of Service covered by this Contract. The Contractor shall also indemnify the Owner to compensate the difference in cost between the actual cost of the free issue material lost/damaged and the claim settled to the Owner by the insurance company.

#### **16. Relation between parties:**

The Contract shall be entered into on a principal-to-principal basis only. The Contract shall not be construed as a partnership or an association of persons. There is no agent and principal relationship between the parties. Each party shall be responsible for its own conduct. The Contractor shall ensure at all times that all the work carried out under this contract

either by its own person or through any of its sub-Vendors shall be always done under its own direct supervision.

#### **17. Safety:**

Contractor shall comply with all legal and statutory provisions including all rules and regulations pertaining to Safety, Health and the Environment and will be responsible for all legal liabilities arising due to any of their acts or of their personnel.

The Contractor shall comply with the Owner's Contractor Safety Policy and Safety Terms and Conditions. Any misconduct and/ or violation with respect to the Owner's Contractor Safety Policy and Safety Terms and Conditions or any other legal and statutory provisions pertaining to Safety, Health and Environment shall be dealt with as per the Safety Terms and Conditions.

Prior to commencement of any work at site Contractor shall submit an undertaking in writing to adhere to and comply with all the provisions of Owner's Contractor Safety Code of Conduct.

The Contractor shall have a valid ISO 14001/ OHSAS certification. In absence of the same, the Contractor shall obtain the same within 6 months from the date of the Effective Date of Contract.

#### **18. Suspension of Work**

Owner may instruct Contractor at any time to suspend performance of the Work or any part thereof with a notice of 7 days for whatever reason. Provided Contractor is not in default under this Contract subject to Articles 1 and 5 inclusive, the Contractor shall be paid a mutually agreed fee, if any, necessarily incurred by Contractor as a direct consequence thereof of suspension and the Project Completion Schedule may be revised accordingly.

Without prejudice to any other rights Owner may have under this Contract or at law if Contractor is in default under this Contract, Owner may instruct Contractor to suspend performance of the Work or any part thereof by giving 7 days notice till such default has been corrected to the satisfaction of Owner. Also Liquidated Damages in accordance with Clause 11 shall continue to be applicable during such period until the default is cured. The costs incurred by the Contractor for such correction shall be to the Contractor's account, and furthermore no payment shall become due to the Contractor. Any cost incurred due to non - performance of the Contractor by the Owner shall be charged to the Contractor.

#### **19. Change Management:**

Owner shall have the right at any time to order any change in the Work in accordance with the following procedure. Contractor shall furnish to Owner upon request as soon as reasonably possible but no later

than five (5) days following the request, a written statement specifying:

- (a) the increase or decrease, as the case may be, in the costs of the Work which will result from a change in the Work as requested by Owner,
- (b) any effect such change in the Work may have on any other provision of this Contract originating from either parties, and
- (c) such other details as Owner may require.

Any change in costs shall be reasonably related to the proportional change in the Work and any other costs incurred by Contractor. If Owner agrees to Contractor's statement Owner shall notify Contractor thereof in writing in the form of a change order, whereupon the change in the Work shall be incorporated in the Work and immediately implemented. In the event that the change relates to a reduction in Work, the work in question shall not be undertaken pending the issue of an appropriate Change Order.

## 20. Governing Laws

This Contract shall be construed in accordance with and governed by the Laws of India without giving effect to any principle of conflict of law.

## 21. Jurisdiction

This Contract and the transaction contemplated herein shall be subject to the exclusive jurisdiction of the competent Courts in Mumbai only.

## 22. Dispute settlement:

Dispute or differences arising out or relating to this Order shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed jointly by both the parties. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be Mumbai. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 as amended from time to time and the rules framed there under.

## 23. Force majeure:

23.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this Contract the relative obligation of the party affected by such force majeure shall, after notice under this articles be suspended for the period during which such cause lasts. The term 'Force Majeure' as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fire, floods, and acts and regulations of the Government of India or State Government or any of the statutory agencies. Both the party

shall pay to the other party, the amount payable upon the date of the occurrence of such force majeure.

23.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of the claims.

23.3 During the period, the obligations of the parties are suspended by force majeure; the contractor shall not be entitled to payment of any rate.

23.4 In the event of the force majeure conditions continuing or reasonably expected to continue for a period more than thirty (30) days, Owner shall have the option of terminating the contract by giving seven (7) days notice thereof to the contractor.

## 24. Sub letting and Assignment

The contractor shall not, without prior consent in writing of the Owner, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

## 25. Limitation of Liability:

Notwithstanding anything contained in the Contract, the Contractor's aggregate liability under this Contract shall be limited 100% of the Total Contract value. This shall exclude liability arising pursuant to clause 3- Compliance to Local Laws, clause 9.10, clause 14- Indemnity against IPR, clause 13- Indemnity, clause 26 – Confidentiality, liability arising due to loss of or damage to the Free Issue Material (FIM) issued by Owner to Contractor for completion of the Work and liability arising due to wilful misconduct, gross negligence, third party claims and corrupt acts attributable to the Contractor.

## 26. Confidentiality:

The Contractor shall use the Confidential Information of the Owner only in furtherance of this Contract and shall not transfer or otherwise disclose the Confidential Information to any third party. The Contractor shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto; and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use.

**27. Termination:**

27.1 The Contract shall be deemed to be terminated on completion of the Contract period.

27.2 Termination of default by Contractor:  
Owner may terminate the contract at any time if the Contractor fails to carry out any of his obligations under this Contract. Prior to termination, the Contractor shall be advised in writing of the causes of unsatisfactory performance to be improved upon 15 days of the receipt of notice. In case, if the Contractor fails to bring about the improvement to the satisfaction of the Owner, then the Contract shall be terminated.

27.3 Without prejudice to the rights and remedies available to Owner, Owner may terminate the Contract or part thereof with immediate effect with written notice to the Contractor if:

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

27.3.2 The Contractor makes a general assignment for the benefit of creditors.

27.3.3 A receiver is appointed for any substantial property owned by the Contractor.

27.3.4 The Contractor is in breach of any representation or warranty made to the Owner by the Contractor.

The Contractor shall not be entitled to any further payment under the Contract if the Contract is terminated. If the order is terminated under clause 27.2 and 27.3, the Contractor shall not be entitled to any further payment, except that, if Owner completes the Work and the costs of completion are less than the Contract Price, the Owner shall pay Contractor an amount properly allocable to services fully performed by Contractor prior to termination for which payment was not made to Contractor. In case, the cost of completion of Work exceeds the Contract Price, the additional cost incurred by Owner for such completion shall be paid by the Contractor.

27.4 Owner shall be entitled to terminate the Contract at its convenience, at any time by giving thirty (30) Days prior notice to the Contractor. Such notice of termination shall specify that termination is for Companies convenience and the date upon which such termination becomes effective. Upon receipt of such notice, the Contractor shall proceed as follows:

27.4.1 cease all further work, except for such work as may be necessary and instructed by the Owner/ Owner's representative for the purpose of preserving and protecting Work already in progress and protect

materials, facilities and equipment on the Work Site or in transit;

27.4.2 stop all further sub-contracting or purchasing activity, and terminate Sub-contracts;

27.4.3 handover all Documents, equipment, materials and spares relating to the portion of Work already executed by the Contractor or procured from other sources up to the date of termination for which the Contractor has received payment equivalent to the value thereof; and

27.4.4 handover those parts of the supplies manufactured/ work executed by the Contractor up to the date of termination.

Upon termination pursuant to clause 27.4, the Contractor shall be entitled to be paid (a) all sums properly due to the Contractor under the Contract up to the date of termination; and (b) any direct and substantiated charges already incurred or committed for cancellation of the procurement of third party goods or services which were to have been supplied by the Contractor in connection with this Contract provided that the Contractor shall use its best endeavours to minimise such charges

25.5 The Contractor shall not be released from any of his obligations or liabilities accrued under the Contract on termination. For the avoidance of doubt, the termination of the Contract in accordance with this clause shall neither relieve the Contractor of his accrued obligations for Warranty or his accrued liability to pay (liquidated) damages for Delay nor shall entitle him to reduce the value of Performance Security.

**28. Consequential Damages:**

Unless otherwise specified, neither Party shall be responsible for and nor shall be liable to the other Party for indirect/consequential losses and damages suffered by such Party including for loss of use, loss of profit whether such liability or claims are based upon any negligence on the part of the other Party or its employees in connection with the performance of the Contract.

**29. Environment / ISO 14001 Certification:**

The Contractor to confirm whether their organization is ISO 14001 certified. If not, the Contractor must certify that the handling, use and disposal of their product / by-products conform to practices consistent with sound environmental management and local statutes. The Contractor shall ensure that all the wastes are disposed in environmental friendly way with strict compliance to applicable laws including adherence to MoEF guidelines with respect to disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc which shall be disposed through MoEF approved

parties only. The Contractor shall also be responsible to collect and recycle all the e-waste generated at the end of the product life cycle at its own costs and risks as per the MoEF guidelines/orders.

### 30. Non-Exclusive Agreement

This Contract is non-exclusive and Owner reserves the right to engage other contractors to perform similar or identical work. Contractor shall accord such other contractors adequate opportunity to carry out their contracts and shall accomplish the Work in co-operation with those contractors and with Owner, in accordance with such instructions as may be issued by the Owner from time to time.

### 31. Severability

In the event that any of the provisions, or portions or applications thereof, of this Contract are held to be unenforceable or invalid by any court or arbitration panel of competent jurisdiction, Contractor and Owner shall negotiate an equitable adjustment to the provisions of the Contract with a view towards effecting the purpose of the Contract and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

### 32. Housekeeping & Removal of scrap:

The Contractor shall be responsible for keeping the areas of his work at site, neat and tidy throughout the period of his work. All excess material/ spares/ consumables taken by Contractor, as well as the scrapped items and wooden logs/ crates/ planks shall be returned, from time to time, to the Stores, and transported/ unloaded by Contractor's personnel at the place shown by Order Manager/Engineer-in charge.

The Contractor shall so arrange that all the scrap generated during the progress of his work, is separated into two categories, viz.

- i) Saleable scrap like steel, copper or other metals, etc., and,
- ii) Others, which have nil or negligible resale value, like insulation material, jute, debris, etc. (or as directed by the Order Manager/Engineer-in charge).

The saleable scrap shall be shifted to and unloaded at a central place as per directions of the Stores-in charge, while the other scraps shall be shifted to other locations as per directions from Order Manager/Engineer-in Charge, or as per terms of the order.

The Contractor shall arrange to remove the scrap on regular basis, or even on daily basis, depending upon the requirement, to keep the area around his workplace neat and tidy. In case, it is observed that the

Contractor is not carrying out regular cleaning of his areas of work, or, is not returning the excess materials/ scrap, etc., to the Stores, Owner reserves the right to arrange the same through other sources, and back-charge the Contractor the cost of doing so, along-with overheads, by deducting the amount from Contractor's bills.

Contractor's final bill will be cleared by Owner only after confirming that proper clearing of his areas of work has been completed by the Contractor, and same is certified by the Order Manager/ Engineer in-charge

### 33. 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 at our website: <http://www.tatapower.com/aboutus/code-of-conduct.aspx>. The Contractor is requested to bring any concerns regarding this to the notice of our Chief Ethics Officer on the e-mail ID: [cecounsellor@tatapower.com](mailto:cecounsellor@tatapower.com).

### 34. Responsible Supply Chain Management:

The Owner is committed for a cleaner environment and respect of Human rights through its Responsible Supply Chain Management policy. The Contractor is required to comply with all the environment & Human rights related laws, including emission norms, Labour and environmental regulations. The Owner encourages its Vendors/ Contractors/ Business partners to pay more attention to green design, green supply, green production, green logistics and green packaging in performing their business obligations.

The Contractor is required to abide by the Tata Power Corporate Environment policy, Energy Conservation and Corporate Sustainability Policy.

A copy of the Responsible Supply Chain Policy along with Environment policy, Energy Conservation policy, Sustainability policy, Health & Safety policy and Human Rights policy is available at website: <http://www.tatapower.com/sustainability/policies.aspx>.

Contractor/Bidder is required to completely fill the attached "Supplier Sustainability Questionnaire" in support of their Green Supply Chain Management initiatives and submit the same with their offer.

The Owner recognizes that diversity in the workplace positively impacts business. The Owner is committed to help people from SC/ST background either by helping them to become entrepreneurs or by engaging workforce from SC/ST community under the contracts agreed herein. To encourage engaging SC/ST community, the owner may consider on the merit to incentivize the Contractor by paying additional 1% of

the service contract portion if the number of SC/ST workforce engaged in the contract exceeds 30% of the total deployed strength and 2%, if the strength goes beyond 50%. While the Contractor will assist the workforce so engaged to become self-reliant in meeting the work expectation, the Owner may also volunteer its training resources to the extent possible to improve their employability. The Contractor shall maintain the proper documentation of such category of the workforce engaged and the owner may consider to pay the incentive after its verification.

The Owner may also consider extending price preference of 5% in the bid evaluation for an order value up to Rs.50 Lacs, provided the company is owned by a person from SC/ST community having minimum 50% holding in the company.

**35. Vendor rating:**

You are requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate, quality of the material etc. Your performance with respect to the said factors will be taken into consideration for future business.

**36. Vendor Feedback:**

34.1 In this dealing Vendors feedback is important for the purchaser to improve its processes. If Contractor have to report any grievance, problem or require any clarification, information, Contractor is requested to contact purchaser at email ID:  
[CC\\_CUSTOMERFEEDBACK@tatapower.com](mailto:CC_CUSTOMERFEEDBACK@tatapower.com)

34.2 Contractor is requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate, quality of the material etc. Contractor performance with respect to the said factors will be taken into consideration for future business.

**37. Non-Waiver:**

Failure of Owner or its representatives to insist upon adherence to any of the terms or conditions incorporated in the Contract or failure or delay to exercise any right or remedies herein or by law accruing, or failure to promptly notify the Contractor in the event of breach or the acceptance of or the payment of any Material(s) hereunder or approval of any design or Material(s) shall not release the Contractor and shall not be deemed a waiver of any right of Owner to insist upon the strict performance thereof or of any of its rights or remedies as to any

such Material(s) regardless of when the Material(s) are shipped, received or accepted not shall any purported oral modification or revisions of the Contract by Owner or its representative(s) act as waiver of the terms hereof.

# **ESG FRAMEWORK FOR BUSINESS ASSOCIATES**

Tata Power's Sustainability philosophy sits at the core of its Business Strategy. Tata Power 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.

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

As a part of future ready roadmap, Tata Power 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, Tata Power expects that all its Business Associates (BA) which includes its suppliers, vendors, consultants and service providers to align to its ESG and sustainability commitments.

Tata Power 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 Tata Power are expected to share their own sustainability and ESG journey. We at Tata Power 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:**

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

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

Tata Power 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 Tata Power 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.
- 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 statues: (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):**

Tata Power 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
- 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 Tata Power's Contractor Safety Terms & Conditions, Health Safety & Environment Manual while working on Tata Power 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 issues.

## **ANNEXURE-I**



Sr. No.	Question Description	Response (Y/N)	Remarks
<b>Organization</b>			
1	Does your Company have Sustainability Policy at Organization Level? If Yes, Please attach		
2	Do you have sustainable procurement policy in place for your own suppliers? If Yes, Please attach		
3	Does your company do regular assessment of its suppliers on ESG parameters?		
4	Are there ESG risks, or negative impacts identified in your supply chain		
<b>Governance</b>			
1	Is diversity taken into consideration when appointing board members/ senior management? Do you have an independent director/s?		
2	Has your company taken initiatives to ensure ethical practices at workplace? Please share the details, Policies etc.		
3	Does your company have a formal process to address data security or privacy issues? Please share the details, Policies etc.		
4	Does your company have grievance mechanism for stakeholder issues and track resolution?		
<b>Environment/ Planet</b>			
1	Does your company have Environmental Policy? If Yes, Please attach		
2	Do you have a formal process for waste management including solid wastes, liquid wastes and hazardous waste?		
3	Does your company track greenhouse gas emission? Also, what percentage of own consumption comes from the renewable energy?		
4	Does your company have a formal process for water management including monitoring of water consumption and withdrawals, and if applicable, pretreatment of wastewater?		
<b>Green Technology/ Innovation</b>			
1	Are your facility/ Product/ Services provided by you is based on green design, green production, green packaging or green logistics considerations? Please elaborate.		
2	Do your products or services have any environmental or social features or benefits (e.g. environmental/energy certification, ecolabels, fair trade certification, etc.)?		
<b>Social/ People</b>			
1	Does you facility/ Company have written personnel policies in place Are you an equal opportunity employer?		
2	Please describe any formal programme / campaign in place to promote company involvement with the community (volunteering, etc.). What is the percentage of profit spend on community activities?		
3	Does your company have a written Health & Safety Policy or Program? If Yes, Please attach		
<b>Certifications: Does your company have following certifications (valid till date-please mention validity)</b>			
1	ISO9001 accreditation		
2	SA8000 or equivalent		
3	ISO 14001 certification		
4	ISO 18001/45001 or equivalent		
5	ISO/IEC 27001 or equivalent		
6	Any Other (Please specify)		

Signature

Business Associate Name

## **ANNEXURE-II**

## 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

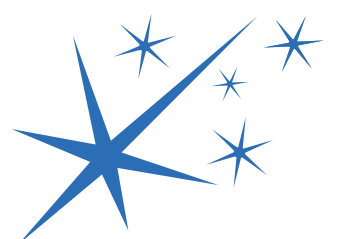
- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the 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.



(Praveer Sinha)  
CEO & Managing Director

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



## **Supplier Code of Conduct**

Tata Power follows the Tata Code of Conduct (TCoC) and the Whistle blower Policy and expect all its Suppliers to adhere to the same principles. “Supplier” here means any business, company, corporation, person or other entity that provides, sells or seeks to sell, any kind of goods or services to Tata Power, including the Supplier’s employees, agents and other representatives. The suppliers are expected to adhere to the following Do’s and Don’ts:

### **Do’s**

1. The Suppliers shall be committed to supplying products and services of high quality that meet all applicable standards and laws, including product packaging, labelling and after-sales service obligations.
2. Comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which it operates.
3. Strive to provide a safe, healthy and clean working environment for its employees.
4. Strive for environmental sustainability, particularly with regard to the emission of greenhouse gases, consumption of water and energy and the management of waste and hazardous materials.
5. The Supplier shall represent our company (including Tata brand) only with duly authorised written permission from our company.
6. Safeguard the confidentiality on the use of intellectual property, information and data of the Company.
7. Gifts and hospitality given or received should be modest in value and appropriate as per Company Policy.
8. The assets of Tata Power shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorised.
9. All actual or potential conflicts due to financial or any other relationship with a Tata Power employee shall be disclosed.

### **Don’ts**

1. The Supplier shall not make unfair or misleading statements about the products and services of competitors.
2. Children shall not be employed at workplaces.
3. Forced labour shall not be used in any form.
4. The Suppliers shall neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favours for the conduct of its business with Tata Power.

### **Reporting Violations**

The Supplier shall notify the Company regarding any known or suspected improper behaviour of other suppliers or employees relating to its dealings with Tata Power, by email to: [cecounsellor@tatapower.com](mailto:cecounsellor@tatapower.com).

The same can also be raised through our 3<sup>rd</sup> party ethics helpline facility:

1. Email id: [tatapower@ethics-line.com](mailto:tatapower@ethics-line.com) ; Website: [www.tip-offs.com](http://www.tip-offs.com)
2. Helpline numbers: Toll free - 0008001004382 and 0008001008277. Also accessible at normal domestic call rates within India: +91-11-71279005
3. Postal address: Deloitte Touche Tohmatsu India LLP  
c/o Arjun Rajagopalan, Partner (Ethics Helpline Services)  
19th Floor, 46 - Prestige Trade Tower, Palace Road,  
High Grounds, Bengaluru, Karnataka – 560001

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

**Section D.2: Annexure to GTC**

**CONFIDENTIAL**



The Tata Power Company Ltd	 	 	 	Appendix 3 to CSCC Safety Terms and Conditions
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## Appendix 3: Safety Terms and Conditions

Reason for Change	Date of Last Revision	Prepared By	Reviewed By	Approved by
Inclusion of Odisha Discom and periodic Revision	<u>10-Jan-2021-R4</u>	All Discom and CFT members	Debi Prasad Acharya (Head-Safety-Odisha Discom)	Suresh H Khetwani (Chief safety and Environment)

Clause	Sub-clause	Description	Page No
1.0		Objectives	3
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17.0		<u>Safety Conditions for Major Projects in Distribution Network(R5)</u>	18
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## 1.0 Objective:

The Objective of Safety Terms and Conditions is to apprise the Business Associates about various critical procedures of the Tata power Division/Discoms and the expectations from the BA to implement such procedures without fail. Certain terms and conditions are also mentioned to ensure a safe work atmosphere round the year. Refer Contractor's Safety Code of Conduct- Document no TPSMS/GSP/ CSM/015

## 2.0 Scope:

This procedure applies to all operating and project sites of The Tata Power Company Ltd and Group companies including new businesses like Electric Vehicle charging, Home Automation, Microgrid, Roof top solar etc. This Code of Conduct also applies to all operating and project sites of four Odisha Discoms and New business based on mutually agreed timeline for implementation. R5

## 3.0 Safety Organization & Responsibilities

### 3.1 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, Shop and Establishment Act etc.

Each Contractor shall provide at least one competent full-time safety supervisor for workforce of every 50 workers or less than that. When workforce ranges to 500, the contractor must provide at least one qualified safety officer (This may be subjected to change as per applicable act). Thus, for work force of 500 workers there will be one qualified safety officer and 10 safety supervisors. For every 500 additions in workforce, the contractor must add 1 safety officer and 10 safety supervisors. The Order Manager or Safety Department of the Tata Power Division /Discoms will review and approve the appointment of all safety officers and supervisors. The safety supervisors/officers will work with the guidance from Tata Power Division /Discoms Safety Department and align themselves with Tata power Division/Discom safety requirements.

For O&M related AMC activities, minimum one qualified safety officer to be deployed for each Division of the Discoms.

Qualified safety officer means he or she has completed PDIS or ADIS from a recognized institute.

Site Safety Officer/Safety Supervisor / Safety Coordinator shall be interviewed by the Order Manager/ Safety head of the Tata Power Division/Discom and then gate passes shall be issued if the interview is successful.

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Site Manager of Contractor/Subcontractor is responsible, and will be held accountable, for the safety of their own workforce as well as that of sub-contractors. He should also ensure that all equipment, materials, tools, and procedures remain in safety compliance at job site.

Responsibility of Site manager includes, but not limited to:

- 3.1.1 Holding officer/supervisors accountable for safety and actively promote safe work performance.
- 3.1.2 Participate in and cooperate with all safety program requirements to be implemented to meet Tata Power Division /Discoms safety objectives
- 3.1.3 Ensure timely reporting of safety incidents, near misses, unsafe acts, and conditions.
- 3.1.4 Identify the training needs of BA employees and maintain all safety training documents.
- 3.1.5 Provide Safety Performance Report at an agreed frequency.
- 3.1.6 Stopping of unsafe work (Acts and/or Conditions) immediately. Work to start only after corrective actions are implemented.
- 3.1.7 Ensure and participate in daily toolbox talk for all the jobs.
- 3.1.8 Ensure that only tested and certified tools and equipment are issued to the workers and being used at the site.

### 3.2 Contractor Supervisors and General Staff.

Contractors' site supervisors and general staff members in charge of job site functions such as field engineering, warehousing, purchasing, costing, and scheduling etc. are responsible for the safe performance 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. Each supervisor will proactively participate in the Safety program by observing, correcting, and recording unsafe acts and conditions at plant / sites.

### 3.3 Contractor Workforce

- 3.3.1 Contractors shall provide adequate quality and quantity of manpower as mutually agreed. (R5)
- 3.3.2 All the contractor employees shall attend "SHE L0(Other than new business and Odisha Discom)/L1 Foundation Course in Safety". Depending on the critical procedure in job employees shall also be required to attend "SHE L2 course of critical/high risk operations". All Supervisors shall be required to attend "SHE L3 Supervisory Training". All the above trainings will be conducted by TPSDI/Skill development institute of Disco, or other equivalent institute approved by Tata Power.

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- 3.3.3 Contractor employees shall be required to attend any other additional training if suggested by Order manager or Site Safety Head. The cost of such additional training shall be borne by the Vendor.
- 3.3.4 Contractor / Vendor shall mobilize their manpower well in advance to complete the training through TPSDI/Sill development Institute.
- 3.3.5 The Vendor / BA shall arrange or bear the conveyance and food expenses incurred during training of BA employees in Odisha Discom. (R5)
- 3.3.6 The validity of the training L1, L2 and L3 is 3 years. There will be competency assessment as Revalidation test in every three months for Tata Power Division and six months for Odisha Discom till one year from implementation of CSCC.(R5) Those who fail in the competency assessment shall undergo training again.
- 3.3.7 Supervisors/Welder/Electricians/Line man /Fitters /Radiographers/Riggers engaged by the contractor shall have valid competency certificates issued by authorized agency/Institute.
- 3.3.8 Contractor workforce must make safety a part of their job by following safety rules and regulations and by using all safeguards and safety equipment. They must take an active part in the Safety programs for the Site.
- 3.3.9 Every member of the workforce is expected to report for work without influence of any Drug/Alcohol. Failure to comply with this requirement shall result in immediate termination of employees under the influence of drug and alcohol plus show cause notice/penalty to the vendor.
- 3.3.10 All employees shall report hazardous conditions, practices and behaviours in their work areas and correct wherever possible.
- 3.3.11 Workforce is responsible for active participation in safety and health programs, suggestion systems, trainings and reporting of unsafe act/practices, Unsafe conditions incidents and injuries to their supervisors.

### 3.4 Vendor/Contractor/sub-contractor

- 3.4.1 Vendors/Contractor shall always comply with and ensure that their workforce comply with all site safety rules and regulations. Specifically, with applicable provisions of the Site Safety Management Plan and all statutory safety rules and regulations.
- 3.4.2 After receiving the work order/ purchase order vendor/contractor/bidder shall not appoint Sub-contractor without safety assessment of the sub-contractor through safety concurrence group Under Contractor Safety Code of Conduct. Penalty of 5% of contract value will be applicable to the contractor if subcontractor is appointed without the permission of SCG and without evaluation through CSCC process.

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#### **4.0 Tools and Tackles(R5)**

- 4.1 Tools & Tackles used to carry out the job shall be checked and inspected by Order Manager and safety Officer.
- 4.2 Vendor must submit a valid Certificate from Competent person under the Factories Act 1948 and State Factories Rule for all Lifting Tools and Tackles (like Hoist, D Shackles, chain Block, wire ropes etc.).
- 4.3 All Electrical Hand Tools must be tested for leakage of current by a person /agency authorized by Tata Power Division /Discoms. Electrical power must be taken though RCCB of 30mA. Electrical hand tools should not have cord more than 3 meters in length. If power source is at > 3 meters, extension boards with RCCB of 30 mA and ON/OFF switch, shall be used.
- 4.4 Removal or inclusion of tools any new tool /tackles / machinery / equipment at site should only be done with concurrence of the order Manager / Head Safety.

#### **5.0 Site Safety Rules and Procedures:**

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. All safety rules and procedures developed from time to time shall be mandatorily followed by the vendor and his employees while working at Site.

**6.0 Critical safety Rules and Procedures:** 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

##### **6.1 Lock Out and Tag Out Procedure.**

This procedure is intended to be used for the protection of Personnel while servicing or performing maintenance on distribution network/ 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 / or material 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**

##### **6.2 Excavation Safety (Shoring and Sloping) 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**

##### **6.3 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**.

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#### **6.4 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.

#### **6.5 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.

#### **6.6 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 devices are used for lifting and moving materials. To maintain safe, appropriate standards must 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.

#### **6.7 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.

#### **6.8 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.

#### **6.9 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 REV 01.

#### **6.10 Electrical Safety Procedure.**

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The objective of these standards is to specify minimum mandatory requirements and advisory guidance for identifying and controlling hazards to ensure 'Zero Harm' regarding operation maintenance and testing of electrical equipment. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/ELEC/010

**6.11 Fire Safety 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/ELEC/011

**6.12 Hazard Identification & Risk Assessment (HIRA) Procedure(R5):**

Objective of this procedure is to define guidelines for Hazard identification, Risk assessment and determination of controls. For complete procedure kindly refer Procedure Document No - TPSMS/CSP/HIRA/012.

**6.13 Management Of Change (MOC) Procedure(R5):**

The objective of this document is to establish the procedures necessary to ensure that HSE risks are managed to an acceptable level in Tata Power Management of Change (MOC) process. For complete procedure kindly refer Procedure Document No - TPSMS/CSP/MOC/013.

**6.14 Pre-Start-up Safety Review (PSSR) Procedure(R5).**

Objective of this procedure is to provide guidelines for safe initial startup of a new facility or restart of a modified facility. The PSSR process verifies that the new/modified facility meets the original design and operating parameters. The intent is to prevent incidents caused by inadequate, incomplete, unauthorized design, construction, installation, and/or commissioning. For complete procedure kindly refer Procedure Document No - TPSMS/CSP/MOC/014.

**6.15 Road Safety procedure(R5):**

To provide Safety Rules for road travel management and safe usage of all types of vehicles viz. passenger/ commercial, owned/ hired by company, driven by employees or contractors. For complete procedure kindly refer Procedure Document No - TPSMS/CSP/RSP/015.

**7.0 General safety Rules and Procedure:**

**7.1 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,

**7.2 Working on conveyor belt Procedure:**

This procedure is developed to cover the safe practices required for Working on live equipment and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CONV/003

**7.3 Batteries Handling & Disposal(R5)**



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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**

**7.4 Material Handling and Storage Procedure:**

The purpose of this document is to provide procedures to assist the safe handling of materials (manual handling and mechanical handling). For complete procedure kindly refer Procedure Document No – **TPSMS/GSP/MATL/004**.

**7.5 Office Safety Procedure(R5):**

The objective is to provide a safe working environment to those working in office premise, who may be exposed to emergency situations and other chronic / cumulative risks that may arise due to various reasons of unsafe act, unsafe condition, fire and or pandemic crisis like COVID-19 etc. For complete procedure kindly refer Procedure Document No - **TPSMS/GSP/OFS/006**

**7.6 Earth Leakage Circuit Breaker (ELCB) Testing Procedure(R5):**

The objective of this procedure is to define the minimum requirements for testing of Earth Leakage Circuit Breaker (ELCB). For complete procedure kindly refer Procedure Document No - **TPSMS/GSP/ELCB/008**.

**7.7 Occupational Health & Safety Legal Compliance Procedure(R5):**

Objective of this procedure is provide guidelines for compliance of Occupational Health & Safety (OH&S) legal requirements and all ratified protocols and agreements are incorporated in Tata Power Safety Management System (SMS). For complete procedure kindly refer Procedure Document No - **TPSMS/GSP/LEGL/009**.

**7.8 Incident Reporting & Investigation Procedure(R5):**

Objective of this procedure is to outline the process for reporting, recording and investigating an incident, recommending corrective and preventive actions and to communicate the lessons learned to prevent recurrence of similar incidents. For complete procedure kindly refer Procedure Document No - **TPSMS/GSP/IRI/011**.

**7.9 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**.

**7.10 Tree Trimming Procedure(R5):**

The objective of this procedure is to define guidelines and minimum requirements for Tree trimming. For complete procedure kindly refer Procedure Document No – **TPSMS/GSP/TTRM/017**

**7.11 Safe Lone Working Procedure(R5):**

Objective of this procedure is to lay down guidelines for reduction and safe managing of any additional risk arising from lone working. For complete procedure kindly refer Procedure Document No – **TPSMS/GSP/LONE/019**.

**7.12 Good Housekeeping(5S) Procedure(R5):**

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Objective of this procedure is to explain the meaning, importance and provide guidelines for implementation of Good Housekeeping(5S) at workplaces across organization. For complete procedure kindly refer Procedure Document No – **TPSMS/GSP/GHK/022**.

**7.13 Personal Protective Equipment(R5):**

This procedure describes the basic requirements, applicability, minimum specifications of Personal Protective Equipment (PPE). For complete procedure kindly refer Procedure Document No – **TPSMS/GSP/PPE/023**.

**7.14 Process Safety Management Procedure(R5):**

The objective of this document is to provide a standardized & uniform guideline to implement Process Safety Management in Tata Power, its JVs, and subsidiaries to prevent or minimize the consequences of releases of toxic, flammable, pressurized or uncontrolled chemicals/Steam/Water or any other material which may result in toxic, fire, explosion, burn or flood like situation. For complete procedure kindly refer Procedure Document No – **TPSMS/GSP/PSM/024**

The above procedures will be updated time to time 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](http://www.tatapower.com)) for your reference.

**8.0 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 Division /Discoms Safety department will audit contractors training and related documentation to assure its adequacy.

**8.1 Tata power Odisha Discom Site Safety Orientation.R5**

All Tata Power contractor and subcontractor workforce is required to attend Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry. This Safety Orientation Course will be for duration of minimum half day. The information provided during the orientation will include, but is not limited to following:

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

**8.2 Capability Building:**

- 8.2.1 All Tata Power contractor and subcontractor workforce is required to attend L1 Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry.
- 8.2.2 Appropriate practical training such as SHE L1, L2& L3 is given to ensure that a jobholder, either supervisor or worker, is competent to do his/her job safely. The skill training is provided through TPSDI, and other agencies authorized

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- by Tata Power on the list of 15 critical Safety procedures mentioned under safety procedures. Duration of course is as specified by Division/Discom
- 8.2.3** Contractor shall ensure that concerned workmen are provided with adequate training before he/she is allowed to execute the work. An evaluation test will be conducted after the completion of the training. Those employees who meet the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen have to reappear for assessment.
- 8.2.4** If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3-month time failing which he/she will not be allowed to work in the Division /Discoms.
- 8.2.5** After expiry of Certificate or Training /Competency Card again one day recertification of L1, L2 and L3 skill training will be provided. R7.
- 8.2.6** Quarterly /Half yearly(For Odisha and New business) Revalidation Test - "SHE L1 Revalidation test" will be conducted for the contractor's employees to revalidate their safety awareness and knowledge.
- 8.2.7** Order Manager and Safety In charge of the Division/Site /Plant will conduct a Competency Assessment of all workforces, going to be deployed at site / plant for high-Risk job.
- 8.2.8** The Contactor shall bear the conveyance and food expenses of his staff for attending training sessions and capability building sessions in new business-like Odisha Discom.
- 8.2.9** The Contactor shall bear the entire cost of L1/L2/L3, the costs towards training, salaries/wages, boarding and lodging of his staff for attending training sessions and capability building sessions. These trainings are offered on nominal chargeable basis payable by Contractor and rates shall be decided by TPSDI from time to time in case of training through TPSDI. Generally, L0 is of one day, L1 is for 2 days for each critical procedure and L3 is for one day. Around Rs 700+GST is approx. cost /Day/Candidate. -R5
- 8.2.10** Competency assessment of all critical workforce to be carried out for all who has taken L2 training. R5

#### **9.0 Recognition to the Prior Learning in Safety-R5**

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

**10.0 Safety performance retention(R5) and Safety Performance Evaluation: A certain percentage of the bill value will be retained against every running bill as safety performance retention. The amount will be released with the last invoice or every six-month based on Safety Performance Score of contractors. This is as per CSCC Document no TPSMS/GSP/ CSM/015**

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*This safety retention shall be waived for Contractors who have either submitted a Contract Performance Bank Guarantee or have a retention from each running bill for an amount not less than 10% of each bill subject to the express undertaking / understanding that if there are any deductions required to be made for safety non-performance as per the Safety Performance Score, then Tata Power shall recover any such deductions against safety non-performance directly from the monthly bills / final settlement as the case may be failing which it shall be within its right to recover such sum from accounts payable or the CPBG or the retention of the Contractor available with Tata Power for the said contract or any other contract between the Contractor and Tata Power.*

### **11.0 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 category of employees:

- Drivers (Check for Vision & Hearing)
- HEM Equipment Operators (Check for Vision & Hearing)
- Workforce working at Height (Check for Vision, Hearing, Vertigo & Height Phobia)
- Workforce Handling the hazardous substances - Coal, ash and chemicals (Chest X-ray and Lung Function T)
- Workforce in high Noise area (> 90 Decibel), Check for Hearing
- Workforce handling radiography equipment for conducting NDT.
- Workforce, working in specific areas requiring specific medical attention should conduct the medical tests test as laid down in the respective Site Safety Management Plan.

### **12.0 Other Conditions:**

- 12.1. The manpower/vehicles/Tools & Tackles/Equipment provided shall be as per mutually agreed SLA.
- 12.2. No Supervision No work policy should strictly be followed.
- 12.3. Test Before Touch must be ensured every time a job is being carried out in electrical network.
- 12.4. HIRA /JSA as per the job scope must be prepared in detail and submitted along with Site Safety Plan by the successful bidder.
- 12.5. Personal protective equipment (PPE) must always be checked before use to ensure that they are in good condition and clean. Replace them if necessary.
- 12.6. All relevant PPE shall be provided by the vendor while working at the site.
- 12.7. Housekeeping shall be maintained all the time while execution of work. All the unwanted material shall be removed from the site at the end of the day's work. Old/damaged parts if taken out of the system shall be kept at

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identified placed and it shall be shifted to scrap yard or disposed of as per instruction of order manager.

- 12.8. Site Safety Plan shall be prepared by successful bidder along with order manger. Appendix 1 to be filled by successful bidder and submitted to Tata Power safety in-charge, before mobilization of team at site and start of the work.
- 12.9. The Owner or Proprietor of BA must visit worksite at least once in a month and meet Order Manager every month. In case of incidents, the Owner or Proprietor of BA is required to attend Time Out Meetings to understand the gaps that contributed to the incident.

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**General Safety Conditions for various contracts Specific to Odisha Discom(R5)**

**13.0. Safety Conditions for maintenance of STS (Sub Transmission System) Network.**

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

- Availability of Discharge Rods - Minimum 6 Nos. in each maintenance vehicle, fit for purpose and in good conditions and defective rods are removed from service.
- Availability of Neon tester - Minimum one Neon Tester in each Maintenance Vehicle, in good and working condition and defective or non-standard neon testers are removed from service.
- Electrical hand Gloves - Minimum two sets of 33 KV and two sets of 11 KV in maintenance vehicles.
- The BA linemen must be having required ELBO certification for the voltage level involved.
- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4<sup>th</sup> March, National Fire Service Day on 14<sup>th</sup> April and Theme based safety campaigns undertaken by the Discoms every month.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not employ a new workman without training and issue of ID card.
- BA shall conduct safety audits & inspections as per Discom procedures.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall ensure to depute Safety Staff for managing safety in worksites. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.
- Safety manager and Safety engineer must be having PDIS or ADIS.

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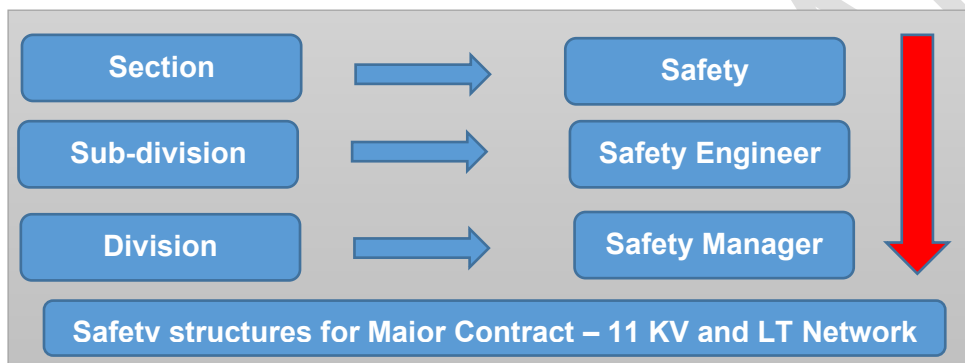
#### 14.0 Safety Conditions for maintenance of 11 KV and LT Network.

A BA awarded a major contract work of maintenance of 11 KV and LT Network in area of a power system will be required to fulfil the following conditions:

- Availability of Discharge Rods - Minimum 6 Nos. in each PSS/FCC and maintenance vehicle, fit for purpose and in good conditions and defective rods are removed from service.
- Availability of Neon tester - Minimum one Neon Tester in each PSS/FCC/ Maintenance Vehicle, in good and working condition and defective or non-standard neon testers are removed from service.
- Electrical hand Gloves - Minimum two sets of 33 KV and two sets of 11 KV in each PSS/Maintenance vehicles and two sets of LT hand gloves at each FCC.
- The BA linemen must be having required ELBO certification for the voltage level involved.
- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not engage new workman without training and issue of ID card.
- PSS operator shall not be involved in maintenance activities.
- BA shall conduct safety audits & inspections as per Discom procedures.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4<sup>th</sup> March, National Fire Service Day on 14<sup>th</sup> April and Theme based safety campaigns undertaken by the Discoms every month.
- BA to ensure that all LT complaints are routed through Call Centre and recorded in FCC. Rectification of fault shall be done only after call centre logging and with the knowledge of BA supervisor.
- No one will work alone or unsafely under public pressure or otherwise.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.

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- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall ensure to depute Safety Staff - One safety supervisor per section, One safety engineer per sub-division and one safety manager per Division Safety manager and Safety engineer must be having PDIS or ADIS.



#### 15.0 **Safety Conditions for the major contract work in Civil Projects:**

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

- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not employ a new workman without training and issue of ID card.
- BA shall conduct safety audits & inspections as per Discom procedures.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.



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- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4<sup>th</sup> March, National Fire Service Day on 14<sup>th</sup> April and Theme based safety campaigns undertaken by the Discoms every month.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall refer Construction Safety Manual of the Discom for details.
- BA shall ensure to depute a Safety Supervisor (for workforce up to 100 at site) / a safety engineer (for workforce up to 250 at site) / safety manager (for more than two safety engineers) for managing safety at the project site. In case the BA has been awarded more than one major contracts, then the following safety structure will be adopted.
- Safety Engineers and Safety Managers must be having PDIS or ADIS.



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

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

- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not employ a new workman without training and issue of ID card.
- BA shall conduct safety audits & inspections as per Discom procedures.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4<sup>th</sup> March, National Fire Service Day on 14<sup>th</sup> April and Theme based safety campaigns undertaken by the Discoms every month.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.

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- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to be approved by Discom Safety Department.
- BA shall ensure to depute a Safety Supervisor for managing safety at worksite.
- The BA for the RRG work shall depute one Safety supervisor.



#### 17.0 Safety Conditions for Major Projects in Distribution Network

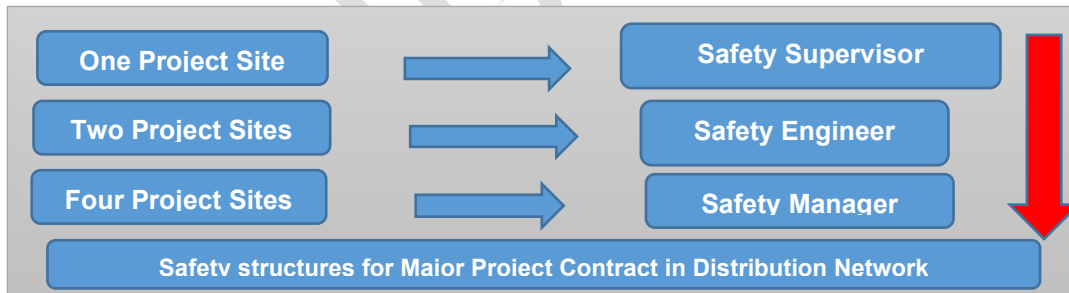
A BA awarded a major Projects in Distribution Network shall be required to fulfil the following conditions:

- Availability of Discharge Rods - Minimum 6 Nos. for each project site, fit for purpose and in good conditions and defective rods are removed from service.
- Availability of Neon tester - Minimum one Neon Tester in each project site, in good and working condition and defective or non-standard neon testers are removed from service.
- Electrical hand Gloves - Minimum one sets of 33 KV, 11 KV and LT in each project site.
- The BA linemen must be having required ELBO certification for the voltage level involved.
- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4<sup>th</sup> March, National Fire Service Day on 14<sup>th</sup> April and Theme based safety campaigns undertaken by the Discoms every month.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not employ a new workman without training and issue of ID card.
- BA shall conduct safety audits & inspections as per Discom procedures.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.

- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.

Sr. No	Type of Audit	Frequency
1	Tool Bag and PPE audit	Weekly
2	First Aid Box Maintenance Record	Fortnightly
3	Fire Extinguisher Record (Applicable for the BA involved in major construction works and have storage of flammable material at worksite)	Monthly
4	Safety Talk Register	Weekly
5	Site Safety Audit	Daily

- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4th March, National Fire Service Day on 14th April and Theme based safety campaigns undertaken by the Discoms every month.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall ensure to depute Safety Staff for managing safety in worksites. One safety supervisor per project site or 100 persons, one safety engineer for 2 project sites of 250 persons, and one safety manager for four project sites or 500 persons.
- Safety manager and Safety engineer must be having PDIS or ADIS.



**18.0 Schedule of Safety Audits by BA Safety Staff**

**Safety Undertaking of BA by way of Affidavit**

I \_\_\_\_\_ s/o \_\_\_\_\_ R/o \_\_\_\_\_ (AUTHORIZED REPRESENTATIVE/PARTNER/DIRECTOR/PROPRIETOR ) of M/S \_\_\_\_\_ (name of company/firm) having its office at (Complete address of Company), authorized vide power

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of attorney dated -----/Board resolution dated----/letter of authority dated----, hereinafter referred to as **Contractor [or Business Associate (BA)]** which expression shall, unless it be repugnant to or inconsistent with the meaning or context thereof, be deemed to include its heirs, executors, administrators, and assigns do hereby affirm and undertake as under :

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

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8. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by Discom during the contract period.
9. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold Discom / its directors / officers / employees indemnified against any / all losses / damage / expense / liability / fines / compensation / claims / action / prosecutions or the like which might be suffered by Discom or to which Discom might get exposed to as a result of any breach /wilful negligence /deliberate default on the part of the Contractor /Subcontractor in complying with the same. Contractor shall also furnish any press release, clarification etc. if sought by Discom for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

DEPONENT

VERIFICATION

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

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ANNEXURE TO  
**Appendix 3: Safety Terms and Conditions**  
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***(Excerpts of Tata Power Safety Code of Conduct as relevant for  
Safety Terms & Conditions)***

**(A) Definitions**

- **Order Manager/Engineer in charge:** Order Manager/Engineer in charge is the Tata Power-Division /DISCOM representative, who has the ownership of the given job.
- **Site Safety Management Plan:** It is the safety plan agreed between Contractor and Tata Power-Division/DISCOM. It will contain the entire job specific safety requirement and will be signed by the contractor.
- **Contractor/Business Associate/Vendor (BA):** An individual or a company that provides services to Tata Power-Division/DISCOM under a signed contract.
- **Emergency:** It is a serious, unexpected, or dangerous situation requiring immediate action, which may result in *loss of life*, loss of revenue/property, business discontinuity. In case of Emergency, services may be procured by selecting the qualified vendor based on the vendor category without the safety bid evaluation and approved by adequate authority of MB level or above.
- **Expert Service jobs:** Jobs which needs expert services of contractor which does not involve direct exposure to the potential risk or work which involves only supervisory work such as expert for AI-ML, expert for transmission and distribution network, expert for civil works, expert on transformers, expert for PSCC, expert for equipment overhaul etc.
- **CEO/Chief/Head of division/Unit/Utility:** Business in charge who is overall custodian of the Tata Power-Division/DISCOM.
- **High Risk Jobs:** A Job or its activities are considered as Very High or High Risk when Order manager apply the “Tata Power Hazard Identification and Risk Analysis” procedure and found safety risk associated with are under Very High or High category. Indicative lists of jobs are given in appendix 14 of this document.
- **Medium Risk Jobs:** Jobs or its activities are considered as medium risk when Order manager apply “Tata Power Hazard Identification and Risk Analysis” procedure and found the same as Medium Risk.
- **Low Risk Jobs:** Any job or its activities are considered as Low or Very low risk while Order manager calculated it by applying “Tata Power Hazard Identification and Risk Analysis” procedure and found it under Low or Very Low category.

**(B) Safety performance retention(R7):**

A certain percentage of the bill value will be retained against every running bill as safety performance retention. The amount will be released with the last invoice or every six-month based on Safety Performance Score of contractors. The retention amount will be calculated based on contract value as below. (R7)

<b>Risk Category-(R7)</b>	<b>Contract Value</b>	<b>Retention Amount (%)</b>
<i>Very high/High risk job/ Medium Risk jobs</i>	Up to 10 Lakhs	2.5
<i>Very high/High risk job/ Medium Risk jobs</i>	10 – 50 Lakhs	2
<i>Low/Very Low Risk jobs</i>	10 – 50 Lakhs	1
<i>Very high/High risk job</i>	0.5 to 10 Cr	2
<i>Medium Risk jobs</i>	0.5 to 10 Cr	1.5
<i>Low/Very Low Risk jobs</i>	0.5 to 10 Cr	1
<i>Very high/High risk job</i>	>10 Cr	1.5
<i>Medium Risk jobs</i>	>10 Cr	1

*This safety retention shall be waived for Contractors who have either submitted a Contract Performance Bank Guarantee or have a retention from each running bill for an amount not less than 10% of each bill subject to the express undertaking / understanding that if there are any deductions required to be made for safety non-performance as per the Safety Performance Score, then Tata Power shall recover any such deductions against safety non-performance directly from the monthly bills / final settlement as the case may be failing which it shall be within its right to recover such sum from accounts payable or the CPBG or the retention of the Contractor available with Tata Power for the said contract or any other contract between the Contractor and Tata Power.*

**(C) Safety Performance Evaluation & Responsibility of Business Associate / Contractor:**

During the time of job execution, regular site inspection will be carried out by the Tata Power-Division / DISCOM officials to evaluate monthly safety performance of the contractor and monthly score will be maintained by the Order Manager. Violations will be dealt as per **CSM F12 Safety Violation Penalty Criteria**.

1. During the progress of the work, concerned site Supervisor/Engineer/Safety representative will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on matrix **Appendix 13** and apply the Consequence management policy/Penalty criteria as applicable.
2. The evaluation criteria include Lead Indicators such as percentage of workers trained in TPSDI, inspection of critical equipment. Lag indicators such as Fatalities, LWDC and man-days lost.
3. In case of job stoppage due to safety violations / unsafe observations at the site, no time extension from PO completion date shall be given to the contractor, if such delays are attributable to contractor.
4. In case of fatality, limb loss or loss of property, vendor must pay for liability, legal, statutory, and additional mutually agreed settlement charges imposed by the appointed committee by Division Chief/CEO. This charge is over and above the retention amount. The committee will finalize penalty amount based on factors such as advice by statutory authorities, contract value and impact of accident etc.

5. Order Manager, Head of Business and functional Chief have the authority to terminate the contract as per **CSM F12 Safety Violation Penalty Criteria** Through contract department.

(D) Other Appendices are attached,

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

(This is to be filled by Bidder and submit to Tata Power as part of bid submission).

**Appendix 8: CSM F8 - PPE requirements-(R7)**

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

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

**Appendix 13: Checklist To Be Used During Site Visit**

**Appendix 14: Indicative List of High-Risk Jobs**

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### **Appendix 8: CSM F8 - PPE requirements-(R7)**

The Contractor shall ensure that the following PPE of Approved standards shall be always available and shall be used by his employees with no exception whatsoever. • PPE shall be conforming to BIS/DGMS/DIN specifications, in good condition and shall be comfortable to his employees, when used. This is indicative. For better clarification refer PPE procedure-TPSMS/GSP/PPE/023. as per safety terms and condition Appendix 3 CFM 3 in detail. R7

#### **PPE Requirement**

1	All contractor's employees at site	Safety Florescent Jacket (orange color), Safety helmet & safety shoes with composite or steel toe cap
2	Workers mixing asphalt, cement, lime / concrete	Safety goggle & protective Hand gloves and footwear, Nose mask.
3	Welders / Grinders/Gas cutters	Welding screen/goggles, safety shoes, leather hand gloves, aprons, leg guard
4	Stone breaker	Protective goggle, hearing protection, anti-vibration hand gloves and Protective clothing.
5	Electricians / Linemen	Rubber hand gloves <i>with correct voltage rating and expiry date normally one year from Manufacturing date-(R7)</i> & Electrical resistant shoes, Safety helmet with induction strip to alert about presence of voltage for those linemen who climb the poles or work on electrical equipment
6	Workers working at a height of 1.8 Meter or above.	Double lanyard full body harness, fall arrestor and safety net made of reinforced nylon fiber ropes firmly supported with steel structures, Work positioning attachment


#### **PPE Type and Testing Frequency**






Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.	

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02	HDPE Safety helmet with chin strap and ratchet type for adjustment for non-Electrical work	IS:2925-1984	Monthly and visual check every day for any crack in shell.	
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.	
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.
06	Fireproof jacket for chest protection		Monthly and visual check every day.	
07	Safety helmet with induction Strip for linemen and working for electrical work-Class E	EN 397/2012	Monthly and visual check everyday	Induction Strip alerts presence of voltage
08	Shorting clamps, crocodile clamps, Discharge Rod and Neon tester		Monthly and visual check everyday	For discharging the residual voltage and test before touch

**Pictorial View of PPEs for reference purpose**

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	

02	<p>HDPE Safety helmet with chin strap and ratchet type for adjustment for Nonelectrical work and electrical work</p>	<p>IS:2925-1984/ EN 397/2012</p>	
03	<p>Full body harness (Safety belt)  The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.</p>	<p>EN 361:2002  EN 358 : 2000  IS: 3521:1991/2002</p>	
04	<p>Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.</p>	<p>EN: 60903 CE marked</p>	
05	<p>Full face visor with safety helmet</p>	<p>EN: 166 CE marked (Visor)</p>	
06	<p>Fireproof jacket for chest protection</p>		
08	<p>Reflective jacket to each workman</p>	<p>As per Tata Power standard</p>	

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

**Note:**

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

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

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

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

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

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

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

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

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

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

**6.1 Pre-Working Checks**

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

**Tools required for work:**

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

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

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

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

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








**Attachment:** - Specific Risk Assessment

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

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

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

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

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

**8.0 "5S issues" / Waste Disposal/ Housekeeping and Environmental issues:** *Details waste disposal processes and or housekeeping activities, Details of environmental impacts and control measures.*

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

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

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

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

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

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



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

**Major Violations and Escalation matrix--(R7)**

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

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

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### Other Violations and Penalty

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

Sl. No	Description of Violation	Severity	Penalty (INR)
1.	Unhygienic/Bad condition of PPE	2	500
2.	Unsafe Act/Condition of Severity 4	4	4000
3.	Unsafe Act/Condition of Severity 5	5	5000
4.	No Earthing of Electrical equipment	5	5000
5.	Working without efficient supervision	4	4000
6.	Non-reporting of incidents	3	3000
7.	Starting the job without Toolbox Talk	4	4000
8.	Electric cable tied with metal wire / Use of damaged electrical cable / Use of two core cable	3	3000
9.	Rubber mat not available in front of electrical panels.	3	3000
10.	Inserting naked wire into the socket instead of a plug	5	5000
11	Inflammable materials stored inside PSS/FCC/Distribution Room	5	5000
12	Water accumulation found near electrical panels / equipment	5	5000
13	Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard	4	4000
14	Inadequate illumination of working area	3	3000
15	Bringing inside PSS/FCC or any other work area any chemicals without approval.	5	5000
16	Loose materials in work area which can fall down or fly during a storm	5	5000
17	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc.	3	3000
18	Entering restricted areas like switch yard, hazardous material storage room etc. without authorization	3	3000
19	Not using 24 V lamp inside confined spaces	3	3000
20	Bypassing/overriding safety interlocks	5	5000
21	Working besides road without proper barricading and monitoring of traffic	5	5000

22	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders, PSS , Offices etc.)	3	3000
23	Improper stacking of materials in Storage Yard	4	4000
24	Sleeping at workplace	3	3000
25	First aid box not available / in locked condition	2	2000
26	Appointment of subcontractor without his Safety Bid Evaluation and/or without the permission of engineer in charge or Order manager.	5	5% of order value
27	Bad Housekeeping with respect to <b><i>TPSMS/GSP/GHK/022</i></b> <ul style="list-style-type: none"> <li>• 1st Instant</li> <li>• 2nd instant</li> <li>• 3rd instant</li> <li>• 4th instant</li> <li>• Subsequent instants</li> </ul>	2	<ul style="list-style-type: none"> <li>• 1000</li> <li>• 2000</li> <li>• 5000</li> <li>• 10000</li> <li>• 10000</li> </ul>
28	Violations related to vehicles with respect to <b><i>TPSMS/CSP/RSP/015.</i></b> <ul style="list-style-type: none"> <li>• Parking without wheel choke</li> <li>• Parking in undesignated area</li> <li>• Heavy vehicle without helper or co-driver</li> <li>• Seat belt not available / not used</li> <li>• Driver without license</li> <li>• Heavy vehicles without reverse horn</li> <li>• Using mobile phone while driving</li> <li>• Lights/mirrors not working /broken</li> </ul>	3	1000 per each violation
28	Violation in Gas cutting and Gas cylinder handling <ul style="list-style-type: none"> <li>• Cylinder valve without guard</li> <li>• No flashback arrester</li> <li>• Leaky DA/Oxygen hose</li> <li>• Cylinders not kept in secured manner</li> <li>• Cylinder trolley not available</li> <li>• Cylinders are transported by manual rolling</li> </ul>	5	2000 per each violation
29	Violations in Lifting Operations w.r.t. to <b><i>TPSMS/CSP/HEMS/005</i></b> <ul style="list-style-type: none"> <li>• Hook latch missing</li> <li>• Load raised or swung over people or occupied areas of building</li> <li>• Persons standing within the swing area of the crane</li> <li>• No barricading of crane working area</li> <li>• Use of damaged lifting tools and tackles</li> </ul>	5	2000 per each violation

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	<ul style="list-style-type: none"> <li>Lifting tools and tackles not tested / Test certificate expired</li> <li>Crane operator without proper license</li> <li>Angular loading</li> <li>Lifting / shifting heavy material without guide rope</li> <li>Using mobile phone during loading and unloading jobs</li> </ul>		
30	<p>Violation in Scaffolding work w.r.t. to TPSMS/CSP/SCAF/007</p> <ul style="list-style-type: none"> <li>Unstable scaffolding/nonstandard Scaffolding in use</li> <li>Handrails/mid rails/toe guards missing</li> <li>Safety harness not anchored on fixed structure</li> <li>Opening found in working platform</li> </ul>	5	2000 per violation
31	<p>Violation in Excavation Work w.r.t. to TPSMS/CSP/EXS/002</p> <ul style="list-style-type: none"> <li>Loose material falling into excavated pit</li> <li>Water logging in excavated pits / trenches</li> <li>Inadequate or no barricading</li> <li>Undercut / cave in found on sides of excavated pits</li> </ul>	4	2000 per violation
32	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	3000
34	Spillage of hazardous material/chemicals during transportation	4	4000

**Penalty for Incidents / Accidents-(R7)**

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

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Legend	Action to be taken	Responsibility	Penalty (INR)	The no. of violations shall be calculated cumulative during the contract period for all contracts in SBU, not on a monthly basis
<b>F</b>	Memo to BA and Levy of Penalty	Order Manager/Engineer in charge	200000	
<b>G</b>	Memo to BA and Levy of Penalty	Order Manager/Engineer in charge	500000	
<b>H</b>	Memo to BA, Levy of Penalty, Termination of Contract and Blacklisting the BA	Order Manager/Engineer in charge	1000000	

#### Appendix -13: CHECKLIST TO BE USED DURING SITE VISIT

<b>Checklist to be used:</b> During site visit to check the adequacy Safety systems.			
		Observation	Score* (1-5)
1	Check the adequacy of safety policy and Safety Management system of the contractor.		
2	Does the contractor have written down safety procedures?		
3	Check the records of Near miss, unsafe act, unsafe conditions, and incidents.		
4	Check the organization setup to implement the safety systems at site (safety officer, safety supervisor)		
5	Check whether safety meeting and toolbox talk carried out regularly and records maintained or not.		
6	Is the process of incident investigation adequate or not?		
7	Verify incident reporting and recording system		
8	Check the usage of equipment/tools and tackles.		
9	Check for housekeeping at site		
10	Check the use of PPEs and general behavior of workforce towards safety		
	<b>Total Score</b>		
	<b>Site Visit Score</b>		

Score\*- rating on the scale of 1-5 to be given based on the observations on site. Score of 1 is the lowest and core of 5 is the highest.

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**Appendix 14: Indicative List of High-Risk Jobs**

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

<b>Sl. No.</b>	<b>Jobs</b>
1	Transmission Line Tower Erection on columns, near live lines, In congested areas, In creeks, In the Sea.
2	Conductor Stringing on Tower Using Tensioner & Puller in the area such as Line Crossing, Near Live lines, Congested Areas, Road Crossing, Bridge Crossing, Railway line Crossing, In creeks, In the Sea
3	Cable Pulling by Using winch Machine in City and Rural Areas
4	Hot Washing of HT and Extra HT lines, Towers and switchyards equipment
5	Maintenance / Testing and Replacement of High Voltage (33 KV etc.) Switchyard equipment
6	Installation of Lifts
7	Installation of EOT Cranes
8	Tower Dismantling
9	Working on H Frame /Pole mounted Transformers
10	Excavation in operational Area having power cables in receiving station
11	Identification and spiking of cable / disconnection of cables from poles
12	Working on Electrical Panels
13	Working on live electrical switch yard, Material handling and equipment repair/installation.
14	All activities that require climbing on a pole/structures/Towers/Transformers
15	Cable laying and termination jobs
16	Excavation beyond 5 feet near existing building and structures
17	Working in confined Spaces
18	Stringing of new conductors over poles

## 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

A handwritten signature in black ink, appearing to read 'Praveer Sinha', with a horizontal line underneath.

(Praveer Sinha)  
CEO & Managing Director

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.



(Praveer Sinha)  
CEO & Managing Director

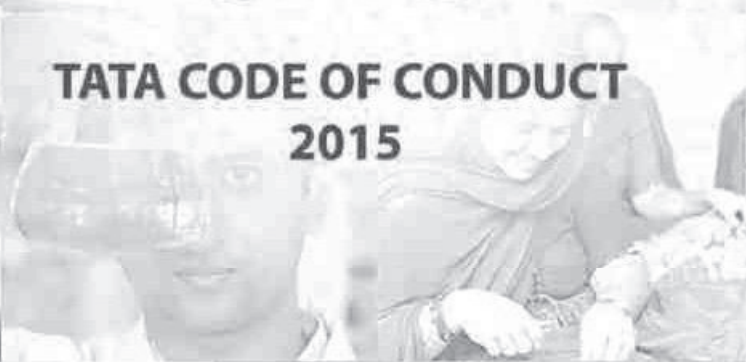
Date: 15<sup>th</sup> June, 2018







**TATA CODE OF CONDUCT  
2015**



## LEADERSHIP THAT INSPIRES

For over 100 years, the Tata group has been led by visionaries who have stayed true to the vision of the founder, Jamsetji Tata.

A vision that placed the greater good of society at par with business growth.

A vision that put into practice pioneering social initiatives that changed the way responsible business was run.

And a vision that brought into the group a strong social conscience.



We do not claim to be more unselfish, more generous or more philanthropic than other people. But we think we started on sound and straightforward business principles, considering the interests of the shareholders our own, and the health and welfare of the employees, the sure foundation of our success.

**Jamsetji Tata**  
Founder of the Tata group  
Chairman (1868 – 1904)

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## FOREWORD

Tata companies have consistently adhered to the values and ideals articulated by the Founder for over 150 years. The Tata Code of Conduct was first formalized by Mr Ratan Tata. It articulates the Group's values and ideals that guide and govern the conduct of our companies as well as our colleagues in all matters relating to business. Today, the Code is a bedrock on which we base our individual, as well as leadership commitments to core Tata values.

The Tata Code of Conduct outlines our commitment to each of our stakeholders, including the communities in which we operate, and is our guiding light when we are sometimes faced with business dilemmas that leave us at ethical crossroads. The Code is also dynamic in that it has been periodically refreshed in order to remain contemporary and contextual to the changes in law and regulations. However it remains unaltered at its core.

Our stellar reputation and success as a business entity has been defined by the powerful commitment and adherence to the core values and principles expressed in this Code, by all our employees, directors and partners. I trust every Tata colleague and Tata company will continue to not only comply with the laws and regulations that govern our business interests around the world, but will continue to set new standards of ethical conduct that will generate deep respect and inspire emulation by others.

**N. Chandrasekaran**

21<sup>st</sup> February, 2017



## A. OUR VALUES

TATA has always been values-driven. The five core values that underpin the way we conduct our business activities are:



### INTEGRITY

We will be fair, honest, transparent and ethical in our conduct; everything we do must stand the test of public scrutiny.

### UNITY

We will invest in our people and partners, enable continuous learning, and build caring and collaborative relationships based on trust and mutual respect.

### RESPONSIBILITY

We will integrate environmental and social principles in our businesses, ensuring that what comes from the people goes back to the people many times over.

### PIONEERING

We will be bold and agile, courageously taking on challenges, using deep customer insight to develop innovative solutions.

### EXCELLENCE

We will be passionate about achieving the highest standards of quality, always promoting meritocracy.

These universal values serve as the foundation for the Tata Code of Conduct. They find expression within the value system of every Tata company.

## B. SCOPE AND PURPOSE OF THIS CODE

1. This Code sets out how we behave with:
  - our employees, or those who work with us;
  - our customers;
  - the communities and the environment in which we operate;
  - our value-chain partners, including suppliers and service providers, distributors, sales representatives, contractors, channel partners, consultants, intermediaries and agents;
  - our joint-venture partners or other business associates;
  - our financial stakeholders;
  - the governments of the countries in which we operate; and
  - our group companies.
2. In this Code, “we or us” means our company, our executive directors, officers, employees and those who work with us, as the context may require.
3. The term “our group companies” in this Code typically means companies Tata Sons intends for this Code to apply to, and / or to whom Tata Sons has issued this Code.
4. This Code sets out our expectations of all those who work with us. We also expect those who deal with us to be aware that this Code underpins everything we do, and in order to work with us they need to act in a manner consistent with it.

### REMEMBER...

It is our commitment to protect our reputation and our brand equity by adhering to the values and principles set out in this Code. By doing so, we strengthen our unique culture and identity.

# OUR CORE PRINCIPLES



The Tata philosophy of management has always been, and is today more than ever, that corporate enterprises must be managed not merely in the interests of their owners, but equally in those of their employees, of the consumers of their products, of the local community and finally of the country as a whole.

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)



## C. OUR CORE PRINCIPLES

1. We are committed to operating our businesses conforming to the highest moral and ethical standards. We do not tolerate bribery or corruption in any form. This commitment underpins everything that we do.
2. We are committed to good corporate citizenship. We treat social development activities which benefit the communities in which we operate as an integral part of our business plan.
3. We seek to contribute to the economic development of the communities of the countries and regions we operate in, while respecting their culture, norms and heritage. We seek to avoid any project or activity that is detrimental to the wider interests of the communities in which we operate.
4. We shall not compromise safety in the pursuit of commercial advantage. We shall strive to provide a safe, healthy and clean working environment for our employees and all those who work with us.
5. When representing our company, we shall act with professionalism, honesty and integrity, and conform to the highest moral and ethical standards. In the countries we operate in, we shall exhibit culturally appropriate behaviour. Our conduct shall be fair and transparent and be perceived as fair and transparent by third parties.
6. We shall respect the human rights and dignity of all our stakeholders.
7. We shall strive to balance the interests of our stakeholders, treating each of them fairly and avoiding unfair discrimination of any kind.
8. The statements that we make to our stakeholders shall be truthful and made in good faith.
9. We shall not engage in any restrictive or unfair trade practices.
10. We shall provide avenues for our stakeholders to raise concerns or queries in good faith, or report instances of actual or perceived violations of our Code.
11. We shall strive to create an environment free from fear of retribution to deal with concerns that are raised or cases reported in good faith. No one shall be punished or made to suffer for raising concerns or making disclosures in good faith or in the public interest.
12. We expect the leaders of our businesses to demonstrate their commitment to the ethical standards set out in this Code through their own behaviour and by establishing appropriate processes within their companies.
13. We shall comply with the laws of the countries in which we operate and any other laws which apply to us. With regard to those provisions of the Code that are explicitly dealt with under an applicable law or employment terms, the law and those terms shall take precedence. In the event that the standards prescribed under any applicable law are lower than that of the Code, we shall conduct ourselves as per the provisions of the Code.

### REMEMBER...

"Good faith" means having a reasonable belief that the information you have provided is truthful. It does not mean having 'all the evidence' about the potential violation or case reported.

## OUR EMPLOYEES



Once you got the best people, the people who shared our values and ideals, we left them free to act on their own. We do not fetter them. We encourage them and give them opportunities for leadership.

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## D. OUR EMPLOYEES

### Equal opportunity employer

1. We provide equal opportunities to all our employees and to all eligible applicants for employment in our company. We do not unfairly discriminate on any ground, including race, caste, religion, colour, ancestry, marital status, gender, sexual orientation, age, nationality, ethnic origin, disability or any other category protected by applicable law.
2. When recruiting, developing and promoting our employees, our decisions will be based solely on performance, merit, competence and potential.
3. We shall have fair, transparent and clear employee policies which promote diversity and equality, in accordance with applicable law and other provisions of this Code. These policies shall provide for clear terms of employment, training, development and performance management.

### Q & A

**A job requirement entails extensive travel. One of the candidates has excellent relevant experience and qualifications. However, this candidate is a single parent. As a result, I feel such a situation would significantly hinder this candidate's ability to cope with the job requirement. What should I do?**

In accordance with the Code, the decision to recruit an employee should be based upon merit. We cannot make a presumption that the candidate would not be able to meet the travel requirements of the job. All eligible candidates should be provided with equal opportunity to demonstrate or justify that they can cope with the travel requirements of the job. Being a single parent cannot be a ground to be discriminated against at any stage of recruitment or ongoing employment in our company.

### REMEMBER...

We do not tolerate harassment in any form and therefore we expect every employee to discourage such misdemeanours in the workplace.

### Dignity and respect

4. Our leaders shall be responsible for creating a conducive work environment built on tolerance, understanding, mutual cooperation and respect for individual privacy.
5. Everyone in our work environment must be treated with dignity and respect. We do not tolerate any form of harassment, whether sexual, physical, verbal or psychological.
6. We have clear and fair disciplinary procedures, which necessarily include an employee's right to be heard.
7. We respect our employees' right to privacy. We have no concern with their conduct outside our work environment, unless such conduct impairs their work performance, creates conflicts of interest or adversely affects our reputation or business interests.

### Human rights

8. We do not employ children at our workplaces.
9. We do not use forced labour in any form. We do not confiscate personal documents of our employees, or force them to make any payment to us or to anyone else in order to secure employment with us, or to work with us.

### Bribery and corruption

10. Our employees and those representing us, including agents and intermediaries, shall not, directly or indirectly, offer or receive any illegal or improper payments or comparable benefits that are intended or perceived to obtain undue favours for the conduct of our business.

#### REMEMBER...

Violation by even a single employee of any law relating to anti-bribery, anti-corruption, anti-competition, data privacy, etc. could result in severe financial penalties and cause irreparable reputational damage to the company.

## Gifts and hospitality

11. Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual conflict of interest or an 'illicit payment'. Therefore, gifts and hospitality given or received should be modest in value and appropriate, and in compliance with our company's gifts and hospitality policy.

## Freedom of association

12. We recognise that employees may be interested in joining associations or involving themselves in civic or public affairs in their personal capacities, provided such activities do not create an actual or potential conflict with the interests of our company. Our employees must notify and seek prior approval for any such activity as per the 'Conflicts of Interest' clause of this Code and in accordance with applicable company policies and law.

### REMEMBER...

As a general rule, we may accept gifts or hospitality from a business associate, only if such a gift:

- has modest value and does not create a perception (or an implied obligation) that the giver is entitled to preferential treatment of any kind;
- would not influence, or appear to influence, our ability to act in the best interest of our company;
- would not embarrass our company or the giver if disclosed publicly.

The following gifts are never appropriate and should never be given or accepted:

- gifts of cash or gold or other precious metals, gems or stones;
- gifts that are prohibited under applicable law;
- gifts in the nature of a bribe, payoff, kickback or facilitation payment\*;
- gifts that are prohibited by the gift giver's or recipient's organisation; and
- gifts in the form of services or other non-cash benefits (e.g. a promise of employment).

(\*'Facilitation' payment is a payment made to secure or speed up routine legal government actions, such as issuing permits or releasing goods held in customs.)

### Working outside employment with us

13. Taking employment, accepting a position of responsibility or running a business outside employment with our company, in your own time, with or without remuneration, could interfere with your ability to work effectively at our company or create conflicts of interest. Any such activity must not be with any customer, supplier, distributor or competitor of our company. Our employees must notify and seek prior approval for any such activity as per the 'Conflicts of Interest' clause of this Code and in accordance with applicable company policies and law.

### Integrity of information and assets

14. Our employees shall not make any wilful omissions or material misrepresentation that would compromise the integrity of our records, internal or external communications and reports, including the financial statements.
15. Our employees and directors shall seek proper authorisation prior to disclosing company or business-related information, and such disclosures shall be made in

accordance with our company's media and communication policy. This includes disclosures through any forum or media, including through social media.

16. Our employees shall ensure the integrity of personal data or information provided by them to our company. We shall safeguard the privacy of all such data or information given to us in accordance with applicable company policies or law.
17. Our employees shall respect and protect all confidential information and intellectual property of our company.
18. Our employees shall safeguard the confidentiality of all third party intellectual property and data. Our employees shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.
19. Our employees shall promptly report the loss, theft or destruction of any confidential information or intellectual property and data of our company or that of any third party.

## Q&A

**I am an accountant in the finance department of my company. Due to my artistic skills, I received an offer to pen cartoons for a children's publication for which I would receive compensation. I plan to undertake this activity during week-ends. What should I do before accepting this offer?**

Before accepting the offer, you should ascertain whether the company policies and rules require you to make a disclosure to your supervisor so that the company may determine whether your undertaking this activity adversely affects our company's interests. On confirmation from the company that it does not do so, you would be free to take up the activity. It is also your duty to bring to the attention of the company whenever there is any change in the situation you have disclosed.

20. Our employees shall use all company assets, tangible and intangible, including computer and communication equipment, for the purpose for which they are provided and in order to conduct our business. Such assets shall not be misused. We shall establish processes to minimise the risk of fraud, and misappropriation or misuse of our assets.
21. We shall comply with all applicable anti-money laundering, anti-fraud and anti-corruption laws and we shall establish processes to check for and prevent any breaches of such laws.

### Insider trading

22. Our employees must not indulge in any form of insider trading nor assist others, including immediate family, friends or business associates, to derive any benefit from access to and possession of price sensitive information that is not in the public domain. Such information would include information about our company, our group companies, our clients and our suppliers.

## Q & A

**Our company has recently announced the launch of a new business initiative. In connection with this, your friend who is a journalist with a leading business newspaper has asked you to provide some information that he could cover in his forthcoming article. He has promised not to quote you, or reveal your identity. Should you be giving him this information?**

No. You should not be sharing information of this nature with the media, even if it is assured that the source would remain anonymous. Only authorised personnel in the company are permitted to speak to the media and provide information of this nature.

**Our company has a “Use of Social Media” policy that lays down the “dos and don’ts” for use of social media even if you may access such media on your own time. Why is there such a policy?**

External communication is a serious matter. It must be carefully managed because information put out with reference to our company or its businesses needs to be clear, truthful and not violate any undertakings we have given to other parties. In each business there are managers nominated to authorise and make different types of statements to the outside world. These managers should be consulted about any request for information you may receive or information you think we should give out.

In using social media, in particular blogs or social networking sites, you should exercise great caution while talking about our company or the business we do. It may feel like you are chatting with friends or expressing a personal opinion but even while doing so you cannot share any confidential information of our company.

## REMEMBER...

We must respect the property rights of others by never misusing their assets, intellectual property or trade secrets, including the copying or downloading of unauthorised software, trademarks, copyrighted material or logos. We should never make unauthorised copies of computer software programs or use unlicensed personal software on company computers.

### Prohibited drugs and substances

23. Use of prohibited drugs and substances creates genuine safety and other risks at our workplaces. We do not tolerate prohibited drugs and substances from being possessed, consumed or distributed at our workplaces, or in the course of company duties.

### Conflicts of interest

24. Our employees and executive directors shall always act in the interest of our company and ensure that any business or personal association *including close personal relationships* which they may have, does not create a conflict of interest with their roles and duties in our company or the operations of our company. Further, our employees and executive directors shall not engage in any business, relationship or activity, which might conflict with the interest of our company or our group companies.

25. Should any actual or potential conflicts of interest arise, the concerned person must immediately report such conflicts and seek approvals as required by applicable law and company policy. The competent authority shall revert to the employee within a reasonable time as defined in our company's policy, so as to enable the concerned employee to take necessary action as advised to resolve or avoid the conflict in an expeditious manner.
26. In the case of all employees other than executive directors, the Chief Executive Officer / Managing Director shall be the competent authority, who in turn shall report such cases to the Board of Directors on a quarterly basis. In case of the Chief Executive Officer / Managing Director and executive directors, the Board of Directors of our company shall be the competent authority.

### Q&A

**You are responsible for maintaining our company's customer database. One of your friends is starting a business venture and requests you to share a few particulars from this database for marketing purposes of his business. He assures you that he would keep the data as well as his source confidential. Should you do so?**

No. You should respect the confidentiality of customer information and not share any part of the database with any person without due authorisation.

**You have access to revenue numbers of different business units of our company. While having a conversation with you over evening drinks, your friend enquires about the financial performance of our company. You do not share detailed information with your friend, but share approximate revenue figures. Is this conduct of yours correct?**

No, it is not. You are not permitted to share financial information of our company with others who do not need to know this information. Financial information should always be safeguarded and disclosed only on a need-to-know basis after obtaining requisite approvals. Sharing of any price sensitive information that is not generally available with the public could also lead to violation of applicable insider trading laws.



27. Notwithstanding such or any other instance of conflict of interest that exists due to historical reasons, adequate and full disclosure by interested employees shall be made to our company's management. At the time of appointment in our company, our employees and executive directors shall make full disclosure to the competent authority, of any interest leading to an

actual or potential conflict that such persons or their immediate family (including parents, siblings, spouse, partner, children) or persons with whom they enjoy close personal relationships, may have in a family business or a company or firm that is a competitor, supplier, customer or distributor of, or has other business dealings with, our company.

### REMEMBER...

A conflict of interest could be any known activity, transaction, relationship or service engaged in by an employee, his/her immediate family (including parents, siblings, spouse, partner, and children), relatives or a close personal relationship, which may cause concern (based upon an objective determination) that the employee could not or might not be able to fairly perform his/her duties to our company.

### Examples of Potential Conflicts of Interest

A conflict of interest, actual or potential, arises where, directly or indirectly, an employee or executive director:

- (a) engages in a business, activity or relationship with anyone who is party to a transaction with our company;
- (b) is in a position to derive an improper benefit, personally or for any family member or for any person in a close personal relationship, by making or influencing decisions relating to any transaction;
- (c) conducts business on behalf of our company or is in a position to influence a decision with regard to our company's business with a supplier or customer where a relative of, or a person in close personal relationship with, an employee or executive director is a principal officer or representative, resulting in a personal benefit or a benefit to the relative;
- (d) is in a position to influence decisions with regard to award of benefits such as increase in salary or other remuneration, posting, promotion or recruitment of a relative or a person in close personal relationship employed in our company or any of our group companies;
- (e) undertakes an activity by which the interest of our company or our group companies can be compromised or defeated; or
- (f) does anything by which an independent judgement of our company's or our group companies' best interest cannot be exercised.

28. If there is a failure to make the required disclosure and our management becomes aware of an instance of conflict of interest that ought to have been disclosed by an employee or executive director, our management shall take a serious view of the matter and consider suitable disciplinary action as per the terms of employment. In all such matters, we shall follow clear and fair disciplinary procedures, respecting the employee's right to be heard.

### Examples of activities normally approved (post-disclosure) as per applicable company policy

Acceptance of a position of responsibility (whether for remuneration or otherwise) in the following cases would typically be permitted, provided the time commitments these demand do not disturb or distract from the employee's primary duties and responsibilities in our company, and are promptly disclosed to the relevant competent authority:

- (a) Directorships on the Boards of any of our group companies, joint ventures or associate companies.
- (b) Memberships/positions of responsibility in educational/professional bodies, where such association will promote the interests of our company.
- (c) Memberships or participation in government committees/bodies or organisations.

### Q & A

**You are in a relationship with a colleague who has been recently moved into your team and would now be reporting to you. What should you do?**

Romantic or close personal relationships with another employee where a reporting relationship exists and one is responsible for evaluating the other's performance, is likely to create a conflict of interest. In such a situation, you would need to report the potential conflict to your supervisor.

**Your company is submitting a proposal to a company in which you were previously employed. You have confidential information pertaining to your previous employer, which you believe will help your present employer in winning the contract. Should you share this information?**

No. You should not share this information with your company since it relates to confidential information of a third party. Your company respects its employees' duty to protect confidential information that they may have relating to their previous employers.

**You are the purchasing manager in the procurement department of your company. You receive an invitation from a supplier to attend a premier sporting event as her guest. This particular supplier is one of the vendors who has submitted a proposal for an open tender issued by your company. Should you accept the invitation?**

No. You should not accept the invitation in this instance. Since you are in a key decision-making role for the tender, any unusual benefit that you receive could be perceived as an inducement that could compromise your objectivity.

## OUR CUSTOMERS



We have continued to enjoy prosperity, even with adverse times to fight against. Our relations with all concerned are the most friendly. We have maintained the same character for straight-forward dealing with our constituents and customers. Our productions have continued to be of the same high quality, and therefore command the best reputation and realise the highest prices. ... I mention these facts only to point out that with honest and straight-forward business principles, close and careful attention to details, and the ability to take advantage of favourable opportunities and circumstances, there is a scope for success.

**Jamsetji Tata**  
Founder of the Tata group  
Chairman, Tata Sons (1868 – 1904)

## E. OUR CUSTOMERS

### Products and services

1. We are committed to supplying products and services of world-class quality that meet all applicable standards.
2. The products and services we offer shall comply with applicable laws, including product packaging, labelling and after-sales service obligations.
3. We shall market our products and services on their own merits and not make unfair or misleading statements about the products and services of our competitors.

### Export controls and trade sanctions

4. We shall comply with all relevant export controls or trade sanctions in the course of our business.

### Fair competition

5. We support the development and operation of competitive open markets and the liberalisation of trade and investment in each country and market in which we operate.
6. We shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors.
7. We collect competitive information only in the normal course of business and obtain the same through legally permitted sources and means.

### Dealings with customers

8. Our dealings with our customers shall be professional, fair and transparent.
9. We respect our customers' right to privacy in relation to their personal data. We shall safeguard our customers' personal data, in accordance with applicable law.

## Q&A

**You are the Regional Sales Manager of our company. You have become a member of an “informal group”, on an instant messaging service, whose members are the regional sales heads of our company’s competitors. The administrator of the group has requested an in-person meeting to informally discuss market conditions and brainstorm on “pricing strategy” from an industry perspective. What should you do?**

Any meeting with competitors, especially to discuss “pricing strategy”, could be an attempt to promote an anti-competitive practice or manipulate prices. You should respond by declining this invitation and exiting the “informal group”. You should also report this incident to your supervisor and your Legal department.

**You are attending a customer meeting with a colleague, and your colleague makes an untruthful statement about the company’s services. What should you do?**

You should assist your colleague in correcting the inaccuracy during the meeting if possible. If this is not possible, raise the issue with your colleague after the meeting to enable him/her or the company to correct any misrepresentation made to the customer.

**While working on a customer project, you receive a call from your colleague. He used to manage that customer account before you took over his role. He recalls that he had worked with the customer on developing a new ordering system which he thinks would be beneficial for another customer and requests you to send him the project details. What should you do?**

You must not share this information without specific approval of the customer; you are not permitted to use a customer’s assets, including software, for another customer or for any personal use.

## REMEMBER...

Striving for excellence in the standards of our work and in the quality of our goods and services is a core Tata value. It is the unwavering practice of this value that builds and sustains customer trust in our brand.

# OUR COMMUNITIES AND THE ENVIRONMENT



In a free enterprise, the community is not just another shareholder in business but is in fact the very purpose of its existence.

## Jamsetji Tata

Founder of the Tata group  
Chairman, Tata Sons (1868 – 1904)

## F. OUR COMMUNITIES AND THE ENVIRONMENT

### Communities

1. We are committed to good corporate citizenship, and shall actively assist in the improvement of the quality of life of the people in the communities in which we operate.
2. We engage with the community and other stakeholders to minimise any adverse impact that our business operations may have on the local community and the environment.
3. We encourage our workforce to volunteer on projects that benefit the communities in which we operate, provided the principles of this Code, where applicable, and in particular the 'Conflicts of Interest' clause are followed.

### The environment

4. In the production and sale of our products and services, we strive for environmental sustainability and comply with all applicable laws and regulations.
5. We seek to prevent the wasteful use of natural resources and are committed to improving the environment, particularly with regard to the emission of greenhouse gases, consumption of water and energy, and the management of waste and hazardous materials. We shall endeavour to offset the effect of climate change in our activities.

# OUR VALUE-CHAIN PARTNERS



If we had done some of the things that some other groups have done, we would have been twice as big as we are today. But we didn't, and I would not have it any other way.

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

(on the pace of expansion of the Tata group in the 1960s and 70s)





## G. OUR VALUE-CHAIN PARTNERS

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 authorised 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.

### Q & A

**You head the procurement function in our company. You have tight budgetary constraints for a project that you are working on. In order to complete the project within the targeted costs, you intend to request your supplier to provide you an exceptional discount on this project order on the understanding that you would “make it up to him” in future orders. Would you be violating the Code?**

Yes, you would. Inducement in any form, including future benefits to the supplier, could compromise your ability to act objectively and in the best interests of the company and therefore must be avoided.

### REMEMBER...

Our value-chain partners would include our suppliers and service providers, distributors, sales representatives, contractors, channel partners, consultants, intermediaries and agents; joint-venture partners and other business associates.



# OUR FINANCIAL STAKEHOLDERS



Ethical behaviour in business – in every sphere and with all constituents – has been the bedrock on which the Tata group has built, and operates, its enterprises. This has been an article of faith for the group ever since its inception, a fundamental element of our cherished heritage and the essence of our way of life.

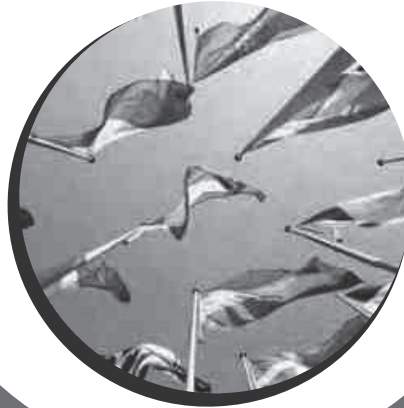
**Ratan Tata**

Chairman, Tata Sons (1991 – 2012)

## H. OUR FINANCIAL STAKEHOLDERS

1. We are committed to enhancing shareholder value and complying with laws and regulations that govern shareholder rights.
  2. We shall inform our financial stakeholders about relevant aspects of our business in a fair, accurate and timely manner and shall disclose such information in accordance with applicable law and agreements.
  3. We shall keep accurate records of our activities and shall adhere to disclosure standards in accordance with applicable law and industry standards.
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# GOVERNMENTS



Business, as I have seen it, places one great demand on you; it needs you to impose a framework of ethics, values, fairness and objectivity on yourself at all times. It is not easy to do this; you cannot impose it on yourself forcibly because it has to become an integral part of you.

**Ratan Tata**

Chairman, Tata Sons (1991 – 2012)

## I. GOVERNMENTS

### Political non-alignment

1. We shall act in accordance with the constitution and governance systems of the countries in which we operate. We do not seek to influence the outcome of public elections, nor to undermine or alter any system of government. We do not support any specific political party or candidate for political office. Our conduct must preclude any activity that could be interpreted as mutual dependence/favour with any political body or person, and we do not offer or give any company funds or property or other resources as donations to any specific political party, candidate or campaign.

Any financial contributions considered by our Board of Directors in order to strengthen democratic forces through a clean electoral process shall be extended only through the Progressive Electoral Trust in India, or by a similar transparent, duly-authorized, non-discriminatory and non-discretionary vehicle outside India.

### Government engagement

2. We engage with the government and regulators in a constructive manner in order to promote good governance. We conduct our interactions with them in a manner consistent with our Code.
3. We do not impede, obstruct or improperly influence the conclusions of, or affect the integrity or availability of data or documents for any government review or investigation.

# OUR GROUP COMPANIES



I do not think anyone was on par with Jamsetji as an industrial visionary. But that is not the sole reason why I have been an admirer of Jamsetji.

The major reason was his sense of values, sterling values, which he imparted to this group. If someone were to ask me, what holds the Tata companies together, more than anything else, I would say it is our shared ideals and values which we have inherited from Jamsetji Tata.

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## J. OUR GROUP COMPANIES

1. We seek to cooperate with our group companies, including joint ventures, by sharing knowledge, physical resources, human and management resources and adopting leading governance policies and practices in accordance with applicable law including adherence to competition law, where relevant.
2. We shall strive to achieve amicable resolution of any dispute between us and any of our group companies, through an appropriate dispute resolution mechanism so that it does not adversely affect our business interests and stakeholder value.
3. We shall have processes in place to ensure that no third party or joint venture uses the TATA name/brand to further its interests without proper authorisation.
4. Our Board of Directors shall consider for adoption policies and guidelines periodically formulated by Tata Sons and circulated to group companies.

### Q & A

**You are in the process of selecting potential vendors for an IT project in our company. In the final shortlist of two companies, one is a new start-up with limited references and a lower price-quotation, while the other is a Tata company with thirty years of implementation experience and good references, but a marginally higher quote for the same job. With all other parameters of choice being nearly equal, which company should you select for the job?**

While price is undoubtedly an important criterion for decision making, it is clearly not the only one to be evaluated. You may also need to consider good customer references, proven track record and shared value systems in order to decide on your IT partner.

**You are in the process of selecting potential vendors for a project. One of the three finalists is a group company. In reviewing the final proposals, you rank the group company second out of the three proposals based on pricing and total cost of ownership, and select the first-ranked vendor. Is this the right decision?**

Yes. You should select the vendor that, on its own merits, is the vendor that is most appropriate for your company's requirements. You should not select a group company only because of its affiliation.

## RAISING CONCERNS

We encourage our employees, customers, suppliers and other stakeholders to raise concerns or make disclosures when they become aware of any actual or potential violation of our Code, policies or law. We also encourage reporting of any event (actual or potential) of misconduct that is not reflective of our values and principles.

Avenues available for raising concerns or queries or reporting cases could include:

- immediate line manager or the Human Resources department of our company
- designated ethics officials of our company
- the 'confidential reporting' third party ethics helpline (if available)
- any other reporting channel set out in our company's 'Whistleblower' policy.

We do not tolerate any form of retaliation against anyone reporting legitimate concerns. Anyone involved in targeting such a person will be subject to disciplinary action.

If you suspect that you or someone you know has been subjected to retaliation for raising a concern or for reporting a case, we encourage you to promptly contact your line manager, the company's Ethics Counsellor, the Human Resources department, the MD/CEO or the office of the group's Chief Ethics Officer.

### Q & A

**My supervisor has asked me to do something which I believe may be illegal. I am afraid if I do not do what I am told, I could lose my job. Should I do it?**

No. Breaking the law is never an option. Discuss the situation with your supervisor to be certain that you both understand the facts. If your concerns are not resolved, contact a higher level supervisor, the Ethics Counsellor, the Legal department or report them via the company's confidential reporting system, if available.

**I feel that my supervisor is treating me unfairly for reporting a concern to the Ethics Counsellor. What should I do?**

Retaliation against anyone who raises a concern is a violation of the Code. You should therefore promptly report this action of your supervisor to the Ethics Counsellor or the MD/CEO of your company or via the company's confidential reporting system, if available.



## ACCOUNTABILITY

This Code is more than a set of prescriptive guidelines issued solely for the purpose of formal compliance. It represents our collective commitment to our value system and to our core principles.

Every person employed by us, directly or indirectly, should expect to be held accountable for his/her behaviour. Should such behaviour violate this Code,

they may be subject to action according to their employment terms and relevant company policies.

When followed in letter and in spirit, this Code is *'lived'* by our employees as well as those who work with us. It represents our shared responsibility to all our stakeholders, and our mutual commitment to each other.

### SPEAK UP...

If you are unsure whether a particular action you are about to take is consistent with the principles set forth in the Code, ask yourself:

- Could it directly or indirectly endanger someone or cause them injury?
- Is it illegal/unlawful or out of line with our policies and procedures?
- Does my conscience reject it? Does it conflict with my personal values?
- Would I feel uncomfortable if the story appeared in the media? Would it shame my company, spouse, partner, parent or child?
- Does it 'feel' wrong?

If the answer to any of these questions is "Yes", please stop and consult your reporting manager, the Ethics Counsellor, the Human Resource department, the Legal department or any member of the senior management team, to assist you in making the decision.

**When faced with a dilemma:** Stop, Think, Act Responsibly

**NOTE**

The Code does not provide a comprehensive and complete explanation of all expectations from a company standpoint or obligations from a stakeholder standpoint.

Our employees have a continuing obligation to familiarise themselves with all applicable law, group-level advisories and policies, company-level policies, procedures and work rules as relevant. For any guidance on interpretation of the Code, we may seek support from our company's Ethics Counsellor or from the group's Chief Ethics Officer, as appropriate.

All joint ventures are encouraged to adopt the Tata Code of Conduct (TCOC) or a code of conduct that incorporates all elements of the TCOC.

This version of the Tata Code of Conduct supersedes all earlier versions and associated documents and stands effective from 29<sup>th</sup> July, 2015.

For any query or clarification on the Code, please contact the office of the group's Chief Ethics Officer via email at: [ethicsoffice@tata.com](mailto:ethicsoffice@tata.com).



## TATA CODE OF CONDUCT – 2015

I acknowledge that I have received the Tata Code of Conduct.

I have read the Tata Code of Conduct and I acknowledge that as a Tata employee, I am required to comply with the guidelines described therein and failure to do so may subject me to action as per my employment terms and relevant company policies.

If I have a concern about a violation, or a potential violation of the Tata Code of Conduct, I understand that there are channels available to me in my company to report such concerns. By making use of these channels when necessary, I will play my part in maintaining the high ethical standards to which we hold ourselves.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Address: \_\_\_\_\_

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

*(Please submit this declaration to your Ethics Counsellor or the Human Resource department of your company.)*





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For further information on the Code please contact:  
 The Ethics Office,  
 Tata Sons Ltd.,  
 Bombay House,  
 24, Homi Mody Street,  
 Mumbai - 400001, India.  
 Email: [ethicsoffice@tata.com](mailto:ethicsoffice@tata.com)



**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

**Section D.3: STC additional for Open Tender**

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**Special Terms and  
Conditions Item No D.3**

1. The information contained in this Tender Document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of The Tata Power Company Limited herein referred to as Tata Power, or any of its employees, is provided to Bidder on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.
2. Tata Power also does not accept any liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender Document.
3. Tata Power, and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Enquiry and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Selection Process.
4. Tata Power may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document.
5. Though adequate care taken while issuing this Tender Document, Bidder should satisfy himself for completeness of the document in all respects. Intimation of any discrepancy should be given to Tata Power Concerned Person immediately. If no intimation received by this office within 3 days from the date of issue of the Tender Document, then Tata Power shall consider that the document received by the Bidder is complete and to the satisfaction of the Bidder in all respects.
6. Tata Power reserves the right to change any or all of the provisions of this Tender Document before date of submission. Such changes, if any, would be intimated to Authorized Person of Interested Bidder through E-Tender System only.
7. The issue of this Tender Document does not imply that Tata Power is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Contract and Tata Power reserves the right to reject all or any of the Proposals without assigning any reasons and or making any correspondence on this account whatsoever.
8. Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by Tata Power or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Tata Power shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Any Bidder wishing to undertake site visits for familiarization with site conditions, may do so. All costs towards site visits, conference and submission of documents shall be borne by the Bidder themselves.

9. No claim shall be entertained on account of disruption of internet services being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snag.
10. The decision of Tata Power Management regarding the opening of offers, evaluation and acceptance of the offer shall be final and binding on all the Bidders.
11. Tata Power reserves the right to extend the date of uploads/opening of tenders without assigning any reason thereof, and also reserves the right to distribute the work among more than one bidder.
12. Tata Power reserves the right to accept or reject any offer, and to annul the offer process and reject all offers at any time prior to award of Offer, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the Tata Power decision.
13. Tata Power reserves the right to invite open or limited tenders and when tenderers are called to accept a tender in whole or in part or reject any tender or all tenders without assigning any reasons for such action.
14. The authority for the acceptance of the tender will rest with the Tata Power. It shall be obligatory on the said authority to accept the most suitable bid or any other bid and no Bidder shall demand neither any explanation for the cause of rejection of his / their tender nor Tata Power undertake to assign reasons for declining to consider or reject any particular tender or tenders.
15. Local Conditions: It will be imperative on each Bidder to fully acquaint himself with all the local conditions and *factors* which would have any effect on the performance of the contract. Tata Power shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, of time schedule of completion of work on account of any local conditions or factor shall be entertained after the offer is accepted by Tata Power.

16. The intending bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that rates he enters in the tender papers are adequate and all inclusive, for the completion of works to the entire satisfaction of Tata Power.
17. Bidder who is Black listed / Banned / Debarred as on originally scheduled date of this bid opening or whose Agreement / Work order has been terminated on account of performance, or a bidder against whom there is adverse report about its performance under an existing contract or a bidders performance security has been forfeited by any company/organization for non-performance at any time shall not be eligible, within 5 (five) years of originally scheduled date of this bid opening by any State / Central Govt. / Govt. Undertaking / Public sector Undertaking in India for similar type of work, will not be eligible for participating in this tender. The Bidder should submit an affidavit on Letter Head (Format F1) as a proof in this regard.
18. The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.
19. Conditional and incomplete tenders shall not be accepted. Bid must be in conformity with schedules / formats of this tender.
20. At any stage if it is found that bidder
  - a. have submitted false document for the purpose of qualifying in the tender or non-execution of project as per contract,
  - b. Have not provided relevant details (for example litigation history etc)action as per Law will be taken and the pending payment, Bank Guarantee, EMD, Security amount of the bidder will be forfeited by Tata Power at any stage of execution. Also Bidder will be Blacklisted for future Tenders by Tata Power.
21. Issuance of Tender document does not construe that Bidder will be qualified for award of work.
22. Tata Power reserves the right to verify all statements, information and documents, Submitted by the Bidder in response to Tender Document. Any such verification or the lack of such verification by Tata Power to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Tata Power there under.

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

## **Section D.4: Special Conditions of Contract**

**CONFIDENTIAL**

Outline Agreement of 02 Years for excavation and associated services for carrying out Preventive and Breakdown Maintenance of EHV cables in Mumbai region. Ref. No. CC24NP040	THE TATA POWER COMPANY LIMITED	
	<b>D.4 SPECIAL CONDITIONS OF CONTRACT</b>	SHEET 1 OF 3

Sr. No.	TOPIC	PRINCIPLES OF TERMS & CONDITIONS
1	GENERAL	<p>The following <b>Special Conditions of Contract (SCC)</b> shall supplement the General Terms and Conditions - Service.</p> <p>Wherever there is a conflict, the provisions herein shall prevail over those in the "General Terms and Conditions – Service".</p>
2	CONTRACT PRICE AND CONTRACT STRUCTURE	<p>The Bid shall remain valid for <b>180 days</b> from the due date of submission of the bid. Price submitted as part of E-auction / Negotiation shall remain valid for <b>90 days</b> from date of E-auction / Negotiation.</p> <p>Notwithstanding clause above, Tata Power 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.</p> <p>Contract Price Validity: Bidders to quote for the package on Firm Price basis. OLA price/rates shall remain firm and fixed for 02 Years from the date of OLA issuance.</p> <p>Tata Power reserves the right to award the complete package or split it amongst the vendors at L-1 rates.</p>
3	COMMENCEMENT / EFFECTIVE DATE (Note: It is to be noted that commencement date, effective date and notice to proceed are one and the same.)	<p>The bidder will commence work on issue of Letter of Award (LOA) / Firm Purchase Order by TATA POWER and notice to proceed by the Order Manager.</p> <p>No equipment/material shall be delivered without specific dispatch clearance from project Manager TATA POWER.</p>
4	CONTRACT PERFORMANCE BANK GUARANTEE	<p>Successful bidder shall submit a CPBG cum PBG of Rs.15,00,000/- in format specified by Tata Power within 15 days after placement of Outline Agreement.</p> <p>This CPBG shall remain valid till completion of OLA period with additional claim period of 06 months.</p>
5	TERMS OF PAYMENT	<p>This is further to General Terms and conditions-Services Cl 8.0;</p> <p>A. No Advance Payment shall be made.</p>

<b>Outline Agreement of 02 Years for excavation and associated services for carrying out Preventive and Breakdown Maintenance of EHV cables in Mumbai region. Ref. No. CC24NP040</b>	<b>THE TATA POWER COMPANY LIMITED</b>	
	<b>D.4 SPECIAL CONDITIONS OF CONTRACT</b>	SHEET 2 OF 3

		<p>B. Payment Terms:</p> <ul style="list-style-type: none"> <li>• 100% payment shall be made within 45 days from the date of completion of services and submission of error free bills in AIRBA, duly signed by order manager.</li> <li>• Safety Retention shall be as per safety Terms and Conditions (Enclosed as Annexure to GTC).</li> </ul> <p>C. Income tax and any other statutory recoveries as applicable shall be recovered from Contractor monthly running bills and TDS certificate for the deductions shall be furnished.</p> <p>D. All payments against supply and services are subject to submission of unconditional CPBG cum PBG (as per clause 4 of SCC above) and unconditional acceptance/signing of the PO/Contract agreement.</p>
6	INSURANCE	<p>This is as per General Terms and conditions-Services Clause 12, -</p> <p>Complete Insurance will be in Bidder's scope.</p>
7	LIQUIDATED DAMAGES FOR DELAYS, NON – PERFORMANCE & OVERALL CAP	<p>LD Clause percentages specific to this package will be:</p> <ul style="list-style-type: none"> <li>• In the event of delay: 1% of Contract value per week of delay subject to maximum of 10% of Contract value.</li> <li>• Further, penalties shall also be applicable, as per Service Level Agreement (SLA).</li> </ul>
8	WORK COMPLETION PERIOD	<p>After placement of a firm PO: -</p> <p>a. For Normal / Routine Work: Work to be completed within 02 - 04 weeks from the date of order placement. Outage period (if any) and time shall be conveyed 07 days in advance for bidder to make necessary arrangements. For jobs with longer completion period, timeline to be discussed with Order Manager &amp; mutually agreed upon.</p> <p>b. For Emergency Work: BA to immediately mobilize required Manpower, Tools &amp; Tackles etc. Here emergency is indicated as equipment failure. There shall be no additional payment for the same.</p>

<b>Outline Agreement of 02 Years for excavation and associated services for carrying out Preventive and Breakdown Maintenance of EHV cables in Mumbai region. Ref. No. CC24NP040</b>	<b>THE TATA POWER COMPANY LIMITED</b>	
	<b>D.4 SPECIAL CONDITIONS OF CONTRACT</b>	SHEET 3 OF 3

9	WARRANTY PERIOD/Defect liability period	Quality of work executed shall be as per order manager's requirement. Payment shall be made only if quality of work executed is duly certified by respective order manager.
10	Total Compliance to TCOC, safety Terms & Conditions and International Safety standards	Tata Power Contractor Safety Terms and Conditions is enclosed as Annexure to the GTC. Bidder shall have to abide fully without any deviation.
11	BID SUBMISSION (In Ariba)	Bidders are requested to submit their offer in line with this Tender document, instructions given in "Tender Notice and instructions to Bidders"
12	TPSDI Training	To improve work safety and to ensure that all work force deployed at owner premises have the right orientation / induction and skills training before they undertake any work, the bidder shall accordingly plan and enrol his and sub-contractors work force to the respective skills / crafts training (Levels L1/L2/L3) offered by TPSDI.
13	Special note for Statutory requirements related to contract workmen	In addition to all prevailing admin / statutory approvals bidder to take special note of following All employees should submit medical fitness on Form No 6. ESIC / PF is mandatory for all employees deputed for the project. Police Verification / Indemnity Bond to be produced for all employees working at site.
14	Reverse Auction	<p>Tata Power reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on ARIBA portal, Tata Power's official e-tendering platform. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case Tata Power decides to go for RA. Only those bidders who are techno-commercially qualified shall be eligible to participate further in RA process.</p> <p>However, the original H1 bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.</p> <p>Date and time of e-auction will be intimated through E-Tender system to Authorized Person of eligible Bidders. Provided minimum three techno-commercially qualified bids are available.</p>



**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

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**Section D.5: Price bid**

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**D.5 Price bid:Outline Agreement of 2 years for excavation and associated services for carrying out Preventive and Breakdown Maintenance of EHV cables in Mumbai region**

Sr No	SAP Code	Short text	Qty	UoM	GST	Basic Unit Price	Total Basic Price	Applicable Taxes	All Incl Price
1 a)	4013570	ATTENDING CABLE FAULT BY EXCAVATION TRENCH<=25M Trench width and depth minimum 1.5 mtr and Joint Bay width minimum 2 mtrs	12	EA	18%		-	-	-
1 b)	4012747	EXCAVATION F/CABLE TRNCH BEYOND 25M Trench width and depth minimum 1.5 mtrs	2400	M	18%		-	-	-
2 a)	4012442	TRANSPORT SERVICE TEMPO UPTO BORIVALI/THANE	900	TRIP	18%		-	-	-
2 b)	4012444	HIRE TRUCK BORIVALI/THANE	630	TRIP	18%		-	-	-
3	4031306	Excavation in all types of soils , hard murrum and filled up debris (where other utilities like underground cables, pipes, etc. are likely to be encountered) and stacking of earth at least 3 feet away from the trench.The rate shall include clearing of vegetation, rubbish, removal of slip & falls, setting out profiles, leveling of bed & trimming of sides, supporting the existing utilities at proper spacing with adequate supports to facilitate cable laying & removing the support on completion of work. (Maximum 10 support for 25 m length), stacking the earth in a way to facilitate cable laying / jointing activities. Up to a depth of 2.5 m	12000	M3	18%		-	-	-
4 a)	4031270	Backfilling with same earth	8000	M3	18%		-	-	-
4 b)	4031271	Providing good quality murrum and backfilling with proper consolidation.	2000	M3	18%		-	-	-
4 c)	4031272	Backfilling with sand metal 1:1	2400	M3	18%		-	-	-
4 d)	4031274	Temporary backfilling with gunny bags	66000	M3	18%		-	-	-
5 a)	4031302	Debris Removal	2400	M3	18%		-	-	-
5 b)	4031286	Demolish/removal of debris of PCC	2668	M3	18%		-	-	-
6 a)	4031283	Laying PCC M15	1200	M3	18%		-	-	-
6 b)	4031318	Providing and laying Precast RCC slabs of M20 grade for inspection chambers and trenches.	240	M3	18%		-	-	-
7 a)	4031340	Laying of 160/200 mm dia pipes HDPE pipes	800	M	18%		-	-	-
7 b)	4031341	Laying of 150/200 mm dia GI pipes	500	M	18%		-	-	-
7 c)	4031342	Laying of 160/200 mm dia HDPEsplit pipes	1668	M	18%		-	-	-
8	4031275	Earth barriers for single use of bags	10000	Bag	18%		-	-	-
9	4031267	Breaking of pavement stones	1000	M2	18%		-	-	-
10	4031268	Breaking RCC Road with Pneum. Equipment	268	M3	18%		-	-	-
11	4031279	Dewatering pump bet 5HP / 10 HP shift	540	SFT	18%		-	-	-
12	4031312	Provide Air compressor w/ operator / fuel	200	SFT	18%		-	-	-

13	4031313	Provide JCB w/ operator / fuel	200	SFT	18%		-	-	-
14	4031299	M S Plates Shifting stores-site / back.	460	TO	18%		-	-	-
15	4031300	M S Plates.Transport aligning manning	460	TO	18%		-	-	-
16	4039354	PROVIDE DG SET 5KW 1PH SHFT	540	SFT	18%		-	-	-
17	4031266	Brick work for CT	240	M3	18%		-	-	-
18	4031289	12 mm thick Cement plaster 1:3	500	M2	18%		-	-	-
19	4031322	Provide / erect Scaffolding steel work	800	M2	18%		-	-	-
20	4031310	Services for misc. cable activities	7200	SFT	18%		-	-	-
21	4031311	Provide tools / Supportg of CBL f/protect	2000	M	18%		-	-	-
22 a)	4032719	Excavation of cable trench for Size 0.8 m wide x 1.20 m deep	7200	M	18%		-	-	-
22 b)	4031332	Additional for Cable trench of size 0.8 m wide x 1.50 m deep , over and above item "4032719"	600	M	18%		-	-	-
22 c)	4031333	Additional for Cable trench of size 1.0 m wide x 1.20 m deep , over and above item "4032719"	600	M	18%		-	-	-
22 d)	4031334	Additional for Cable trench of size 1.0 m wide x 1.50 m deep , over and above item "4032719"	600	M	18%		-	-	-
22 e)	4032601	Extra over and above item "4032719" for breaking weathered & hard rock/Boulders encountered at all depths in the trench.	600	M3	18%		-	-	-
23 a)	4032723	For size 0.8m wide X 1.2M deep with one HDPE pipe up to 200mm dia	200	M	18%		-	-	-
23 b)	4031337	Additional for minor crossing of size 0.8 wide x 1.50 deep with one HDPE pipe up to 200mm dia, over and above "4032723"	134	M	18%		-	-	-
23 c)	4031338	Additional for minor crossing of size 1.0 wide x 1.20 deep with one HDPE pipe up to 200mm dia, over and above "4032723"	134	M	18%		-	-	-
23 d)	4031339	Additional for minor crossing of size 1.0 wide x 1.50 deep with one HDPE pipe up to 200mm dia, over and above "4032723"	134	M	18%		-	-	-
24	4031304	Providing /laying PVC pipes 150mm	200	M	18%		-	-	-
25	4031305	Providing /laying PVC pipes 200mm	200	M	18%		-	-	-
26	4031315	Provide/laying B class 150mmGI pipe	200	M	18%		-	-	-
27	4031307	"Provide materials / Shoring up to 2.5M Once"	200	M2	18%		-	-	-
28	4031316	Providing walkway facility across trench	68	EA	18%		-	-	-
29	4031321	Provide / erect Structural steel work	32	MT	18%		-	-	-
30	4031326	Protecting cable with the help of Msplate	12	MT	18%		-	-	-
31	4059981	EXISTING PIPE CLEANING	72	M	18%		-	-	-
32	4059980	Survey Route	1334	M	18%		-	-	-
33	4031322	Measure GPS Co-ordinate	68	M2	18%		-	-	-
34	4179440	Core cutting upto 250 mm dia and thickness upto 400mm	114	EA	18%		-	-	-

35	4033502	Barricading with zebra strip as per MCGM guidelines	198	M	18%		-	-	-
36	4032601	Breaking weathered & hard rock/Boulders encountered at all depths in the trench.	720	M3	18%		-	-	-
37	4002799	PROVIDE/LAY BITUMINOUS MACADAM 75MM	360	M2	18%		-	-	-
38	4002800	PROVIDE/LAY ASPHALT CONCRETE UPTO 40MM	360	M2	18%		-	-	-
39	4171496	TRIAL PIT (2X2X2 MTR3)	1512	EA	18%		-	-	-
40	4171497	PROVIDING MANPOWER & TOOLS FOR PROTECTION ALL TOOLS AND TACKLES INCLUDING ROPES AND ACCESSORIES TO BE CONSIDERED	1440	M	18%		-	-	-
41	4171495	ENCASING CABLE W/HALF-ROUND HDPE PIPES	268	M	18%		-	-	-
42	4179329	Services for obtaining permission inclusive of liasoning with MMRDA/MCGM/Traffic Police	2016	M	18%		-	-	-
43	4179380	Providing 15 Ton Frana / Mobile Crane	90	SFT	18%		-	-	-
44	4179381	Providing Forklift 5 MT on capacity	120	SFT	18%		-	-	-
45	4179436	M40 Concrete	420	M3	18%		-	-	-
46	4179438	Groove Cutting in CC Road	60	M	18%		-	-	-
47	4179439	Breaking of FTB/STB Manually	900	M3	18%		-	-	-
48	4179441	Cable Sealing With Fire Resistant Sealant	360	M3	18%		-	-	-

<b>Total</b>
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**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

**Section E.1: Scope of work**

**CONFIDENTIAL**

# **Outline Agreement for "Excavation and Associated Services for carrying out Preventive and Breakdown Maintenance of EHV Cable in Mumbai"**

Dear Sir,

Sealed quotations are hereby invited for the above job carried out by MO-EHV Cable Department" at various sites of The Tata Power Co Ltd. in Mumbai area.

Along with this Technical Job Scope document **Indicative BOQ with relevant details** (including Item Specification) and **SLA document** (Contractors' performance Evaluation & Financial Penalties) are attached which together form Technical Job Scope document. Please note quantity indicated in Indicative BOQ document are estimated and tentative quantity only.

The successful bidder has to provide the necessary qualified manpower requirement strictly in accordance with the conditions of contract, specifications and scope of work laid down in this contract.

It is mandatory to contact any of the following at our MO\_EHV Cable Department, Distribution Division office, Senapati Bapat Marg, Lower Parel, Mumbai - 13 and fully understand the job before quoting. Bid received without fully understanding the job may be rejected.

1. Mr. Arvind H. Pophale (Mobile No. 9223582876)

## **1. SCOPE OF WORK :**

The scope of work covered by this tender is excavation and other associated services for attending Preventive & Breakdown Maintenance of 110kV & 220kV cables and 33kV cables inside switchyard within Receiving Station premises for MO-EHV Cable Department of The Tata Power Company Ltd. By manual or mechanized method as advised by the Engineer-In-Charge at any

place within Mumbai Licensed area covering the Mumbai Metropolitan Region up to the Mira-Bhayander, Kalyan, Ambarnath and Panvel (Bhokarpada RSS, NMIA, Karanjade & Waghivali Switching Stations) as well as within premises of all Receiving Stations. Scope also includes working on cables for divisional projects inside the Receiving stations premises.

## **2. PERIOD OF CONTRACT AND WORK SCHEDULE:**

Period of contract will be of two years from the date of placing out line agreement (OLA). Tata Power reserves the right to distribute the job among one or more vendors and in the ratio it deems fit.

## **3. SPECIFICATIONS OF THE WORK :**

- 3.1 Manual excavation of cable trench in any length for attending breakdown or preventive maintenance jobs in all type of Mastic/asphalt/PCC/paver road surface to expose the cable, including necessary shoring and dewatering irrespective of the extent of water and backfilling after completion of repairs and removal of excess earth, debris etc., including necessary transport arrangement for the same.
- 3.2 Barricading of exposed trench & providing warning lights and board as per MCGM/MMRDA/permitting authority norms.
- 3.3 Supporting of existing utilities, pipes, poles, trees or any other existing structure without damaging the same during excavation and backfilling.
- 3.4 Providing necessary transport and transporting of TPC's tools, tackles, tent, cables, tiles, material etc. including loading/unloading from various sites such as stores, storage yards, other sites to site of and transporting of these materials as well as surplus cable, recovered materials, cable cut pieces and any other scrap from site to company's storage yards/stores/other sites. This includes providing necessary transport and labour for loading and unloading.
- 3.5 Providing one hired vehicle with driver for 12 Hours to shift man, material & testing tools from office to respective cable site on the day of fault repair.

- 3.6 Removal/ replacement of defective cable and laying new cable including laying tiles and backfilling the trench and consolidation.
- 3.7 Providing assistance for preparation for joint pits and jointing, testing till the completion of work including recording the cable binding.
- 3.8 Round the clock protection of TPC's equipments/ material by posting of person at site during execution of works and putting up of tent, if required.
- 3.9 Submission of Reinstatement Authority letter to MCGM / other statutory authorities as applicable.
- 3.10 Removing, relaying & re-fixing (after completion of work) of cables, warning tiles of existing buried cables, curbstones, divider blocks, water tables etc.
- 3.11 Items beyond the above scope of work (i.e. from 3.1 to 3.10) such as breaking of RCC, removal of heap debris, extra excavation (i.e. beyond 25 Mtrs.), Long trenching for safeguarding and diversion (if required) and any other associated activities (for BM & PM) required to be carried out as and when require and will be paid as per the separate approved rates. The details are mentioned/included herewith for your quotation.
- 3.12 The contractor will be required to do liasioning work with all concerned statutory Authorities for obtaining JOB PERMIT for executing the awarded jobs in Mumbai & Mira-Bhayander Municipal limits and CIDCO area.

#### **4. SAFETY:**

You shall abide by the safety policies and procedures laid down by Tata Power. (Copy of Contractors safety management enclosed) You shall, for the duration of the job, provide & maintain in good order & condition all the requisite protective apparel & safety equipment for all your workmen & staff engaged for the work, and shall ensure that protective apparel/equipment are used on job, by all your workmen & staff.

Tata Power will have the full right to remove such workmen & staff, who do not follow safety rule or avoid wearing safety apparels.



You shall take adequate care about fire protection. You shall strictly follow work permit / welding permit systems, JSA, prevalent at site.

You shall, at all times, be fully responsible for any injury to any person or damage to any property, including third party, attributable to your personnel. You shall arrange to hold TATA POWER indemnified against such injury or damage caused by your personnel. Apart from these,

- 4.1 All the Contractor workmen shall be Safety L 1 training certified by Tata Power Skill Development Institute.
- 4.2 Contractors should carry out Job Hazard analysis; Tool Box Talk and onsite hazard hunt for every site and take necessary precautions.
- 4.3 For working in areas other than operational areas, contractors should ensure that non-operational area work permit is obtained from the concerned site engineer and it is validated everyday till the completion of work.
- 4.4 Contractor's workers should use all the good quality PPE's like proper colored helmets, safety shoes, gumboots with toecaps, safety belts, etc. as per site requirements.
- 4.5 Only insulated crow bars and plastic ghamelas should be used for all excavation activities.
- 4.6 A wooden ladder of suitable size must be provided and used for entering and exit from the trench.
- 4.7 All electrical equipment including lighting arrangements must be provided with ELCB as specified by Tata Power Site Engineer.
- 4.8 The contractor must take all steps required for safe completion of work in respect of Manpower equipment, existing utilities, traffic and pedestrians. The contractor must take in to consideration of all necessary safety precautions to be taken during the execution of work while quoting. No additional claims will be entertained on this count.
- 4.9 Contractor should maintain safety statistics such as LWDC, FAC, Near Miss, etc.
- 4.10 Contractor should have a Safety Work Plan at the site. Contractor should have an Orientation and training program for his workmen.

- 4.11 Contractor should impart specific skill set training to their workforce (i.e. welding, crane operator, rigger, equipment operators, confined space, deep excavation, work at heights, scaffolding etc) and maintain the records of the same.
- 4.12 Contractor should have competent supervisor staff with requisite expertise at all the time and on all the sites.
- 4.13 Contractor should have trained safety professionals (safety Officers, Safety Stewards) on his payroll.
- 4.14 Contractor employees should be trained and made aware of safety rules and applicable safe work practices. Records of the training of safe work practices to be maintained.
- 4.15 Contractor should audit his site workforce for compliance to safety rules and applicable safe work practices. Records of the same to be maintained.
- 4.16 In case of major safety breach, contractor will not be given any job till the period as seemed fit by the competent authority.

## 5. **Special Terms & Conditions**

- 5.1 All Contractor workmen shall abide rules and statutory compliances laid down by Tata Power Co. Ltd. One of the mandatory clause is to have Police Verification done for all the workmen specially while working in Tata Power premises.
- 5.2 Excavation of Trench with all activities as stated in Item 3.1 to 3.10 should be completed within 10 days of commencement of work. A penalty may be levied per day for delays beyond the scheduled period of 10 days and the decision of Engineer-In-Charge in this regard will be final and binding on the contractor.
- 5.3 In case the progress or quality of work is not satisfactory the work will be got done through another agency and no payment will be made for the work already completed. The decision of Engineer-In-Charge in this regard will be final and binding on the contractor.
- 5.4 Any penalty arising out of non compliance of various norms and guidelines issued by MCGM / MMRDA / PWD / RTO or any of the

permitting authority will be recovered from the contractor's bills. The decision of Engineer-In-Charge in this regard will be final and will be binding in such cases.

- 5.5 If excavation is beyond 25 Mtrs. in length for breakdown jobs, then unit rate quoted for the job will be considered on per meter basis for the additional length of excavation and no extra amount will be paid for the job mentioned in Item 3.
- 5.6 Use of Mechanized equipment for excavation, Reinstatement of trenches and other associated works/services will be paid as per schedule rates.
- 5.7 In case contractor fails to remove the excess earth / debris from site, penalty will be levied on per truck load of debris will be recovered from the contractor's bills in addition to any penalty levied by Statutory Authorities for non removal of debris.
- 5.8 Transportation beyond TWO trips would be paid as per the approved schedule rates.
- 5.9 In case of damage to any other utility during excavation carried out, the cost of repairs and penalty, if any, shall be charged to the contractor's account.
- 5.10 Theft of TPC's equipment / material at site shall be charged to the contractor's account.
- 5.11 The contractor shall maintain necessary co-ordination with Municipal and Traffic Police Authorities during the progress of the work.
- 5.12 The salaries and wages paid to the personnel deployed by the contractor shall be as per Minimum Wages Act. The Contractor shall fully comply with all the statutory requirements in connection with the administering of ESIS, workmen compensation, Provident Fund, HRA, Bonus, Gratuity and other statutory requirements as applicable. Details of ESIC and PF Registration Number should be submitted along with bids.

## **6. SECURITY:**

You shall strictly follow security instruction at premises/site and proper control on movement of your men/ materials, entry of your personnel in company premises shall be with valid entry passes only, issued & approved by Company's security. You shall implement, at your cost, the procedures for entry passes, which have to be revalidated at the beginning of every month .At the end of the contract period, all the entry passes shall be deposited by you with Company's Administration Dept.

You shall record entry of all incoming materials, at Company's Security Gate, as no materials including those which are returnable, will be permitted to be removed, if not recorded at the time of entry. All materials shall be taken out of Company premises, against valid Gate passes only.

## **7. WORKMAN'S COMPENSATION POLICY / CONTRACT LABOUR ACT:**

You shall be solely liable for any accident or injury or loss of life or damage / suffering to its personnel on any account, including militant / terrorist or similar activity that may happen to any of your personnel engaged in connection with performance of this Contract, including any consequential damages. Tata Power shall not be liable in respect of any damage or compensation payable as per law in respect of, or in consequence of any accident or injury to any personnel in your / your sub-contractors employment and you shall indemnify and keep indemnified Tata Power against all such claims, damages, compensations and such proceedings which may be sought against The Tata Power Company Ltd.

You shall forthwith report in writing to Tata Power all cases of accidents to any of your / your sub-contractors personnel and shall make every arrangement to render complete assistance and aid to the victims of the accidents. You will take insurance for your own workers / contract workers to cover under Workmen's Compensation act and shall rigidly follow all the stipulations for Contract Labour Act. Insurance Policy under Workmen's

Compensation Act shall, cover your employees, all construction equipment and third party liability. In respect of all labour, directly or indirectly, employed by you at site you shall comply with the provisions of all legislation and rules of the State / Centre or other local authority, framed from time to time governing the protection of health, sanitary requirements, wages, welfare, amenities like drinking water, first aid and other medical help and safety for your / your sub-contractors labour employed on such work. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of registers, workmen's compensation etc will be deemed to be part of the Contract and shall be strictly complied with by you. You shall at all times indemnify and keep indemnified TATA POWER against all claims for compensation under the various labour rules and regulations. You shall arrange transport facility for attending duty and return. You shall arrange at your cost necessary medical facilities at Site for your / your sub-contractors personnel.

You shall ensure total compliance with all statutory requirements, laws and / or acts and shall duly indemnify Tata Power from any liability whatsoever arising out of non-compliance of such statutory requirements, laws and / or acts. Further, Tata Power shall reserve the right to withhold adequate retention money against payment due to you in the event you are found to be not complying with any of the terms and conditions, in reference to the above, including statutory conditions, whatsoever applicable. You shall obtain necessary labour license before commencement of the work and shall bear all liabilities in this regard. You shall submit monthly returns to authorities in Tata Power confirming payments of minimum wages along with other statutory benefits including P.F. & ESI etc, to the personnel deployed by them as well as their sub-contractors at the site in accordance with applicable laws (You must separately intimate Tata Power their P.F. & ESIC no. along with the acceptance of this order).

Retrenchment of workmen, if any, done by you shall be in accordance with the applicable laws and all payouts shall be borne by you. Under no circumstances Tata Power shall be held responsible for payment to your / your sub-contractors personnel. Further, Tata Power shall not be held

responsible for non-compliance of PF, ESI or other statutory laws and procedures applicable to Workman employed by your / your sub-contractor. New legislation #The Micro, Small and Medium Enterprises Development Act, 2006# (MSM Act) has been enacted and made effective from 2nd October'2006. The Interest on Delayed Payments to Small Scale and Ancillary Industrial Undertaking Act, 1993 is repealed.

Vendors are requested to inform Tata Power if they fall under #The Micro, Small and Medium Enterprises Development Act, 2006# legislation and give us the registration number and date to enable us to take necessary care. The vendors are also requested to mention the same on their invoice / bill.

**8. Measurement of work:**

You & Tata Power Company shall jointly measure the actual quantities of work done against each item, as per standard mode of measurements, within a week of completion of work, & field measurements shall be duly approved by TATA POWER COMPANY.

Orders against this contract will be released by Divisional Head or Departmental Head or may be Nodal Head. All future correspondence regarding this Order shall be addressed to the above mentioned person. Also, bills to be submitted to the above mentioned person.

**9. Financial Penalties:**

The Contractors performance will be evaluated after completion of each work by the Engineer In Charge and financial penalties will be recovered from the bills as per details given in SLA and Safety T&C. The decision of the Engineer-In-Charge shall be final and binding on the contractor in this matter.

**10. HOUSE KEEPING:**

You shall undertake to maintain continuously the areas of your work neat and tidy, and return regularly the scrap (saleable & the balance separately) to areas at the site as designed by Tata Power's Stores, using your own

transport arrangements. Should it be felt necessary, at any stage, Tata Power reserves the right to get required works done by other agencies & back charge the cost to you with overheads.

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

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**Section E.2: Service Level Agreement**



**SLA for Excavation and Associated Services for carrying out Preventive and Breakdown Maintenance of EHV Cable in Mumbai**

Key Service Requirement	SLA Parameter	Penalty / Reward	Pre Requisites / Conditions
<p>1) Manual excavation of cable trench in all types of soil/surfaces to repair the faulty cable.</p> <p>2) Use of mechanised equipment for excavation, dewatering, reinstatement of trenches and other miscellaneous jobs will be paid as per schedule rates.</p>	Excavation of 25mtrs. in length	<p>1) If excavation is beyond 25mtrs. in length, then Unit rate quoted for the job will be considered on per mtr. basis</p> <p>2) A penalty of Rs. 5000/- will be levied per day for delays beyond the scheduled period of 48 hrs. and the decision of Engineer-in-charge in this regard will be final and binding on the contractor.</p> <p>3) In case, the contractor fails to remove the excess earth / debris from site, within 48 hrs, after the fault repair , a penalty of Rs.4000/- per day will be charged.</p>	The site of jointing will be mostly on public foot paths or carriage ways belonging to the Municipal Corporation or other local authorities such as Mumbai Port Trust and Railways, Mira Bhayander Nagar Palika, PWD & MMRDA. The site will be within Mumbai City area, Kalyan, Mankhurd, Virar & Panvel Ixora. Vendor shall not be penalised for reasons beyond their control (Refer Annexure "A")
Supporting / safeguarding of existing utilities like Gas pipes, cables etc.	Protect in safe condition so as not to damage them	In case of any damage to other utility during excavation carried out, the cost of repairs and penalty, if any, shall be charged to the Contractor and no score as per Annexure "C" Sr. No. 3d (Quality of Execution).	Proper supporting structures, tools and ropes as required to be used to safeguard it.
Contractor shall depute responsible & experience supervisor at site.	The Supervisor shall be well trained with minimum experience of five year in the relevant nature of work. It is expected that he should also be familiar with all safety & security norms as per TPC requirement.	Penalty for theft of TPC equipment/material at site will be charged to the contractor's account and no score as per Annexure "C" Sr. No. 1a to 1f (Safety)	The supervisor should be present from the commencement till completion of job to ensure safety and round the clock protection of TPC material on site.
The Contractor shall maintain necessary coordination with Municipal and traffic Police Authorities.	Contractor shall have necessary liaisoning capabilities	NIL	It is expected that contractor and their supervisor should be able to interact with local authority and have capability to co-ordinate smoothly for execution of job.
Barricading of exposed trench & providing warning lights, sign boards for safety purposes & as per requirements of MCGM.	As per requirement of the MCGM, MMRDA, PWD and other local authorizing/permitting utilities & authorities	<p>1) If no barricading / no cordon off at site then penalty of Rs.1000/- for upto 25 mtrs of trench and Rs.100 per mtr. thereafter will be levied.</p> <p>2) If no warning lights / sign boards not provided at site then penalty of Rs.200/- per day will be levied.</p> <p>3) The contractor is liable to pay for damages done to equipment, cables or property during execution of the work the penalty will be levied as per Annexure "C" Sr. No. 3d</p>	Barricading and other arrangements should be as per standard trenching guidelines of statutory authorities.
Transportation of jointing materials and jointer tool box, tent frame, tarpaulin as well as return transport of scrap, faulty cable piece and excess jointing material from the site to Stores.	Cable, Tiles and jointing kits along with accessories would be provided by TPC	In case of failure of providing transport during breakdown jobs, penalty of double charge of approved transport rate will be levied on trip basis.	Transportation beyond two trips will be paid as per the approved rates.

**SLA for Excavation and Associated Services for carrying out Preventive and Breakdown Maintenance of EHV Cable in Mumbai**

Key Service Requirement	SLA Parameter	Penalty / Reward	Pre Requisites / Conditions
Availability of required Tools, PPE in good condition. No work will be carried with out PPE	100% Compliance	Penalty as per Annexure "C" of Sr. No. 1a,1b,1c	List of required Tools / PPEs is attached as Annexure B. In case vendor does not provide tools / PPE, Tata Power shall provide the same and penalty shall be levied.
Salaries and wages paid to the personnel deployed by the contractor shall be 10 % more than the rates as per Minimum Wages Act.	Contractor follow the ESIC, Workmen Compensation, Provident Fund, HRA, Bonus, Gratuity and other statutory requirements as applicable.	Non compliance of the same will lead to termination of contract.	ESIC and PF registration number should be submitted along with bids.
Emergency Response Time	Contractor should arrange manpower with material and made them available for attending faults under emergency condition at any given point of time within 3 Hours.	A penalty of Rs. 20,000 will be applicable towards non compliance and same will deducted from its next working order.	Sufficient resources should be alltime available with contractors to meet such emergency.

**AGREEMENT SIGNED ON BEHALF OF**

	The Tata Power Ltd	Service Provider
SIGNATURE		
NAME		
DESIGNATION		

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

**Section E.3 Bill of Quantity (BOQ)**

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<b>BOQ-Outline Agreement of 2 years for excavation and associated services for carrying out Preventive and Breakdown Maintenance of EHV cables in Mumbai</b>				
Sr No	SAP Code	Short text	Qty	UoM
1 a)	4013570	ATTENDING CABLE FAULT BY EXCAVATION TRENCH<=25M Trench width and depth minimum 1.5 mtr and Joint Bay width minimum 2 mtrs	12	EA
1 b)	4012747	EXCAVATION F/CABLE TRNCH BEYOND 25M Trench width and depth minimum 1.5 mtrs	2400	M
2 a)	4012442	TRANSPORT SERVICE TEMPO UPTO BORIVALI/THANE	900	TRIP
2 b)	4012444	HIRE TRUCK BORIVALI/THANE	630	TRIP
3	4031306	Excavation in all types of soils , hard murrum and filled up debris (where other utilities like underground cables, pipes, etc. are likely to be encountered) and stacking of earth at least 3 feet away from the trench.The rate shall include clearing of vegetation, rubbish, removal of slip & falls, setting out profiles, leveling of bed & trimming of sides, supporting the existing utilities at proper spacing with adequate supports to facilitate cable laying & removing the support on completion of work. (Maximum 10 support for 25 m length), stacking the earth in a way to facilitate cable laying / jointing activities. Up to a depth of 2.5 m	12000	M3
4 a)	4031270	Backfilling with same earth	8000	M3
4 b)	4031271	Providing good quality murrum and backfilling with proper consolidation.	2000	M3
4 c)	4031272	Backfilling with sand metal 1:1	2400	M3
4 d)	4031274	Temporary backfilling with gunny bags	66000	M3
5 a)	4031302	Debris Removal	2400	M3
5 b)	4031286	Demolish/removal of debris of PCC	2668	M3
6 a)	4031283	Laying PCC M15	1200	M3

6 b)	4031318	Providing and laying Precast RCC slabs of M20 grade for inspection chambers and trenches.	240	M3
7 a)	4031340	Laying of 160/200 mm dia pipes HDPE pipes	800	M
7 b)	4031341	Laying of 150/200 mm dia GI pipes	500	M
7 c)	4031342	Laying of 160/200 mm dia HDPEsplit pipes	1668	M
8	4031275	Earth barriers for single use of bags	10000	Bag
9	4031267	Breaking of pavement stones	1000	M2
10	4031268	Breaking RCC Road with Pneum. Equipment	268	M3
11	4031279	Dewatering pump bet 5HP / 10 HP shift	540	SFT
12	4031312	Provide Air compressor w/ operator / fuel	200	SFT
13	4031313	Provide JCB w/ operator / fuel	200	SFT
14	4031299	M S Plates Shifting stores-site / back.	460	TO
15	4031300	M S Plates.Transport aligning manning	460	TO
16	4039354	PROVIDE DG SET 5KW 1PH SHFT	540	SFT
17	4031266	Brick work for CT	240	M3
18	4031289	12 mm thick Cement plaster 1:3	500	M2
19	4031322	Provide / erect Scaffolding steel work	800	M2
20	4031310	Services for misc. cable activities	7200	SFT
21	4031311	Provide tools / Supportg of CBL f/protect	2000	M
22 a)	4032719	Excavation of cable trench for Size 0.8 m wide x 1.20 m deep	7200	M
22 b)	4031332	Additional for Cable trench of size 0.8 m wide x 1.50 m deep , over and above item "4032719"	600	M
22 c)	4031333	Additional for Cable trench of size 1.0 m wide x 1.20 m deep , over and above item "4032719"	600	M
22 d)	4031334	Additional for Cable trench of size 1.0 m wide x 1.50 m deep , over and above item "4032719"	600	M
22 e)	4032601	Extra over and above item "4032719" for breaking weathered & hard rock/Boulders encountered at all depths in the trench.	600	M3
23 a)	4032723	For size 0.8m wide X 1.2M deep with one HDPE pipe up to 200mm dia	200	M

23 b)	4031337	Additional for minor crossing of size 0.8 wide x 1.50 deep with one HDPE pipe up to 200mm dia, over and above "4032723"	134	M
23 c)	4031338	Additional for minor crossing of size 1.0 wide x 1.20 deep with one HDPE pipe up to 200mm dia, over and above "4032723"	134	M
23 d)	4031339	Additional for minor crossing of size 1.0 wide x 1.50 deep with one HDPE pipe up to 200mm dia, over and above "4032723"	134	M
24	4031304	Providing /laying PVC pipes 150mm	200	M
25	4031305	Providing /laying PVC pipes 200mm	200	M
26	4031315	Provide/laying B class 150mmGI pipe	200	M
27	4031307	"Provide materials / Shoring up to 2.5M Once"	200	M2
28	4031316	Providing walkway facility across trench	68	EA
29	4031321	Provide / erect Structural steel work	32	MT
30	4031326	Protecting cable with the help of Msplate	12	MT
31	4059981	EXISTING PIPE CLEANING	72	M
32	4059980	Survey Route	1334	M
33	4031322	Measure GPS Co-ordinate	68	M2
34	4179440	Core cutting upto 250 mm dia and thickness upto 400mm	114	EA
35	4033502	Barricading with zebra strip as per MCGM guidelines	198	M
36	4032601	Breaking weathered & hard rock/Boulders encountered at all depths in the trench.	720	M3
37	4002799	PROVIDE/LAY BITUMINOUS MACADAM 75MM	360	M2
38	4002800	PROVIDE/LAY ASPHALT CONCRETE UPTO 40MM	360	M2
39	4171496	TRIAL PIT (2X2X2 MTR3)	1512	EA
40	4171497	PROVIDING MANPOWER & TOOLS FOR PROTECTION ALL TOOLS AND TACKLES INCLUDING ROPES AND ACCESSORIES TO BE CONSIDERED	1440	M
41	4171495	ENCASING CABLE W/HALF-ROUND HDPE PIPES	268	M
42	4179329	Services for obtaining permission inclusive of liasoning with MMRDA/MCGM/Traffic Police	2016	M
43	4179380	Providing 15 Ton Frana / Mobile Crane	90	SFT

44	4179381	Providing Forklift 5 MT on capacity	120	SFT
45	4179436	M40 Concrete	420	M3
46	4179438	Groove Cutting in CC Road	60	M
47	4179439	Breaking of FTB/STB Manually	900	M3
48	4179441	Cable Sealing With Fire Resistant Sealant	360	M3

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC24NP040*

*Document Date: 10<sup>th</sup> January' 2024*

**Section F: Other formats / templates**

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**FORMAT F.1**

**AFFIDAVIT (ON LETTER HEAD)**

I, ..... S/o ..... Director of M/s.....  
..... having its registered office at ..... do hereby solemnly affirm and  
declare as follows:

1. That I have been authorized to execute this affidavit on behalf of this company by the Board of Directors vide its resolution passed on .....
2. That Tata Power vide advertisement published in ..... had invited offers for Tender Reference No \_\_\_\_\_.
3. That in response to the said advertisement as stated in paragraph (2) above, our firm has submitted its proposal to Tata Power.
4. That the proposals of our firm M/s ..... containing necessary information and particulars furnished as response to the Tender Document.
5. That our firm have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against our firm, nor our firm have been expelled from any project or contract by any public authority or private firm nor have had any contract terminated by any public authority or private firm for breach of our part.
6. That our firm during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us.

That the statements made in paragraph 1 to 6 of the foregoing affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act / laws in force.

Stamp:

Sign:

Name:

Place and date:

Note: In case of any arbitration / judicial proceeding / legal litigation initiated against or by the bidder in last three years then the same have to Annexed to this Affidavit

**FORMAT F.2**

**PROFROMA OF LETTER OF UNDERTAKINGS  
(To be submitted by the Bidder along with his Bid)**

**ON BIDDER'S LETTER HEAD**

**Ref..... Date.....**

To

Head – Procurement

The Tata Power Company Limited, Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station, Near Hotel Leela, Sahar Airport Road, Andheri East, Mumbai-400059

Dear Sir,

I / We have read and examined the entire Tender Document to the ..... (Full scope of work)

I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of 180 days from the date of bid opening i.e. up to .....

I / We hereby further undertake that during said period.

I / We shall not vary/alter or revoke my / our Bid.

This undertaking is in consideration of Tata Power agreeing to open my Bid and consider and evaluate the same for the purpose of award of work in terms of provision of tender specifications.

Should this Bid be accepted, **I / We** also agree to abide by and fulfill all the terms & conditions of provision of the above mentioned bid documents.

Signature along with Seal of Co.....

(Duly authorized to sign the Tender on behalf of the Bidder)

Name .....

Designation .....

E-mail (used in E-Tender):

Name of Co. ....

(In Block Letters.)

## **FORMAT F.3**

### **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, Tata Power intends to use the reverse auctions through E-Tender system 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. Tata Power shall log-in to the authorized representative of the bidder.
2. Tata Power will make every effort to make the bid process transparent. However, the award decision including sharing of work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of Tata Power, 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 Tata Power.
6. Tata Power 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 Tata Power.
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 Tata Power 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 Tata Power.
12. Detailed price split of E-auction price will be submitted within 24 hours from completion of E-auction. If not submitted, 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**

#### **FORMAT F.4**

Format of BID BG / EMD

Whereas (Name of the Contractor), a Company incorporated under the Indian Companies Act 1956, having its Registered office at \_\_\_\_\_, (hereinafter called the "BIDDER") has in response to your Invitation to Bid against Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_, for (name of work), offered to supply and/or execute the works as contained in Employers letter dated \_\_\_\_\_.

AND WHEREAS BIDDER is required to furnish to you a Bank Guarantee for the sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_ only) as Earnest Money against Bidder's offer as aforesaid.

AND WHEREAS we, (name of the bank) having our Registered Office at \_\_\_\_\_ and Branch office at \_\_\_\_\_, have at the request of Bidder, agreed to give you this Guarantee as hereinafter contained.

NOW THEREFORE, in lieu of earnest money deposit, we, the undersigned, hereby covenant that the aforesaid Bid of the BIDDER shall remain open for acceptance by you during the period of validity as mentioned in the Bid Document or any extension thereof as requested by you and if Bidder shall for any reason back out, whether expressly or impliedly, from this said Bid during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of the sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_ only) on demand and without demur and notwithstanding the existence of any dispute between you and the BIDDER in this regard and we hereby further agree as follows:

- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid

document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.

- (d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.
- (e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till \_\_\_\_Days ( \_\_days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.
- (g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
- (h) 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 and shall be extended from time to time for such period or periods as may be desired by you. 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 date), we shall be discharged from all liabilities under this guarantee thereafter.
- (i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**

Notwithstanding anything contained herein above:

- a) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only).
- b) This Bank Guarantee shall be valid upto ----- 200.
- c) Our Liability to make payment shall arise and we are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- 200.

**FORMAT F.5**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

**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 signatories to the guarantee on the Bank's letter head.**

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The Tata Power Co Ltd  
34,Sant Tukaram Road  
Carnac Bunder,  
Mumbai 400 009

**Our Letter of Guarantee No.....**

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

- 1.0 You have entered into a Contract No..... with.....  
.....(hereinafter referred to as " the Vendor" )  
for the supply and delivery of ..... (hereinafter  
referred to as "the said equipment") for the price and on the terms and  
conditions contained in the said contract.
- 2.0 In accordance with the terms of the said contract, " the Vendor" has  
agreed to furnish you with an irrevocable and unconditional bank  
guarantee in a form and from a bank acceptable to you as security for the  
due performance by " the Vendor" of all his contractual obligations under  
the said contract in an amount equal to 10% (ten percent) of the total value  
of the contract to be valid from the date of contract and up to \_\_ months  
from the date of satisfactory commissioning of the said equipment into  
service or \_\_ months from the date of delivery whichever is earlier.
- 3.0 In consideration thereof, we, ..... hereby irrevocably and  
unconditionally guarantee to pay to you on demand and without demur and  
without reference to " the Vendor" such amount or amounts not exceeding  
the sum of Rs.....(Rupees .....  
only) being 10% (ten 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 judgement.

- 4.0 You shall have the right to file/make your **claim** on us under the guarantee for a **further period of six months** from the said date of expiry.
- 5.0 This guarantee shall not be revoked without your 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 of any powers vested in you or any right which you may have against “ the Vendor” and to exercise the same in any manner at any time and either to enforce or forbear to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or 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.
- 6.0 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.
- 7.0 This guarantee shall not be affected by any change in the constitution of our Bank or “ the Vendor” or for any other reason whatsoever.
- 8.0 Any claim/extension under the guarantee can be lodged at issuing outstation branch or at Mumbai branch and also become payable at our issuing outstation bank or at the Mumbai branch as per confirmatory letter/letters of the concerned bank branches as attached. **(This Confirmatory letter is to be obtained from Mumbai Branch by the vendor and submitted along with the Performance Bank Guarantee and is applicable for PBG submitted from Banks located outside Mumbai).**
- 9.0 Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs..... (Rupees ..... only ) and the guarantee will remain in force up to and including .....(Date) and shall be extended from time to time for such period or periods as may be desired by “ the Vendor” .
- 10.0 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 .....199 .



## Vendor Registration Form

## Corporate Contracts

To be Filled in Block letters By Vendor. Note **Annexure 1 - CSM F1** is Mandatory for Service / Composite Vendor Registration

**MATERIAL** 
**SERVICE** 
**COMPOSITE** 
**CONSULTANT**

Title (M/S., Mr., Mrs., Dr.) *							
Company Name (35 Char) *							
Country code - Mobile No *							
Country Code - Tel. No *							
Country Code - Fax No							
Email ID *							
Street / House No *							
Country *		State *		District *			
City *		Pin code *		Language			
Category	General		MOEF		SC / ST		
	Related Party		MSME / SSI		OBC/Others		
<b>Bank Details (all details to be filled for enabling NEFT Transfer)</b>							
Name of Bank *							
Bank Details ID *		PAN Number *					
Account No. *		Account Holder *					
Bank Key *		Bank Country *					
MICR Code * (Attach Cancelled Cheque)							
IFSC Code *							
IBAN *							
Payment thro RTGS/NEFT*							
<b>Quality / Safety Systems (Mandatory for Service and Composite Vendor Registration)</b>							
OHSAS 18001 Certified		Risk Management Process					
ISO 9001 Certified		ISO 14001 / EMS Certified					
<b>Declaration and Vendor Authorized Signature</b>							
<p>I / We certify that the information furnished above is correct and complete to the best of my/our knowledge and belief. If at any time, I / We are found to have concealed any material information or given any false details, my/our registration shall be liable to summary termination without notice or compensation. I / We are not related to any employee of Tata Power .</p> <p>We have also received a copy of your Tata Code Of Conduct. We hereby confirm that we have read the same and understand the need to follow the same in Spirit and Letter. If we have any concerns we shall bring the same to the notice of your Chief Ethics Officer. Email: <a href="mailto:cecounsellor@tatapower.com">cecounsellor@tatapower.com</a>, * Copy also available on our website <a href="http://www.tatapower.com/aboutus/code-of-conduct.aspx">http://www.tatapower.com/aboutus/code-of-conduct.aspx</a></p>							
Name *							
Designation *							
Email *							
Signature & Company Seal *							



**ERP Vendor India Requirement - Taxation Registration Details**

LST / VAT Registration No.	
LST / VAT Registration Date	
CST / TIN Registration No.	
CST / TIN Registration Date	
Service Tax Registration. No.	
Service Tax Registration Date	
Excise Registration No.	
Excise Registration. Date	
Provident Fund No.	
ESI Registration No.	
MSME / SSI Registration No.	
MSME / SSI Registration Date	

**Mandatory For SERVICE & COMPOSITE (Material + Service) Vendor Registration**

Annexure 1 - CSM F1-'Safety Category Qualification Form	YES		NO		N / A	
OSHAS 18001 Certificate	YES		NO		N / A	
ISO 9001 Certificate	YES		NO		N / A	
ISO 14001 / EMS Certificate	YES		NO		N / A	
Safety Organization Structure	YES		NO		N / A	
Safety Training Process	YES		NO		N / A	
Safety Policy	YES		NO		N / A	
Safety Statistics	YES		NO		N / A	
Address of sites where WIP	YES		NO		N / A	

**Check List of Documents enclosed (To be filled by the Vendor)**

PAN Card Copy	YES		NO		N / A	
VAT / CST / TIN Registration Certificate	YES		NO		N / A	
Service Tax Registration Certificate (for services)	YES		NO		N / A	
Certificate of Incorporation / Partnership Deed etc	YES		NO		N / A	
Signed Conflict of Interest Declaration	YES		NO		N / A	
MSME Industry Registration (Mandatory if applicable)	YES		NO		N / A	



## Evaluation Sheet

(To be filled by **Requisitioner** - After Checking & Verifying Page 1 to 2 and Annexure 1 - CSM F1 Form)

Whether mandatory requirements are filled/attached and verified?	YES		NO		If No, explain reason for waiver in evaluation area	
If registration is for Services also, whether CSM F1 Form has been completed? Documents attached CSM F1 - Safety Category Qualification Form	YES		NO		N / A	
OHSAS 18001/ ISO 9001 / ISO 14001 Certificate	YES		NO		N / A	
Safety Organization Structure	YES		NO		N / A	
Safety Training Process	YES		NO		N / A	
Safety Policy	YES		NO		N / A	
Safety Statistics	YES		NO		N / A	
Evaluation Process Report	YES		NO		N / A	
Company Code & Description -						

Requested By		Approved by (HOD)	
Name		Name	
Signature		Signature	
Department		Department	
ERP Vendor Company Codes			
Company Code *		Sort Key *	
Reconciliation A/C *		Check Double Invoice	
With Holding Tax Country		With Hold Tax	
Terms of Payment		Payment Methods	
ERP Vendor Purchasing Organization			
Purchasing Organization *		Order Currency *	
Schema Group *		Sales Person *	
ABC Indicator *		Terms of Payment	
Service Based Invoice		GR Based Invoice	



## ANNEXURE – 1 (CSM F1 - Safety Category Qualification Form)

Type of Vendor - Service / Composite (Material + Service)

Name of the Vendor -

No	Safety Information	Remarks	Attachments		
<b>1</b>	<b>Certificate</b>				
1A	OHSAS : 18001	Yes / No			
1B	ISO : 14001	Yes / No			
1C	ISO : 9001	Yes / No			
<b>2</b>	<b>Safety Statistics for Last Three (03) Years</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
2A	LTIFR – Lost Time Injury Frequency Rate	Yes / No			
2B	LTISR – Lost Time Injury Severity Rate	Yes / No			
<b>3</b>	<b>Safety Training Process</b>	Yes / No			
<b>4</b>	<b>Safety Organization Structure</b>	Yes / No			
<b>5</b>	<b>Safety Policy</b>	Yes / No			
<b>6</b>	<b>Name and Address of Sites where work are in Progress or worked earlier</b>	Yes / No			

Name, Signature & Company Seal

To be filled by the Tata Power Requestor

Vendor to be registered for CATEGORY

**A**

**B**

**C**

- 1) **Category A**- Vendors eligible to carry out High risk Jobs
- 2) **Category B**- Vendors eligible to carry out technical jobs that are low risk
- 3) **Category C**- Vendors eligible to carry out administrative and office jobs

No	Description	Category "A"	Category "B"	Category "C"
1	Does the Contractor have OHSAS 18001 Certificate?	√		
2	During site visit check for safety adequacy at site	√	√	
3	Check the safety statistics of Contractor	√	√	√
4	Check the safety orientation & training process of contractor	√	√	√
5	Check the organization structure for safety professionals / engineers / supervisors	√	√	
6	Certified / skill workers as a percentage overall work force	√	√	
7	Does the Contractor have ISO 9001 Certificate?		√	√

## **ANNEXURE – 2 (Conflict of Interest Certification)**

### **Objective**

The intent of this disclosure is NOT to prevent an aspirant supplier from making an application, but rather to provide the decision making authorities with information on which Tata Power can make its own judgements and ensure that dealing with such parties is done fairly and transparently by ensuring that people / parties in conflict of interests are involved in the transactions / decision making process.

While requesting a registration, a supplier MUST disclose any actual or potential conflict of interest by giving the details of the person/s within the supplier's company (whether a director or an employee) who may be in actual or potential conflict of interest as per the above referred clause 20 of Tata Code of Conduct.

### **Conflict of Interest**

An actual or potential conflict of interest with supplier's may arise where, directly or indirectly.

- a. A proprietor or partner or director or employee (who is party to a transaction) of the supplier is also a member of family or relative of a Tata Power employee.
- b. A proprietor or partner or director or employee (who is party to a transaction) of the supplier is also a director of family or relative of a Tata Power or Tata Group of companies or a person of influence within Tata Power.
- c. A proprietor or partner or director of the company is also a proprietor or partner or director in another company already registered with Tata Power and competing for similar products and / or services.
- d. A company has subsidiary or associate companies already registered with Tata Power and competing for similar products and / or purpose.

For detailed explanation on when an actual or potential conflict of interest may arise, please refer to the clause 20 of Tata Code of Conduct available on the Tata Power website

[www.tatapower.com/aboutus/code-of-conduct.aspx](http://www.tatapower.com/aboutus/code-of-conduct.aspx)

### **Format for declaration**

Supplier's willing to register with Tata Power need to print the enclosed form which should be printed on the Letter Head of their company and be signed by proprietor / partner / executive directors / person authorized by the company for giving such declaration affixing his name, designation below the signature along with seal of the company.



To

Corporate Contracts  
The Tata Power Company Ltd  
Technopolis Knowledge Park, CENTEC,  
Mahakali Caves Road, Chakala,  
Andheri (E), Mumbai 400 093

**Declaration on Conflict of Interest**

This is to certify that we, M/s \_\_\_\_\_ are having the following entities / persons in actual or potential conflict of interest while dealing with Tata Power within the spirit of Clause 20 of Tata Code of Conduct.

Name & Designation of the entity / person in conflict of interest	Name of Tata Power person to whom related to	Nature of relationship / conflict

Note – In case there is no conflicts to be declared, please clarify state as NIL in the first row and strike out the balance lines)

This is to further certify that, we M/s \_\_\_\_\_

- a. Are not dealing with Tata Power under any other name or through any other subsidiary / associate companies other than the list disclosed above.
- b. None of our other directors / partners / other proprietors is dealing with Tata Power under any other company name.
- c. None of the other directors / partners / proprietors / employees holding a position of responsibility and / or authorized to transact with Tata Power has any significant financial interest or other relationship i.e., (Father, Mother, Brother, Sister or any other close family relationship) with any other Tata Power employee or directors of Tata Power or directors of Tata group of companies.

We further declare that as and when there is any change to the above certification, we shall intimate to Tata Power about such changes in the status. We also declare that we have read and understood the Tata Code of Conduct – latest version hosted on Tata Power website [www.tatapower.com/aboutus/code-of-conduct.aspx](http://www.tatapower.com/aboutus/code-of-conduct.aspx) and shall abide by all the provisions of the same and will bring any concerns regarding this to the notice of your chief ethics officer on the email id [cecounsellor@tatapower.com](mailto:cecounsellor@tatapower.com)

This is to certify that the above said information is true to the best of my knowledge and that I have the requisite authority to sign above said declaration in my capacity as \_\_\_\_\_ (ID No. \_\_\_\_\_)

Regards,

Name, Signature and Company Seal