



RFQ No.: CC24VKD029

OPEN TENDER NOTIFICATION
FOR
FACILITY MANAGEMENT SERVICES OF SMART METERS

Tender Enquiry No.: CC24VKD029
Due Date for Bid Submission: 14.02.2024 [17:00 Hrs.]

The Tata Power Company Limited
Mumbai, Maharashtra

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1.0 Event Information

1.1 Scope of work

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

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	3-Year Rate Contract for Facility Management Services of Smart Meters for Tata Power Mumbai Distribution.	50,000/-	1000/-

1.2 Availability of Tender Documents

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

Chief (Corporate Contracts)
The Tata Power Company Limited
Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station
Sahar Airport Road, Andheri East, Mumbai-400059

Tender documents may be downloaded by interested eligible bidders from the TPC website www.tatapower.com with effect from 26.01.2024. In the event, detailed tender documents are downloaded from TPC website or are received through email from TPC, the Tender Fee shall be compulsorily submitted online through NEFT/ RTGS in favor of "The Tata Power Company Limited". Any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit TPC website www.tatapower.com regularly for any modification/ clarification to the bid documents. For Limited Tenders issued by TPC, the tender document shall be shared through e-mail as the case may be.

1.3 Calendar of Events

(a)	Date of availability of tender documents from TPC Website	From 27.01.2024 to 14.02.2024, 17:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	NA
(c)	Last Date of receipt of pre-bid queries, if any	05.02.2024 up to 17:00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	08.02.2024 up to 17:00 Hours
(e)	Last date and time of receipt of Bids	14.02.2024 up to 17:00 Hrs
(f)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website/e-mail.

Note :- In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPC Mumbai office, the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

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1.4 Mandatory documents required along with the Bid

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

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

1.5 Deviation from Tender

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

1.6 Right of Acceptance/Rejection

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

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

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



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1.7 Pre- Qualification Criteria

Sr No	Parameter	Tata Power Requirement	Documents to be submitted by vendor to ascertain meeting of Pre-Qualification Requirement
1	Bidder's Technical Capability to handle jobs detailed in the Tender	<ul style="list-style-type: none"> The Service Provider should have a minimum 5 years' experience of in On-site metering activity (Like meter data download/meter replacement/testing/Smart Meter communication rectification) at consumer premises in Power Distribution utilities in metro cities. The service provider should be able to deploy manpower across TPC Mumbai Operational (MO) Area. This manpower should be well versed with necessary technical skills, other qualification & experience requirements and area familiarity within Mumbai. The contractor shall have a local office in Mumbai. 	<ul style="list-style-type: none"> Performance certificate from the client on client's letterhead /Individual Client's PO/ WO/ LOI/ LOA/ Contract/ Certification on client letterhead./Self Undertaking of experience certificate. Total List of competent Manpower with a qualification certificate & CV who will be deployed for this activity if the contract is awarded. Self-undertaking for local office in letterhead.
2	Capability to Handle Job financially if awarded	Bidder should have an average annual turnover of Rs.2 Cr in last three years.	Profit and Loss Statements, Balance Sheet, and Cash Flow Statements for the Three (3) preceding financial years duly audited and approved by Authorised Audit Firm / CA.
3	Capability to Handle Job financially if awarded	Bidder shall have successfully completed above listed work worth; (1) single purchase order of Rs 100 lakhs OR (2) two purchase orders of Rs 50 Lakhs each OR (3) three purchase orders of Rs 35 Lakh	Order copy with details of Customer for whom work is done

Note: Apart from the above PQR bidder must also qualify in Safety evaluation. Details will be shared along with tender documents.

1.8 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Conditions of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, TPC reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the 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/ NIT



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

2.0 Evaluation Criteria

- The bids will be evaluated technically on compliance with tender terms and conditions.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for the individual zone as per the tender Schedule of Items [Annexure I]. TPC however, reserves the right to award the 4 zones based on negotiation / Reverse Auction outcome. Hence all bidders are advised to quote their most competitive rates against each line item for each zone.
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, TPC may reject the bids.

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

2.1 Price Variation Clause:

The prices shall remain firm during the entire contract period.

3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: "EMD" of Rs. 50,000/- (Rupees Fifty thousand only) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG / Bankers Pay Order favoring "The Tata Power Company Limited". The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.



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

Account Name: The Tata Power Co. Ltd.

Bank Name: HDFC Bank, Fort Branch, Mumbai

Bank Account No. : 00600110000763

IFSC Code: HDFC0000060

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

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

The technical bid shall be properly indexed and is to be submitted in Soft Copy through Ariba Portal only. Hard Copy of Technical Bids need not be submitted.

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

FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:

The interested bidders are requested to obtain user name and password for purpose of bid submission through Ariba portal of TPC, Mumbai

Bids have to be mandatorily submitted only through Ariba portal of TPC. Bids submitted through any other form/ route shall not be admissible

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

EMD

" 3-Year Outline Agreement for Revenue Recovery Assurance activities for Tata Power Mumbai.."

Please mention our Enquiry Number:- CC24VKD029 on the Tender and drop the same at The Tata Power Company Limited, Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station, Sahar Airport Road, Andheri East, Mumbai-400059.

The envelope shall be addressed to:

Chief (Corporate Contracts)
The Tata Power Company Limited
Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station
Sahar Airport Road, Andheri East, Mumbai-400059



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

SIGNING OF BID DOCUMENTS:

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

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

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

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

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

3.2 Contact Information

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

Communication Details:

Contracts – T&D

Name: Ms Vaishali Kachare
Contact No: 022- 67173930
E-Mail ID: vaishali.kachare@tatapower.com

Group Head Contracts – T&D:

Name: Mr. Selva Ganesh S P
Contact No.: 022- 67173925
E-Mail ID: selva.ganesh@tatapower.com

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPC. 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.



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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

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

The EMD shall be forfeited in case of:

- a) The bidder withdraws its bid during the period of specified bid validity.
Or
- b) The case of a successful bidder, if the Bidder does not
 - i) accept the purchase order, or
 - ii) furnish the required performance security BG

3.9 Type Tests (if applicable)

As per attached Annexures



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4.0 Bid Opening & Evaluation process

4.1 Process to be confidential

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

4.2 Technical Bid Opening

Bids will be opened at TPC Office Mumbai as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by TPC. In case of Open Tenders, the bids shall be opened in the presence of accredited representatives of bidders who may choose to be present at the time of tender opening. Technical bid must not contain any cost information whatsoever.

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

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

4.3 Preliminary Examination of Bids/Responsiveness

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

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

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



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4.5 Price Bid Opening

Price bids will be opened at the stipulated date and time. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPC without any further correspondence in this regard.

4.7 Reverse Auctions

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

5.0 Award Decision

TPC 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 in Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by the bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place a purchase order/LOI solely depends on TPC on the cost competitiveness across multiple lots, quality, delivery, and bidder's capacity, in addition to other factors that TPC may deem relevant.

TPC 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 canceled and TPC reserves the right to award other suppliers who are found fit.

6.0 Order of Preference/Contradiction:

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

1. Schedule of Items (Annexure I)
2. Technical Specifications/ Scope of Work and SLA (Annexure II)
3. Schedule of Commercial Specifications (Annexure III)

4. Schedule of Deviations (Annexure IV)
5. Document Check List (Annexure V)
6. Acceptance Form for Participation in Reverse Auction (Annexure VI)
7. Inspection Test Plan (Annexure VII)
8. General Conditions of Contract (Annexure VIII)
9. BG Format (Annexure IX)



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7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- The rate shall remain FIRM till the validity of the Rate Contract.
- TPC appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
- Any change in statutory taxes, duties, and levies during the contract period shall be borne by TPC. However, in case of delay in work execution owing to reasons not attributable to TPC, any increase in total liability shall be passed on to the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPC.
- All the terms and conditions of TPC GTC shall be applicable.

7.2 Drawing Submission & Approval

As per Annexure - II

7.3 Contract Period

3 years from the date of award of OLA.

7.4 Warranty Period

As per Specifications / Job Scope

7.5 Payment Terms

100% Payment within 45 Days (MSME)/ 60 Days (Non- MSME) at actual after completion of the job & submission of monthly Invoice with supporting documents.

7.6 Liquidated Damages

As per the Tata Power Scope of Work & General Terms and Conditions shall be applicable.

7.7 Contract Performance Bank Guarantee (CPBG)

One-time CPBG cum PBG for 5% of OLA value within 15 days of award of OLA valid till the contract period and claim period as per BG T&Cs in GTC.

7.8 SLA / Performance Requirement and penalties

AS per Scope of Work.



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7.9 Safety Retention

Safety Retention as per the Tata Power General Terms and Conditions shall be applicable and shall be released based on the safety performance score after work completion.

7.10 Climate Change

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

7.11 Ethics

TPC is an ethical organization and as a policy TPC 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.

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

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

Bidder is advised to refer GTC attached at Annexure VIII for more information.

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

8.0 Specification and standards

As per Annexure II.

9.0 General Condition of Contract

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

10.0 Safety

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

<http://www.tatapower.com>

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



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Annexure – I

PRICE BID FORMAT

Sr No.	Service Code Description	Duration	Estimated Quantity	UOM	Estimated Rate/Qty	Total Price
1	Charges for Smart Meter data downloading	36 Month	346818	Nos		
2	Charges for Smart Meter Communication Rectification	36 Month	21600	Nos		
	Total Price					₹ -
	GST @ _%					₹ -
	Total Price with GST					₹ -

Note: Above Quantities are tentative. Tata Power reserves the right to curtailed / enhance the quantities before the placement of Purchase Order.

- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids are liable for rejection.
- The bidder must fill each column of the above format. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
- No cutting/ overwriting in the prices is permissible.
- The unit price to be indicated in col. No. 5 should be exclusive of taxes & duties which are to be indicated in separate columns meant for the purpose.



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ANNEXURE II
Technical Specifications/ Job Scope & SLA

CONFIDENTIAL

“Scope & SLA”

1. **Statement of Work** - “Smart Meter Field Management Services”

2. **Job Location** – Mumbai Licensed area (MO-Mumbai Operations) of The Tata Power Co. Ltd.

3. **Scope of Work:**
 - 3.1. Collection of Soft/Raw data & rectification of non- communicating Smart meters at site inside/ around the consumers premises or TPC locations. Henceforth, this term will be referred as **“Service”** and service provider will be referred as **“Contractor.”**

 - 3.2. Necessary **Windows Tablets/ Laptops/ “Meter Reading Instrument” (MRI)/ including the communication cable, Tools and Tackles, Safety PPE** as required to read the meter data and send it to TPC in required format will be in the scope of contractor, appropriate software (BCS) to read the meter data will be provided by TPCL.

 - 3.3. Contractor will depute adequate persons for the task. Activity is to be carried out by technicians/ PWD license holder staff, having tool kit, Tab/Laptop/MRI, and a motorcycle to carry out the activity. Contractor should depute a supervisor having degree/diploma in electrical engineering to manage the activity.

 - 3.4. **Detailed scope of activities is given below:**
 - 3.4.1 Contractor shall provide Field Facility Management Services (FMS) for the Smart Meter Project (Consumer and DT Meter).
 - 3.4.2 Under FMS, the Contractor shall provide maintenance support for the Smart Meter Connectivity and NIC with the goal of meeting the SLA.
 - 3.4.3 List of non-communicating meters will be shared with the contractor; contractor is required to rectify the issues affecting the meter communication and ensure the data availability in TPC Head End System. In case the rectification could not be done due to any issue (like Weak Network, Meter faulty MCB off etc.), full data download of meter is required to be done by bidder. The downloaded data in required format shall be shared to TPC by the contractor through e-mail/upload on TPC server path.
 - 3.4.4 To try to improve the communication success rate by rectifying the non-communication cases.
 - 3.4.5 Bidder is required to immediately send the manpower to connect/ disconnect the meters from local in case it is not happening from remote.
 - 3.4.6 Contractor shall ensure 100% availability of full meter data to TPC for Smart Meters in HES on MRO (Meter Reading order) Date before 2 PM. Tentative non-communication cases can be retrieved by Back-end data Entry Operator from system and will be shared to contractor before 2 day of scheduled MRO date. Contractor can plan site activity accordingly.

- 3.4.7 TPC may ask the contractor to prioritize some readings, carry out rectification of some specific sites, visit the site with NSP to identify the network issues, carry out some other activity like TOD change, Config change, Firmware update etc.)
- 3.4.8 Contractor is required to report all the abnormalities observed at site like defective meter, MCB off, damaged meter etc. on the same day along with photo/video.
- 3.4.9 In case of Non-Receipt of Readings through Smart Meter System within MRO Date, readings shall be submitted through Windows Tab/Laptop/Meter Reading Instrument shall be arranged by the Contractor at its own cost within the SLA timelines.
- 3.4.10 Monthly invoice for FMS shall be submitted on the below categories-

Heads	Applicable category
Charges for Smart Meter data download and sending to TPC	Data downloading & sharing for rectification attempt failure cases & TPC requested cases, Any other TPC Request (TOD Change, Config change, FOTA, Network checking with NSP etc.) in the month
Charges for Smart Meter Rectification	For all the successful rectification cases

The successful cases from the cases where rectification is attempted by Contractor will be determined by Tata Power based on 3 days successful communication on the report creation date.

The main purpose of this contract is to promote more rectification of non-communicating meters. Vendor will be given list of non-communicating devices; they will be required to maximize the rectification from the allotted cases.

- 3.4.11 The Contractor shall analyse and identify faulty Smart Meters on daily basis regularly.
- 3.4.12 For Pre-paid meters, in case of communication failure between Smart Meter and HES continuously for one day, the Contractor shall make alternate arrangements to communicate with meter through optical port. In such cases the Contractor should read the meter data through optical port and the downloaded data should be uploaded to HES/MDMS for prepaid application/share to TPC through mail if required.
- 3.4.13 Replacement of faulty NIC card in meters will be in scope of Contractor.
- 3.4.14 Data availability of the field devices shall be taken from the MDM /HES, where missing interval data read report is prepared on hourly, daily, weekly and monthly basis.
- 3.4.15 Contractor to submit its escalation matrix to meet contractual obligations and performance guidelines.
- 3.4.16 Contractor should have service office in Tata Power Mumbai Area, once PO is awarded. The Contractor should have sufficient technical person on roll of the company having relevant experience to manage the activity.
- 3.4.17 Contractor is required to arrange competent team for identifying and rectification of various issues like- Network Interface Card (NIC) rectification, Network Interface Card (NIC) reboot, SIM Cards communication issues/Collecting List containing database of detailed consumer site address, Meter sr.no. Zone, priority, etc. preferably in the form of a list daily from 'MMG' Department of TPC which is presently located at Dharavi.

- 3.4.18 Reporting of field staff will be at TPC Central Office, presently at Dharavi or any zonal location, decided by TPC. TPC may allow to go directly to the site basis on work requirement. (In that case list will be shared through mail)
- 3.4.19 Supervisor shall co-ordinate all the activity with the field.
- 3.4.20 Back-end Data Entry Operator will be permanently stationed at TPC Dharavi office.
- 3.4.21 Back-end Data Entry Operator will be responsible making daily MIS and manual reading upload in Smart meter Server / SAP. Data Entry operator will be responsible to raise notification in CRM for defective meters. He/she will also assist supervisor to co-ordinate all activity in the field.
- 3.4.22 Daily cases allocation can be done by Dynamic Form via digital mode on mobile application. All cases should be updated and submitted in dynamic form at real time.
- 3.4.23 TBT/PPE inspection will be carried out on daily basis before starting the job at base reporting location, as instructed by TPC.
- 3.4.24 Contact the consumers/ society for permission to carry out the activity. Authorization letter for the same will be issued by Tata Power.
- 3.4.25 Contractor shall locate the meters to be attended, necessary information like address, GIS co-ordinates/mobile app will be provided by TPC.
- 3.4.26 NIC card and Sim cards will be issued by TPC to bidder. Bidder is required to return the old cards/NIC to TPC on weekly basis. They should also certify that removed ones are faulty. In case of wrong information penalty will be charged.
- 3.4.27 Download RAW data from the meter into MRI/Tab/Laptop and upload it to server/mail to TPC.
- 3.4.28 Contractor shall collect the seals from TPC and share the reconciliation with TPC on weekly basis.
- 3.4.29 Seal the metering panel/NIC Card after completion of activity, if applicable. Sharing the details of seal to TPC.
- 3.4.30 Fill up Rectification form / report / checklist in TPC format after carrying out the above activities and get the meter data dump/upload at back-end office on daily basis.
- 3.4.31 Tata Power reserves the right to assign zone specific cases to contractor based on requirements.

4. Instructions to Contractor:

- 4.1. Contact Person: Mr. Ajit More/ Md Kazim Raza
- 4.2. Mobile No. : 8097008033/ 9835309082
- 4.3. E-mail ID : ajit.more@tatapower.com / md.kazim@tatapower.com

5. Required Qualifications & Requirements:

- 5.1. Contractor shall deploy Supervisor who holds valid certificate of, at least three-year full time, Diploma in Electrical Engg.
- 5.2. Contractor shall deploy Technician who holds valid PWD wireman License.
- 5.3. Contractor shall deploy Data Entry Operator who holds valid full time graduation degree and shall have knowledge of Advance excel / SAP/CRM portal.
- 5.4. Supervisor and technician deployed by Contractor shall be certified by TPSDI (L1 & L2 Training).
- 5.5. Data Entry operator shall have TPSDI L1 trainings.

- 5.6. Contractor shall provide supervisor to manage site activities and data entry operator will provide daily MIS report to TPC.
- 5.7. Supervisor and Technicians should have at least three years of relevant experience of Metering Activity (data downloading & AMI-AMR rectification). Supervisor shall also have at least 2-year experience of handling and managing teams.
- 5.8. Should be fully conversant with electrical tools like voltage testers, wire-cutters, screwdrivers.
- 5.9. Should be able to operate & read the meter reading through MRI, laptop/ Tablet etc. with meter reading software.
- 5.10. Should be familiar with safety procedures, artificial respiration, first aid and firefighting practices.
- 5.11. Should have capacity to deal courteously & politely with customers.
- 5.12. Should be in sound health to work at consumer sites & live electrical installations.
- 5.13. Contractor will train the technicians for safety & First Aid, behavioral conduct etc.

6. General Conditions of Contract:

- 6.1. Contractor is required to arrange the sufficient numbers of equipment's for meter reading eg, MRI/Laptop/Tab, communication cable to download and share the meter data to TPC.
- 6.2. TPC will provide the NIC cards, SIM cards and to contractor. They will be required to return the old cards/NIC cards to TPC on weekly basis.
- 6.3. TPC will provide the require software file to the contractor. Contract is required to install the same in their devices. In case of any change in device or termination /End of contract, Contractor has to uninstall/ delete all the required configuration, software and data files from the devices.
- 6.4. Contractor has to sign non-disclosure agreement with Tata Power.
- 6.5. Contractor will be responsible for healthiness of all smart meter along with NIC card and 100% cost will be recovered in case of any damage or loss.
- 6.6. Contractor has to ensure regular check-up/cleaning of all devices.
- 6.7. All necessary tools and tackles required for the job like Safety Personal Protection Equipment (PPE), Voltage tester, cutter, plier, screwdriver etc. will be in the scope of the contractor.
 - 6.7.1. Set of Pliers (Taparia,Catu or equivalent make)
 - 6.7.2. Set of Screwdrivers with insulated sleeves (Taparia, Catu or equivalent make).
 - 6.7.3. Tester
 - 6.7.4. Cutters with insulated sleeves.
 - 6.7.5. Insulation cutting knife & insulating Tapes.
 - 6.7.6. Voltage Tester
 - 6.7.7. Any other tools as applicable & as required.
- 6.8. All tools shall be in service worthy condition and stored in an appropriate size toolbox. A tool carry bag shall be provided to carry necessary tools at site.
- 6.9. Condition of tools will be inspected by TPC supervisor from time to time. Defective tools, as observed by TPC supervisor shall be replaced immediately.
- 6.10. It will be the responsibility of contractor to operate and maintain the spares provided by TPC in good working condition. Any damage Repair, replacement, alternative arrangements will be in the scope of contractor.

- 6.11. Contractor shall provide proper Uniform to their employees, Monsoon Wears, Summer Caps as facilities.
- 6.12. Any other visit requested by TPC to contractor will be reimbursable with the rate of data downloading charges.
- 6.13. All stationary requirements will be in contractor's scope.
- 6.14. Transportation facility for Team i.e., Supervisor / Technician to enable him to reach consumer site will be in scope of contractor. Contractor shall provide a suitable vehicle / motorcycle to the technicians and ensure safe journey.
- 6.15. Vehicle fuel, charging, driver, maintenance cost etc. will be in scope of contractor.
- 6.16. In case of failure/non-availability of vehicle of any testing team, Contractor will arrange substitute vehicle on immediate basis and also ensure that output of the 'Team' will not suffer.
- 6.17. Repairing of vehicle and any incidental expenditure towards maintenance of same will be in the scope of contractor. TPC shall not make any separate payment towards the operation & maintenance of vehicle and will be responsibility of contractor.
- 6.18. Address not found cases as reported by technician needs to be assisted by contractor supervisor.
- 6.19. Any incident/ accidental damage or compensation to their associates & to consumer will be in scope of contractor.
- 6.20. Contractor's teams have to intimate to TPC before leaving the site.

7. Special Conditions of Contract:

- 7.1. Use of necessary safety apparels i.e., PPE as per TPC norms is mandatory and same will be provided by Contractor.
- 7.2. Once a Supervisor, Engineer and Technician & data entry operator is trained for the job by TPC, then contractor shall not replace such trained technician with a new technician, without taking prior approval from Tata Power.
- 7.3. TPC shall issue letter of authorization to the "Team" which should be produced to customer as required.
- 7.4. Contractor shall provide smart phone along with 3G/4G/5G connectivity to each team which shall be sufficient for installation of GIS application provided by Tata Power. Person visiting the site shall have VI, Jio and Airtel Sim cards to check the network and share the details to TPC.
- 7.5. Contractor employees will wear identity batch and take necessary permissions to enter customer premises.
- 7.6. Contractor Supervisor & Technician should always behave decently & wherever required should reply to premises security personnel, security guard/ watchman, customer queries in polite and respectful manner.
- 7.7. TPC can change the weekly off any or all the 'Team' of the contractor as well as can give weekly off on some other day.
- 7.8. Contractor shall maintain the desired standard of services / workmanship. If the progress is unsatisfactory and / or the service is unsatisfactory, TPC may cancel the contract with immediate effect.
- 7.9. TPC may advise contractor to reduce or increase one or more persons or teams as guided by the actual volume of activity. Contractor shall be given intimation verbally or through e-mail. Contractor shall provide or remove the "Team/s" within one week of advice from TPC. The number of required team will be decided by TPC.
- 7.10. You may please note that customer data gathered while providing specified services shall be treated as confidential and will not be shared with any party other than TPC. Any violation will be treated as punishable offense and TPC may cancel the contract with immediate effect.
- 7.11. Contractor must deploy additional team in peak period, if requested/demanded by TPC.

- 7.12. Monthly gate pass should be submitted to admin for all the employees involved in the activity.
- 7.13. The contractor shall follow/manage festival leaves, as per TPC holiday calendar for their associate and same will be validated by TPC.
- 7.14. One single point of contact must be provided by contractor to TPC.
- 7.15. Contractor must provide all the communication modes like active E-mail ID, contact details, hierarchy of management (for escalation) etc. prior to TPC.
- 7.16. Contractor supervisor will provide all assistance to site & back-end team and coordinate with TPC.
- 7.17. Performance score of contractors in last job should be preferably $\geq 95\%$.
- 7.18. TPC will have full rights of termination of contract at any point of time due to violation of any T&C.
- 7.19. Contractor must take prior approval from TPC for any changes to be made in team, like manpower, tools etc.
- 7.20. In case of non-compliance/violation of instruction/repeated incident/behavioral conduct/failing in fulfillment of contract requirement, TPC shall issue the warning letter to contractor.
- 7.21. On or after second warning letter/Email of non-conformance, TPC shall terminate the contract with immediate effect.

8. Statutory Requirements

- 8.1. Contractor will make ESIC payment for each employee and will submit receipts of the same to our office on monthly basis.
- 8.2. Contractor will pay PF contribution for each employee and will submit receipts of the same to our office on monthly basis.
- 8.3. Contractor will submit registration documents under labor Act, Shops and Establishment act and profession tax.
- 8.4. Registration under Service tax and welfare board registration will be submitted by you to our office.
- 8.5. You shall submit PAN number to our office.
- 8.6. Your Bills will be processed only after submission of statutory documents as above and no payment will be entertained without submission of these documents.
- 8.7. Attendance sheet should be properly maintained by contractor and must produce to TPC.

9. Performance Evaluation:

- 9.1. TPCL may depute their representative at site from time to time to check the quality of work being carried out by the contractor. If the quality is not up to TPC standard, contractor may have to redo the work at no extra cost.
- 9.2. Penalty will be levied to contractor against violation of safety requirements as per Contractor Safety Management (CSM) policy of TPC.
- 9.3. No safety violation will be entertained, and strict action will be taken, in case of violation.
- 9.4. Monthly performance will be tracked, and contractor must take necessary action against feedback shared by TPC.

10. Contingency Plan:

- 10.1. If any Supervisor or Technician is on leave, a suitable replacement (duly trained person with TPSDI certification only) will be made available by Contractor.
- 10.2. Contractor should be prepared and ready to deploy additional team in peak period, on short notice.
- 10.3. Leave intimation of any contractor associates/Team should be given at least one week in advance to TPC.

11. SAFETY:

- 11.1. All applicable Safety precautions will be observed by Contractor's technicians during site activities as per CSM (contractor safety management) policy of Tata Power.
- 11.2. Your Teams shall observe all applicable safety rules & practices for working on live LT electrical equipment.
- 11.3. Safety of contractor working personnel will be solely and absolutely in the contractor's scope.
- 11.4. Further, during activity, if the contractor person happens to visit TPC establishments i.e., TPC offices, receiving stations, DSS, TSS, other TPC establishments, then maintaining security guidelines and procedure as per TPC shall be in contractors' responsibility.
- 11.5. Maintaining safety of consumer equipment i.e meter, meter cabin, etc is entirely in contractor's scope.
- 11.6. Contractor Technicians shall observe all applicable safety rules & practices for working on live LT electrical equipment.
- 11.7. All safety PPEs mentioned below shall be issued by Contractor to his teams and the same shall compulsorily be used by them while executing jobs.
 - 11.7.1.1. Safety Hand Gloves (With ISI mark)
 - 11.7.1.2. Safety shoes
 - 11.7.1.3. Helmet (with head torch)
 - 11.7.1.4. Face shield and safety goggles.
- 11.8. TPC will have the full right to remove such workmen & staff, who do not follow safety rule or avoid wearing safety apparels.
- 11.9. "Medical fitness certificate" of deployed technician shall be submitted during joining.
- 11.10. "Police verification certificate" of deployed technician shall be submitted during joining.
- 11.11. Contractor shall, at all times, be fully responsible for any injury to any person or damage to any property, including third party, attributable to his personnel. Contractor shall arrange to hold TPC indemnified against such injury or damage caused by his personnel.
- 11.12. Any kind of damage by contractor personnel to consumer, TPC or third party will be payable by contractor only.

12. SAFETY Performance Measures:

- 12.1. There shall not be any accident due to non-adherence of safety practices. (Vendor rating shall be reduced by 20% for every such incident.)
- 12.2. Number of noncompliance of wearing safety PPE should be nil.
- 12.3. Any employee found to be violating safety practices on more than two occasions shall be terminated with immediate effect. In addition, vendor rating of contractor shall be reduced by 10% for every such termination.

- 12.4. If the contractor rating falls below expected level due to non-adherence of safety norms, Contractor will not be eligible for extension of contract.

13. Behavioral Requirements:

- 13.1. Punctuality
- 13.2. Trustworthy
- 13.3. Integrity
- 13.4. Customer friendly
- 13.5. Risk averseness
- 13.6. Politeness & behavioral etiquettes.
- 13.7. Keen learner of new technology/Process/Application.

14. Scope of Contractor's Liabilities:

- 14.1. Any unforeseen accident of contractor’s employee while travelling or third-party claim.
- 14.2. Any financial Liabilities arising out of accident to the contractor’s employee.
- 14.3. Consequential expenses due to misbehavior with customer or public.
- 14.4. All kind of financial issues like salary/incentive/medical etc. will be in contractor scope.
- 14.5. Cost of TPSDI training (L1 and L2 Training) will be in the contractor's scope.
- 14.6. Any damage to consumer's or TPC or any other property will be in scope of contractor.

15. Payment:

- 15.1 Bills/Invoice will be submitted online/offline on monthly basis, as per TPC process.
- 15.2 Payment shall be made on the basis of actual work done in a month that will be verified by TPCL.
- 15.3 Payment will be done basis on actual work carried out in each category.
- 15.4 Billing quantity will be verified by TPC before proceeding for payments to vendor by TPC.
- 15.5 All invoices shall be submitted on time, any delay in payment will be contractor's responsibility.

16. Service Level Agreement (SLA):

All assigned tasks must be completed within time frame. Priority task to be completed on urgent basis and will be decided by TPCL. They need to deploy sufficient number of staff to meet the SLA. The contractor shall comply with following SLA for single meter testing services.

17. Penalty Clause:

Key service requirement	SLA parameter	Penalty /Reward
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Non submission of meter reading before 2 PM on MRO date	100% Compliance	Penalty of Rs. 50/ meter after submission of meter reading after 2 PM on scheduled meter reading date. Thereafter 50 Rs. / meter/ day will be levied.
Non completion of any additional request from field (like FOTA/TOD Change/ Config Change etc.)	100% Compliance	Penalty of Rs. 50/ meter/day after 3 days of formal TPC request.
Site Visit requested by TPC for carrying out specific activity (Network issue checking/ Joint Visit with/ Sim checking/ any other request)	100% Compliance	Flat Penalty of Rs. 1000 will be charged for non-compliance/ incidence.
Cases submission in Dynamic Form/Other Application on daily basis as per TPC format.	100% compliance	Penalty of INR 500/- shall be levied for every instance of non-compliance. In case of issue in dynamic form same shall be sent by mail on the same day.
Identification (Fail or wrong reporting) of defective meters/ MCB off cases	100% compliance	Penalty of INR 1000/- shall be levied for every instance of non-compliance.
Putting the seals after work (if removed) and sharing the details to TPC	100% compliance	Penalty of INR 500/- shall be levied for every instance of non-compliance.
Return the broken seals to TPC	100% compliance	Penalty of INR 500/- shall be levied after one week.
Carrying out connect/disconnect of meters from local in case of non-communication from remote	100% compliance	Penalty of Rs.1000/ meter for delay beyond 1 hours on the day. Thereafter 500 Rs. / meter/ day will be levied.
Returning of faulty NIC/SIM Cards to TPC	100% compliance	Penalty of INR 500/- shall be levied after one week.
Error in determining the faulty NIC/SIM cards	90% compliance	Penalty of INR 2000/- per month shall be levied if more than 10% of faulty declared NIC/ Sim cards in a month found ok.
Use of PPE	100% compliance	A penalty of INR 5000/- will be levied for each instance of non-use of PPE.

Use of Motorcycle	100% compliance	A penalty of INR 5000/- will be levied for each instance of non-use of motorcycle
Behavioral conduct of contractor employee.	In case of reporting of misbehavior from any of the concerned parties like TPC, customers, TPC employee, etc.	Penalty of Rs.5,000/- shall be charged for every instance of non-compliance.
Repeated Behavioral conduct of contractor employee.	In case of reporting of misbehavior from any of the concerned parties like TPC, customers, TPC employee, etc.	The contractor associate will be suspended at least for one week or terminated, if repeated incident reported.
Violation Of Instruction	100% compliance	Penalty of INR 1,000/- shall be levied for every instance of non-compliance.
Non reporting of Data entry Operator at TPC Dharavi Office	100% compliance	Penalty of INR 1,000/- shall be levied for every instance of non-compliance.
Late reporting and leave without prior intimation	100% compliance	Penalty of INR 1,000/- shall be levied for every instance of non-compliance.
One-week prior intimation for leave greater than one day.	100% compliance	Penalty of INR 1,000/- (per day) shall be levied for every instance of non-compliance.
Reporting of leave - all leave related intimation should be from identified vendor manager only.	100% compliance	Penalty of INR 1,000/- (per day) shall be levied for every instance of non-compliance.
Timely Submission of Monthly Gate pass	100% compliance	Penalty of INR 1,000/- shall be levied for every instance of non-compliance.
Accuracy in assigned activities/task	100% compliance	Penalty of INR 1,000/- shall be levied for every instance of non-compliance.
Return removed equipment (NIC/Sim Cards) in proper form and details	100% compliance	Entire cost of repair from OEM will be recovered from vendor.
Ethical Behavior	100% compliance	Penalty of INR 10,000/- shall be levied for every instance of non-compliance and responsible Contractor associate will be terminated with immediate effect

Daily submission of accurate MIS	100% compliance	Penalty of INR 500/- shall be levied for every instance of non-compliance.
Priority cases should be attended within same day and as per TPC instruction	100% compliance	Penalty of INR 500/- shall be levied for every instance of non-compliance.
Intimation to TPC for any discrepancy, hurdle, problem Etc. on time	100% compliance	Penalty of INR 500/- shall be levied for every instance of non-compliance.
Meter data collection of each meter from site	100% compliance	Penalty of Rs. 500/- shall be levied for every instance of non-compliance.
Compensation to be done by contractor associates for any incident, accident, property damage to TPC, consumer, third party etc. at site.	100% compliance	Entire cost of damage, repair, etc. will be recovered from contractor. All replacement, rectification, compensation will be done by contractor.
Repeated any incident of non-conformance.	100% compliance	The contractor associate will be suspended at least for one week or terminated, if repeated incident reported.
Prior intimation to TPC before reporting at site or leaving the site.	100% compliance	Penalty of INR 1,000/- shall be levied for every instance of non-compliance.
Adherence of ABAC (anti-bribery and anti-corruption) policy	100% compliance	The contract and contractor associates will be terminated with immediate effect.
Security breach/ threat.	No security breach is acceptable	The contract and contractor associates will be terminated with immediate effect.
Cyber security	100% compliance	The contract and contractor associates will be terminated with immediate effect if any incident/ instance reported.

Note:

1. The designated officer of Tata Power shall verify and certify the invoice.
2. All SLA are to be calculated over calendar month.
3. One end point consider for a penalty in one parameter will not be consider for penalty for another parameter.
4. Penalty may be waived, if the reason is beyond control of contractor and same needs to be validated by TPC.
5. Maximum penalty is restricted to 10 % of monthly invoice amount except safety violations.
6. For SLA calculation all exceptional cases not attributable to Contractor like – power failure, power quality, sabotage, defective meter, and issues at server end will be excluded from the calculation.



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ANNEXURE III

Schedule of Deviations

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

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

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

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

Seal of the Bidder:

Signature:

Name:

ANNEXURE IV

Schedule of Commercial Specifications

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

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

ANNEXURE V

Checklist of all the documents to be submitted with the Bid

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

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



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ANNEXURE VI

Acceptance Form for Participation In Reverse Auction Event

(To be signed and stamped by the bidder)

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

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

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

Signature & Seal of the Bidder



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ANNEXURE VII
Inspection Test Plan

Not Applicable.

CONFIDENTIAL

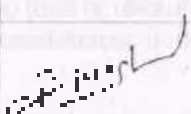
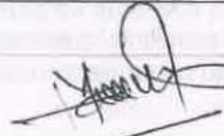



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ANNEXURE VIII

General Conditions of Contract

Appendix 3: Safety Terms and Conditions

Reason for Change	Date of Last Revision	Prepared By	Reviewed By	Approved by
1. Simplify the procedure 2. Addition of capability building 3. Removal of GFSA 4. Addition of Environmental KPI 5. Retention amount is based on risk involved in job	<u>11 May 2015 -R1</u> <u>10 January 2022 -R4</u>	 Nilesh Sharma Head, Safety (Reviewed)	 Anand Kumar (Chief Corporate Contracts)	 Suresh H. Khetwani ; Chief safety and Environment

14/01/2022

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1 Definitions

- 1.1. **Order Manager:** Order Manager is the Tata Power representative, who has the ownership of the given job.
- 1.2. **Site Safety Management Plan:** It is the safety plan agreed between Contractor and Tata Power. It will contain the entire job specific safety requirements and will be signed by the contractor.
- 1.3. **Contractor:** An individual or a company that provides services to Tata Power under a signed contract.
- 1.4. **Emergency:** a serious, unexpected or dangerous situation requiring immediate action, which may result in loss of revenue/property, business discontinuity. In case of Emergency, services may be procured by selecting the quote of vendor based on the vendor category without the safety bid evaluation. It must be approved by ME level and above.
- 1.5. **Expert Service jobs:** Jobs which needs expert service of contractor which does not involve direct exposure to the potential risk or work which involves only supervisory work such as expert for turbine overhaul, expert for boiler over haul, expert for pump and motor, expert for compressor overhaul.
- 1.6. **CCO/Chief/Head of Division/Unit/Utility:** Responsible in charge of the division who is overall in-charge of the generating station or transmission division or distribution division.
- 1.7. **Category A Vendor:** Vendor eligible to carry out Very High & High risk jobs per Tata Power Hazard Identification and Risk Analysis Procedure) and/or Long-Term Contract related to operation and maintenance (OSM) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 1B-OSM-5 of Contractor Safety Code of Conduct document. Any vendor who is a registration under Category-A shall have ISO 45001/OSHAS 18001 Certification from accreditation agency recognized by Tata Power.
- 1.8. **Category B Vendor:** Vendors eligible to carry out Medium risk jobs that are classified under Medium risk. Vendors must fulfil the requirement specified for Category B in Appendix 2-OSM-5 of Contractor Safety Code of Conduct document. Any Vendor who is a registration under Category-B shall have ISO 9001 Certification from accreditation agency recognized by Tata Power.
- 1.9. **Category C Vendor:** Vendors eligible to carry out low or very low risk activities and office jobs. For the contract with the requirement specified for Category C in Appendix 1a-OSM-5 of Contractor Safety Code of Conduct

document. Any Vendor/Contractor wants to register under Category-C shall have ISO 9001 Certification from accreditation agency recognized by Tata Power.

- 1.10. **Category D Vendor:** Consultants, Medical Practitioners or vendors taking job from Tata Power but working from their own premises (e.g., material recycling at vendor's own shop floor etc.) are classified as Category D Vendor.
- 1.11. **High/Very High-Risk Jobs:** A Job or its activities are considered as Very High or High Risk when OHS manager apply the Tata Power Hazard Identification and Risk Analysis procedure and found safety risk associated with the job as Very High or High category. Indicative lists of jobs are given in appendix 'B' of this document.
- 1.12. **Medium Risk Jobs:** Jobs or its activities are considered as medium risk when OHS manager apply Tata Power Hazard Identification and Risk Analysis procedure and found the same as Medium Risk.
- 1.13. **Low/Very Low Risk Jobs:** Any job or its activities are considered as Low or Very low risk when OHS manager calculate it by applying Tata Power Hazard Identification and Risk Analysis procedure and found it under Low or Very Low category.
- 1.14. **Long Duration Jobs:** When the duration of job is 12 months or more, it is considered as long duration job.
- 1.15. **High Value Jobs:** When the value of the job contract is Rs. One Crore or more it will be considered as High value job.

2 Health and Safety Policy



HEALTH AND SAFETY POLICY

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

- Maintain and continually improve our management systems to minimize hazards and reduce health & safety risks to all our stakeholders.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of materials and appointments in key positions.
- Comply and strive to exceed all applicable health & safety legal and other requirements.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels.
- Engage our employees and higher management in maintaining a safe and healthy work environment through consultation and participation.
- Instill a safety culture by visible leadership and empowerment.
- Ensure required competency to enable our employees and business associates for working safely.
- Promptly report incidents, investigate, share suitable learnings and prevent re-occurrence.
- Influence our business associates to adhere to the highest health and safety standards and align with Tata Power's health & safety codes and practices.
- Set safety & health metrics or indicators of performance, monitor progress and undertake regular health & safety performance.

We shall ensure the availability of appropriate resources in all areas to fully implement and ensure that this policy to all stakeholders by suitable means and periodically review its relevance to meet a constantly changing business environment.

Chaitan Maheshwari
TATA POWER
Lighting up Lives!


(Chaitan Maheshwari)
CEO & Managing Director



3. 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 are not limited to Factory Act, Electricity Act, Blam killy 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. Thus, for workforce of 500 workers there will be one qualified safety officer and 10 safety supervisors. For every 500 additional in workforce, the contractor must add 1 safety officer and 10 safety supervisors. The Tata Power Project Safety Manager will review and approve the appointment of all safety officers and supervisors. Contractor/Subcontractor safety supervisors must work with Tata Power Safety Managers and align themselves with Tata Power safety requirements.

Each Contractor's Site Manager is responsible, and will be held accountable, for the safety of their own workforce as well as contractors of sub-contractors. He should also ensure that all equipment, materials, tools and procedures remain in safety condition at all site including:

- 3.1.1 Holding site 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 in order to meet Tata Power 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 all employees and initiate all safety training requirements.
- 3.1.5 Provide safety performance report at an agreed frequency.
- 3.1.6 Stopping of unsafe work (acts and/or conditions) immediately, until corrective action be taken.
- 3.1.7 Perform safety audits for all the site.
- 3.1.8 Ensure only tested and certified tools and equipment is issued to workers.

3.2 Contractor Supervisors and General Staff

Contractors' site supervisors and general staff members in charge of job site functions such as handling the log, warehousing, purchasing, cost 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 a comprehensive, and effective Health, Safety and Environment Program. Each supervisor will proactively participate in the SHE programs by observing, correcting, and reporting unsafe acts and conditions at plant sites.

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3.3 Contractor Workforce

Site Safety Officer/Safety Supervisor / Safety Coordinator shall be recognized by the order manager / safety head of the division and their gate passes shall be issued.

All employees for any work shall attend SHFI (or - 1 Foundational Course in Safety). Depending on the critical procedure or job employees shall also be required to attend SHI -2 course of critical high risk operations. All Supervisors shall be required to attend SHI -3 Supervisory Training. All the above trainings will be conducted by TPO or other equivalent institute approved by Tata Power.

Contractor employees shall be required to attend any other activities training if suggested by Order Manager or Site Safety Head.

Contractor / Vendor shall mobilize their manpower well in advance to complete the training through TSGU.

Workforce shall understand operation trigger mobilized by the Contractor shall have valid competency certificate issued by the approved agency / institute.

Contractor employees must make safety a part of their job by following safety rules and regulations while using all equipments and safety equipment. They must also follow part of the Plant / Site's Safety program.

Every member of the workforce is expected to report for work without influence of any Drug/Alcohol.

All employees shall report hazardous conditions, practices and behaviors in their work areas and correct wherever possible.

Workforce is responsible for active participation in safety and health programs, suggestion systems, trainings and reporting of unsafe practices. Unsafe conditions, incidents and injuries to their supervisors.

3.4 Vendor/Contractor/sub-contractor

Vendors-Contractors will always comply with and ensure that their workforce comply with all site safety rules and regulations. Specifically, with applicable instructions of the Tata Power Site Safety Management Plan and all applicable safety rules and regulations.

After receiving the work order purchase order vendor/contractor/bidder shall not appoint Sub-contractors 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 a Contractor is appointed without the permission of SSC or a written evaluation through SSC process.

1. *Contractor/ Vendor/ Sub-contractor*

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4 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 and regulations. In each case, the most stringent regulation shall prevail.

4.1 Requirement of Tools and Tackles

- Tools & Tackles used to carry out the job shall be checked and inspected by Order Manager and safety Officer.
- vendor must submit a valid Certificate from Competent person under the Factories Act 1948 and State Factories Act for all Lifting Tools and Tackles (like Hoist, J Shocks etc, Chain Slings, wire ropes etc).
- All Electrical Hand Tools must be tested for leakage of current by a person regularly authorized by Tata Power. Electrical power must be taken through RCCB of 60mA. Electrical hand tools should not have core more than 3 meters in length. If power source is at more than 3 meters, extension boards with RCCB of 30 mA and GND switch, shall be used.
- Removal or inclusion of tools or new tool/tackles/machinery/equipment shall should only be done with concurrence of the order Manager / Exec Officer.

4.2 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 installed requirements and ensure compliance.

4.2.1 Lock Out and Tag Out Procedure

This procedure is applicable to be used in the location of Personnel while sawing or performing maintenance on equipment, pipeline / vessel / process system. There 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. TSM&GSK/JOTC/001 REV 01 available on public website of Tata Power (www.tatapower.com) ; Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>.

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4.2.2 Excavation Safety (Shoring and Sloping) Procedure

This procedure is developed to cover the safe practices required for shoring and sloping in excavation and shoring jobs. This procedure is developed to establish mandatory requirements for personnel to protect personal safety and equipment from hazards associated with above activities. For complete procedure kindly refer Procedure Document No TPSMS/OS/SAF/005 REV 04 available on official website of Tata Power (www.tatapower.com) | Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>

4.2.3 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/OS/OSF/000 REV 01 available on official website of Tata Power (www.tatapower.com) | Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>

4.2.4 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 with the area. For complete procedure kindly refer Procedure Document No – TPSMS/OS/WH/001 REV 01 available on official website of Tata Power | Link: <https://www.tatapower.com / sustainability / safety-documents.aspx>

4.2.5 Heavy Equipment Movement Safety Procedure

Heavy equipment lifting and movement is an activity involving loading, unloading, storage and movement from one place to another, involving lifting and erection or repair of or containers with cranes or hoists. Malicious machinery and equipment handling operations are being carried out by large capacity cranes and hoists, which have the operator and hoist. The procedure covers safe practices and preventive measures with such equipment and their use. For complete procedure kindly refer Procedure Document No – TPSMS/OS/EM/005 REV 01 available on official website of Tata Power (www.tatapower.com) | Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>

4.2.6 Mobile Crane Safety Procedure

Mobile cranes are responsible for many incidents, injuries. Falling loads from mobile cranes pose severe hazard to personnel and nearby areas and property. Many types of cranes, hoists, and rigging devices are used for lifting and moving materials. To maintain safe working standards must be adhered to and only qualified and licensed

individuals and use the same. For any pla procedure kindly refer Procedure Document No -TPSMS/SS&S/10000 REV 04 available on official website of Tata Power (www.tatapower.com) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.7 Scaffold Safety Procedure

This procedure is developed to provide the health and safety of the erection, use, dismantling and maintenance of access scaffolding in the workplace. It is developed to establish mandatory requirements for erection of protect personnel from hazards associated with erection, use and dismantling of scaffolds. For complete procedure kindly refer Procedure Document No -TPSMS/SS&S/10000 REV 04 available on official website of Tata Power (www.tatapower.com) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.8 Electrical Safety Procedure

The objective of these standards is to specify minimum mandatory requirements and advisory guidelines 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/SS&S/10000 REV 04 available on official website of Tata Power (www.tatapower.com) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.9 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/SS&S/10000 REV 04 available on official website of Tata Power (www.tatapower.com) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.10 Fire Safety Management Procedure

Objective of this standard is to specify the minimum mandatory requirements and advisory guidelines to ensure prevention of fire safety incidents and managing/controlling the impacts of fire as per Fire Safety Management Procedure Document No (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.11 Permit to Work Procedure

Given the inherent hazards of the power generation and distribution industry, a significant number of TATA POWER operations and regulations 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 - TPSM&OSP/ST/COMB REV 04 available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.12 LIFT (Elevator) Safety Procedure

The above safe operating procedure for taking control of lift can before entering and exiting the pit of OT 3 make elevators. For complete procedure kindly refer Procedure Document No - TPSM&OSP/LI/001 REV 01 available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.13 Working on conveyor belt Procedure

This procedure is developed to cover the safe practices required for Working on the conveyor and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure Document No - TPSM&OSP/COMV/002 REV 01 available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.14 Handling Hazardous Materials Procedure

This Procedure is developed to provide procedure for recycling and for safe disposal of used / waste batteries in compliance with all legislation. For complete procedure kindly refer Procedure Document No-TPSM&OSP/HAZM/003 Rev C available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.15 Material Handling and Storage Procedure:

The purpose of this document is to provide procedure to assist the safe handling of materials (material Handling and movement handling). For complete procedure kindly refer Procedure Document No - TPSM&OSP/MAT/004 REV 01 available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.16 Contractor Safety Management Procedure

The purpose of this document is to engage with contractors in a way to ensure safe work environment for everyone working by Tata Power. For complete procedure kindly refer Procedure Document No - TPSM&OSP/CGM/01 REV 01 available on official website of Tata Power (www.tatapower.com).

The above procedure will be updated time to time and the updated version of the current procedure will be available on official website of Tata Power (www.tatapower.com) for your reference.

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4.3 Other Conditions:

- No Statutory Work explicitly should strictly be followed.
- HHA/JSA as per the job scope must be prepared in detail and submitted along with Site Safety Plan by the successful bidder.
- Personal protective equipment (PPE) must always be checked before use to ensure that they are in good condition and clean. Replace them if necessary.
- All relevant PPE that be provided by the vendor while working at the site.
- Housekeeping shall be maintained at the time while execution of work. All the unwanted material shall be removed from the site at the end of the day's work. Discarded parts shall be taken out of the site which shall be kept in identified place and it shall be shifted to scrap yard or disposed of as per instruction of owner manager.
- Site Safety Plan shall be prepared by successful bidder along with order manager. Appendix I to be filled by successful bidder and submitted to Tata Power safety in charge, before mobilization of team at the and start of the work.

5 Training and Capability Building

Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and are managed as specified by Tata Power as per Indian Regulatory. Tata Power Safety Manager will assist in trainers training and related documentation to ensure its adequacy.

5.1 Tata Power Site Safety Orientation

All Tata Power contractor and subcontractors who works is required to attend Tata Power Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Site 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:

1. Introduction, personal safety introduction
2. Hazard's reporting
3. Reporting of injuries
4. Emergency procedures
5. Safety Significance and Program including disciplinary measure and Incentives.
6. Official safety personnel role and responsibilities

5.2 Capability Building

5.2.1 **Capability Building.** Appropriate training such as RHF 10, 1, 12 and 3 shall be completed by job holder, either supervisor or worker, to do higher job safely. The skill training is provided through HSEI and other agencies authorized by Tata Power as the list of list Safety procedures given from 4.2.1 to 4.2.14. Duration of training will be as

specified by Tata Power. These hand tools (i.e. interchangeable heads and tails) are issued by TPEO and Tata Power from time to time. Contractor shall ensure that concerned workmen are provided with adequate training before he/she can execute the work. An evaluation test will be conducted after the completion of the training. Those employees who meets the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen must reappear for competency training and assessment.

- 5.2.2 If the workman is not able to qualify the assessment, he/she will be given 2 additional attempts to clear in 3-month time frame, when he/she will not be allowed to work in Tata Power.
- 5.2.3 Recognition to the Prior Learning (RPL) in Safety: If "Under Manager" recommendation and "Head of the Safety Department" decision is satisfied with the safety knowledge & competency of the employee of contractor, a test (JPL) may be conducted by J-SLI or other recognized Institute to assess the prior learning in safety. If employees of the contractor will pass in such test, he will be exempted to appearing in SFPL training.
- 5.2.4 Quarterly Revalidation Test: After every three months, JSLI Revalidation test will be conducted for the contractor's employees to revalidate their safety awareness and knowledge.
- 5.2.5 Over Manager and Safety In charge of the Live site-Site Plant will conduct a Competency Assessment of all workmen, going to be deployed at the plant for High Risk job.

6 Pre-Employment and Periodic Medical check up

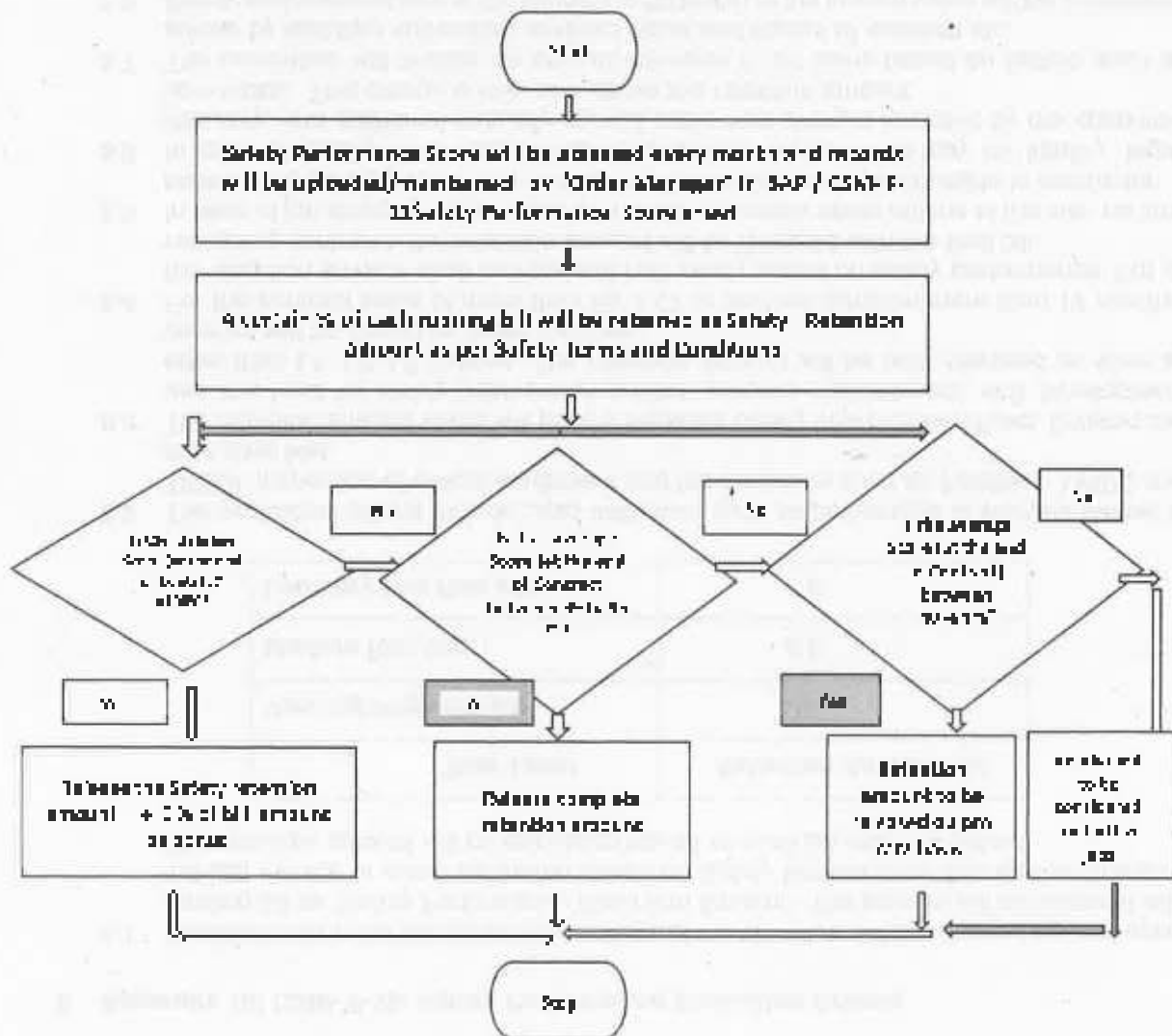
Contractor shall arrange to conduct a pre-employment and periodic health check-up for its workmen by Tata Power medical officer or Tata Power authorized medical officer. The contractor shall be able to produce the certificate prior to the employment. The contractor shall also organize to conduct periodic medical check-up (six monthly) for the following categories of employees:

- Drivers (Check for Vision & Hearing)
- HPIE Equipment Operators (Check for Vision & Hearing)
- Workmen working at Height (Check for Vision, Hearing, Vertigo & Height, etc.)
- Workforce Handling the Pressure - Cylinders - Gas, Air and Liquefied (Gas, X-ray and Lung Function Test)
- Workmen in High Noise area (> 90 Decibels), Check for Hearing
- Workmen handling radiographic equipment for conducting RDT.
- Workforce, working in specific areas requiring specific medical attention should conduct the medical check-up as per in the respective Site Safety Management Plan.

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7. Safety Performance Evaluation and Penalties:

During job execution, regular site inspection will be carried out by the Tata Power officials. Safety violations will be dealt as per CSM-F4 Safety Violation Penalty Criteria. Apart from the above "Monthly Safety Performance" of the contractor will be evaluated based on the performance criteria as per CSM-F11, Safety Performance Score and monthly score will be maintained on SAP by the Order Manager. Certain percentage of each running bill will be retained as Safety Retention amount and will be released on the basis of Safety Performance Score at certain intervals as defined in CSM-F-3- Safety Performance Evaluation Criteria. Please refer Appendix 10 Process Flow Chart for Safety Performance Evaluation. Percentage of retention amount is also given below:



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B Appendix 10: CRM- E-10- Safety Performance Evaluation Criteria

8.1 Based on risk in the job certain percentage of the bid value will be retained against every running bid as 'Safety Performance Retention Amount'. The amount will be released with the last invoice or every 6th month based on Safety Performance Score of contractor. The retention amount will be calculated based on contract value as below:

Risk Level	Retention Amount (%)
Very High-High Risk jobs	2.5
Medium Risk jobs	2.0
Low/Very Low Risk jobs	1.0

- 8.2 The evaluation criteria include Lead Indicators such as percentage of workers trained in IPBDI, inspection of critical equipment and lag indicators such as Fatalities, NNTC and man days lost.
- 8.3 The retention amount held will go to a separate Safety Improvement Fund. Div's can use it to fund for safety intervention project, process improvement, skill development other than L1, L2, L3 training. The retention amount will be auto released as soon as contract will be closed by order manager.
- 8.4 For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released when the bid bid.
- 8.5 In case of job stoppage due to safety violations / unsafe conditions at the site, the balance shall be given to the contractor if such delays are attributable to contractor.
- 8.6 In case of fatality, fire loss or loss of property, vendor must pay for liability, legal charges, and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.
- 8.7 The committee will include an amount between 5-50 lakhs based on factors such as advice by statutory authorities, contract value and impact of accident etc.
- 8.8 Safety performance bonus 1% (limited to 50 lakhs) of the contract value will be awarded annually and of 0.5% for the contracted safety performance score 100%.
- 8.9 During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on metrics attached herewith and apply the Contractor's management policy as applicable.
- 8.10 Site Manager, divisional and SRIL shall have the authority to terminate the contract in case of consecutive serious violations.

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9 Appendix 11: CSM- F-11 Safety Performance Score

Sr. No.	Parameter	Unit of Measurement	Target	Weightage	Actual Performance	Actual Score
Lead Indicator						
1	% of Employees certified by TPRQA (certified agency)	Number	100%	20		
2	Monthly inspection completed for Critical Equipment, lifting tools & ladders and hand tools used at site by contractor	Number	80%	15		
3	Condition of lifting tools, ladders and equipment to be checked by order weekly	Number	100%	10		
4	<u>Safe (designated way) Disposal of Waste generated</u>			10		
5	<u>Records of waste (Hazardous Waste – Oily cotton waste & bags etc.) generation</u>					
6	<u>No Slips/trips/falls</u>					
7	<u>No effluents/discharges to ground</u>					
Lag Indicator						
1	Number of Fatalities	No	0	15		
2	Number of Lost workday case (LWDC) (reportable)	No	0	10		
3	Number of non-reportable cases	No	0	10		
4	Man days Lost	Man days	0	10		
					Final Score	
					Invoice Value	
					Amount to be released	

10 Revised Penalty Chart for Safety Violations (Unsafe Acts and Unsafe Conditions)

Penalty shall be imposed on the contractors under the following circumstances for a breach of the contractual agreements:

Sr No	Description of violation	Severity	Penalty
		Index	
1.	Working without Permit	5	5000/-
2.	Untrained / HSEI worker on high risk jobs	5	5000/-
3.	Nonhygienic / Red or rotten old PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	3000/-
5.	Unsafe Area/Condition of Severity 4	4	2000/-
6.	Unsafe Area/Condition of Severity 5	5	5000/-
7.	No Earthing of Electrical Equipment	5	5000/-
8.	Damaged welding cable	5	5000/-
9.	Violation of Positive Isolation Procedure / CTCG Not followed	5	5000/-
10.	ELCB of more than 30 mA/ELCB not working	5	5000/-
11.	On/Off switch of working machine not working	5	5000/-
12.	Electric cable tied with metal wire	5	5000/-
13.	Leakage found in hose / cylinder	5	5000/-
14.	Use of TC	5	5000/-
15.	Use of 3 engine based three wheeler at the work site.	5	5000/-
16.	Strafing the job without Traffic Tpt.	5	5000/-
17.	Gas leak falling on DV hose / Gas-line pathways / Equipment	5	5000/-
18.	No safety lock in crane hook	5	5000/-
19.	Load raised or swung over people or occupied areas of buildings	5	5000/-
20.	Persons standing in swing area of construction equipment.	5	5000/-
21.	Lifting damaged slings.	5	5000/-
22.	Unstable scaffolding-nonstandard scaffolding in use	5	5000/-
23.	Handrails and midrails are missing	5	5000/-
24.	Safety Harness not anchored with the rated load structure	5	5000/-
25.	Fall arrest not provided/ Not being used	5	5000/-
26.	Use of Incline not used for working at height	5	5000/-
27.	No sheltering in Electrical Substation / DB room	4	2000/-
28.	Water found accumulated in Electrical Substation / saw near working machine.	4	2000/-
29.	Inserting electric cables into socket, without using plug.	4	3000/-
30.	Use of damaged, abraded/ split/ two core cables.	4	2000/-
31.	Inflammable material found in Distribution Room/ welding areas.	4	3000/-
32.	Open material falling in the excavated pit	4	2000/-
33.	Water logging in excavated pit trenches	4	2000/-
34.	No / Inadequate Barricade	4	2000/-
35.	Undercut cave in found on sides of excavated pits	4	2000/-
36.	Crushing wheel / Coupling / Trip wheel/other loading parts not out-guard	4	2000/-

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14/01/2022

37.	The HMW/loads Crane operator does not have a valid LHMV driving license.	2	2000
38.	The loading area is not level or properly.	2	2000
39.	Ladder not anchored at top.	4	2000
40.	Opening found in working platform or scaffolding/floor.	1	2000
41.	Inadequate illumination of the working area.	4	2000
42.	Loose materials lying on Gantry, platform.	1	2000
43.	Cleaning with Compressed Air.	3	500
44.	Gas Cylinders being without cap.	9	500
45.	Gas Cylinders stored without securing.	3	500
46.	Bringing vehicle away from the site after work completed by Safety dep..	9	500
47.	Leaving drum for sliding or accessing height.	3	500
48.	Mixing emergency medicines like the Hydrant hot hose box, safety system eye wash etc.	3	500
49.	No provision of Safety net where falling materials or loads may occur.	9	500
50.	Taking electrical supply from non-designated outlet rather than socket.	2	500
51.	Prohibited garbage, debris or residue in site.	9	500
52.	Not reporting incident.	2	500
53.	Entering into restricted area like boiler, panel, hazardous storage.	9	500
54.	Work without supervision.	2	500
55.	Parking of vehicle without applying wheel chocks at right, front and left rear end where other than passenger cars.	9	500
56.	Heavy Vehicle without helper or co driver.	8	500
57.	Not wearing the safety harness at site.	9	500
58.	People travelling in back body of vehicle.	3	500
59.	Parking of vehicle in non-designated area.	9	500
60.	Shifting heavy materials without guide ropes.	2	500
61.	Using other than 24V lamp inside the confined space/use of other than 24V lamps.	9	500
62.	Angular loading/lifting with Crane or hoist.	2	500
63.	By passing the limit of the Safety Interlock.	9	500
64.	Housekeeping activities on road without proper hand mode.	2	500
65.	Trying to board or alight from running vehicle.	3	500
66.	Cylinder, Gas or Gas cylinders not closed when not in use.	9	500
67.	Flash-back arrester not used.	3	500
68.	Hand Trolley wheel to rotate freely.	9	500
69.	Supports of required length on both sides of poles are not used during movement of strand.	2	2000
70.	Section overwedge not provided when the vehicle is parked.	3	500

71.	Portable Trolley not provided to hold the cylinders.	5	500/-
72.	locked First Aid kit.	3	500/-
73.	Caution boards, danger signs, fluorescent red light with emergency contact number are not found displayed.	2	500/-
74.	Teaser board, jumping or leaving gaps.	3	500/-
75.	Stacking of pipes, pile casing, cranes without check blue-awards/gaps.	5	500/-
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/-
77.	Without Safety Helmet at working sites.	4	250/-
78.	Without Crash Helm for cranes;	4	500/-
79.	Without Full Body double lanyard Safety Harness for work at height;	5	5000/-
80.	Without Hand gloves - Welding, Handling, Working, Climbing.	4	150/-
81.	Without Safety goggles face shield - Welding/Cutting/Grinding.	3	5000/-
82.	Handling Chemicals without PPE Apron.	5	5000/-
83.	Smoking in prohibited areas (e.g. Oil down / Work area / Storage of Flammable material etc.) Area where is combustible oil.	5	1000/-
84.	Sleeping at Workplace.	3	100/-
85.	Driving beyond speed limit.	3	1000/-
86.	Seat Bel. While Driving (for front seat passengers and driver).	4	500/-
87.	Driving without license.	4	1000/-
88.	Heavy Commercial vehicles without reverse gear.	3	500/-
89.	Non-functional Head Light/Tail Light and side indicators.	4	100/-
90.	Using Mobile Phone During Driving.	5	5000/-
91.	Poor visibility of registration number without registration number.	3	100/-
92.	Driver without back view mirror.	3	100/-
93.	Over speeding above specified limit.	3	500/-
94.	Engine Oil Fuel Pressure gauge on Oxygen/LPG/Acetylene cylinders.	4	500/-
95.	Without Flash back arrester on Industrial Acetylene & Oxygen cylinders.	5	5000/-
96.	Spillage of hazardous materials like weak acid and transportation.	4	2000/-
97.	Flammable equipment without Far range FIDSP, D/LA, Inerting Valve.	5	5000/-
98.	Lifting Hooks & Latches used without required Test Certificates.	5	5000/-
99.	Drinking or eating (not using) at work.		
100.	• First Time	3	Warning
101.	• Re-occurring	4	1000/-

The Tata Power Company Ltd

Document No.
TPE/SA/3584/ST/2009 REV 04



Safety Terms and Conditions

Date of Issue:
10/01/2012

102.	• Third Time	5	5000/-
103.	Serious violation of House Keeping (after 1st or 2nd warning is issued as per by Project Manager depending on the severity)	5	Rs. 10000/- and above
104	Repeat Violation of same nature	5	5 X Penalty for violation
105	Appointment of subcontractor without the Safety Bt. Evaluation and/or without the permission of engineer in charge or Order manager.	5	5% of Contract value

The Tata Power Company Ltd



Bid Document 1-6

FORMAT C 5
Document No.
TPSMS/GSP/CSM/015 REV 02

Date of Issue:
01/08/2016

Safety Bid Document

Safety PQR Requirement

The Tata Power Company Ltd		<i>Bid Document 1-6</i>
FORMAT C 5 <i>Document No.</i> <i>TPSMS/GSP/CSM/015 REV 02</i>		<i>Date of Issue:</i> <i>01/08/2016</i>

If the job is "High Risk " or "High Value " or " Long duration" then Tata Power Corporate Contracts Department will attach following documents along with the Request for Quotation (RFQ):

- 1) Tata Power Safety Terms and Conditions (attached Separately)
- 2) Tata Power CSM- F7-Safety Competency Form
- 3) Tata Power CSM-F8-PPE Requirements

If the job is not coming under "High Risk /High value /Long duration" than the RFQ will be contain only "Tata Power Safety Terms and Conditions"

The Tata Power Company Ltd		<i>Bid Document 1-6</i>
FORMAT C 5 <i>Document No.</i> TPSMS/GSP/CSM/015 REV 02		<i>Date of Issue:</i> 01/08/2016

CSM-F7-Safety Competency Form

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 :-

Category of Manpower Deployed	Minimum Qualification & Experience	Proposed Numbers against each category month-wise			
		Month 1	Month 2	...	Month n
Project Manager					
Site-In-Charge (Site Manager)					
Shift-in-Charge					
Safety Officers					
Supervisors					
Technicians					
a.....					
b.....					
Highly Skilled Workmen					
a.....					
b.....					
Skilled Workmen					
Semi-Skilled Workmen					
Unskilled Workmen					
Total Manpower					

Instructions to Bidder to fill:

- Bidder to provide the overall site manpower deployment schedule as above.
- Bidder to indicate (through colour code mentioned below) their direct and sub-contracted employees
Direct bidder employee
Partly Direct / Partly sub-contracted
Sub-Contracted
- Against each of the category, bidder to indicate the minimum qualification and experience of the proposed manpower.
- Rows can be added to also identify other specialised manpower e.g. specific details to be included for high risk activities operators
- Columns can be extended to the actual duration of Site activities.
- Bidder to note that if operations is in shifts, then Shift-in-charge / safety officers are required for each shift of operation.

The Tata Power Company Ltd		<i>Bid Document 1-6</i>
FORMAT C 5 Document No. TPSMS/GSP/CSM/015 REV 02		<i>Date of Issue:</i> 01/08/2016

2. List of Tools ,Tackles & Equipments :-

Bidder/Vendor to provide the list of tools, tackles, equipments to be used during the job/ project execution. Bidder/Vendor to ensure that all the lifting tools and tackles, 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	Remarks
1					
2					
3					
4					
5					
6					
7					
...					

3. Safety Records:

Bidder to provide the details of fatalities and lost work day cases (LWDC) which may happened during the last three years (data to be provided for the last completed year and preceding 2 years).

Description	Safety Data for Last 3 Years		
	Year 1	Year 2	Year 3
	20__ - __	20__ - __	20__ - __
Fatalities (Nos.)			
Lost Work Day 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

The Tata Power Company Ltd		<i>Bid Document 1-6</i>
FORMAT C 5 <i>Document No.</i> <i>TPSMS/GSP/CSM/015 REV 02</i>		<i>Date of Issue:</i> <i>01/08/2016</i>

4. Job Safety Plan/ Method Statement:

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

5. Accreditations:

Sr.	Certification	Yes / No	If Yes, Year of Certification	If No, Planned date for Certification
1.	ISO 9001			
2.	ISO 14001			
3.	OSHAS 18001			
4.	Any other (please 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		<i>Bid Document 1-6</i>
FORMAT C 5 Document No. TPSMS/GSP/CSM/015 REV 02		<i>Date of Issue:</i> 01/08/2016

CSM-F8-PPE Requirements

The Bidder/Vendor shall ensure that the following PPE of Approved standards shall be available at all time and shall be used by his employees with no exception whatsoever.

1	All contractor's employees at site	Safety Florescent Jacket (orange colour), Safety helmet & safety shoes with steel toe cap
2	Workers mixing asphalt , cement , lime / concrete	Safety goggle & protective Hand gloves and footwear, Nose mask.
3	Welders / Grinders	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	Rubber hand gloves & Electrical resistant shoes.
6	Workers engaged in insulation using glass wool etc.	Respiratory mask & leather Hand gloves, goggles.
7	Workers engaged in coal handling plant, ash handling plant and working in high dust area.	Dust mask, Hand gloves, protective goggles.
8	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

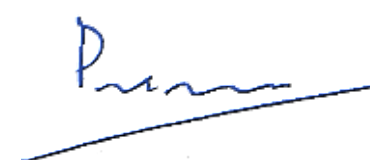
- PPE shall be conforming to BIS/DGMS/DIN specifications, in good condition and shall be comfortable to his employees, when used.

HEALTH AND SAFETY POLICY

We, at Tata Power, reaffirm our belief that the health and safety of our stakeholders is of the utmost importance and takes precedence in all our business decisions. In pursuit of this belief and commitment, we strive to:

- Maintain and proactively improve our management systems to minimize health and safety hazards to our stakeholders and all others influenced by our activities.
- Comply and endeavour to exceed all applicable occupational health & safety legal and other requirements by setting the highest standards.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels, for improving and sustaining health & safety performance.
- Involve our employees in maintaining a safe and healthy work environment through risk assessments, periodic reviews of operational procedures, safe work methods and adoption of new technology.
- Develop a culture of safety through active leadership and provide appropriate training at all levels to enable employees developing their skills to work safely.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Ensure availability at all times of appropriate resources to fully implement the health & safety policy of the company.
- Promptly report incidents, investigate for root causes and ensure lessons learnt shared and deployed across the company.
- Ensure service providers and their workmen align with company's safety codes and practices for the health and safety of personnel working with us.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve performance.

We shall actively communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER

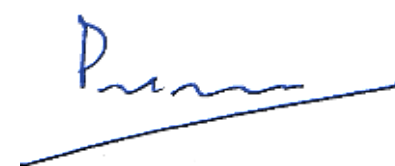
Lighting up Lives!



CORPORATE ENVIRONMENT POLICY

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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th 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 Sinhal
CEO & Managing Director

Date: 15th 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

21st 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.
-

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 29th 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.



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.)

NOTES

NOTES



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

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.

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

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 statutes: (along with the latest amendments/additions, as applicable):

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

Social Accountability (SA 8000):

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
Organization			
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		
Governance			
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?		
Environment/ Planet			
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?		
Green Technology/ Innovation			
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.)?		
Social/ People			
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		
Certifications: Does your company have following certifications (valid till date-please mention validity)			
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 Sinhal
CEO & Managing Director

Date: 15th 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

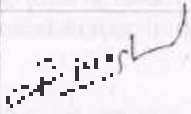
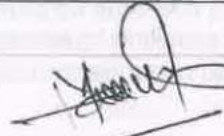

The Supplier shall notify the Company regarding any known or suspected improper behaviour of other suppliers or employees relating to its dealings with Tata Power, by email to: cecounsellor@tatapower.com.

The same can also be raised through our 3rd party ethics helpline facility:

1. Email id: tatapower@ethics-line.com ; Website: 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

Sr.No		Criteria	Minimum Requirement
1	Manpower	Safety Officer (1 per 500 workers)	Qualification- Officer shall possess Advance Diploma In Safety by state technical board. Experience- Minimum 1 year experience in relevant field as mentioned in the job in PR.
2		Supervisor (1 per work site upto max. 50 workers)	Qualification- Supervisor shall possess ITI/ Diploma in relevant field. Experience- Minimum 2 year experience in relevant field as mentioned in the job in Retraining – Trained and certified by TPSDI or equivalent institute in relevant safety procedures. Note: On request of the contractor/Users -TPDSI should vet & certify the skilled & experienced Technician if Technical Qualification is not adequate.
3		Technician (Skilled workers as electrician, rigger, fitter, welder, cable jointer, line men etc) as applicable	Experience- Minimum 2-year experience in relevant field as mentioned in the job in Retraining – Trained and certified by TPSDI or equivalent institute in relevant safety procedures.
4	Tools & Tackles	Tools & Tackles (lifting and shifting tools)	The list of all the tools and tackles to be submitted by the contractor. Evaluation of the list will be carried out based on 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
5	Safety Records	Safety Records	Safety Records for last 3 years (as per vendor or as per our knowledge) –Recommendation?
6	Safety Plan	HIRA/Contract Job Safety Plan	Adequacy of HIRA and Job Safety Plan with respect to relevant job. More weight age will be given to vendor for using mechanized work and advanced tools and equipments
7	Accredited Bodies Certificate	ISO-9001	ISO-9001
		ISO-14001	ISO-14001
		ISO 45000	ISO 45000

Appendix 3: Safety Terms and Conditions

Reason for Change	Date of Last Revision	Prepared By	Reviewed By	Approved by
1. Simplify the procedure 2. Addition of capability building 3. Removal of GFSA 4. Addition of Environmental KPI 5. Retention amount is based on risk involved in job	<u>11 May 2015 -R1</u> <u>10 January 2022 -R4</u>	 Nilesh Sharma Head, Safety (Reviewed)	 Anand Kumar (Chief Corporate Contracts)	 Suresh H. Khetwani ; Chief safety and Environment <i>14/01/2022</i>

The Tata Power Company Ltd Corporate ID TP-SMS/OSR/STC/009.HLV.14		Safety Terms and Conditions
		Date of Issue: 19/01/2022

1 Definitions

- 1.1. **Order Manager:** Order Manager is the Tata Power representative, who has the ownership of the given job.
- 1.2. **Site Safety Management Plan:** It is the safety plan agreed between Contractor and Tata Power. It will contain the entire job specific safety requirements and will be signed by the contractor.
- 1.3. **Contractor:** An individual or a company that provides services to Tata Power under a signed contract.
- 1.4. **Emergency:** a serious, unexpected or dangerous situation requiring immediate action, which may result in loss of revenue/property, business discontinuity. In case of Emergency*, services may be procured by selecting the quote of vendor based on the vendor category without the safety bid evaluation. It must be approved by ME level and above.
- 1.5. **Expert Service jobs:** Jobs which needs expert service of contractor which does not involve direct exposure to the potential risk or work which involves only supervisory work such as expert for turbine overhaul, expert for boiler over haul, expert for pump and motor, expert for compressor overhaul.
- 1.6. **CCO/Chief/Head of Division/Unit/Utility:** Responsible in charge of the division who is overall in-charge of the generating station or transmission division or distribution division.
- 1.7. **Category A Vendor:** Vendor eligible to carry out Very High & High risk jobs per Tata Power Hazard Identification and Risk Analysis Procedure) and/or Long-Term Contract related to operation and maintenance (OSM) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 1B-OSM-5 of Contractor Safety Code of Conduct document. Any vendor who is a registration under Category-A shall have ISO 45001/OSHAS 18001 Certification from accreditation agency recognized by Tata Power.
- 1.8. **Category B Vendor:** Vendors eligible to carry out Medium risk jobs that are classified under Medium risk. Vendors must fulfil this requirement specified for Category B in Appendix 2-OSM-5 of Contractor Safety Code of Conduct document. Any Vendor who is a registration under Category-B shall have ISO 9001 Certification from accreditation agency recognized by Tata Power.
- 1.9. **Category C Vendor:** Vendors eligible to carry out low or very low risk activities and office jobs. For the contract bid the requirement specified for Category C in Appendix 1a-OSM-5 of Contractor Safety Code of Conduct

document. Any Vendor/Contractor wants to register under Category-C shall have ISO 9001 Certification from accreditation agency recognized by Tata Power.

- 1.10. **Category D Vendor:** Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises (e.g., material recycling at vendor's own shop floor etc.) are classified as Category D Vendor.
- 1.11. **High/Very High-Risk Jobs:** A job or its activities are considered as Very High or High Risk when OHS manager apply the Tata Power Hazard Identification and Risk Analysis procedure and found safety risk associated with job or job very high or high category. Indicative lists of jobs are given in appendix 'B' of this document.
- 1.12. **Medium Risk Jobs:** Jobs or its activities are considered as medium risk when OHS manager apply Tata Power Hazard Identification and Risk Analysis procedure and found the same as Medium Risk.
- 1.13. **Low/Very Low Risk Jobs:** Any job or its activities are considered as Low or Very low risk when OHS manager calculate it by applying Tata Power Hazard Identification and Risk Analysis procedure and found it under Low or Very Low category.
- 1.14. **Long Duration Jobs:** When the duration of job is 12 months or more, it is considered as long duration job.
- 1.15. **High Value Jobs:** When the value of the job contract is Rs. One Crore or more it will be considered as high value job.

2 Health and Safety Policy



HEALTH AND SAFETY POLICY

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

- Maintain and continually improve our management systems to minimize hazards and reduce health & safety risks to all our stakeholders.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of materials and appointments in key positions.
- Comply and strive to exceed all applicable health & safety legal and other requirements.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels.
- Engage our employees and higher authorities in maintaining a safe and healthy work environment through consultation and participation.
- Instill a safety culture by visible leadership and empowerment.
- Provide required competency to enable our employees and business associates for working safely.
- Promptly report incidents, investigate, share suitable learnings and prevent re-occurrence.
- Influence our business associates to adhere to the highest health and safety standards and align with Tata Power's health & safety codes and practices.
- Set safety & health metrics or indicators of performance, monitor progress and undertake regular health & safety performance.

We shall ensure the availability of appropriate resources in all areas to fully implement and ensure that this policy to all stakeholders by suitable means and periodically review its relevance to meet a constantly changing business environment.

Chaitan Maheshwari
TATA POWER
Lighting up Lives!


(Chaitan Maheshwari)
CEO & Managing Director



3. 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 India and are not limited to Factory Act, Electricity Act, Blam kity 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. Thus, for workforce of 500 workers there will be one qualifed safety officer and 10 safety supervisors. For every 500 additional workers, the contractor must add 1 safety officer and 10 safety supervisors. The Tata Power Project Safety Manager will review and approve the appointment of all safety officers and supervisors. Contractor/Subcontractor safety supervisors must work with Tata Power Safety Managers and align themselves with Tata Power safety requirements.

Each Contractor's Site Manager is responsible, and will be held accountable, for the safety of their own workforce as well as contractors of sub-contractors. He should also ensure that all equipment, materials, tools and procedures remain in safety condition at all site including:

- 3.1.1 Holding site 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 in order to meet Tata Power 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 all employees and initiate all safety training requirements.
- 3.1.5 Provide safety performance report at an agreed frequency.
- 3.1.6 Stopping of unsafe work (acts and/or conditions) immediately, until corrective action be taken.
- 3.1.7 Perform safety audits for all the site.
- 3.1.8 Ensure only tested and certified tools and equipment is issued to workers.

3.2 Contractor Supervisors and General Staff

Contractors' site supervisors and general staff members in charge of job site functions such as handling incoming work orders, purchasing, cost 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 a comprehensive, and effective Health, Safety and Environment Program. Each supervisor will actively participate in the SHE programs by observing, correcting, and reporting unsafe acts and conditions at plant sites.

The Tata Power Company Ltd		Safety Terms and Conditions
Document No TTSU0038R0020009 NOV 04		Date of Issue 11/01/2005

3.3 Contractor Workforce

Site Safety Officer/Safety Supervisor + Safety Coordinator shall be recognized by the order manager + safety head of the division and their gate passes shall be issued.

All employees (for employees shall attend SHFI (or - 1 Foundational Course in Safety). Depending on the critical procedure or job employees shall also be required to attend SHI - 2 course of critical high risk operations. All Supervisors shall be required to attend SHI - 3 Supervisory Training. All the above trainings will be conducted by TPE-01 or other equivalent institute approved by Tata Power.

Contractor employees shall be required to attend any other activities training if suggested by Order Manager or Site Safety Head.

Contractor / Vendor shall mobilize their manpower well in advance to complete the training through TPE-01.

Workforce shall understand operation trigger mobilized by the Contractor shall have valid competency certificate issued by the approved agency / institute.

Contractor employees must make safety a part of their job by following safety rules and regulations while using all equipments and safety equipment. They must also adhere to the Plant / Site's Safety program.

Every member of the workforce is expected to report for work without influence of any Drug/Alcohol.

All employees shall report hazardous conditions, practices and behaviors in their work areas and correct wherever possible.

Workforce is responsible for active participation in safety and health programs, suggestion systems, trainings and reporting of unsafe practices. Unsafe conditions, incidents and injuries to their supervisors.

3.4 Vendor/Contractor/sub-contractor

Vendors-Contractors will always comply with and ensure that their workforce comply with all site safety rules and regulations. Specifically, with applicable instructions of the Tata Power Site Safety Management Plan and all applicable safety rules and regulations.

After receiving the work order purchase order vendor/contractor/bidder shall not appoint Sub-contractors 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 a Contractor is appointed without the permission of SSC or a written evaluation through SSC process.

3.5 Vendor/Contractor/sub-contractor

The Tata Power Company Ltd		Safety Tools and Tackles
Document No. TSPMS/ESH/ST/005 REV 04		Date of issue: 10/01/2022

4 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 and regulations. In each case, the most stringent regulation shall prevail.

4.1 Requirement of Tools and Tackles

- Tools & Tackles used to carry out the job shall be checked and inspected by Order Manager and safety Officer.
- Vendor must submit a valid Certificate from Competent person under the Factories Act 1948 and State Factories Act for all Lifting Tools and Tackles (like Hoist, J Shocks etc, Chain Blocks, wire rope etc).
- All Electrical Hand Tools must be tested for leakage of current by a person regularly authorized by Tata Power. Electrical power must be taken through RCCB of 60mA. Electrical hand tools should not have core more than 3 meters in length. If power source is at more than 3 meters, extension boards with RCCB of 30 mA and GND switch, shall be used.
- Removal or inclusion of tools or new tool/tackles or machinery / equipment shall should only be done with concurrence of the order Manager / Exec. Officer.

4.2 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 installed requirements and ensure compliance.

4.2.1 Lock Out and Tag Out Procedure

This procedure is applicable to be used in the location of Personnel while sawing or performing maintenance on equipment, pipeline / vessel / process system. There 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. TSPMS/ESH/ST/005 REV 04 available on vendor's website or Tata Power (www.tatapower.com) ; Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>.

The Tata Power Company Ltd		Rating: Final and Current
Document No: TPSMS/OS/SAF/005 REV 04		Date of Issue: 19/12/2019

4.2.2 Excavation Safety (Shoring and Sloping) Procedure

This procedure is developed to cover the safe practices required for shoring and sloping in excavation and shoring jobs. This procedure is developed to establish mandatory requirements for practices to protect personnel, safety and equipment from hazards associated with above activities. For complete procedure kindly refer Procedure Document No TPSMS/OS/SAF/005 REV 04 available on official website of Tata Power (www.tatapower.com) | Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>

4.2.3 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/OS/OSF/000 REV 01 available on official website of Tata Power (www.tatapower.com) | Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>

4.2.4 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 with the area. For complete procedure kindly refer Procedure Document No – TPSMS/OS/WH/001 REV 01 available on official website of Tata Power | Link: <https://www.tatapower.com / sustainability / safety-documents.aspx>

4.2.5 Heavy Equipment Movement Safety Procedure

Heavy equipment lifting and movement is an activity involving loading, unloading, storage and movement from one place to another, involving lifting and erection or repair of or containers with cranes or hoists. Malicious machinery and equipment handling operations are being carried out by large capacity cranes and hoists, which have the operator and hoist. The procedure covers safe practices and preventive measures with such equipment and their use. For complete procedure kindly refer Procedure Document No – TPSMS/OS/EM/005 REV 01 available on official website of Tata Power (www.tatapower.com) | Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>

4.2.6 Mobile Crane Safety Procedure

Mobile cranes are responsible for many incidents, injuries. Falling loads from mobile cranes pose severe hazard to personnel and nearby areas and property. Many types of cranes, hoists, and rigging devices are used for lifting and moving materials. To maintain safe working standards must be adhered to and only qualified and licensed

individuals and use the same. For any query, kindly refer Procedure Document No - TPEMS:SS&S:10009 REV 04 available on official website of Tata Power (www.tatapower.com) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.7 Scaffold Safety Procedure

This procedure is developed to provide the health and safety of erection, use, dismantling and maintenance of access scaffolding in the workplace. It is developed to establish mandatory requirements for erection & protect personnel from hazards associated with erection, use and dismantling of scaffolds. For complete procedure kindly refer Procedure Document No - TPEMS:SS&S:10017 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.8 Electrical Safety Procedure

The objective of these standards is to specify minimum mandatory requirements and advisory guidelines 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- TPEMS:SS&S:10019 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.9 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 TPEMS:SS&S:10020 REV 01 available on official website of Tata Power (www.tatapower.com) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.10 Fire Safety Management Procedure

Objective of this standard is to specify the minimum mandatory requirements and advisory guidelines to ensure prevention of fire safety incidents and managing/controlling the impacts of fire as per Fire Safety Management Procedure Document No (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

4.2.11 Permit to Work Procedure

Given the inherent hazards of the power generation and distribution industry, a significant number of TATA POWER operations and regulations 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 - TPSM&OSP/ST/COMB REV 04 available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.12 LIFT (Elevator) Safety Procedure

The above safe operating procedure for taking control of lift can before entering and exiting the pit of OT 3 make elevators. For complete procedure kindly refer Procedure Document No - TPSM&OSP/LI/001 REV 01 available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.13 Working on conveyor belt Procedure

This procedure is developed to cover the safe practices required for Working on the conveyor and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure Document No - TPSM&OSP/CONV/002 REV 01 available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.14 Handling Hazardous Materials Procedure

This Procedure is developed to provide procedure for recycling and for safe disposal of used / waste batteries in compliance with all legislations. For complete procedure kindly refer Procedure Document No-TPSM&OSP/HAZM/003 Rev C available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.15 Material Handling and Storage Procedure:

The purpose of this document is to provide procedure to assist the safe handling of materials (material Handling and movement handling). For complete procedure kindly refer Procedure Document No - TPSM&OSP/MAT/004 REV 01 available on official website of Tata Power (www.tatapower.com) or link <https://www.tatapower.com/sustainability/safety-documents.aspx>.

4.2.16 Contractor Safety Management Procedure

The purpose of this document is to engage with contractors in a way to ensure safe work environment for everyone working by Tata Power. For complete procedure kindly refer Procedure Document No - TPSM&OSP/CGM/01 REV 01 available on official website of Tata Power (www.tatapower.com).

The above procedure will be updated time to time and the updated version of the current procedure will be available on official website of Tata Power (www.tatapower.com) for your reference.

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4.3 Other Conditions:

- No Statute or Municipally should strictly be followed.
- HHA/JSA as per the job scope must be prepared in detail and submitted along with Site Safety Plan by the successful bidder.
- Personal protective equipment (PPE) must always be checked before use to ensure that they are in good condition and clean. Replace them if necessary.
- All relevant PPE that be provided by the vendor while working at the site.
- Housekeeping shall be maintained at the time while execution of work. All the unwanted material shall be removed from the site at the end of the day's work. Discarded parts shall be taken out of the site or shall be kept in identified place and it shall be shifted to scrap yard or disposed of as per instruction of owner manager.
- Site Safety Plan shall be prepared by successful bidder along with order manager. Appendix I to be filled by successful bidder and submitted to Tata Power safety in charge, before mobilization of team at the and start of the work.

5 Training and Capability Building

Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and are managed as specified by Tata Power as per Indian Regulatory. Tata Power Safety Manager will audit the training and related documentation to ensure its adequacy.

5.1 Tata Power Site Safety Orientation

All Tata Power contractor and subcontractors who works is required to attend Tata Power Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Site 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:

1. Introduction, personal safety introduction
2. Hazard's reporting
3. Reporting of injuries
4. Emergency procedures
5. Safety Significance and Program including disciplinary measure and Incentives.
6. Official safety personnel role and responsibilities

5.2 Capability Building

5.2.1 **Capability Building.** Appropriate training such as RHF 10, 1, 12 and 3 shall be completed by job holder, either supervisor or worker, to do higher job safely. The skill training is provided through HSEI and other agencies authorized by Tata Power as the list of the Safety procedures given from 4.2.1 to 4.2.14. Duration of training will be as

specified by Tata Power. These hand tools are on changeable heads and tails are issued by TPEO and Tata Power from time to time. Contractor shall ensure that concerned workmen are provided with adequate training before he/she can execute the work. An evaluation test will be conducted after the completion of the training. Those employees who meets the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen must reappear for competency training and assessment.

- 5.2.2 If the workman is not able to qualify the assessment, he/she will be given 2 additional attempts to clear in 3-month time frame, when he/she will not be allowed to work in Tata Power.
- 5.2.3 Recognition to the Prior Learning (RPL) in Safety: If "Under Manager" recommendation and "Head of the Safety Department" decision is satisfied with the safety knowledge & competency of the employee of contractor, a test (TIP) may be conducted by T-SGI or other recognized Institute to assess the prior learning in safety. If employees of the contractor will pass in such test, he will be recognized to be appearing in SF-FL training.
- 5.2.4 Quarterly Revalidation Test: After every three months, T-SGI/LLI Revalidation test will be conducted for the contractor's employees to revalidate their safety awareness and knowledge.
- 5.2.5 Over Manager and Safety In charge of the Live site-Site Plant will conduct a Competency Assessment of all workmen, going to be deployed at the plant for High Risk job.

6 Pre-Employment and Periodic Medical check up

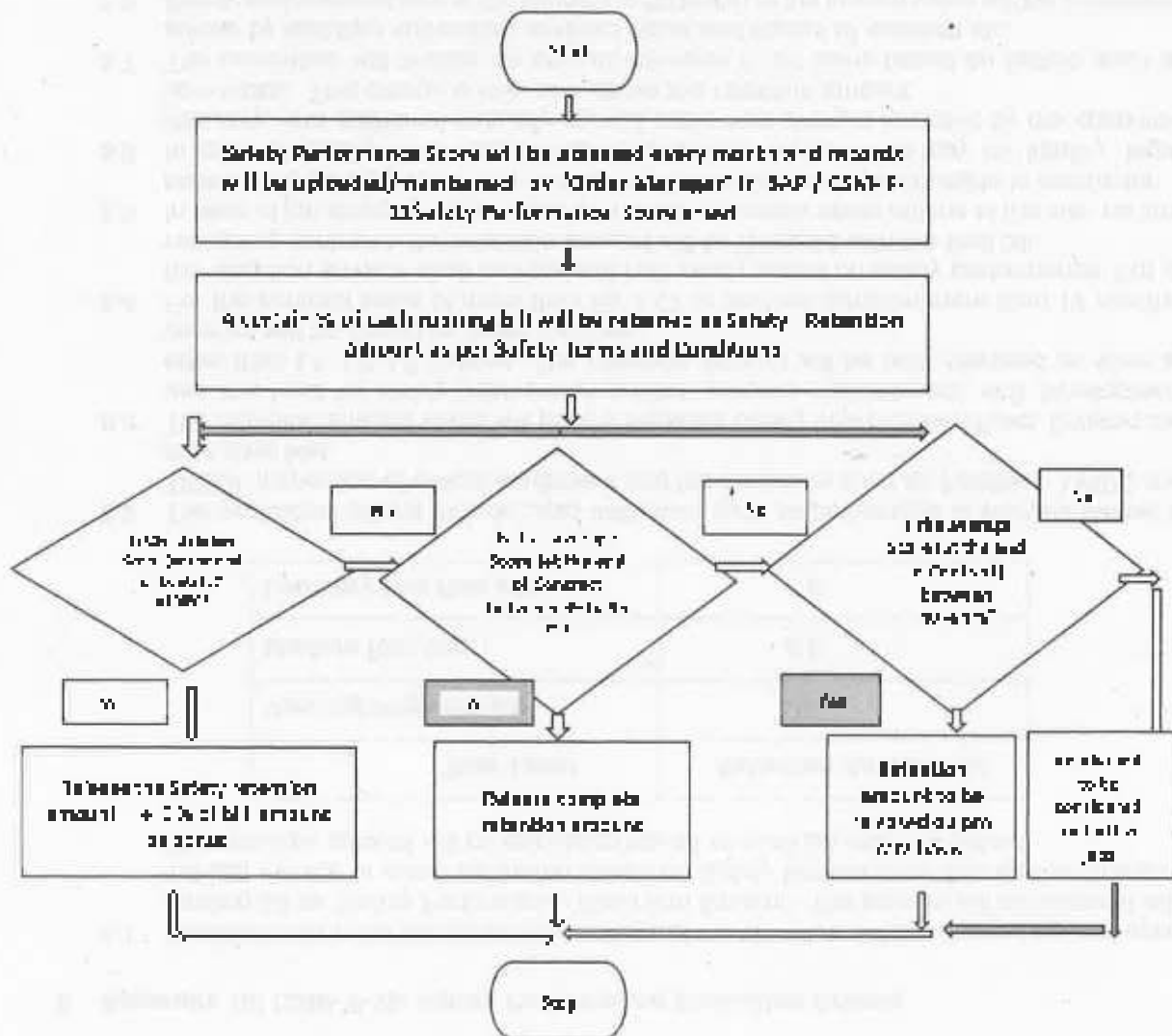
Contractor shall arrange to conduct a pre-employment and periodic health check-up for its workmen by Tata Power medical officer or Tata Power authorized medical officer. The contractor shall be able to produce the certificate prior to the employment. The contractor shall also organize to conduct periodic medical check-up (six monthly) for the following categories of employees:

- Drivers (Check for Vision & Hearing)
- HPI/E Equipment Operators (Check for Vision & Hearing)
- Workmen working at Height (Check for Vision, Hearing, Vertigo & Height, etc.)
- Workforce Handling the Pressure -ultrasonic - Gas, Air and Liquefied (Gas, Steam and Lung Function Test)
- Workmen in High Noise area (> 90 Decibels), Check for Hearing
- Workmen handling radiographic equipment for conducting RDT.
- Workforce, working in specific areas requiring specific medical attention should conduct the medical check-up as per given in the respective Site Safety Management Plan

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7. Safety Performance Evaluation and Penalties:

During job execution, regular site inspection will be carried out by the Tata Power officials. Safety violations will be dealt as per CSM-F4 Safety Violation Penalty Criteria. Apart from the above "Monthly Safety Performance" of the contractor will be evaluated based on the performance criteria as per CSM-F11, Safety Performance Score and monthly score will be maintained on SAP by the Order Manager. Certain percentage of each running bill will be retained as Safety Retention amount and will be released on the basis of Safety Performance Score at certain intervals as defined in CSM-F-3- Safety Performance Evaluation Criteria. Please refer Appendix 10 Process Flow Chart for Safety Performance Evaluation. Percentage of retention amount is also given below:



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B Appendix 10: CRM- E-10- Safety Performance Evaluation Criteria

8.1 Based on risk in the job certain percentage of the bill value will be retained against every running bill as 'Safety Performance Retention Amount'. The amount will be released with the last invoice or every 6th month based on Safety Performance Score of contractor. The retention amount will be calculated based on contract value as below:

Risk Level	Retention Amount (%)
Very High-High Risk jobs	2.5
Medium Risk jobs	2.0
Low/Very Low Risk jobs	1.0

- 8.2 The evaluation criteria include Lead Indicators such as percentage of workers trained in IPBDI, inspection of critical equipment and lag indicators such as Fatalities, NCRs and man days lost.
- 8.3 The retention amount held will go to a separate Safety Improvement Fund. Div's can use it to fund safety intervention project, process improvement, skill development other than L1, L2, L3 training. The retention amount will be auto released as soon as contract will be closed by order manager.
- 8.4 For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released when the bill is.
- 8.5 In case of job stoppage due to safety violations / unsafe conditions at the site, the balance shall be given to the contractor if such delays are attributable to contractor.
- 8.6 In case of fatality, fire loss or loss of property, vendor must pay for liability, legal charges, and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.
- 8.7 The committee will fix an amount between 5-50 lakhs based on factors such as advice by statutory authorities, contract value and impact of accident etc.
- 8.8 Safety performance bonus 1% (limited to 50 lakhs) of contract value will be awarded annually and of 0.5% for the contracted safety performance score 100%.
- 8.9 During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on metrics attached herewith and apply the Contractor's management policy as applicable.
- 8.10 Site Manager, divisional and SRIL shall have the authority to terminate the contract in case of 3 consecutive serious violations.

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9 Appendix 11: CSM- F-11 Safety Performance Score

Sr. No.	Parameter	Unit of Measurement	Target	Weightage	Actual Performance	Actual Score
Lead Indicator						
1	% of Employees certified by TPRQA (certified agency)	Number	100%	20		
2	Monthly inspection completed for Critical Equipment, lifting Lash & Trolleys and hand tools used at site by contractor	Number	80%	15		
3	Condition of critical tools, tackles and equipment to be checked by order weekly	Number	100%	10		
4	<u>Safe (designated way) Disposal of Waste generated</u>			10		
5	<u>Records of waste (Hazardous Waste – Oily cotton waste & bags etc.) generation</u>					
6	<u>No Slips/trips/falls</u>					
7	<u>No effluents/discharges to ground</u>					
Lag Indicator						
1	Number of Fatalities	No	0	15		
2	Number of Lost workday case (LWDC) (reportable)	No	0	10		
3	Number of non-reportable cases	No	0	10		
4	Man days Lost	Man days	0	10		
					Final Score	
					Invoice Value	
					Amount to be released	

10 Revised Penalty Chart for Safety Violations (Unsafe Acts and Unsafe Conditions)

Penalty shall be imposed on the contractors under the following circumstances for a breach of the contractual agreements:

Sr No	Description of violation	Severity	Penalty
		Index	
1.	Working without Permit	5	5000/-
2.	Untrained / HSEI worker on high risk jobs	5	5000/-
3.	Nonhygienic / Red or rotten old PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	5000/-
5.	Unsafe Area/Condition of Severity 4	4	2000/-
6.	Unsafe Area/Condition of Severity 5	5	5000/-
7.	No Earthing of Electrical Equipment	5	5000/-
8.	Damaged welding cable	5	5000/-
9.	Violation of Positive Isolation Procedure / CTCG Not followed	5	5000/-
10.	ELCOB of more than 30 m/ELCOB not working	5	5000/-
11.	Dr/Off section of working machine not working	5	5000/-
12.	Electric cables tied with metal wires	5	5000/-
13.	Leakage found in hose / cylinder	5	5000/-
14.	Heard CTCG	5	5000/-
15.	Use of 3 engine based three wheeler at the work site.	5	5000/-
16.	Strafing the job without Traffic Tpt.	5	5000/-
17.	Gas leak falling on DV hose / Gas-line pathways / Equipment.	5	5000/-
18.	No safety latch in crane hook	5	5000/-
19.	Load raised or swung over people or occupied areas of buildings	5	5000/-
20.	Persons standing in swing area of construction equipment.	5	5000/-
21.	Lifting damaged slings.	5	5000/-
22.	Unstable scaffolding-nonstandard scaffolding in use	5	5000/-
23.	Handrails and midrails are missing	5	5000/-
24.	Safety Harness not anchored with the authorized structure	5	5000/-
25.	Fall arrestor not provided/ Not being used	5	5000/-
26.	Use of Incline for used for working at height	5	5000/-
27.	No matter tag in Electrical Distribution (DB) room	4	2000/-
28.	Water found accumulated in Electrical Distribution room near working machine.	4	2000/-
29.	Inserting electric cables into socket, without using plug.	4	5000/-
30.	Use of damaged, abraded/ subjected to one cables.	4	2000/-
31.	Inflammable material found in Distribution Room/ welding areas.	4	5000/-
32.	Open material falling in the excavated pit	4	2000/-
33.	Water logging in excavated pit trenches	4	2000/-
34.	No fire extinguisher in site	4	2000/-
35.	Undercut cave in found on sides of excavated pits	4	2000/-
36.	Carrying wheel coupling/ Trip wheel/other loading parts without guard	4	2000/-

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37.	The HMW/loads Crane operator does not have a valid F-1/V driving license.	2	2000
38.	The loading area is not level properly.	2	2000
39.	Ladder not anchored at top.	4	2000
40.	Opening found in working platform or scaffolding/floor.	1	2000
41.	Inadequate illumination of the working area.	4	2000
42.	Loose materials lying on Gantry, platform.	1	2000
43.	Cleaning with Compressed Air.	3	500
44.	Gas Cylinders being without cap.	9	500
45.	Gas Cylinders stored without securing.	3	500
46.	Ring of fire caused by use of mobile equipment addressed by Safety dep..	9	500
47.	Leaving drum for sliding or accessing height.	3	500
48.	Mixing emergency medicines like the Hydrant hot hose box, safety system eye wash etc.	3	500
49.	No provision of Safety net where falling materials or load may occur.	9	500
50.	Taking electrical supply from non-designated outlet rather than socket.	2	500
51.	Prohibited garbage, debris, residues, waste etc.	9	500
52.	Not reporting incident.	2	500
53.	Entering into restricted area like boiler, yard, warehouse storage.	9	500
54.	Work without supervision.	2	500
55.	Parking of vehicle without applying wheel chocks at right, front and left rear wheel or other than passenger cars.	9	500
56.	Heavy Vehicle without helper or co driver.	8	500
57.	Not wearing the safety harness at site.	9	500
58.	People travelling in load body of vehicle.	3	500
59.	Parking of vehicle in non-designated area.	9	500
60.	Shifting heavy materials without guide ropes.	2	500
61.	Using other than 24V lamp inside the confined space/use of other than 24V lamps.	9	500
62.	Angular loading/lifting with Crane or hoist.	2	500
63.	By passing the limit of the Safety Interlock.	9	500
64.	Housekeeping activities on road without proper hand mode.	2	500
65.	Trying to board or alight from running vehicle.	3	500
66.	Cylinder Valve or Gas cylinders not closed when not in use.	9	500
67.	Flash-back arrester not used.	3	500
68.	Hand Trolley wheel to rotate freely.	9	500
69.	Supports of required length on both sides of poles are not used during movement of strand.	2	2000
70.	Section cross wedge not provided when the vehicle is parked.	3	500

71.	Portable Trolley not provided to hold the cylinders.	5	500/-
72.	locked First Aid kit	3	500/-
73.	Caution boards, danger signs (luminescent / red) along with emergency contact number are not found displayed.	2	500/-
74.	Teaser board (during working area)	3	500/-
75.	Stacking of pipes, pile casing, cranes without check blue-awards/gas	5	500/-
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/-
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helm for cranes;	4	500/-
79.	Without Full Body double lanyard Safety Harness (for work at height)	5	5000/-
80.	Without Hand gloves - Welding, Handling, Working, Climbing.	4	150/-
81.	Without Safety goggles face shield - Welding/Cutting/Grinding	3	5000/-
82.	Handling Chemicals without PPE Apron	5	5000/-
83.	Smoking in prohibited areas (e.g. Oil down / Work area / Storage of flammable material etc. : Area where is gas, acids etc.)	5	1000/-
84.	Sleeping at Workplace	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Bel. While Driving (for front seat passengers and driver)	4	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse gear	3	500/-
89.	Non-functional Head Light/Bright low beam indicators	4	100/-
90.	Using Mobile Phone During Driving	3	5000/-
91.	Poor visibility of registration number without registration number	3	100/-
92.	Driver without back view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Engine Oil Fuel Pressure gauge on Oxygen/LPG/Acetylene cylinders.	4	500/-
95.	Without Flash back arrester on Industrial Acetylene & Oxygen cylinders	5	5000/-
96.	Spillage of hazardous materials like weak acid/insulation	4	2000/-
97.	Flammable equipment without Far range FID/ D/LHA Installation/ Gase	5	5000/-
98.	Lifting Hooks & Latches used without required Test Certificates.	5	5000/-
99.	Drinking or eating (not using)		
100.	- First Time	3	Warning
101.	- Re-occurring	4	1000/-

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Document No.
TPE/SA/3584/ST/2009 REV 04



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Date of Issue:
10/01/2012

102.	• Third Time	5	5000/-
103.	Serious violation of House Keeping (after 1st or 2nd warning is issued as per by Project Manager depending on the severity)	5	Rs. 10000/- and above
104	Repeat Violation of same nature	5	5 X Penalty for violation
105	Appointment of subcontractor without the Safety Bco Evaluation and/or without the permission of engineer in charge or Order manager.	5	5% of Contract value

The Tata Power Company Ltd



Bid Document 1-6

FORMAT C 5
Document No.
TPSMS/GSP/CSM/015 REV 02

Date of Issue:
01/08/2016

Safety Bid Document

Safety PQR Requirement

The Tata Power Company Ltd		<i>Bid Document 1-6</i>
FORMAT C 5 <i>Document No.</i> <i>TPSMS/GSP/CSM/015 REV 02</i>		<i>Date of Issue:</i> <i>01/08/2016</i>

If the job is "High Risk " or "High Value " or " Long duration" then Tata Power Corporate Contracts Department will attach following documents along with the Request for Quotation (RFQ):

- 1) Tata Power Safety Terms and Conditions (attached Separately)
- 2) Tata Power CSM- F7-Safety Competency Form
- 3) Tata Power CSM-F8-PPE Requirements

If the job is not coming under "High Risk /High value /Long duration" than the RFQ will be contain only "Tata Power Safety Terms and Conditions"

The Tata Power Company Ltd		<i>Bid Document 1-6</i>
FORMAT C 5 <i>Document No.</i> TPSMS/GSP/CSM/015 REV 02		<i>Date of Issue:</i> 01/08/2016

CSM-F7-Safety Competency Form

- 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 :-

Category of Manpower Deployed	Minimum Qualification & Experience	Proposed Numbers against each category month-wise			
		Month 1	Month 2	...	Month n
Project Manager					
Site-In-Charge (Site Manager)					
Shift-in-Charge					
Safety Officers					
Supervisors					
Technicians					
a.....					
b.....					
Highly Skilled Workmen					
a.....					
b.....					
Skilled Workmen					
Semi-Skilled Workmen					
Unskilled Workmen					
Total Manpower					

Instructions to Bidder to fill:

- Bidder to provide the overall site manpower deployment schedule as above.
- Bidder to indicate (through colour code mentioned below) their direct and sub-contracted employees
Direct bidder employee
Partly Direct / Partly sub-contracted
Sub-Contracted
- Against each of the category, bidder to indicate the minimum qualification and experience of the proposed manpower.
- Rows can be added to also identify other specialised manpower e.g. specific details to be included for high risk activities operators
- Columns can be extended to the actual duration of Site activities.
- Bidder to note that if operations is in shifts, then Shift-in-charge / safety officers are required for each shift of operation.

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2. List of Tools ,Tackles & Equipments :-

Bidder/Vendor to provide the list of tools, tackles, equipments to be used during the job/ project execution. Bidder/Vendor to ensure that all the lifting tools and tackles, 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	Remarks
1					
2					
3					
4					
5					
6					
7					
...					

3. Safety Records:

Bidder to provide the details of fatalities and lost work day cases (LWDC) which may happened during the last three years (data to be provided for the last completed year and preceding 2 years).

Description	Safety Data for Last 3 Years		
	Year 1	Year 2	Year 3
	20__ - __	20__ - __	20__ - __
Fatalities (Nos.)			
Lost Work Day 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

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4. Job Safety Plan/ Method Statement:

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

5. Accreditations:

Sr.	Certification	Yes / No	If Yes, Year of Certification	If No, Planned date for Certification
1.	ISO 9001			
2.	ISO 14001			
3.	OSHAS 18001			
4.	Any other (please 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		<i>Bid Document 1-6</i>
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CSM-F8-PPE Requirements

The Bidder/Vendor shall ensure that the following PPE of Approved standards shall be available at all time and shall be used by his employees with no exception whatsoever.

1	All contractor's employees at site	Safety Florescent Jacket (orange colour), Safety helmet & safety shoes with steel toe cap
2	Workers mixing asphalt , cement , lime / concrete	Safety goggle & protective Hand gloves and footwear, Nose mask.
3	Welders / Grinders	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	Rubber hand gloves & Electrical resistant shoes.
6	Workers engaged in insulation using glass wool etc.	Respiratory mask & leather Hand gloves, goggles.
7	Workers engaged in coal handling plant, ash handling plant and working in high dust area.	Dust mask, Hand gloves, protective goggles.
8	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

- PPE shall be conforming to BIS/DGMS/DIN specifications, in good condition and shall be comfortable to his employees, when used.

HEALTH AND SAFETY POLICY

We, at Tata Power, reaffirm our belief that the health and safety of our stakeholders is of the utmost importance and takes precedence in all our business decisions. In pursuit of this belief and commitment, we strive to:

- Maintain and proactively improve our management systems to minimize health and safety hazards to our stakeholders and all others influenced by our activities.
- Comply and endeavour to exceed all applicable occupational health & safety legal and other requirements by setting the highest standards.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels, for improving and sustaining health & safety performance.
- Involve our employees in maintaining a safe and healthy work environment through risk assessments, periodic reviews of operational procedures, safe work methods and adoption of new technology.
- Develop a culture of safety through active leadership and provide appropriate training at all levels to enable employees developing their skills to work safely.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Ensure availability at all times of appropriate resources to fully implement the health & safety policy of the company.
- Promptly report incidents, investigate for root causes and ensure lessons learnt shared and deployed across the company.
- Ensure service providers and their workmen align with company's safety codes and practices for the health and safety of personnel working with us.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve performance.

We shall actively communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER

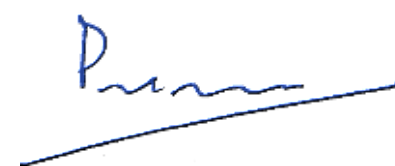
Lighting up Lives!



CORPORATE ENVIRONMENT POLICY

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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th 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 Sinhal
CEO & Managing Director

Date: 15th 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

21st 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.
-

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-authorised, 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 29th 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.



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: _____

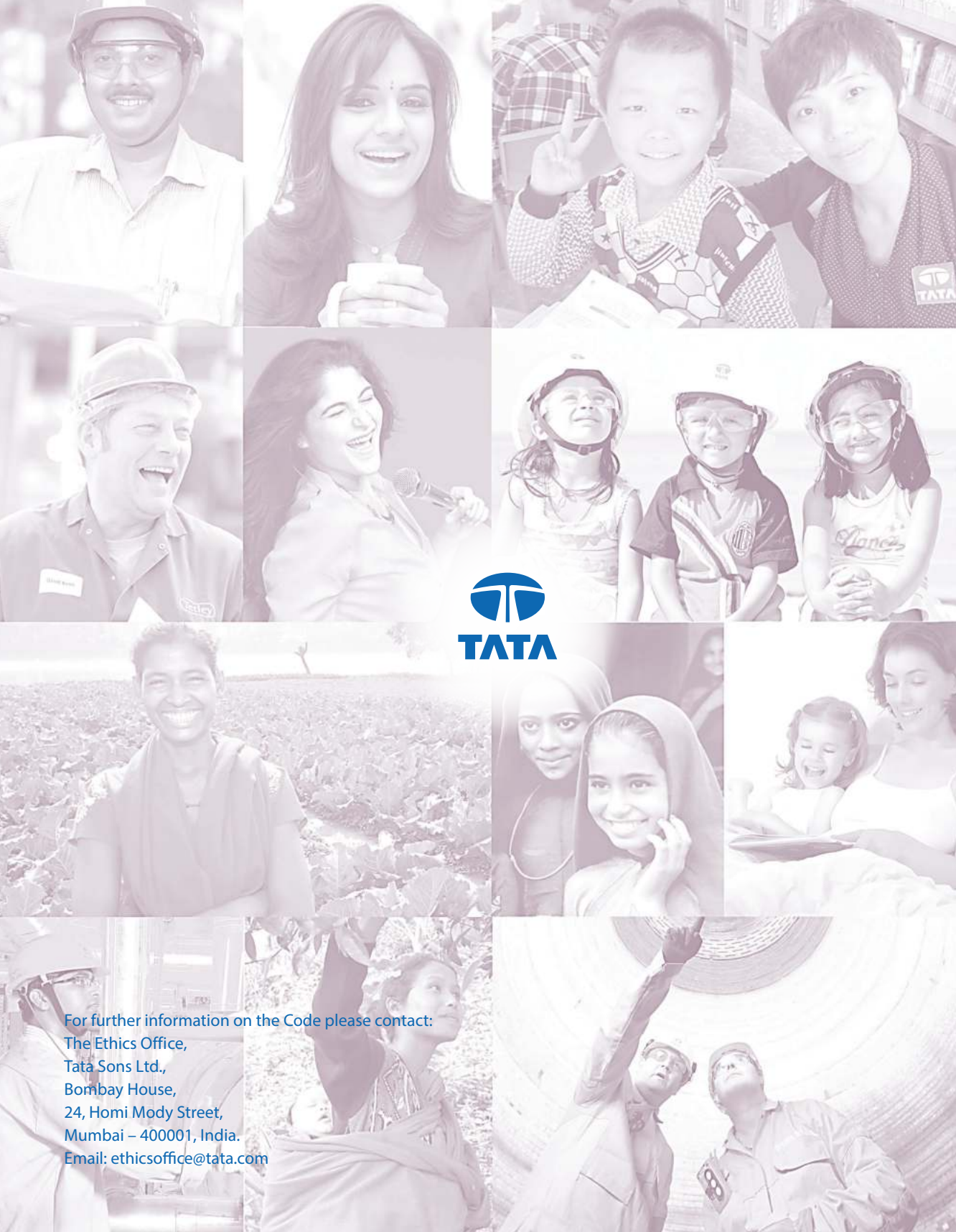
Date: _____

Name: _____

Department: _____

Address: _____

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



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



RFQ No.: CC24VKD029

Annexure IX

BG Format (EMD BG , PBG/ CPBG)

CONFIDENTIAL

The Tata Power Company Ltd	 TATA	OPEN TENDER NOTIFICATION
Tender Reference: CC24VVK004	 TATA POWER	Document Date: 10 July 2023

Section A6 : Earnest Money Deposit Bank Guarantee Format

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.

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

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.

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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.

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(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 the Mumbai branch and the 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 thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- 200.

For any correspondence in relation to extension/invocation / discharge of bank guarantee

contact us at Tel No. _____ and Bank branch email id _____

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**Section A7 : SAMPLE FORMAT OF CONTRACT PERFORMANCE BANK
GUARANTEE (CPBG) / 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.

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

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from the date of contract and up to 12 months from the date of satisfactory commissioning of the said equipment into service or 18 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

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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.

The Tata Power Company Ltd	 TATA	<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC24VVK004</i>	TATA POWER	<i>Document Date: 10 July 2023</i>

11.0 For any correspondence in relation to extension / invocation / discharge of bank guarantee contact us at Tel No. _____ and Bank branch email id _____

Dated at, this day of 2020 .

CONFIDENTIAL