**(Corporate Contracts Department)**
The Tata Power Company Limited, 2nd Floor, Sahar Receiving Station
Sahar Airport Road, Andheri East, Mumbai-400059

**The Tata Power Company Limited Invites Tenders** through E-Tender (Two-Part Bidding Process) from eligible and interested bidders for the following packages: -

## A. Summary of the tendered packages:

| Sr. No. | Description | Tender Reference no. | Bid Guarantee Fee / EMD (₹) | Tender Fee (₹) | Last date and time for Payment of Tender Participation Fee |
|---|---|---|---|---|---|
| 1. | Three Year Rate Contract for Services Required for Meter Installation , Removal/Replacement and other metering activities in Mumbai | CC20AK042 | 500,000 | 1,000 | 17th February 2021; 15:00 Hrs |

## B. Procedure for Participation

Interested bidders to submit Tender Participation Fee and Authorization Letter before Last date and time as indicated above, after which detailed RFQ shall be shared through Tata Power e-Tender system (Ariba):

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

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

   Beneficiary Name – The Tata Power Co. Ltd.

   Bank Name – HDFC Bank Ltd.

   Branch Name – Fort Branch, Mumbai

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

   Branch Code – 60

   Bank & Branch Code – 400240015

   Account No – 00600110000763

   Account type – CC

   IFSC Code – HDFC0000060

2. Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating
    a. Tender Enquiry number
    b. Name of authorized person
    c. Contact number
    d. e-mail id
    e. Details of submission of Tender Participation Fee

Package Owner- Mr. Abrar Khan (abrarkhan@tatapower.com)

Please share above documents/details with package owner, with copy to Mr. Milan Patel (mrpatel@tatapower.com), before Last date for Payment of Tender Participation Fee.

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

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

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

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

TATA POWER

# Tender Documents

CONFIDENTIAL

# OPEN TENDER NOTIFICATION

# FOR

# Three Year Rate Contract for Services for Meter Installation, Removal/Replacement and Other Metering activities in Mumbai.

## Tender Enquiry No.: CC20AK042

Due Date for Bid Submission: 27th February 2021 [15:00 Hrs.]

CONFIDENTIAL

## The Tata Power Company Limited

**Mumbai, Maharashtra**

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

## CONTENTS OF THE ENQUIRY

Following Documents Form Part of Tender Enquiry:


| Section no | Description |
|---|---|
| A | Tender Document |
| | Event Information |
| | Evaluation Criteria |
| | Submission of Bid Documents |
| | Bid Opening & Evaluation process |
| | Award Decision |
| | Order of Preference/Contradiction |
| | Post Award Contract Administration |
| | Ethics |
| Annexures | |
| | Annexure I – Schedule of Items |
| | Annexure II – Pre-Qualification Requirement |
| | Annexure III – Query/Clarification/Deviation Format |
| | Annexure IV – E-Auction Undertaking |
| | Annexure V – Checklist of documents to be submitted with Bid |
| | |
| B | Technical Specifications/work Scope & SLA |
| C | GCC, SCC ,Format for Bank Guarantees ,CSM |
| D | Tata Power Standard Policies- Health and Safety Policy, Environment Policy, sustainability Policy |


CONFIDENTIAL

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

# Section A : Tender Document

## 1. Event Information

### 1.1 Scope of Work

Open Tenders are invited through E-Tender (Two-Part Bidding Process) from eligible and interested bidders for the following package, required for Mumbai Distribution: -

| Sr. No. | Description | Tender Reference no. | Bid Guarantee Fee / EMD (₹) | Tender Fee (₹) | Last date and time for Payment of Tender Participation Fee |
|---|---|---|---|---|---|
| 1. | Three Year Rate Contract for Services Required for Meter Installation , Removal/Replacement and other metering activities in Mumbai | CC20AK042 | 500,000 | 1,000 | 17th February 2021; 15:00 Hrs |

### 1.2 Calendar of Events

| | | |
|---|---|---|
| (a) | Date by which Interested and Eligible Bidder to pay Tender Fee and confirm Participation | **17th February 2021; 15:00 Hours** |
| (b) | Last Date of receipt of pre-bid queries, if any. (in editable QCD Format-Annexure-III) | **20th February 2021; 15:00 Hours*** |
| (c) | Date of Posting Consolidated replies to all the pre-bid queries as received | **23rd February 2021*** |
| (d) | Last date and time of receipt of Bids | **27th February 2021; 15:00 Hours*** |

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

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

### 1.3 Mandatory documents required along with the Bid

1.3.1 Bid Guarantee Fee (EMD) of requisite value and validity. PLEASE NOTE THAT BID GUARANTEE ONLY IN FORM OF BANK GUARANTEE WILL BE ACCEPTED in given format.

1.3.2 Requisite Documents to ascertain fulfilling of Technical and Commercial Pre-Qualification Requirement as detailed in Tender Enquiry.

1.3.3 Technical Submission including Drawings, Type Test details etc as detailed in Technical Specification.

1.3.4 Required Commercial Submission as detailed in Tender Document

CONFIDENTIAL

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

1.3.5 Technical and Commercial Clarification and Deviations as per the format attached in the Tender Enquiry

1.3.6 Proper authorization letter to sign the tender and participate in Tata Power E-Tender system on the behalf of bidder.

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

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

**1.4 Deviation from Tender**

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

**1.5 Right of Acceptance/Rejection**

1.5.1 Bids are liable for rejection in absence of following:-
1.5.2 Mandatory Documents as listed in 1.3 above
1.5.3 Price Bid as per the Price Schedule mentioned in Tender Document
1.5.4 Receipt of Bid and Response to queries within the due date and time
Tata Power reserves the right to accept/reject any or all the bids without assigning any reason thereof.

**1.6 Qualification Criteria**

Qualification Requirements attached as **Annexure-II**

**1.7 Pre-Bid Queries**

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

**1.8 Marketing Integrity**

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts and other parts of Tender Documents. Bidders must agree to these rules prior to participating. In addition to other remedies available, Tata Power reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts or other part of the Tender Documents. A bidder who violates the marketplace rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for

CONFIDENTIAL

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

a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace
- Breach of terms as published in TENDER
- Submit irrelevant documents or frequently cases of missing documents as part of compliance to Qualifying, Technical or Commercial Requirements causing unnecessary delay in Tender Evaluation

**1.9 Supplier Confidentiality**

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

## 2. Evaluation Criteria

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

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

**2. Price Variation Clause:**

The prices shall remain firm during the entire contract period.

## 3. Submission of Bid Documents

**3.1 Bid Submission**

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

**FIRST PART: "EMD – BANK GUARANTEE"** of Value detailed in 1.1 valid for 180 days from the due date of bid submission in the form of Bank Guarantee favoring 'The Tata Power Company Limited'. The

CONFIDENTIAL

EMD has to be strictly in the format as mentioned in Tender Document, failing which it shall not be accepted by Tata Power and the bid as submitted shall be liable for rejection.

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

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

Tata Power's Bank Details for submitting EMD BG:
Bank Name & Address – ICICI Bank, 163 HT Marg,
Backbay Reclamation, Churchgate, Mumbai 400 020.
A/c no. - 000451000293
IFSC Code – ICIC0000393

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

**First Part has to be submitted in Sealed Envelope.**

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

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

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

**SAFETY BID needs to be submitted along with the technical bid.** The format of the safety bid is attached as Annexure.

**Second Part has to be submitted through E-Tender System Only**

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

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

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

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

CONFIDENTIAL

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

**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**

Please note all correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc will happen only through Tata Power E-Tender system (Ariba).

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

**Communication Details:**

Package Owner

Name : Mr. Abrar Khan

Contact Number: 99029009468

E-maid ID : abrarkhan@tatapower.com

**Escalation Matrix**

**Head Contracts – T&D**

Name: Mr. Milan Patel

Contact No: 022 67173903

E-Mail ID: mrpatel@tatapower.com

CONFIDENTIAL

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

**Bidders are strictly advised to communicate with Package Owner through Tata Power E-tender System (Ariba) only. They need to pay Tender Participation Fee and receive the Ariba log-in. Above escalation details are for reference purpose only.**

**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 Tata Power. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

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

**3.5 Period of Validity of Bids**

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

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

**3.6 Alternative Bids**

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

**3.7 Modifications and Withdrawal of Bids**

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

**3.8 Earnest Money Deposit (EMD)**

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

CONFIDENTIAL

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

The EMD shall be in following form:

- Bank Guarantee valid for 180 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) In case of a successful bidder, if the Bidder, within 15 days, does not
i) accept the purchase order, or
ii) furnish the required Contract Performance Bank Guarantee (CPBG)

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

## 4. Bid Opening & Evaluation process

### 4.1 Process to be confidential

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

### 4.2 Technical Bid Opening

Bids will be opened internally by Tata Power. Technical bid must not contain any cost information whatsoever.

First the envelope marked "EMD" will be opened. Bids without EMD of required amount/ validity in prescribed format, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened in E-Tender system.

### 4.3 Preliminary Examination of Bids/Responsiveness

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

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

CONFIDENTIAL

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

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

**4.4 Techno Commercial Clarifications**

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

**4.5 Price Bid Opening**

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

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

**4.6 Reverse Auction and Price Matching Option**

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

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

## 5.0 Award Decision

Tata Power will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Priced Bid Format subject to any corrections required in line with Clause 4.3 above. The decision to place purchase order/Outline Agreement/ Rate Contact solely depends on Tata Power on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Tata Power may deem relevant.

CONFIDENTIAL

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

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

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and Tata Power reserves the right to award other suppliers who are found fit.

## 6.0 Order of Preference/Contradiction:

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

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

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

## 7.0 Ethics

Tata Power is an ethical organization and as a policy Tata Power lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.

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

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

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

CONFIDENTIAL

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

## ANNEXURE I
## Schedule for Items

**Attached separately with the tender.**

**NOTE:**

- The bids will be evaluated commercially on the overall lowest cost for each line item.
- The unit price with GST in column no. 7, is landed price.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- The bidder must fill each and every column of the above format. ***Mentioning "extra/inclusive" in any of the column may lead for rejection of the price bid.***
- No cutting/ overwriting in the prices is permissible.

CONFIDENTIAL

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

## ANNEXURE II
## Bidders Pre-Qualification Requirement

**Attached separately with the tender.**

CONFIDENTIAL

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

## ANNEXURE III
## Query / Clarification / Deviation Format

### Please note that Editable Soft Copy of Query / Clarification / Deviation Format will be shared through E-Tender System for Participating Bidders

Pre-Bid Queries if any has to be sent through message in E-Tender System. Pre-Bid Query has to be sent only in the Format prescribed below. Technical Pre-Bid Query and Commercial Pre-Bid Query have to be submitted in Separate Editable Excel File in Prescribed Format. Pre-Bid Queries sent in any other format or send through any other communication channel will not be accepted and answered

**Format for Query / Clarification / Deviation (QCD)**
**Tender No**
**Package Name**
**Bidder :**

| Sr. No. | Detailed Reference to concerned Document . Please specify Document No / Clause No / Page No | Description as per Bid Document | Query / Clarification / Deviation | Tata Power Response |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

CONFIDENTIAL

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

# Annexure IV

## Acceptance Form for Participation In Reverse Auction Event

***(To be signed and stamped by the bidder)***

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

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

1. Tata Power shall log-in to the authorized representative of the bidder.
2. Tata Power will make every effort to make the bid process transparent. However, the award decision including sharing of work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of Tata Power, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of Tata Power.
6. Tata Power has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out-rightly rejected by Tata Power.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at Tata Power site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by Tata Power.
12. Detailed price split of E-auction price will be submitted within 24 hours from completion of E-auction. If not submitted, the original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**

CONFIDENTIAL

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

## 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 (Original BG to be forwarded on given address and scan copy to be attached with bids) | |
| 2 | Duly filled PQR with supporting documents (Annexure II) | |
| 3 | Sheet of commercial/ technical deviation if any (Annexure III) | |
| 4 | e-Auction undertaking (Annexure IV) | |
| 5 | Price bid as per schedule for items (Annexure-I) | |
| 6 | Signed copy of this RFQ as an unconditional acceptance | |

CONFIDENTIAL

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

**Pre-Qualification Requirement and Submission Format**

**Tender No** CC20AK042

**Package Name** SERVICES FOR METER INSTALLATION, REMOVAL/REPLACEMENT AND OTHER METERING ACTIVITIES

**Bidder :**

**Note** Vendor Submission / claim without suitable backup document will not be accepted and Bid is Liable for Rejection

This format duly filled i has to be uploaded as Bid Submission with all relevant Backup Document

| To be filled by Tata Power | | | | To be filled up be Vendor | |
|---|---|---|---|---|---|
| No | Parameter | Tata Power Requirement | Documents to be submitted by vendor to ascertain meeting of Pre-Qualification Requirement | Vendor Submission against Tata Power PQR Requirement | Documents submitted by Vendor to ascertain meeting of Pre-Qualifcation Requirement |
| 1 | Bidder's Technical Capability to handle jobs detailed in the Tender | The Contractor shall have minimum 3 years of experience of working with Utilities in Metro Cities for metering jobs like Commissioning, installation, replacement & removal of energy meters. | Bidder to submit list of jobs and major order executed including Order Copiers, Customer Reference Documents | | |
| 2 | Capability to Handle Job financially if awarded | Average Annual turnover of the bidder for last three years shall not be less than Rs 5 Crores | Profit and Loss Statements, Balance Sheet, Cash Flow Statements for the Three (3) preceeding financial years duly audited and approved by Authroised Audit Firm / CA | | |
| 3 | Capability to Handle Job financially if awarded | Bidder shall have successfully completed above listed work single purchase order at least for one projects worth Rs 20 lakhs for the utility | Order copy with details of Customer for whom work is done | | |
| 4 | TPSDI certified workmen | 100 % workmen shall be L1 trained & certified by Tata Power Skill Development Institute (TPSDI)<br>All bidders shall deploy only TPSDI L1 trained workforce for Tata power sites if qualified. In case bidder does not have any TPSDI trained workmen then they shall submit an undertaking stating training will be imparted to workmen before award of contract. | List of TPSDI trained workmen<br>OR Undertaking for completion of training. | | |
| 6 | Vendor to not have commercial liability including litigation liability and litigation history | Bidder to confirm that they (bidding company, their parent company or subsidiary company) were not involved in any litigation in last three years and also there are no pending or open litigations. In case there were litigations in last 3 years or any present litigation is going on then details of the same have to be submitted . | Affidavit indicating no litigation / blacklisting etc. In case of litigation / blacklisting the same to be annexed | | |
| | | | | | |
| | **Following documents to be submitted as part of Safety Bid for Safety Evaluation** | | | | |
| 7 | **Safety Officer** | **Qualification- Officer shall possess Advance Diploma In Safety by state technical board. Experience- Minimum 2 year experience in relevant field.** | **Bio-Data of safety officer along with supporting documents** | **To be submitted as part of Saefty Bid** | |
| 8 | Supervisor/Engineer | Qualification- Supervisor shall possess Diploma in relevant field by state technical board. Experience- Minimum 2 year experience in relevant field field of metering job – Trained and certified by TPSDI | Bio-Data of Supervisor/Engineer along with supporting certificates & documents | To be submitted as part of Saefty Bid | |
| 9 | Technician (Skilled workers as electrician, line men etc) | Qualification- Technician shall posses PWD licence Experience- Minimum 2 year experience in relevant field of metering job – Trained and certified by TPSDI | Bio-Data of Technician along with supporting certificates & documents | To be submitted as part of Saefty Bid | |
| 10 | Tools & Tackles | The list of all the tools and tackles to be submitted by the contractor.<br>Evaluation of the list will be carried out based on<br>1) Suitability as per the relevant job<br>2) Make and age of the tools from authorized agencies defined by the user.<br>3) Certification by the competent authority of respective state | 1.Calibration certificate<br>2. Certification by competent Authority | To be submitted as part of Saefty Bid | |
| 11 | Safety Records | Safety Records for last 3 years | 1. Safety records of last three years | To be submitted as part of Saefty Bid | |
| 12 | JSA/HIRA/Contract Job Safety Plan | Adequacy of JSA/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 | 1. JSA/HIRA<br>2. Job Safety Plan | To be submitted as part of Saefty Bid | |
| 13 | ISO-9001 | ISO-9001 | QMS Certificate | To be submitted as part of Saefty Bid | |
| 14 | ISO-14001 | ISO-14001 | EMS Certificate | To be submitted as part of Saefty Bid | |
| 15 | OHSAS 18001 | OHSAS 18001 | BS OHSAS Certificate | To be submitted as part of Saefty Bid | |

**Tender Reference: CC20AK042**

**Meter Installation , Removal/Replacement and other metering activities in Mumbai**

| | | | Year-1 | | | Year-2 | | | Year-3 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sr.No. | Service Details | Unit | Yearly Qnty | Basic Unit Rate ( ₹) | Total Amount | Yearly Qnty | Basic Unit Rate ( ₹) | Total Amount | Yearly Qnty | Basic Unit Rate ( ₹) | Total Amount | HSN Code |
| 1 | 1ph /3ph Meter replacement for attending Discrepancy | EA | 15000 | | 0 | 15500 | | 0 | 16000 | | 0 | |
| 2 | Switchover Activity | EA | 5000 | | 0 | 5000 | | 0 | 5000 | | 0 | |
| 3 | Meter removal for reverse changeover/ Building demolition | EA | 6000 | | 0 | 6000 | | 0 | 6000 | | 0 | |
| 4 | ABT/HT/LTCT Meter activity | EA | 3000 | | 0 | 3000 | | 0 | 3000 | | 0 | |
| | **Sub-Total - Year** | | | | **0** | | | **0** | | | **0** | |
| | **Taxes (GST @--- %)** | | | | **0** | | | **0** | | | **0** | |
| | **Year Total Amount (with GST)** | | | | **0** | | | **0** | | | **0** | |
| | **Total for 3 Years (with GST)** | **0** | | | | | | | | | | |

# SECTION B- TECHNICAL SPECIFICATIONS

# WORK SCOPE & SLA

# Index


## Annexure-1

1. **Scope of work**

    1) Meter discrepancy
    2) Switchover
    3) Meter removal - Reverse changeover/Building demolition
    4) ABT/HT/LTCT Meter activity

2. **Detailed description of Activities**

    1) Meter discrepancy
    2) Switchover
    3) Meter removal - Reverse changeover/Building demolition
    4) ABT/HT/LTCT Meter activity

3. **Specific requirements of tools/equipment's for 1ph/3ph Meter activities**

4. **Specific requirements of tools/equipment's for ABT/HT/LTCT Meter activities**

## Annexure-2

Specific requirements of contract

## Annexure-3

Contractor safety management program- Site safety plan

## Annexure-4

General conditions of contract

## Annexure-5

Service line agreement (SLA)

## Annexure-1

# 1] SCOPE OF WORK

Approximate quantities for the activities are indicated below. These quantities are of indicative nature. Orders shall be placed based on actual requirement.

1) The scope of this order covers activities on per meter basis for all zones of MMG dept. Vendor shall provide adequate teams to deal with planned activities.

| Sr No. | Activity type | Estimated yearly quantity | | |
|---|---|---|---|---|
| | | 1st Year | 2nd Year | 3rd Year |
| 1 | 1ph /3ph Meter replacement for attending Discrepancy | 15000 | 15500 | 16000 |
| 2. | Switchover Activity | 5000 | 5000 | 5000 |
| 3. | Meter removal for reverse changeover/ Building demolition | 6000 | 6000 | 6000 |
| 4 | ABT/HT/LTCT Meter activity | 3000 | 3000 | 3000 |

2) Vendor shall quote for taking up activities for above items as indicated below.

| Sr No | Activity type | Team combination required |
|---|---|---|
| 1 | 1ph /3ph Meter replacement for attending Discrepancy | ➢ 1 Diploma Engineer with Minimum 1 Yr experience and 1 Technician with PWD wireman license & minimum 1 years work experience.<br>➢ Transportation of men and material as required for activity is in vendor's scope. |
| 2. | Switchover Activity | |
| 3. | Meter removal for reverse changeover/ Building demolition | ➢ 1 Technician with PWD wireman license & minimum 1 year work experience.<br>➢ Transportation of men and material as required for activity is in vendor's scope. |
| 4 | ABT/HT/LTCT Meter activity | ➢ 1 Technician with PWD wireman license & minimum 2 years work experience & 1 Helper with min.1 year experience.<br>➢ T-permit 4 wheeler (SUV vehicle) for Transportation of Man & material-tools |

2. The job shall be carried out on six days a week basis. Working hours shall be from 08:30 Hrs to 17.30 Hrs at Tata Power/Customer sites and shall report by 18.00 Hrs to zonal Engineer. Incase, the need arise, activities shall be taken up on Sundays and holidays also.

**For Burnt Meter cases, cases should attend for 24 X 7 within 2 hrs. of complaint received**

3. Your teams shall report to our zonal coordinators for day to day activities and shall execute all instructions of zonal coordinators. Any team/teams that fail to follow the instructions of our zonal coordinators shall be terminated from this activity with immediate effect and no payment shall be made for such team/teams from the date of removal.

4. Your teams will strictly follow all work safety norms at site

5. Your teams shall behave courteously with customers & employees of Tata Power. Any member of your staff not meeting our requirement/ standards will be replaced as indicated in SLA.

6. Exact number of teams to be deployed by you shall depend on actual volume planned.

7. You shall not deploy/eliminate any team/teams without Tata Powers's approval.

8. A service level agreement will be signed by Tata Power and Vendor for the various activities listed below on finalization of contract.

9. Company reserves the right to terminate the order / orders fully or partly with one months notice because of non adherence to terms and Conditions of order. In case of statutory violation, order will be terminated without any notice. In case Tata power / Vendor needs to exit the contract three months notice shall be served.

## 2] Detailed description of activities

### A] Meter Discrepancy:-

**Schedule of Activities for attending discrepancies, Zero consumption cases, Load extension/reduction and burnt meter of single phase and three phase energy meters of changeover and Tata consumers:**

1. As per the instruction of our Zonal coordinator, draw required energy meters & meter seals from respective Zonal (Borivali, Saki, Dharavi, Malad and Vikroli) stores.

2. Transport of energy meters, seals, Digital HHU safely from Zonal stores to work sites.

3. Collect list of discrepancy with relevant details of Changeover / Direct consumers from our zonal coordinators on a day to day basis.

4. On confirmation of meter discrepancy, Meter replacement to be done.

5. Arrange shutdown in consultation with consumer. Please note that outages shall be availed as per convenience of consumer.

5. Record closing reading of old meter in the JMR sheet, PDA data to be updated provided by Tata Power.

6. AEML will Disconnect & remove their old meter (only AEML meter), In case of TATA meter removal liability is of vendor for change over consumer.
For direct TATA consumer both Disconnection & removal of meter, responsibility shall be with vendors team.

7. Install new meter in presence of AEML representative for changeover consumer and consumer (If present at site).

8. Inform AEML to charge the new meter and record initial reading in the checklist preferably in presence of consumer. For direct consumer the responsibility shall be with vendor's team.

9. Put Tata Power seals on new TATA meter/ Panels as applicable.

10. Switch on & resume power supply in consultation with consumer and ensure the supply of the consumer is resumed

11. Obtain signature of AEML representative (for change over consumer) and of consumer (If present at site) for both direct and changeover on the JMR sheet issued by TPC.

12. Details of new seals shall be recorded in the JMR sheet, PDA data to be updated. All the relevant fields in JMR sheet to be filled & shall be handed over to zonal coordinators on a day to basis.

13. In case of any damage/loss of Tata meters, seals, GPS inst, PDA inst during handling by your staff, you are liable to pay us the compensation applicable as per SLA. FIR shall be lodged by vendor and copy to be submitted to Tata Power in case of loss of Tata meters, seals, HHU, GPS inst, PDA inst.

14. In event of Non genuine replacement of meter, Penalty will be levied as per SLA.

**Schedule of Activities for meter shifting/Load enhancement / Reduction:**

1. Tata Power zonal Engineer shall coordinate for meter shifting/LE with AEML/O&M dept.
2. Vendor team shall note down closing reading in memo/ PDA, old seal details before disconnecting the meter.
3. AEML/O & M shall carry out wiring modification and shift the installation.
4. Out sourced team shall install Tata meter, connect I/C and O/G wires and reseal the meter.
5. Note down opening reading and seal details in the JMR/Check list HHU/PDA data to be uploaded.
6. Taking meters/Seals, filling JMR/Check list and returning meters/Seals/JMR/Check list shall be similar to meter installation activity.

**Schedule of activities of Zero consumption cases.**

1. Confirm consumer availability and use of load.
2. External load to be given for whole current meter and check reading is progressing.
3. Check primary current and the same to be checked in meter.
4. For CT based meters primary current to be checked.
5. Consumer Load to be verified and noted in load form.

**Schedule of Activities for Burnt meter.**

1. For changeover consumer burnt meter, Activity is similar to replacement activity. In this case meter is already isolated by AEML. After meter replacement out sourced vendor team shall charge the meter by putting fuses. Changeover case has to be attended within 2 Hrs irrespective of day or night.
2. For Tata consumer, activity is similar to meter replacement activity and has to be done during day time only. In night time O & M bypasses the meter.
3. **Burnt meter cases are to be attended within 2 hrs of complaint.**

## B] Switchover activity:-

**Schedule of Activities for attending switchover cases (removal & installation) of single phase and three phase energy meters**

1. Collect list of schedule Switchover with relevant details of Changeover / Direct consumers from our zonal coordinators on schedule cases basis.

2. As per the instruction of our Zonal coordinator, draw required energy meters & meter seals from respective Zonal (Borivali, Saki, Dharavi, Malad and Vikroli) stores.

3. Transport of energy meters, seals, GPS inst, PDA inst safely to & fro from Zonal stores to work sites.

4. Arrange shutdown in consultation with consumer. Please note that outages shall be availed as per convenience of consumer.

5. Record closing reading of removed meter in the Switchover Memo/sheet & in PDA provided by Tata Power.

6. AEML will Disconnect supply & remove their old meter (if consumer posses AEML choice of meter) & removal of TATA meter & seal for changeover consumer responsibility shall be with vendors' team.

7. Obtain signature of AEML representative (for change over consumer) and consumer (If present at site) on the switchover memo/sheet issued by TPC.

8. Install new meter on TATA wire in presence of consumer (If present at site).

9. Inform respective zonal TATA POWER O&M DISTRIBUTION TEAM to charge the new meter. Record new meter details and initial reading in the New meter installation Memo preferably in presence of consumer.

10. Put Tata Power seals on new meter.

11. All the relevant fields in Switchover and New meter installation Memo /sheet to be filled & shall be handed over to zonal coordinators on a day to basis.

12. Pending new & Scheduled removed energy meters & seals to be deposited at respective zonal (Borivali, Saki, Dharavi, Malad and Vikroli) stores.

13. In case of any damage/loss of Tata meters, seals, GPS inst, HHU,PDA inst during handling by your staff, you are liable to pay us the compensation applicable as per SLA. FIR shall be lodged by vendor and copy to be submitted to Tata Power in case of loss of Tata meters, seals, HHU, GPS inst, PDA inst.

## C] Meter removal activity (Reverse changeover/Building demolition)

**Schedule of Reverse changeover/ Building Demolition activities for removal of single phase and three phase energy meters:**

1. Collect list of Scheduled Reverse changeover/Building demolityion with relevant details of existing TATA meters from our zonal coordinators on a day to day basis.

2. Transport of energy meters safely from work sites to Zonal stores.

3. Site audit to be carried with help of Safety check list - Annex-B.

4. Arrange shutdown in consultation with consumer. Please note that outages shall be availed as per convenience of consumer.

5. Record closing reading of existing scheduled meter in the JMR sheet & PDA provided by Tata Power.

7. AEML will disconnect supply for change over consumer.

8. Remove Tata Power MTC seals existing scheduled meter.

9. Remove existing scheduled meter along with MTC Seal in presence of AEML representative and consumer (If present at site).

10. Obtain signature of AEML representative (for change over consumer) and consumer (If present at site) on the JMR sheet issued by Tata Power.

11. Details of removed seals & meters shall be recorded in the JMR sheet & in PDA. All the relevant fields in JMR sheet, PDA data to be updated & shall be handed over to zonal coordinators on a day to basis.

13. Scheduled removed energy meters & seals to be deposited at respective zonal (Borivali, Saki, Dharavi, Malad and Vikroli) stores.

12. In case of any damage or loss of Tata meters, seals, GPS inst, PDA inst during handling by your staff, you are liable to pay us the compensation applicable as per SLA. FIR shall be lodged by vendor and copy to be submitted to Tata Power in case of loss of Tata meters, seals, GPS inst, PDA inst

## D] ABT/HT/LTCT Meter activity:-

The scope of this order covers HT/ LTCT meter Installation/ Replacement/ removal/ Testing & Services on per case basis for Mumbai license area & For ABT meter activity, scope of area is covered for all TPC generating stations (Trombay, Khopoli, Bhira, Bhivpuri, Lodhivali) & All receiving stations in Mumbai & nearby locations. Vendor shall provide adequate teams to deal with planned activities

Your teams shall report to our TPC Engineers for day to day activities and shall execute the sites under supervision of **TPC Engineers only**. Any team/teams that fail to follow the instructions of our TPC Engineers shall be terminated from this activity with immediate effect and no payment shall be made for such team/teams from the date of removal.

1) **For New Commissioning** :-Technicians should having experience in HT/LTCT Meter commissioning & shall carry the Energy meters, seals & Pre-commissioning testing set, Multimeters & wiring set etc. from TPC office to site and back (All these equipment's which belongs to TPC)
2) **For Meter replacement against Discrepancy** :- Technicians should having experience in HT/LTCT Meter replacement & shall carry the Energy meters, seals, Multimeters, Testing equipment's & wiring set etc. from TPC office to site and back (All these equipment's which belongs to TPC)
3) **For Meter testing:-** Technicians should having experience in HT/LTCT Meter Testing & shall carry the seals, Multimeters, Testing equipment's & wiring set etc. from TPC office to site and back (All these equipment's which belongs to TPC)
4) **For Meter services ( Shifting/BD/ resealing/ Site inspection)** :- Technicians shall carry the seals, Multimeters, Testing equipment's & wiring set etc. from TPC office to site and back (All these equipment's which belongs to TPC)

## 3] Specific tools/equipment's requirement for 1ph/3ph Meter activities

1. All Meter activities shall be taken up simultaneously in all 5 zones as per need. Our zonal coordinators shall prepare a daily plan for team deployment and the same shall be totally binding on you.

2. All Meter activities will be carried out at site by a team of qualified technicians. Workmen ship shall be inspected on random basis and penalty shall be levied in case poor quality work is observed.

3. List of tools & tackles to be provided by you to your technician

a. Set of Pliers (Taparia or equivalent make)
b. Set of Screwdrivers with insulated sleeves.
c. Tester
d. Series Test lamp
e. Cutters with insulated sleeves.
f. Insulation cutting knife.
g. Insulation tape
h. Safety Helmet
i. Safety gloves
j. Safety Shoes
k. Drill machine along with drill bit.
l. Safety goggles
m. Any other tools as applicable & as required.

All tools shall be in service worthy condition and stored in an appropriate size tool box. Condition of tools will be inspected by TPC supervisor from time to time. Defective tools, as observed by TPC supervisor shall be replaced immediately. Defective tools, as observed by TPC supervisor shall be replaced immediately.

4. Responsibility of locating address and calling consumer and attending cases of consumer not available, cabin locked, Society watchman not allowing replacement lies with vendor.

5. Necessary training and checklist will be provided by Tata Power.

6. Tata Power shall depute their representative from time to time to check the quality of work being carried out by your teams. If the quality is not up to Tata Power standard, you may have to redo the work at no extra cost and also penalty as applicable shall be levied.

7. You shall take all precautions while executing job at consumer premises and public places, and will not cause any damage to meter and consumer property. The relevant cost shall be recovered from you in case of any damage.

## 4] Specific Tools/ equipment's requirement for ABT/HT/LTCT meter Activity:-

Technicians should having Min. 2 yrs. of experience in ABT Meter Testing, installation/ Replacement, knowledge of panel wirings & TTB connections & shall carry the seals, Energy meters, Multimeters, Testing equipment's & wiring set etc. from TPC office to site and back (All these equipment's which belongs to TPC)

T permit 4 wheeler is required to carry man & material at site from office.

Required tools & tackles to be provided by vendor to their technicians, List of tools & tackles to be provided by you to your technician for above activities

- Set of Pliers (Taparia or equivalent make)
- Set of Screwdrivers with insulated sleeves.
- Tester
- Test lamp
- Tong Tester & Multimeters
- Cutters with insulated sleeves.
- Crimping tools, round lugs & U shape lugs, 2.5 sqmm & 4 sq. mm wires
- LT Extension Board with 32A ELCB
- Ring Spanner/ Box spanner set
- Insulation cutting knife.
- Insulation tape
- Safety Helmet & Safety Shoes
- Safety gloves & Safety goggles
- Drill machine along with drill bit.
- Hammer & Punch
- Discharge Rod & Neon tester
- Allen key / Panel Key set
- Any other tools as applicable & as required.

All tools shall be in service worthy condition and stored in an appropriate size tool box. Condition of tools will be inspected by TPC supervisor from time to time. Defective tools, as observed by TPC supervisor shall be replaced immediately. Defective tools, as observed

**ANNEXURE-2**

## SPECIFIC REQUIREMENTS OF CONTRACT

### Scope of Liabilities

a. Accident while traveling or third party claim.
b. Any financial Liabilities arising out of accident to the contractor's employee.
c. Consequential expenses due to misbehavior with customer or public.
d. Behavioral requirements.
1. Punctual.
2. Trustworthy.
3. Integrity.
4. Customer friendly.
5. Risk awareness.
6. Polite.
7. Special conditions, Your staff should always reply to customer queries in polite and respectful manner.
e. If any employee is on leave, a suitable approved replacement will be made available by you.
f. You shall maintain the desired standard of workmanship. If the progress is unsatisfactory and / or the workmanship is unsatisfactory, TPC may cancel the contractor with immediate effect.

### MUST ENSURE, Special Conditions:

1. All the tools should be insulated and shall have ISI or equivalent mark. All personnel shall be issued PPEs as required by you. No person will be allowed to work without proper tools and PPEs. If any person reports on duty without proper tools/PPEs, he shall be treated as absent and no charges for the day will be paid for his team.

2. Meters, Seals and customers details will be provided to Engineers daily by our zonal coordinators. The supervisor shall ensure that only the correct meter as appearing in the details is replaced. The duly filled JMR sheets should be handed over to zonal coordinator every day. The meter readings and serial numbers shall be entered correctly in the JMR sheets. In case of any errors/mistakes in JMR sheets, the team shall be penalize as per SLA.
In case of repeat errors, the team shall be removed from this activity.

3. The Engineers shall return the balance meters & seals to zonal coordinators daily. Loss/damage to any meter shall be recovered from contractor as per SLA.

4. Your team shall take due care during the work and avoid any damage to consumer/public/Tata Power property & equipment. In the event of any such damage, the consequential claims/charges/fines etc shall be recovered from the contractor.

5. Your teams shall deal politely with consumers and obtain due consent before carrying out meter replacement. In case of any complaint from customer regarding improper behavior the concerned team will be removed from this activity immediately.

6. After meter replacement, the engineer should check correctness of the wiring jointly with AEML in case of Changeover. Before leaving the site, the supervisor shall ensure that power supply is restored and confirm the same from consumer. Any damage to consumer /Tata power equipment/property due to incorrect wiring /cross connection shall be recovered from the contractor at actual cost.

7. It may be noted that daily working hours are from 08:30 to 17.30 Hrs. (As at Tata Power zonal office).The supervisor should take prior concurrence of concerned zonal coordinators before stopping the daily site activity and release of teams.

8. It may be noted that Meter replacement activity has to be carried out only in presence of AEML representative for changeover consumers.

9. It may be noted that your teams are authorized only for carrying out meter replacement activity at site as instructed by zonal coordinators. Any consumer request /complaint/query shall be informed to zonal coordinator. The team shall not promise/do/execute any other activity on behalf of Tata Power without prior approval of zonal coordinator.

Key service requirements of the Contract

- The contractor will take utmost care and properly check all meter reading/Data with utmost care to avoid customer complaints / dissatisfaction.
- Proper infrastructure of the agency with at least 2 Telephone lines, printer, computer with internet facility and basic stationary items such as papers, files etc.
- Required trained and skilled supervisor and skilled workforce to carry out the Meter Replacement/ Reading and reporting activities.
- Required manpower to be provided on daily basis by vendor to maintain productive work.
- Vehicles to be utilized for the activities as per provisions of Motor Vehicles Act.
- Every individual supervisor/Technician of agency should have a valid ID card and have to wear uniform whenever visiting to customer premises.
- Safety measures to be followed by each person while carrying out site inspection.
- Schedule of the visit to be done in a day, needs to be decided in prior and has to be intimated to employee of our company.
- Daily report of field visit to be submitted to the respective zones of our company.
- An Engineer with minimum qualification of diploma in Electrical/Electronics has to be deployed
- All Discrepancy cases shall be checked and certified by vendor's supervisor / representative before reporting to Tata power.
- Metering activity to be done in a manner strictly decided by Tata Power.
- Before inducting a new employee for the above jobs, employee will subjected to the functional training & an assessment by Tata Power Officer. An employee will be put on job only after certification from Tata Power.
- Tata Power reserve right to check employee's soft skills, Communication skills, Functional skills periodically. In case of any adverse finding, vendor shall take appropriate action as directed by Tata Power.

**GENERAL & STATUTORY CONDITIONS:**

The Contractor shall follow the provisions of following Acts / Rules.

a) The Contract Labour (Regulation – Abolition Act), 1970
b) The Indian Electricity Act, 1910 & Rules
c) The Employees State Insurance Act, 1948 & Rules
d) The Motor Vehicle Act 1988
e) The Workmen's Compensation Act, 1923 & Rules
f) The Child Labour (Prohibition Regulation) Act, 1986
g) Any other Act / Rules applicable to Particular Place/ /Activity /Operation
h) You are required to mention your IT Permanent A/C. No. as per Finance bill 2001 on the bills along with other Statutory Registration Nos. such as PF, ESIS, WCT, MST, CST, VAT etc.

a. The Contractor shall supervise his workforce on regular basis to achieve desired deliverable specified in the contract. He is solely responsible for delivery of the results.
b. Vendor shall provide two pairs of uniforms every year to his workforce visiting TATA Power Site at the beginning of the year.
c. The Contractor shall pay 10% more gross wages than the total statutory minimum wages to his workmen. Arrears & revised wages shall be paid with every revision during the tender rate validity period (two years from the date of this tender enquiry) at no extra cost to us.
d. The Contractor shall issue a Photo Identity card and an Employment cum attendance card to all his workmen.
e. Payment shall be made to workmen before 7th of each month by The Contractor.
f. An authorized person of Company shall witness The Contractor's payment to workmen every month. The Contractor shall inform date and time of payment one day in advance for the same.
g. The Contractor shall display his Circular / Notice of payment for his workmen every month on 'The Contractors Notice Board'
h. The Contractor shall obtain labour license if more than 20 workmen are employed by him and for every 20 workmen employed thereafter.
i. Records shall be maintained and kept updated in Wages cum Muster roll and all other registers as required by statutory authorities. These registers shall be kept in Company's premises in designated area.
j. The Contractor shall submit PO Checklist with muster Xerox copy every month after payment of wages.
k. PF payment shall be made on or before 15th of every month and Xerox copy of PF Challan shall be submitted to Tata Power office before 20th of each month through a forwarding letter.
l. ESIC Challan shall be made on or before 21st of every month and Xerox copy of Challan shall be submitted to Tata Power office before 25th of each month through a forwarding letter.
m. The Contractor shall make Payment of Bonus, HRA, Bombay Labour Welfare Payment, Leave Wages, and Gratuity as specified by statutory authorities and applicable.
n. Xerox copy of Annual returns filed by The Contractor pertaining to the above shall be submitted to Office.
o. The Contractor shall make an entry in Office register before and after taking/bringing records after updating.
p. The Contractor shall make records available for inspections and audits, both internal and by Labour Commissioner's Office.
q. The Contractor shall keep records and comply with all new rules, acts, regulations or amendments to the existing ones whenever they come into effect.

2) You shall be fully responsible for the due compliance by you with all statutory requirements and with all applicable labour laws including contract labour Abolition & Regulation act, Workmen's Compensation act, PF / ESI act, payment of minimum wages as may be applicable to the contractor, the sub-contractors and their employees.
3) The contractor need to have PF registration and ESIC number (wherever required) to obtain the contract

4) The contractor shall understand and follow rules, safe working procedures and waste disposal methods as per OSHAS 18001 and ISO 14001 standards.

5) Deviation from the Terms and Conditions if any should be enclosed with the Tender under the heading 'DEVIATIONS'

**PROPOSED SLA AND PENALTY**
Proposed SLA and Penalty to be levied against the same is attached as Annexure-3.

**PERIOD OF CONTRACT AND RATE VALIDITY.**
Outline agreement will be placed for the 3 years from date of contract issued.

**MAN-EFFORT**
You shall deploy adequate manpower, in terms of numbers and skills, considered necessary by Tata Power representative for carrying out the work under this Order, as per schedule.

**SUB-CONTRACTING**
No work shall be sub-contracted without Tata Power's prior written approval. Tata Power has the right to instruct you to change the sub-contractor or skilled/unskilled workers in case workmanship or speed of work is not satisfactory. A Non Disclosure Agreement (NDA) has to be signed in case of subcontracting between the contractor and Sub-Contractor and the copy of the same has to be submitted to Tata Power before actual deployment of sub-contractor on field.
Monthly work report, as applicable, shall also be submitted.

**CONFIDENTIALITY OF DATA AND DOCUMENTS**

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Tata Power shall belong to and remain with the Tata Power. The Agency appointed for meter installation activity shall not utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Tata power. The Contractor shall be bound to hand-over the entire set of records of assignment to the Tata Power within a period specified in the contract and before the final payment is released by the Tata Power.

**Management of Meters, GPS/PDA, Seals and JMR sheets.**

All the metering instrument along with any other supporting equipment provided by Tata Power need to be maintained properly. All activities related to handing over shall be carried out in a format prescribed by Tata Power.

**Fraudulent Behavior**

Vendor shall ensure that all the employees deployed for meter reading activity shall adhere to Tata code of conduct and in case of any fraudulent activity proven against those employees, a person responsible for that fraud shall be terminated from services and same shall be informed to the Tata Power process manager.

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

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

**ANNEXURE-3**

## *CONTRACTOR SAFETY MANAGEMENT SITE SAFETY PLAN (Please refer attached CSM Document )*

**DUTIES & RESPONSIBILITIES OF CONTRACTORS: -**

The Contractor shall take full responsibility for HEALTH and SAFETY of his employees during all site operations & in methods adopted on site in accordance with expected risks. He shall at his own expense arrange for the Accident Prevention Tools, first aid boxes, personal protective equipment, safety training, Material, Safety Data Sheets, pre-employment medical test, etc. in his operations & activities as & when required. In case the Contractor fail to provide/arrange the above, the Site in charge of Tata Power Co., shall be entitled to provide the same & recover the cost there off from the Contractor.

**Supervision and Deployment of competent persons**

The Contractor shall engage required competent site supervisors with each group of workers for safe and correct workmanship, proper co–ordination of material and site work as per schedule. The contractor shall also deploy Safety Officer/ steward for taking care of Safety requirement.

The Contractor shall assign a competent supervisor satisfactory to the Purchaser who shall be in attendance at the site during the progress of all work under the Agreement, except at such times as agreed to by the Purchaser and shall be our authorized representative for all purposes under the Agreement. The contractor shall promptly replace a supervisor unsatisfactory to the Purchaser but shall not otherwise replace the supervisor during the duration of the work without Purchaser's concurrence and approval.

***The Contractor* shall provide the Police verification certificate for the labour and supervisors employed at Tata Power.**

**CONTRACTOR SITE MANAGEMENT and SUPERVISION**

Contractor management reports to and is accountable to the Tata Power Site supervisors. Each Contractor Management Team shall at all times comply with, and ensure that its employees, agents and subcontractors comply with, all Site Safety Plan, rules, regulations and safe work practices. Specifically, Contractors / Subcontractor shall comply with all applicable provisions of the following:

- Tata Power Safety Hand Book & Rules and Procedure.
- Indian Safety regulations& Procedures

**Contractors Supervisors and General Staff**

Contractors' supervisors and general staff members in charge of job site functions such as field engineering, warehousing, purchasing, cost and scheduling, etc. are responsible for the 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 SHE Program and ensuring that all site activities are performed with SAFETY as the primary objective.

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

**Employees and Workforce**

Every member of the workforce is expected to report for work Drug/Alcohol-Free. Employees / Contractors must make safety a part of their job by following safety rules and regulations and by using all safeguards and safety equipment provided. They must take an active part in the Site SHE Program to ensure their own safety and injury-free employment as well as being alert to unsafe practices of their fellow employees.

All employees are expected to report and correct, if possible - any hazardous conditions, practices and behaviors in their work areas to their supervisor. All employees are invited to make suggestions for safety improvements on the job site. Each individual is expected to comply with these requirements.

Employees are responsible for active participation in job safety and health programs, suggestion systems, training activities and the immediate reporting all injuries, any unsafe practices or conditions, incidents observed to their supervisor.

Employment of Skilled Persons

The Contractor shall maintain appropriate documentation for example Electrical work on high and low tension lines , work at Height training and medical certification of workers in line with the requirements of the Purchaser

The Contractor shall maintain the following record of employment of all the above employees:

1. Name of employee
2. Age
3. Address of residence
4. Length of service with the said contractor
5. Years of experience.
6. Photo ID pass

The Contractor shall at all times comply with safely working and ensure that their employees & agencies including sub contractors if any, working with them comply with all the site safety rules and regulations. Specifically, with applicable provisions of the site safety conditions.

**PRE – EMPLOYMENT MEDICAL CHECK UP: -**

The Contractor shall arrange for medical check-up of all his employees being deployed to Tata Power work sites before employment and shall ensure that he employs no person at the site suffering with any of the following diseases.

- Epilepsy
- Colour blindness
- Noise induced hearing loss
- Deafness

Test for checking above illness, audiometric test, Chest X-ray and Spirometry test shall be conducted for all employees.

Record of such medical check-up shall be maintained and made available by The Contractor for inspection at site.

Such medical check up shall be done once in a year for all the employees by the contractor and records submitted to office.

**Safety training**

The Contractor shall not deploy any person at work place/site without Safety Induction Training. The safety card issued by the Purchaser shall be with the workmen at all the time and same shall be produced on demand at any time.

This Safety Induction Course will require approximately four hours administering. The information provided during the orientation will include, but is not limited to such topics as:

A. Job rules, personal safety and conduct
B. Hazards reporting
C. Reporting of injuries/pre-existing conditions
D. Emergency procedures
E. Safety Activities and Program including disciplinary measure and incentives.

**Objectives**

The goal of the standardized Safety Induction for project employees is:

1 To set minimum awareness of standards and requirements for completing work safely.
2 To ensure a consistent approach across the entire site.
3 To help ensure conformance to project safety policies and procedures.

At the end of each module of training, a brief review of the major topics will be conducted.

## Safety Orientation Program

The safety Induction Program is a Tata Power training course and will be given to the Tata Power and Contractor Employees. The course contains all the government and Tata Power Safety requirements to work safely on the Tata Power Project.

Contractors will submit the names of new employees to receive the training; Tata Power will then schedule the training and advise the contractor of the training time and venue.

The Contractor shall nominate a competent and authorized person, in writing to the Purchaser, who shall (a) be fully responsible for safety of the employees (b) ensure safety practices during the execution of the Contract. This person shall be the designated person coordinating, administering and managing the safety effort on behalf of the Contractor. He shall be the focal point of liaison between the Purchaser and the Contractor for all matters related to Safety at the work sites. The Contractor shall also engage required number of supervisors and workers adequately trained to execute the work safely.

The Contractor shall ensure that his concerned supervisor, staff and employees attend the safety meetings conducted at site. He will have to keep himself as well as his workmen informed about the points discussed in the meetings and implement the same at work place/site to ensure the safe execution of the job. The Contractor shall maintain records of the attendance of personnel at such meetings, records of the agenda of the safety meetings.

The Contractor shall understand the work, analyze the job safety requirement and accordingly shall prepare the job safety plan/procedure on the daily basis. The Contractor shall monitor the plan/procedure on daily basis and adhere /improve the plan/procedure, if required, for safe execution of the work.

A proper register/document containing names and designation of workers shall be maintained by The Contractor for safety trained workmen.

**Tool Box Meetings**

Tool Box Talk will be held daily, first thing in the morning, prior to start of work. A daily record of safety issues discussed is to be submitted to the Tata Power Safety Manager on Friday of each week. It is also intended that the contractor supervisor/foremen include safety planning as the first topic of discussion during

daily work planning meetings with their crews. Supervisors are encouraged to use these in their toolbox meetings.

**Disclosure of Hazards**

The Contractor shall thoroughly assess the work scope, properly understand the hazards and risks associated with the job and carry out risk mitigation measures. The Contractor shall inform his employees about the hidden and visible hazards associated with their jobs. Such information shall be passed in toolbox meetings, class room training, and notice board display or through writing on Work permit system etc, in a language understood by his employees. The Contractor shall also provide regular training to his employees regarding safe working procedures to be followed at site.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The Contractor 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.

a. Set of Pliers (Taparia or equivalent make)
b. Set of Screwdrivers with insulated sleeves.
c. Tester
d. Test lamp
e. Cutters with insulated sleeves.
f. Insulation cutting knife.
g. Insulation tape
h. Safety Helmet
i. Safety gloves
j. Safety Shoes
k. Drill machine along with drill bit.
l. Safety goggles
m. Any other tools as applicable & as required.

• **PPE shall be conforming to BIS/DGMS/DIN specifications**, **in good condition and shall be comfortable to his employees, when used.**
• **The Contractor shall arrange all above PPE well in advance with test certificate and maintain a record of distribution with signature of receivers.**
**The Contractor shall also arrange for audit of PPE supplied once in three months or as and when required for their worthiness.**
• In case The Contractor fails to provide the above minimum required PPE, Site Manager shall be entitled to provide the same & recover the cost 1.5 times there off from The Contractor, as penalty.
.

**JOB SPECIFIC TERMS AND CONDITIONS**

**ELECTRICAL SAFETY**

The Contractor shall ensure that only trained and experienced person with valid license (Wire man / Electrical supervisor) issued by the statutory agencies shall be employed to work on any electrical installation, high or low-tension electrical lines.
• Before commencing any work at site The Contractor should produce the original Electrical Wireman license and Electrical Supervisor's license issued by the office

of Chief Electrical Inspector to his employees. A copy of the same should be submitted to Project in-charge / Electrical-in-charge / HSE in-charge at site.

**ANNEXURE 4**

## Service Line Agreement:-

**SLA with outsourced team**

| Key service requirement | SLA Parameter | Penalty | Pre Requisite /Conditions |
|---|---|---|---|
| Availabilty of required Tool,PPE's in good condition.No work will be carried without PPE'S | 100% Compliance | Penalty of Rs.500/- for first default in the month Rs.1000/- for second default in the month.Rs.2000/- for third default in the month | List of required Tools/PPF's is attached as Annexure B. Incase vendor does not provide tools/PPE's, Tata Power shall provide the same and penalty shall be levied |
| Ensuring Good workmenship Correctness of meter changed/wiring done at site as per plan | 100% Compliance | Penalty of Rs.1000/- incident | Tata Power shall verify the work done on site on a sample basis, issues observed shall be penalised.Issues raised by consumer shall also be checked by Tata Power & Vendor be penalised for mistake on site |
| Ensure activity is carried out with a team composition as indicated in order. | 100% Compliance | Penalty of Rs.1000/- incident | Surprise checks shall be carried to ensure combination of team.In case proper combination is not observed for three instance contract may be terminate |
| Penalty against consumer's complaint regarding behavior of associate | NIL Complaints | In bad behaviour incident the concern person will have to be discontinued. | Vendor to ensure decent behaviour of associate with consumer |
| Penalty due to cases kept pending on schedule date | No Cases are Kept Pending | Penalty of Rs.1000/-per case | Vendor to ensure that adequate teams are provided, so that no cases are kept pending on schedule date |
| Penalty due to incorrect site visit Memo/PDA data | NIL Correction | Penalty of Rs.250/-per case | Vendor to ensure correctness of site visit Memo/PDA data |
| Loss of any Tata Power meter FIR Lodged with relevent police station and informing Tata Power within 3 Working Days | NIL Loss of Meters | Rs.5000/-per single phase meter,Rs.15000/- per three phase meter,Rs.25000 per CT meter | Secutiry of the meters is vendor's responsibility.Vendor shall report such incidence to Tata Power immediately |
| Loss of any Tata power Seal, FIR Lodged with relevent police station and informing Tata Power within 3 working days | NIL Loss of Meters | Rs.1000/-Per Seal | Security of the Seal is vendor's responsibility.Vendor shall report such incidence to Tata Power immediately |

**AGREEMENT SIGNED ON BEHALF OF**

| | The Tata Power | Service Provider |
|---|---|---|
| **SIGNATURE** | | |

| | | |
|---|---|---|
| | | |
| **NAME** | | |

# Contractor's Safety Code of Conduct

| Reason for Change | Prepared By | Checked By | Approved by |
|---|---|---|---|
| Revision to accommodate Existing changes in org structure and to simplify the procedure | Rajesh Sharma<br>*(Head-Safety Generation)* | Suresh Khetwani<br>*(Chief - Safety & Environment)*<br><br>Monish Kumar<br>*(Chief -Corporate Contract)* | V. V. Namjoshi<br>(Chief Generations) |

*Confidential & Proprietary – The Tata Power Company Limited*

# INDEX

**1. Objective ..... 3**
**2. Scope ..... Error! Bookmark not defined.**
**3. Definitions ..... 3**
3.1. Order Manager: ..... 3
3.2. Site Safety Management Plan ..... 3
3.3. Contractor ..... 3
3.4. Emergency: ..... 3
3.5. Expert Service jobs: ..... 3
3.6. Head of the Division: ..... 4
3.7. Category A Vendor: Vendor ..... 4
3.8. Category B Vendor: ..... 4
3.9. Category C Vendor: ..... 4
3.10. Category D Vendor: ..... 4
3.11. High Risk Jobs ..... 4
3.12. Medium Risk Jobs: ..... 4
3.13. Low Risk Jobs:. ..... 4
3.14. Long Duration Jobs: ..... 4
3.15. High Value Jobs: ..... 4
**4. Responsibilities ..... 5**
4.1 Order Manager ..... 5
4.2 Contractor ..... 5
4.3 Safety Concurrence Group ..... 5
**5. Procedure: ..... Error! Bookmark not defined.**
Appendix 1: Process Flow Chart for Vendor Registration ..... 7
Appendix 2: CSM-F-1 Safety Category Qualification form ..... 9
Appendix 3: Safety Terms and Conditions ..... 10
Appendix 4: CSM- F-3- Safety Performance Evaluation Criteria ..... 10
Appendix 5: CSM- F-4 Safety Violation Penalty Criteria ..... 12
Appendix 6: Process Flow Chart for issuing RFQ and PO ..... 16
Appendix 7: CSM-F-7 Safety Competency Form (Template) ..... 17
Appendix 8: CSM-F-8 PPE requirements ..... 19
Appendix 9: CSM- F-10 Site Safety Management Plan / Method Statement ..... 20
Appendix 10: Process Flow Chart for Safety Performance Evaluation ..... 25
Appendix 11: CSM- F-11 Safety Performance Score ..... 26
Appendix 12: CSM-F-5 Safety Potential Evaluation Criteria for Vendor Registration ..... 28
Appendix 13: CSM-F-9 Safety Bid Evaluation Criteria. ..... 31
Appendix 14: CSM-F-11.1 CFSA Format ..... 34
Appendix 15: Indicative List of High-Risk Jobs ..... 35

Confidential & Proprietary – The Tata Power Company Limited

# 1. Objective

The Tata Power engages contractor workforce to execute, run and maintain various operating sites and facilities across locations for various business verticals including Generation, Transmission, Distribution and Renewable. The activities range from project execution, operation, maintenance to facilities management.

The management of contractor safety represents a significant challenge for management. Tata Power has a responsibility to ensure that contractors are provided with enough information and support to enable them to conduct their roles safely and without endangering health and safety of their own workforce or that of our staff.

To ensure reduction in reportable injuries and achieve goal of zero accidents, first edition of contractor safety code of conduct was launched successfully in the year 2014. Since last four years after the launch of CSCC, Tata Power could achieve the objective of reduction in reportable injuries and fatalities.

Over the period, as the system was being matured, a need was felt to make second revision of the CSCC process. Objective of second revision is improve existing CSCC system and make it user friendly.

# 2. Scope:

This procedure applies to all operating and project sites of The Tata Power Company Ltd and Group companies including new businesses like EV charging, Home Automation etc.

# 3. Definitions

**3.1.** **Order Manager:** Order Manager is the Tata Power representative, who has the ownership of the given job.

**3.2.** **Site Safety Management Plan**: It is the safety plan agreed between Contractor and Tata Power. It will contain the entire job specific safety requirement and will be signed by the contractor.

**3.3.** **Contractor**: An individual or a company that provides services to Tata Power under a signed contract.

**3.4.** **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 qualified vendor based on the vendor category without the safety bid evaluation. It must be approved by MB level and above.

**3.5.** **Expert Service jobs:** Jobs which needs expert services of contractor which does not involve direct exposure to the potential risk or work which involves only

supervisory work such as expert for turbine overhaul, expert for boiler overhaul, expert for pump and motor, expert for compressor overhaul.

**3.6.** **Head of the Division:** Business in charge of the division who is overall custodian of the generating station or transmission division or distribution division.

**3.7.** **Category A Vendor:** Vendor eligible to carry out Very High & High risk (as per Tata Power Hazard Identification and Risk Analysis Procedure) and /or Long-Term Contract related to operation and maintenance (O&M) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 12-CSMF-5 of this document.

**3.8.** **Category B Vendor:** Vendors eligible to carry out technical jobs, that are classified under Medium /low risk. Vendors must fulfil the requirement specified for Category B in Appendix 12-CSMF-5 of this document.

**3.9.** **Category C Vendor:** Vendors eligible for to carry out low or very low risk administrative and office jobs. For this he must fulfil the requirement specified for Category C in Appendix 12-CSMF-5 of this document.

**3.10.** **Category D Vendor:** All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises (e.g. motor rewinding at vendor's shop floor, equipment sent for repair to vendor's works etc.) are classified as Category D Vendor

**3.11.** **High Risk Jobs:** A Job or its activities are considered as Very High or High Risk when Order manager apply the "Tata Power Hazard Identification and Risk Analysis" procedure and found safety risk associated with are under Very High or High category. Indicative lists of jobs are given in appendix 15 of this document**.**

**3.12.** **Medium Risk Jobs:** Jobs or its activities are considered as medium risk when Order manager apply "Tata Power Hazard Identification and Risk Analysis" procedure and found the same as Medium Risk.

**3.13.** **Low Risk Jobs:** Any job or its activities are considered as Low or Very low risk while Order manager, calculate it by applying "Tata Power Hazard Identification and Risk Analysis" procedure and found it under Low or Very Low category.

**3.14.** **Long Duration Jobs:** When the duration of job is 12 months or more, it is considered as Long duration job

**3.15.** **High Value Jobs:** When the value of the job contract is Rs. One Crore or more it will be considered as High value job**.**

# 4. Responsibilities

**4.1 Order Manager**: Order Manager is the Tata Power representative, who is responsible for:

4.1.1 Finalizing the Site Safety Management Plan along with Contractor, Safety Concurrences Group, Divisional Safety Head and Expert (External or Internal) if required.

4.1.2 Supervise and ensure work is carried out as per the Site Safety Management Plan including agreed Risk Assessment (HIRA/JSA) and Method Statement.

4.1.3 Conduct audit and evaluate Safety Performance of contractor.

4.1.4 Ensure contractors adhere to all statutory provisions.

4.1.5 In case any deviation is needed in agreed safety management plan or in CSCC process for execution of job, Management of Change procedure will be applicable, and approval may be obtained from divisional head /Cluster head.

**4.2 Contractor:** The person, entity or organisation who is executing the job for Tata Power under a contractual agreement and will be responsible for the following

4.2.1 To follow all Tata Power Critical Safety Procedure, Rules and guidelines given in Safety Terms and Conditions

4.2.2 Undertake job as per Site Safety Management Plan CSM-F10 and method statements agreed with Tata Power.

4.2.3 Raise any concerns with regard to their work and its safety with the Tata Power Order Manager.

4.2.4 Report all injuries, near misses, unsafe acts/conditions, and occurrences to the Tata Power Order Manager immediately.

4.2.5 Ensure that all sub-contractors follow the Tata Power Safety Procedure and agreed Site Safety Management Plan CSM-F10.

4.2.6 To follow all statutory requirements as per the laws of the land.

4.2.7 All vendors applying for A category jobs or submitting quote for high risk jobs shall obtain certificates of ISO 9001, ISO14001 and ISO45001 before submitting quote for high risk Jobs.

**4.3 Safety Concurrence Group:** It is Cross Functional Team constituted by Corporate Safety Team, which will have representatives from Execution department, Divisional safety and Corporate / Divisional contracts. SCG will be responsible for the following

4.3.1 Assessment of Safety Potential of new vendor before registration as per CSM-F1-Safety Category Qualification Form.

4.3.2 Safety Evaluation of the bids as per evaluation format CSM-F-9 Safety Bid Evaluation Criteria

4.3.3 Finalization of the Site Safety Management Plan CSM-F-10 submitted by the contractor.

4.3.4 Corporate Safety Team / Cluster Safety Head will be part of SCG during Safety Bid Evaluation for following types of jobs

4.3.4.1 High-Risk jobs to be carried out in Annual Overhaul / Major Shutdowns and Outages.

4.3.4.2 Capex jobs of High-Risk Category

**5.1 Vendor Registration**

For Vendor Registration, Corporate Contract will issue following documents for evaluation of contractor's safety capability

1) CSM-F1 –Safety Category Qualification Form
2) Safety Terms and Conditions

The document Safety Terms and Conditions provides the information about Tata Power safety System to the contractor. Contractor will submit the CSM-F1- Safety Category Qualification Form with all relevant details and documents to Vendor Registration Initiator, which will in turn forward it to Safety Concurrence Group (SCG) for evaluation. The SCG will evaluate the details submitted by the contractor based on a predetermined criteria CSM-F-5 Safety Potential Evaluation Criteria for Vendor Registration and will determine the category (Category A/B/C/D) for which the contractor will be registered. As mentioned in the above criteria, a site visit may also be organized by SCG prior to registration under Category A and B. In case, the contractor does not qualify the safety criteria, the contractor will not be registered. However, he may apply afresh for registration after 6 months. Please refer Appendix 1: Process Flow Chart for Vendor Registration.

**5.2 Bid evaluation**

At the time of placing the Purchase Requisition (PR), Order Manager is required to declare the risk involved in the of the job (i.e. High Risk / Medium Risk / Low Risk jobs, based on the RPN in HIRA. If the Job is "High Risk" or "Long Duration", then RFQ will be attached with following documents:

1) CSM-F7- Blank Safety Competency Form
2) CSM-F8 PPE requirements
3) Safety Terms and Conditions
4) Job Specific Safety Requirement (Educational and Professional Qualification, Skill & Experience Manpower, Tools and Tackles (e.g. man lifter, use of drone, use & availability of rescue kit), Work Methodology etc.)

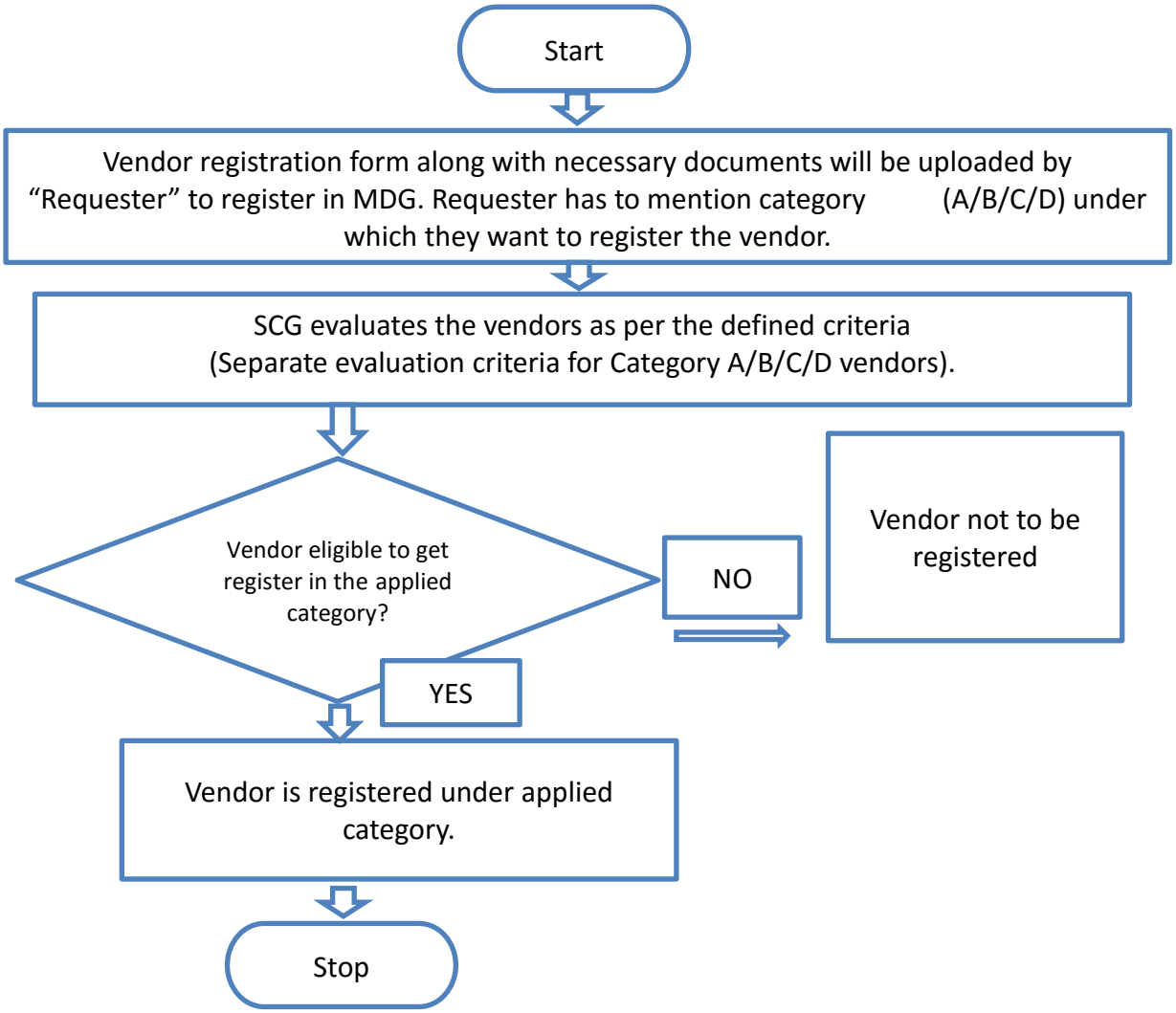
Otherwise the RFQ will be attached only with Safety Terms and Conditions. Long term and low value jobs (see definition) are exempted from the CSCC process.

Corporate Contracts will collect duly filledCSM-F7 Safety Competency Form along with the bid. All other stakeholders will also put their efforts to get all relevant safety data during meeting / discussions with the vendor. SCG will evaluate the document as per the CSM-F9 Safety bid evaluation criteria. If any specific condition related to Contract is required to convey to contractor, Site safety team will attach the same as Annexure for specific conditions of job and submit it to contract team along with safety bid evaluation form. Commercial bid of contractor will be considered for evaluation by contract team only if contractor is qualified in safety bid. Site Safety Management Plan, defining the complete procedure of executing the job at site will be signed by the contractor and SCG after mutual agreement. CC will attach a copy of site safety Management Plan and any specific condition of contract along with PO to the successful bidder. Please refer Appendix 6: Process Flow Chart for issuing RFQ and PO significant health and safety risk associated with it.

### 5.3 Safety Performance Evaluation

During the time of job execution, regular site inspection will be carried out by the Tata Power officials and violations will be dealt as per CSM–F4 Safety Violation Penalty Criteria. Apart from this, monthly safety performance of the contractor will be evaluated based on the predetermined criteria as per CSM-F11 safety Performance Score and monthly score will be maintained 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 mentioned in safety terms and conditions.

## Appendix 1: Process Flow Chart for Vendor Registration


Start
Vendor registration form along with necessary documents will be uploaded by "Requester" to register in MDG. Requester has to mention category (A/B/C/D) under which they want to register the vendor.
SCG evaluates the vendors as per the defined criteria (Separate evaluation criteria for Category A/B/C/D vendors).
Vendor eligible to get register in the applied category?
NO
Vendor not to be registered
YES
Vendor is registered under applied category.
Stop

# Appendix 2: CSM-F-1 Safety Category Qualification form

1. "**Safety Category Qualification Form**" is part of vendor registration form. It needs to be filled by the contractor at the time of Registration and should submitted to Requester / order manager with all relevant documents.
2. The same will be evaluated by Safety Concurrence Group of the Division (SCG) as per the criteria given in CSM-F-5.
3. Information provided by contractor will be verified during site visit.

## Safety Category Qualification Form

**Please Consider my application for**

Category A Vendor: Vendor eligible to carry out Very High- and High-risk O&M jobs
Category B Vendor: Vendors eligible to carry out technical jobs, classified as Medium / low risk
Category C Vendor: Vendors eligible for to carry out low or very low risk administrative and office jobs
Category D vendor: All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises.

<table>
<tr><td colspan="4">Name of the Vendor:</td></tr>
<tr><td>Sr. No</td><td>Safety Information</td><td>Remarks</td><td>Attachment</td></tr>
<tr><td>1</td><td>Certified for<br>i. OHSAS 18001/ ISO 45001,<br>ii. ISO: 14001<br>iii. ISO: 9001<br>(ISO certificates to be issued from reputed accreditation agencies specified by Tata Power)</td><td>i. Y/ N<br>ii. Y/ N<br>iii. Y/ N</td><td>Attach copy of the certification</td></tr>
<tr><td>2</td><td>Safety Statistics for Last Three (3) Years<br>- LTIFR<br>- LTISR</td><td>Yes/No</td><td><table><tr><td></td><td>Year 1 (Last FY)</td><td>Year 2</td><td>Year 3</td></tr><tr><td>LTIFR</td><td></td><td></td><td></td></tr><tr><td>LTISR</td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>3</td><td>Do you have Safety Policy?</td><td>Yes/No</td><td>Attach copy of the safety policy.</td></tr>
<tr><td>4</td><td>Do you have Safety training process?</td><td>Yes/No</td><td>Attach safety training process.</td></tr>
<tr><td>5</td><td>Do you have Safety organization structure e.g. Safety Officers and Safety Committees?</td><td>Yes/No</td><td>Attach copy of the safety organization structure.</td></tr>
<tr><td>6</td><td>Name and address of sites where work is in progress or worked earlier</td><td>Yes/No</td><td>Site details to be attached for inspection by Officials.</td></tr>
</table>

Signature :
Name and Designation :
Stamp of Organization :

# Appendix 3: Safety Terms and Conditions

Please refer the attached document Safety Terms and Conditions.

# Appendix 4: CSM- F-3- Safety Performance Evaluation Criteria

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

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

2. The evaluation criteria include Lead Indicators such as CFSA (Contractor Field safety Audit) score, percentage of workers trained in TPSDI, inspection of critical equipment. Lag indicators such as Fatalities, LWDC and man days lost.
3. The retention amount saved will go to a separate Safety Improvement Fund.
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 with the final bill.
5. Long term jobs with low value (Less than Rs. 1 Cr.) are exempted from the safety retention. Invoice of these type of jobs can be cleared without safety retention.
6. In case of job stoppage due to safety violations / unsafe observations at the site, no time extension shall be given to the contractor, if such delays are attributable to contractor.
7. In case of fatality, limb loss or loss of property, vendor must pay for liability, legal, statutory and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.
8. The committee will finalize an amount between 5 -50 lakhs based on factors such as advise by statutory authorities, contract value and impact of accident etc.
9. Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score 100%.
10. During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on matrix attached herewith and apply the Consequence management policy as applicable.
11. Order Manager, divisional chief and SBU head have the authority to terminate the contract in case of three consecutive serious violations.

## Safety Performance Evaluation report- CSM-F-3

| | **Lead Indicators** | **Unit Of measurement** | **Target** | **weight age** |
|---|---|---|---|---|
| 1 | % of Employee certified in TPSDI/Authorized agency | % | 50% | 10 |
| 2 | CFSA score (Annexure 6.1) | Average Severity of Violations | 1.49 | 20 |
| 3 | Monthly inspection completed by contractor for Critical Equipment, lifting Tools & Tackles and hand tools used at site as per Tata Power Checklist | % | 80 | 5 |
| 4 | Revalidation of Condition of tools, tackles and equipment by Order Manger. | % | 100 | 15 |
| | **Lag Indicators** | | | |
| **1** | Number of Fatalities | No. | 0 | 30 |
| **2** | Number of Lost workday case (LWDC) | No. | 0 | 10 |
| **3** | Man-days Lost | No. | 0 | 10 |

# Appendix 5: CSM- F-4 Safety Violation Penalty Criteria

Penalty shall be imposed on the contractors under the following circumstances for breaching the contractual agreements:

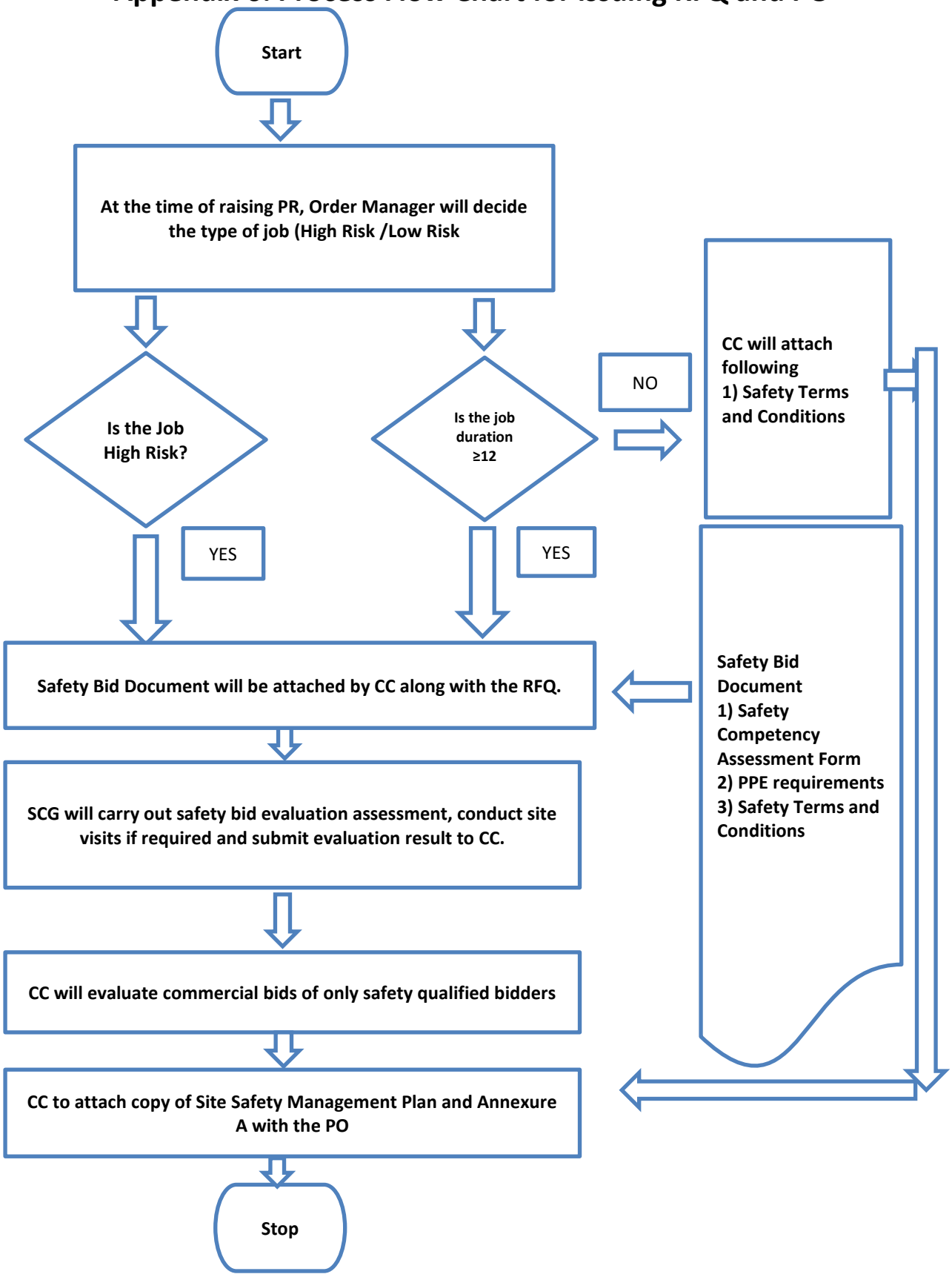
| Sr No | Description of violation | Severity | Penalty |
|---|---|---|---|
| 1. | Working without Permit | 5 | 5000/- |
| 2. | Untrained (TPSDI) worker on high-risk jobs. | 5 | 5000/- |
| 3. | Unhygienic/Bad condition of PPE | 2 | 250/- |
| 4. | Not following Tata Power Procedure & Standard | 4 | 2000/-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

| | | | |
|---|---|---|---|
| 32. | Loose material falling into excavated pit | 4 | 2000/ |
| 33. | Water logging into excavated pit /trenches | 4 | 2000/ |
| 34. | No / inadequate Barricade | 4 | 2000/ |
| 35. | Undercut / cave-in found on sides of excavated pits | 4 | 2000/ |
| 36. | Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard | 4 | 2000/ |
| 37. | The HMV/Mobile Crane operator does not have a valid HMV driving license. | 4 | 2000/ |
| 38. | The loading area is not leveled properly. | 4 | 2000/ |
| 39. | Ladder not anchored at top | 4 | 2000/ |
| 40. | Opening found in working platform of scaffolding/floor | 4 | 2000/ |
| 41. | Inadequate illumination at the working area | 4 | 2000/ |
| 42. | Loose material lying on Gantry, platform | 4 | 2000/ |
| 43. | Cleaning with Compressed Air. | 3 | 500/- |
| 44. | Gas Cylinders using without cap. | 3 | 500/ |
| 45. | Gas Cylinders stored without securing | 3 | 500/ |
| 46. | Bringing inside any other chemicals, apart from approved by Safety dept. | 3 | 500/ |
| 47. | Using drum for sitting or accessing height. | 3 | 500/ |
| 48. | Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc. | 3 | 500/ |
| 49. | No provision of Safety net where falling materials or tools may occurs | 3 | 500/ |
| 50. | Taking electrical supply from non-designated outlet (other than socket). | 3 | 500/ |
| 51. | Restricted gangways due to unwanted materials. | 3 | 500/ |
| 52. | Not reporting incident. | 3 | 500/ |
| 53. | Entering into restricted area like switch yard/ hazardous storage | 3 | 500/ |
| 54. | Work without supervision | 3 | 500/ |
| 55. | Parking of vehicle without applying wheel choke at right front-front and left rear-rear wheels other than passenger cars. | 3 | 500/ |
| 56. | Heavy Vehicle without helper or co-driver. | 3 | 500/ |
| 57. | Not wearing florescent safety jacket at site. | 3 | 500/ |
| 58. | People travelling in load body of vehicle. | 3 | 500/ |
| 59. | Parking of vehicles at non designated area. | 3 | 500/ |
| 60. | Shifting heavy materials without guide ropes. | 3 | 500/ |
| 61. | Using other than 24V lamp inside the confined space/Use of other than 24V lamps. | 3 | 500/ |
| 62. | Angular loading/ lifting with Crane or hoist. | 3 | 500/ |
| 63. | By passing the limit switch/ Safety Interlock. | 3 | 500/ |
| 64. | Housekeeping activities on road without proper barricade. | 3 | 500/ |
| 65. | Trying to board or alit from running vehicle. | 3 | 500/ |

| | | | |
|---|---|---|---|
| 66. | Cylinder Valves of Gas cylinders not closed when not in use. | 3 | 500/ |
| 67. | Flash-back arrester not used. | 3 | 500/ |
| 68. | Hand Trolley wheel found damaged. | 3 | 500/ |
| 69. | Guy ropes of required length on both sides of object are not used during movement with load. | 3 | 5/ 00/ |
| 70. | Scotch block/wedge not provided, when the vehicle is parked. | 3 | 500/ |
| 71. | Suitable Trolley not provided to hold the cylinders. | 3 | 500/ |
| 72. | Locked First Aid box | 3 | 500/ |
| 73. | Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed. | 3 | 500/ |
| 74. | Person found jumping barricading tape | 3 | 500/ |
| 75. | Stacking of pipes, pile casing, drums without chock blocks/wedges | 3 | 500/ |
| 76. | The terrain on which Heavy Equipment/Machinery moves is not reasonably hard. | 3 | 500/ |
| 77. | Without Safety Helmet at working sites | 4 | 250/- |
| 78. | Without Crash Helmet (on bikes) | 4 | 500/- |
| 79. | Without Full body double lanyard Safety Harness (for work at height) | 5 | 5000/- |
| 80. | Without Hand gloves - Material Handling, Welding, Cutting, | 4 | 100/- |
| 81. | Without Safety goggles/ face shield - Welding/Cutting /Grinding | 5 | 5000/- |
| 82. | Handling Chemical without PVC Apron | 5 | 5000/- |
| 83. | Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders) | 5 | 1000/- |
| 84. | Sleeping at Workplace | 3 | 100/- |
| 85. | Driving beyond speed limit | 3 | 1000/- |
| 86. | Seat Belt While Driving (for front seat passengers and driver) | 3 | 500/- |
| 87. | Driving without license | 4 | 1000/- |
| 88. | Heavy Commercial vehicles without reverse horn | 3 | 500/- |
| 89. | Nonfunctional Head light/ taillight and side indicators | 3 | 100/- |
| 90. | Using Mobile Phone During Driving | 5 | 5000/- |
| 91. | Poor visibility of registration number/ without registration number | 3 | 100/- |
| 92. | Broken/ without Side view mirror | 3 | 100/- |
| 93. | Over speeding above specified limit | 3 | 500/- |
| 94. | Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder. | 3 | 500/- |
| 95. | Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders. | 5 | 5000/- |
| 96. | Spillage of hazardous material/chemicals during transportation | 4 | 2000/- |

| | | | |
|---|---|---|---|
| 97. | Electrical equipment without Earthing/ ELCB/ Double Insulation Cable. | 5 | 5000/- |
| 98. | Lifting Tools & Tackles used without/ expired Test Certificates. | 5 | 5000/- |
| 99. | Housekeeping repeatedly not maintained | | |
| 100. | • First Time | 3 | Warning |
| 101. | • Second Time | 4 | 1000/- |
| 102. | • Third Time | 5 | 5000/- |
| 103. | Serious Violation of House Keeping (after 1st or 2nd warning to be decided 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 his Safety Bid Evaluation and/or without the permission of engineer in charge or Order manager. | 5 | 5% of Contract Value |

# Appendix 6: Process Flow Chart for issuing RFQ and PO



# Appendix 7: CSM-F-7 Safety Competency Form (Template)

**Name of the Vendor/Bidder** : -

**Name of the Sub Vendor** (If job is given to Sub Vendor) : -

**Description of the Job** : -

**Request for Quotation (RFQ) No.** :-

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

## 1. Proposed Manpower Deployment Schedule : -

| 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:**

1. Bidder to provide the overall site manpower deployment schedule as above.
2. Bidder to indicate (through colour code mentioned below ) their direct and sub-contracted employees

Direct bidder employee
Partly Direct / Partly sub-contracted
Sub-Contracted

3. Against each of the category, bidder to indicate the minimum qualification and experience of the proposed manpower.
4. Rows can be added to also identify other specialised manpower e.g. specific details to be included for high risk activities operators
5. Columns can be extended to the actual duration of Site activities.
6. Bidder to note that if operations is in shifts, then Shift-in-charge / safety officers are required for each shift of operation.

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

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

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

**3. Safety Records:**

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

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

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

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

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

(Use Method Statement template attached as annexure A and sample as attachment B)

**5. Management System Certification: -**

| Sr. | Certification | Yes / No | If Yes, Year of Certification | If No, Target date for Certification |
|---|---|---|---|---|
| | ISO 9001 | | | |
| | ISO 14001 | | | |
| | OSHAS 18001 / ISO 45001 | | | |
| | 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. | | | | |

# Appendix 8: CSM-F-8 PPE requirements

The Contractor 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 color), Safety helmet & safety shoes with Composite or steel toe cap |
| 2 | Workers mixing asphalt, cement, lime / concrete | Safety goggle & protective Hand gloves and footwear, Nose mask. |
| 3 | Welders / Grinders | 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. |
| | Workers engaged in coal handling plant, ash handling plant and working in high dust area. | Dust mask, Hand gloves, protective goggles. |
| 7 | 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.**

# Appendix 9: CSM- F-10 Site Safety Management Plan / Method Statement

## Site Safety Plan / Method Statement (Template)

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

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

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

| |
|---|
| |

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

| |
|---|
| |

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

| |
|---|
| |

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

| |
|---|
| |

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

**6.1 Pre-Working Checks**

| |
|---|
| |

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

**Tools required for work:**

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

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

| Sr.No | Activity | Details of job sequence | Risk Involved | Control Checks |
|---|---|---|---|---|
| **1.** | | 1. | | |
| **2.** | | | | |
| **3** | | | | |
| **4** | | | | |
| 5. | | | | |

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

**7.0 Task Specific Hazards: -** *Refer to Task Specific Risk Assessment and attach in appendix*
**Attachment: - Specific Risk Assessment**
**In addition, please provide below control measures in risk assessment** *(as applicable).*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Fall Protection Measures: (Where Work at height cannot be avoided)** | | | | | | | |
| **Control Measures for Electrical Hazards** | | | | | | | |
| **Others Hazard if any (please provide details)** | | | | | | | |
| **Hazardous Substances to be used in job** : (Attach MSDS if required) | | | | | | | |
| | Yes /No | Yes /No | Yes /No | Yes /No | Yes /No | Yes /No | Yes /No |

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

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

| |
|---|
| |

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

| Required Personnel Protective Equipment: | Safety Boots | Hard Hats | Safety Gloves | Hearing Protection | Eye Protection | Respiratory Protection | Other: 1. Hi-Viz 2. Coveralls 3. |
|---|---|---|---|---|---|---|---|

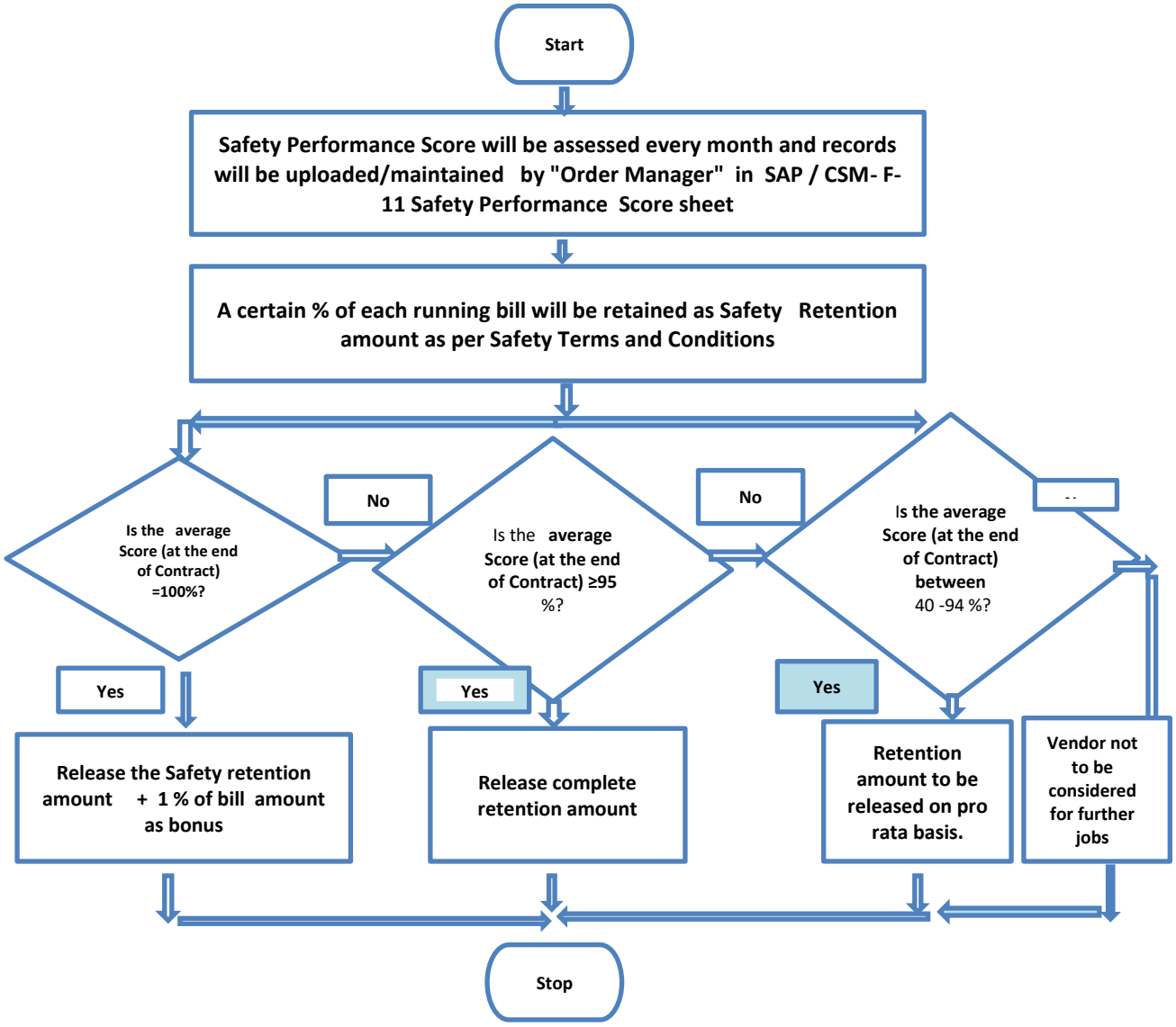
## 10.0 First Aid facilities and Nearby Hospitals Details

| | | | |
|---|---|---|---|
| | First Aid Facilities: | Name of On-Site First Aider: | |
| | | First Aid Box Location: | |
| | | Location of Nearest Hospital: | |

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

| |
|---|
| 1. Please give a brief writeup / methodology of your organization planned to avoid impact of the COVID-19 pandemic at Tata Power working site.<br><br>2. Please give brief details of occupational health and hygiene related interventions planned by your organisation to ensure good health and fitness of workforce at Tata Power site. |

# Appendix 10: Process Flow Chart for Safety Performance Evaluation



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

| Sr. No | Parameter | Unit of Measurement | Target | Weightage | Actual Performance | Actual Score |
|---|---|---|---|---|---|---|
| **Lead Indicator** | | | | | | |
| 1 | % of Employee certified in TPSDI/Authorized agency | Number | 50% | 10 | | |
| 2 | CFSA score (Annexure 6.1) | Average Severity of Violations | 1.49 | 20 | | |
| 3 | Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site | Number | 80% | 10 | | |
| 4 | Condition of critical tools, tackles and equipment | Number | 100% | 10 | | |
| | | | | | | |
| **Lag Indicator** | | | | | | |
| 1 | Number of Fatalities | No | 0 | 30 | | |
| 2 | Number of Lost workday case (LWDC) (reportable) | No | 0 | 10 | | |
| 3 | Man-days Lost | Man-days | 0 | 10 | | |
| | | | | | **Final Score** | |
| | | | | | **Invoice Value** | |
| | | | | | **Amount to be released** | |

## Safety Performance Evaluation Criteria

## Lead Indicators

| | Target | | | |
|---|---|---|---|---|
| % of Employee certified in TPSDI/Authorized agency | 50% | 100% | Less than 100% | |
| Score | | 10 | 5 | |
| | Target | | | |
| CFSA score | <=1.49 | 1.5 to 2.5 | 2.51 to 3.5 | >=3.51 |
| Score | 20 | 15 | 10 | 0 |
| | Target | | | |
| Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site | >=80% | 79 to 50% | <50% | |
| Score | 10 | 7 | 0 | |
| | Target | | | |
| Condition of critical tools, tackles and equipment | 100% | <100% | | |
| Score | 10 | 0 | | |

## Lag Indicators

| | | | |
|---|---|---|---|
| Number of Fatalities | 0 | >0 | |
| Score | 30 | 0 | |
| Number of LWDC (reportable) | 0 | >0 | |
| Score | 10 | 0 | |
| Number of man days lost | 0 | 1 to 5 | >5 |
| Score | 10 | 5 | 0 |

# Appendix 12: CSM-F-5 Safety Potential Evaluation Criteria for Vendor Registration

At the time of vendor registration, vendor will be registered under 3 categories

1) **Category A**- Vendors eligible to carry out High risk Jobs
2) **Category B**- Vendors eligible to carry out technical jobs that are low risk
3) **Category C**- Vendors eligible to carry out administrative and office jobs
4) **Category D**- Outsourced Jobs / Consultants /Medical Practitioners / Suppliers etc

For vendors to be registered under **Category A**, a safety potential evaluation will be carried out based on following parameters.

| Sr. No | Description | Weightage (%) | Actual Score | Remarks |
|---|---|---|---|---|
| 1 | Does the contractor have a valid ISO 45001/ OHSAS 18001/ Certification? | 30 | | |
| 2 | During site visit check for safety adequacy at site | 30 | | Annexure - 12.1 |
| 3 | Check the Safety statistics of Contractor | 10 | | Annexure - 12.2 |
| 4 | Check the Safety orientation & training process of Contractor | 15 | | Annexure 12.3 |
| 5 | Check the organizational structure for safety professionals & engineers / supervisors. | 10 | | Annexure - 12.4 |
| 6 | Certified/skilled workers as a percentage of overall workforce | 5 | | |
| | Total | 100 | | |

**Evaluation Criteria for Category B**

| Sr. No | Description | Weightage (%) | Actual Score | Remarks |
|---|---|---|---|---|
| 1 | Does the contractor have a valid ISO 9001 certification? | 30 | | |
| 2 | During site visit check for safety adequacy at site | 30 | | Annexure -12.1 |
| 3 | Check the Safety statistics of Contractor | 10 | | Annexure -12.2 |

| | | | | |
|---|---|---|---|---|
| 4 | Check the Safety orientation & training process of Contractor | 15 | | Annexure -12.3 |
| 5 | Check the organizational structure for safety professionals & engineers / supervisors. | 10 | | Annexure -12.4 |
| 6 | Certified/skilled workers as a percentage of overall workforce | 5 | | |
| | Total | 100 | | |

**Evaluation Criteria for Category C**

| Sr. No | Description | Weightage (%) | Actual Score | Remarks |
|---|---|---|---|---|
| 1 | Does the contractor have a valid ISO 9001 certification? | 40 | | |
| 2 | Check the Safety statistics of Contractor | 40 | | Annexure - 12.2 |
| 3 | Check the Safety orientation & training process of Contractor | 20 | | Annexure - 12.3 |
| | **Total** | 100 | | |

**Annexure 12.1: Evaluation Criteria for Category D:**

Category D does not require any evaluation as it is for outsourced job outside the Tata Power company premise.

**Annexure 12.2**

| Check List – Adequacy of Safety Statistics of Service Provider | | | Actual Marks obtained | Remarks |
|---|---|---|---|---|
| 1 | Check the safety statistics for last 3 years (LTIFR and LTISR) | Statistics available: Marks 5; Statistics not available: 0 | | |
| 2 | Check the trend LTIFR for last 3 years | LTIFR value: 0 to 0.2 – Marks 5; 0.21 to 0.3 – 2.5; >0.3 – 0 | | |
| 3 | Check the trend of LTISR last 3 years | LTISR value: 0 to 2 – Marks 5; 2 to 3 – 2.5; >3 – 0 | | |
| 4 | Has there been any Prosecution/Conviction for any contravention with regard to Safety & Health provisions under the Factories Act /Electricity Act/ BOCW Act and Rules framed there under? | No Prosecution – Marks 10; Prosecution – 0. To be provided in written on letter head | | |
| | **Total** | 25 | | |

**Annexure 12.3**

| Check List – Adequacy of Safety orientation & training process of Service provider | | | Actual Marks obtained |
|---|---|---|---|
| 1 | Records of safety trainings provided to safety officer/supervisor/workmen during last 1 year as percentage(%) of total employed by service provider | **Safety Officer** / Marks<br>≥80% of employees – 5<br>50 to 79 % of employee – 2.5<br>< 50% – 0<br><br>**Safety Supervisor** / Marks<br>≥80% of employees – 10<br>50 to 79 % of employee – 6<br>< 50% – 0<br><br>**Workmen** / Marks<br>≥80% of employees – 10<br>50 to 79 % of employee – 6<br>< 50% – 0 | |
| | Total | 25 | |

**Annexure 12.4**

| Check List – Adequacy of organizational structure for safety professionals & engineers / supervisors. | | | Actual Marks obtained |
|---|---|---|---|
| 1 | Check availability of number of safety officers from government recognized institute as per workforce strength. | Marks<br>1 in 50 employees – 10<br>1 in 100 employee – 6<br>Any other – 0 | |
| 3 | Check availability of qualified workforce from government recognized institute/TPSDI. | Marks<br>100% of safety officers qualified – 5<br>50 – 99% of safety officers qualified – 3<br><50 – 0 | |
| | Total | 15 | |

# Appendix 13: CSM-F-9 Safety Bid Evaluation Criteria.

The User has to select whether the job is high risk/ long duration at time of raising the PR.

1) The decision whether job is "**high risk** "or not has to be made by order manager on the basis of Risk involved (Risk Priority Number in HIRA) of the Jobs. An indicative list of high-risk jobs is attached as annexure
2) If a technical job is of low risk with estimated duration of the contract is 1 year or more the job should be treated as "**long duration**".
3) All Safety bids will be evaluated by Safety Concurrence Group. Structure of SCG will be declared by Corporate safety. Corporate safety team will audit bid evaluation process of a few selected jobs and Quality of evaluated safety Bids.
4) Records of jobs sent by for Safety Bid evaluation shall be maintained by Corporate Contract team in existing tracing sheet along with other jobs.
5) For Safety Bid Evaluation will be based on following parameters.

| | | **Minimum Requirement** | **Weightage (%)** | **Score Obtained** |
|---|---|---|---|---|
| **Manpower** | **Safety Officer (1 per 500 workers)** | **Qualification-** Officer shall possess Advance Diploma In Industrial Safety by state technical board.<br><br>**Experience**- Minimum 1-year experience in relevant field as mentioned in the job in PR. | 5 | |
| | **Safety Supervisor (1 per work site up to max. 50 workers)** | **Qualification-** Supervisor shall possess ITI/ Diploma in relevant field.<br><br>**Experience**- Minimum 2-year experience in relevant field as mentioned in the job in PR.<br>**Training** – Trained and certified by TPSDI or equivalent institute in relevant safety procedures.<br>**Note:** On request of the contractor/Users -TPDSI should vet & certify the skilled & experienced | 5 | |

| | | | | |
|---|---|---|---|---|
| | | Technician if Technical Qualification is not adequate. | | |
| | **Technician (Skilled workers as electrician, rigger, fitter, welder, cable jointer, line men etc)** | **Experience**- Minimum 2 year experience in relevant field as mentioned in the job in PR.<br><br>**Training** – Trained and certified by TPSDI or equivalent institute in relevant safety procedures. | 5 | |
| **Tools & Tackles** | Equipment / Machines/ Tools & Tackles(lifting and shifting tools) | The list of Equipment /Machines / Tools and tackles to be used for job to be submitted by the contractor.<br>Evaluation of the list will be carried out based on<br>1) Suitability as per the relevant job<br>2) Make and age of the tools from authorized agencies defined by the user.<br>3) Certification by the competent authority of respective state. | 30 | |
| **Safety Records** | Safety Records | Safety Records for last 3 years (as per vendor or as per our knowledge) – Recommendation? | 15 | |
| **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 equipment | 20 | |
| **Accredited Bodies certificate** | ISO-9001 | ISO-9001 | 2 | |
| | ISO-14001 | ISO-14001 | 3 | |
| | OHSAS 18001<br>ISO 45000 | OHSAS 18001/ISO 45000 | 15 | |
| | | **Total Score** | | |

6) Vendor entitled to carry out the job only when qualified for the safety evaluation as follows:

Contractor is qualified in safety bid only if his total score is more than 70% in all category 1 jobs such as high risk/long duration.

7) The Corporate Contract has to ensure that the vendor provides the filled "Safety Competency Form" along with the quotation.
8) Corporate Contract will forward the Safety Competency Form received from the contractor to the Safety Concurrence Group for evaluation.
9) In case SCG wants to visit the site, the Safety Competency will be based on evaluation at the time of site visit Annexure 13.1

**Annexure -13.1:**

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

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

# Appendix 14: CSM-F-11.1 CFSA Format

**CONTRACTOR FIELD SAFETY AUDIT**

**Project Name :**

**Date:**

| **Description of Severity rating:** | | **Audit Team:** | |
|---|---|---|---|
| | 1 = Untidy area, minor issues, sets poor example | | |
| | 2 = Restricted access, unacceptable trash, disorderly | | |
| | 3 = Rule or procedure violation, potential injury | | |
| | 4 = Unsafe condition, serious injury potential | | |
| | 5 = Immediate serious injury potential, stop activity immediately and correct | **Audit Time:** | 10:00hrs -11:30 hrs |
| | | **Weather:** | cloudy |

| | Description | **Responsible** | | **Number Personnel Observed** | | **Violations** | | | **Remarks** | Leading Indicators | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Engineer** | **Contractors** | **Good Citizens** | **Violators** | **Number of Violations** | **Severity** | **Violations x Severity** | | 4 & 5 | PPE | Unsafe Act | Unsafe Condition |
| **Area** | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | |
| | **Sub Totals** | | | **0** | **0** | **0** | **0** | **0** | | **0** | **0** | **0** | **0** |
| | **% of Observed People Working Safely** | | | | | | | | | | | | |
| | **Number of Violations** | | | | | | | | | | | | |
| | **Average Severity of Violations** | | | | | | | | | | | | |
| | **Number of Severity 4 & 5 Violations** | | | | | | | | | | | | |
| | **% of 4 & 5 Violations** | | | | | | | | | | | | |
| | **Approximate Number of Workers Observed** | | | | | | | | | | | | |
| | **Number of People on Site** | | | | | | | | | | | | |
| | **% of Workers Observed** | | | | | | | | | | | | |

# Appendix 15: Indicative List of High-Risk Jobs

To access the exhaustive list of High-risk jobs, please refer the following documents

1) High Risk Jobs- Generation
2) High Risk Jobs- T&D
3) High Risk Jobs- Renewable

| Indicative List of High-Risk Jobs -Generation Cluster | | | | | |
|---|---|---|---|---|---|
| **Sl. No.** | **Jobs** | | | | |
| 1 | Demolition / Painting of Chimney | | | | |
| 2 | Survey Sounding Jobs in Sea | | | | |
| 3 | Dredging at Coal Birth Jetty | | | | |
| 4 | Maintenance / Testing and Replacement of Extra High Voltage (132 KV etc.) Switchyard equipment | | | | |
| 5 | Maintenance of EOT Cranes | | | | |
| 6 | Deep excavation (5 feet or more) near existing buildings /Structure s | | | | |
| 7 | Working inside confined spaces (entry through manhole) | | | | |
| 8 | Operation Maintenance of elevators | | | | |
| 9 | Working on Live control Circuits for identification of faults | | | | |
| 10 | Cable laying and termination Jobs | | | | |

| Indicative List of High-Risk Jobs - T&D Cluster | | | | | |
|---|---|---|---|---|---|
| **Sl. No.** | **Jobs** | | | | |
| 1 | Transmission Line Tower Erection on columns, near live lines, In congested areas, In creeks, In the Sea | | | | |
| 2 | Conductor Stringing on Tower Using Tensioner & Puller in the area such as Line Crossing, Near Live lines, Congested Areas, Road Crossing, Bridge Crossing, Railway line Crossing, In creeks ,In the Sea | | | | |
| 3 | Cable Pulling by Using winch Machine in City and Rural Areas | | | | |
| 4 | Hot Washing of HT and Extra HT lines, Towers and switchyards equipment | | | | |
| 5 | Installation of Lifts | | | | |
| 6 | Installation of EOT Cranes | | | | |
| 7 | Tower Dismantling | | | | |
| 8 | Working on H Frame /Pole mounted Transformers | | | | |
| 9 | Excavation in operational Area heaving power cables in receiving station | | | | |
| 10 | Identification and spiking of cable / disconnection of cables from poles | | | | |

| Indicative List of High-Risk Jobs - Renewable Cluster | | | | | |
|---|---|---|---|---|---|
| **Sl. No.** | **Jobs** | | | | |
| 1 | Working on Electrical Panels | | | | |
| 2 | Hi Potting of Equipment | | | | |
| 3 | Battery commissioning and maintenance | | | | |
| 4 | Working on the nasal of Wind Turbine | | | | |
| 5 | Working on live electrical switchyard, material Handling and Equipment installation | | | | |
| 6 | Roof Top Solar Panels Installation and maintenance | | | | |
| 7 | Working in live Electrical Switchyard, Material Handling, equipment installation | | | | |
| 8 | All maintenance activities that requires climbing on Towers /Structures / Transformer/ GODs | | | | |
| 9 | Loading and Unloading of Solar Panels on trucks | | | | |
| 10 | Structural Repair /Dismantling work at height. | | | | |

# SECTION C- GCC & SCC

TATA POWER

# GCC-Supply (Annexure to Tender Documents)

CONFIDENTIAL

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 |

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 Contract 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 pro-forma.

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 it's 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 work-place 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.

**Special Terms and Conditions**

**Item No D.2**

1. The information contained in this Tender Document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of The Tata Power Company Limited herein referred to as Tata Power, or any of its employees, is provided to Bidder on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

2. Tata Power also does not accept any liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender Document.

3. Tata Power, and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Enquiry and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Selection Process.

4. Tata Power may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document.

5. Though adequate care taken while issuing this Tender Document, Bidder should satisfy himself for completeness of the document in all respects. Intimation of any discrepancy should be given to Tata Power Concerned Person immediately. If no intimation received by this office within 3 days from the date of issue of the Tender Document, then Tata Power shall consider that the document received by the Bidder is complete and to the satisfaction of the Bidder in all respects.

6. Tata Power reserves the right to change any or all of the provisions of this Tender Document before date of submission. Such changes, if any, would be intimated to Authorized Person of Interested Bidder through E-Tender System only.

7. The issue of this Tender Document does not imply that Tata Power is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Contract and Tata Power reserves the right to reject all or any of the Proposals without assigning any reasons and or making any correspondence on this account whatsoever.

8. Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses

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

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

9. No claim shall be entertained on account of disruption of internet services being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snag.

10. The decision of Tata Power Management regarding the opening of offers, evaluation and acceptance of the offer shall be final and binding on all the Bidders.

11. Tata Power reserves the right to extend the date of uploads/opening of tenders without assigning any reason thereof, and also reserves the right to distribute the work among more than one bidder.

12. Tata Power reserves the right to accept or reject any offer, and to annul the offer process and reject all offers at any time prior to award of Offer, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the Tata Power decision.

13. Tata Power reserves the right to invite open or limited tenders and when tenderers are called to accept a tender in whole or in part or reject any tender or all tenders without assigning any reasons for such action.

14. The authority for the acceptance of the tender will rest with the Tata Power. It shall be obligatory on the said authority to accept the most suitable bid or any other bid and no Bidder shall demand neither any explanation for the cause of rejection of his / their tender nor Tata Power undertake to assign reasons for declining to consider or reject any particular tender or tenders.

15. Local Conditions: It will be imperative on each Bidder to fully acquaint himself with all the local conditions and *factors* which would have any effect on the performance of the contract. Tata Power shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, of time schedule of completion of work on account of any local conditions or factor shall be entertained after the offer is accepted by Tata Power.

16. The intending bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that rates he enters in the tender papers are adequate and all inclusive, for the completion of works to the entire satisfaction of Tata Power.

17. Bidder who is Black listed / Banned / Debarred as on originally scheduled date of this bid opening or whose Agreement / Work order has been terminated on account of performance, or a bidder against whom there is adverse report about its performance under an existing contract or a bidders performance security has been forfeited by any company/organization for non-performance at any time shall not be eligible, within 5 (five) years of originally scheduled date of this bid opening by any State / Central Govt. / Govt. Undertaking / Public sector Undertaking in India for similar type of work, will not be eligible for participating in this tender. The Bidder should submit an affidavit on Letter Head (Format F1) as a proof in this regard.

18. The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.

19. Conditional and incomplete tenders shall not be accepted. Bid must be in conformity with schedules / formats of this tender.

20. At any stage if it is found that bidder

    a. have submitted false document for the purpose of qualifying in the tender or non-execution of project as per contract,
    b. Have not provided relevant details (for example litigation history etc)

    action as per Law will be taken and the pending payment, Bank Guarantee, EMD, Security amount of the bidder will be forfeited by Tata Power at any stage of execution. Also Bidder will be Blacklisted for future Tenders by Tata Power.

21. Issuance of Tender document does not construe that Bidder will be qualified for award of work.

22. Tata Power reserves the right to verify all statements, information and documents, Submitted by the Bidder in response to Tender Document. Any such verification or the lack of such verification by Tata Power to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Tata Power there under.

--- XXX ---

**FORMAT OF EMD – Bid Guarantee BG**

**Note: a) Format shall be followed in toto**
**b) Claim period of six months must be kept. In case of Bank is not ready to give BG for six months and claim period of six months EMD BG valid of one year to be given**
**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.

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

(a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.

(b) That this guarantee shall not be revoked during its currency without your written express consent.

(c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.

(d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.

(e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

(f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till ____Days (__days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.

(g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

(h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs._____/-(Rupees _____only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date ), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.

(i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**

(j) Liability against this Bank Guarantee will be discharged only after issue of Discharge Letter by Tata Power

Notwithstanding anything contained hereinabove :

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

(k) 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 .

Bank Contact Details:
BG Issuing Person Name:
Contact Number:
e-mail Id.

**FORMAT OF PERFORMANCE BANK GUARANTEE**

**Note: a) Format shall be followed in toto**
**b) Claim period of six months must be kept up**
**c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank's letter head.**

---

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 t o as "the said equipment") for the price and on the terms and conditions contained in the said contract.

2.0 In accordance with the terms of the said contract, " the Vendor" has agreed to furnish you with an irrevocable and unconditional bank guarantee in a form and from a bank acceptable to you as security for the due performance by " the Vendor" of all his contractual obligations under the said contract in an amount equal to 10% (ten percent) of the total value of the contract to be valid from the date of contract and up to 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 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.

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 .

# SECTION D- TATA POWER STANDARD POLICIES

# 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

Date: 15th June, 2018

(Praveer Sinha)
CEO & Managing Director

TATA POWER
Lighting up Lives!

# CORPORATE SUSTAINABILITY POLICY

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

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

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

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER
Lighting up Lives!

TATA POWER

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

CONFIDENTIAL

# SUPPLIER MANUAL ANSWERING

# TO

# E-BIDDING

| | Version 1.2 |
|---|---|
| Company Confidential | DEC - 2020 |

# INDEX

**1 ACCESSING ARIBA SOURCING ..... 3**

**2 VENDOR SCREEN.....4**

*2.1.1 Review and Approve "Prerequisites" .....5*

*2.1.2 Select Items or Lots .....6*

*2.1.3 Entering Your Prebid .....6*

2.1.4.1 How to submit a price.....9

**3 COMMUNICATING WITH TATA POWER BUYER DURING E-BIDDING.....7**

**4 ARIBA TRAINING AND ARIBA SUPPORT …….....8**

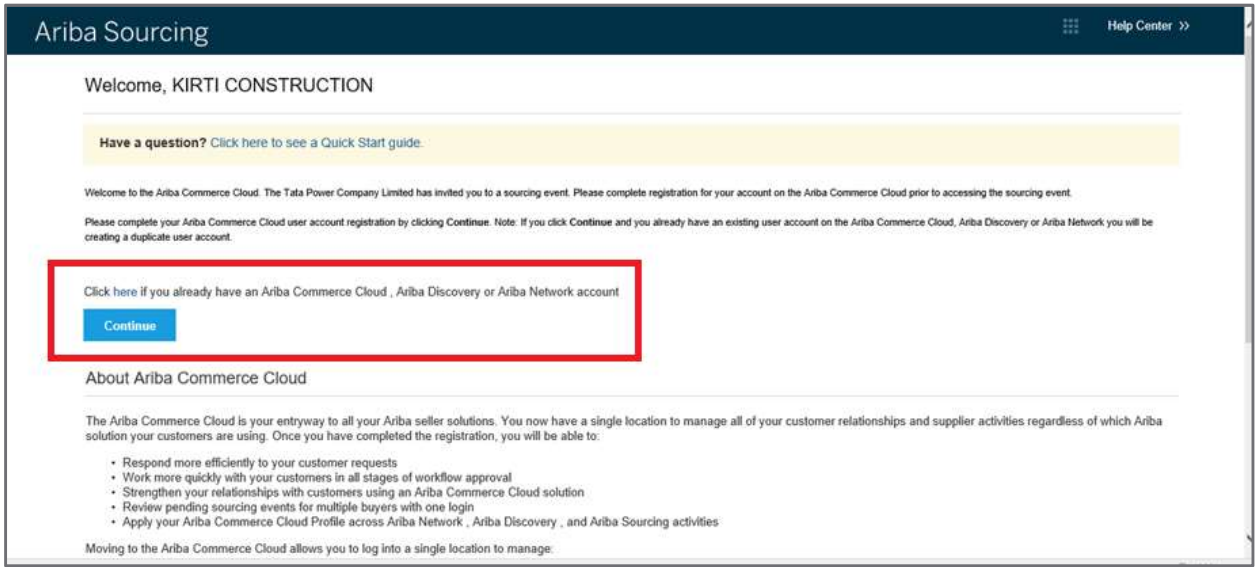
**5 SUPPLIER FREQUENTLY ASKED QUESTION .....11**

## 1- Accessing Ariba Sourcing

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

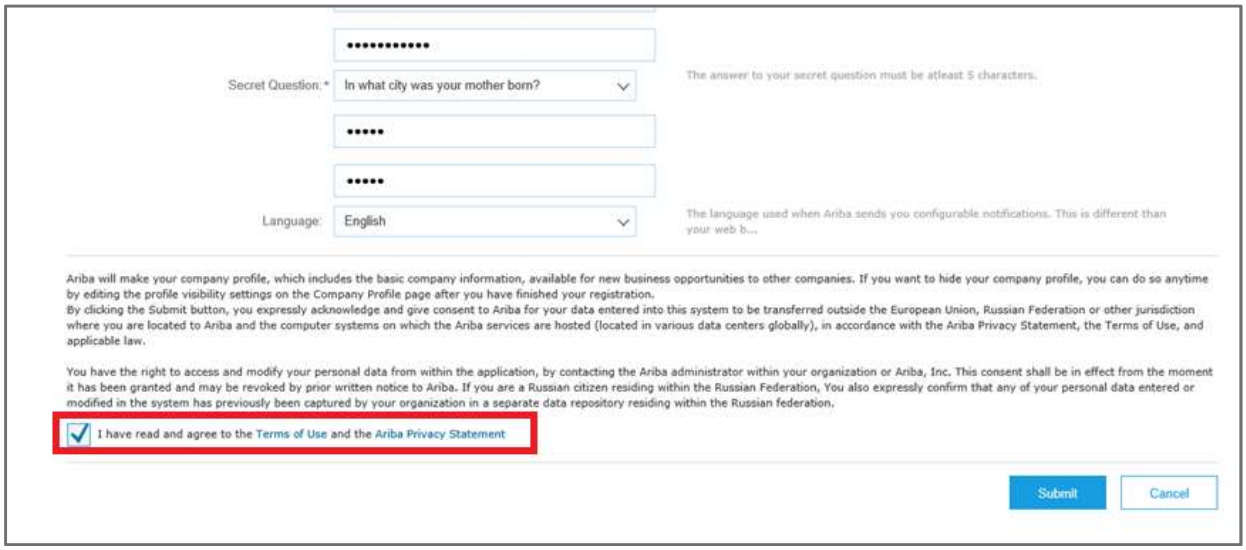
**Step 2:** Click “Click Here” to access the Ariba Web Site.

**Step 3:** Supplier has to click on "Continue"




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

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

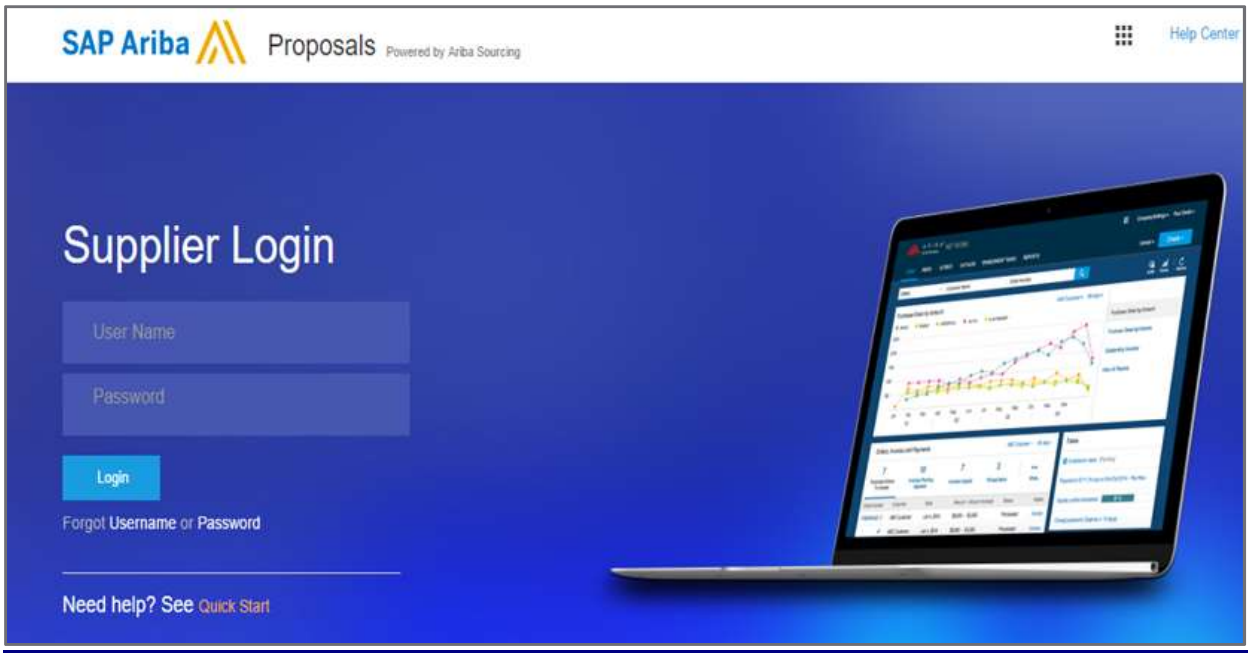



## 2 Vendor Screen - Submitting Your Answers / Proposal

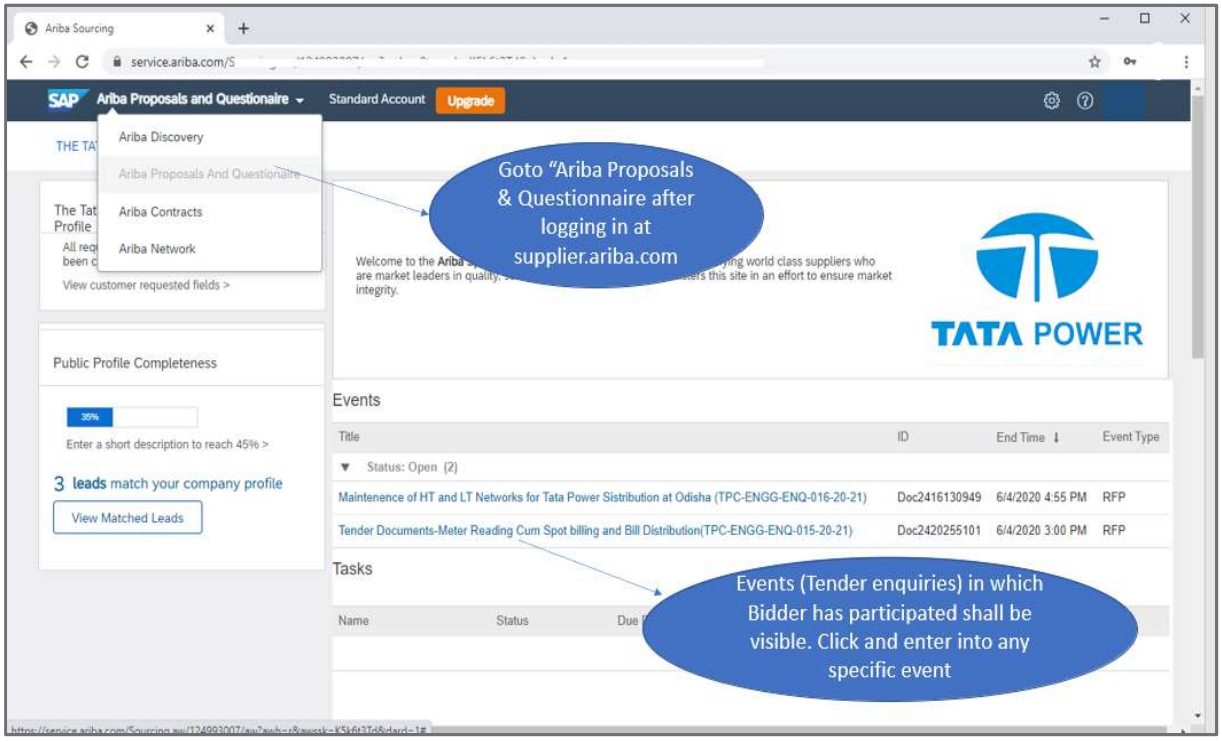
2.1.1 If vendor goes through mail invitation then directly Screen 3.1.1 will appear, but if If you have used Ariba before and have already accessed an event for the buyer-specific account with your current log in ID, click the **Login** button to continue. Log in with your Ariba username and password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

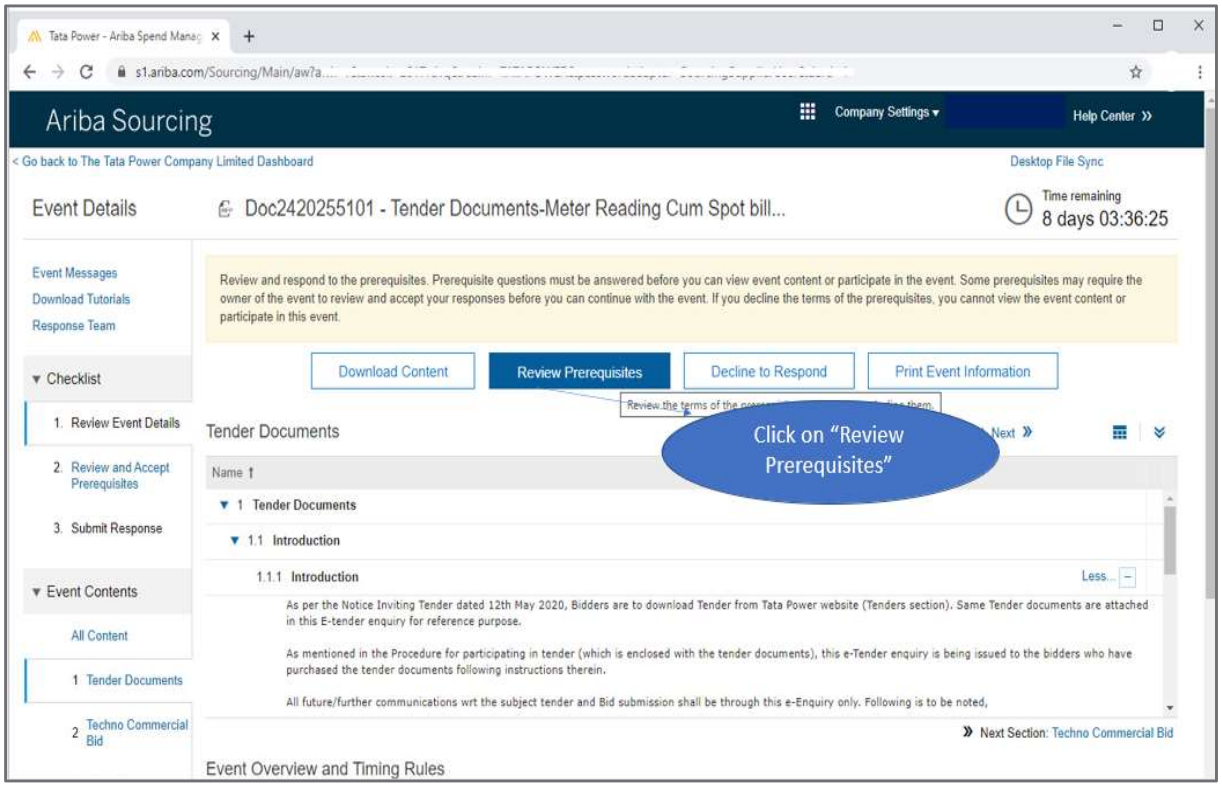
Step 1 - Log on **supplier.ariba.com**

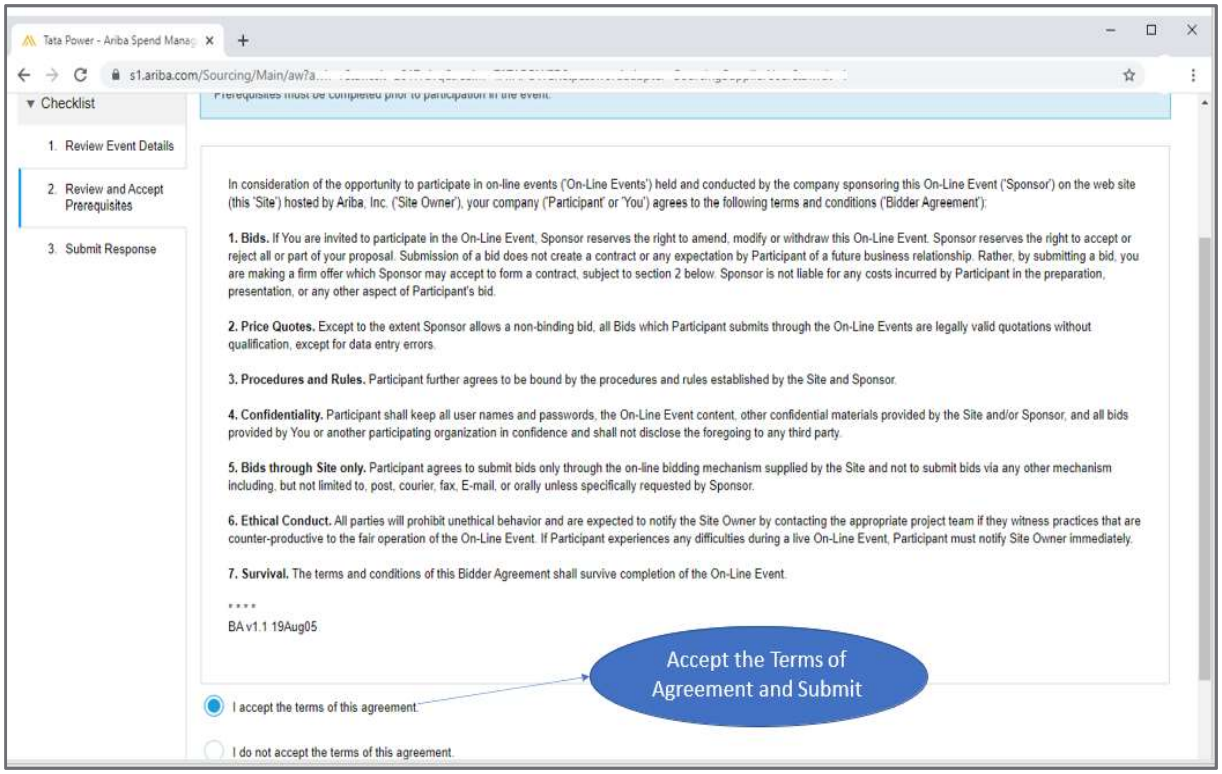
Step 2 - Put your USER ID and Password in following screen

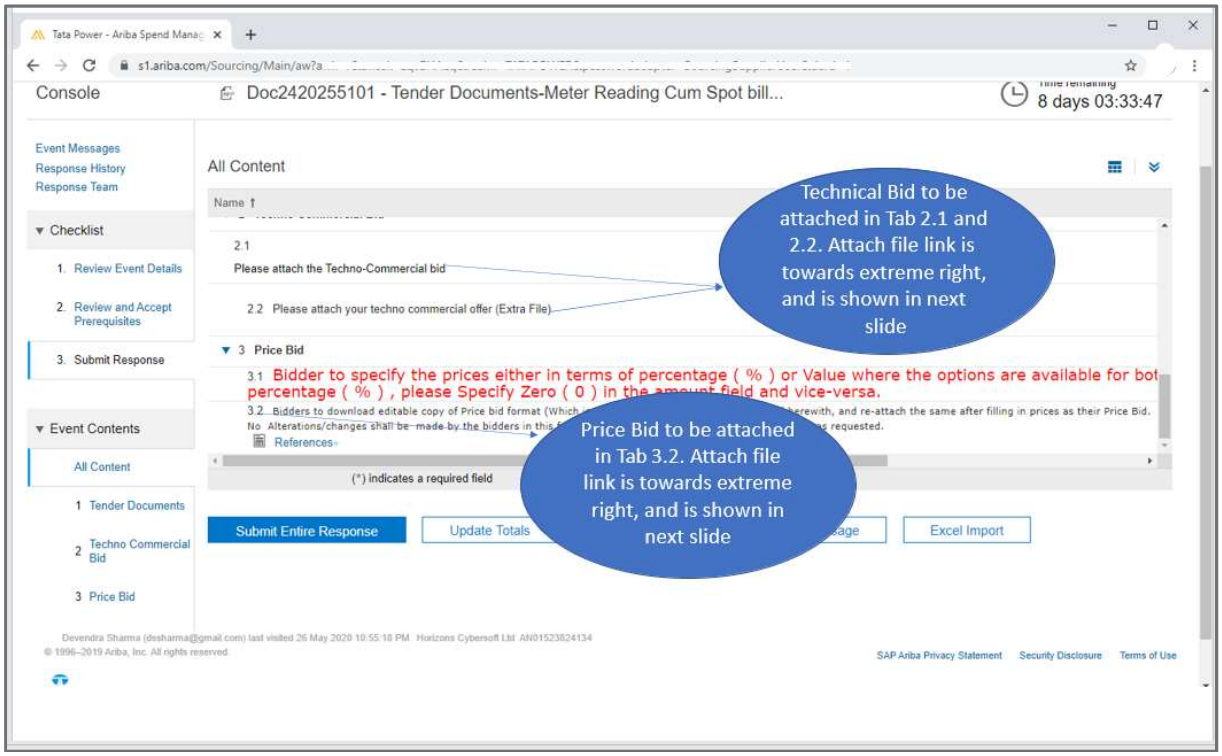


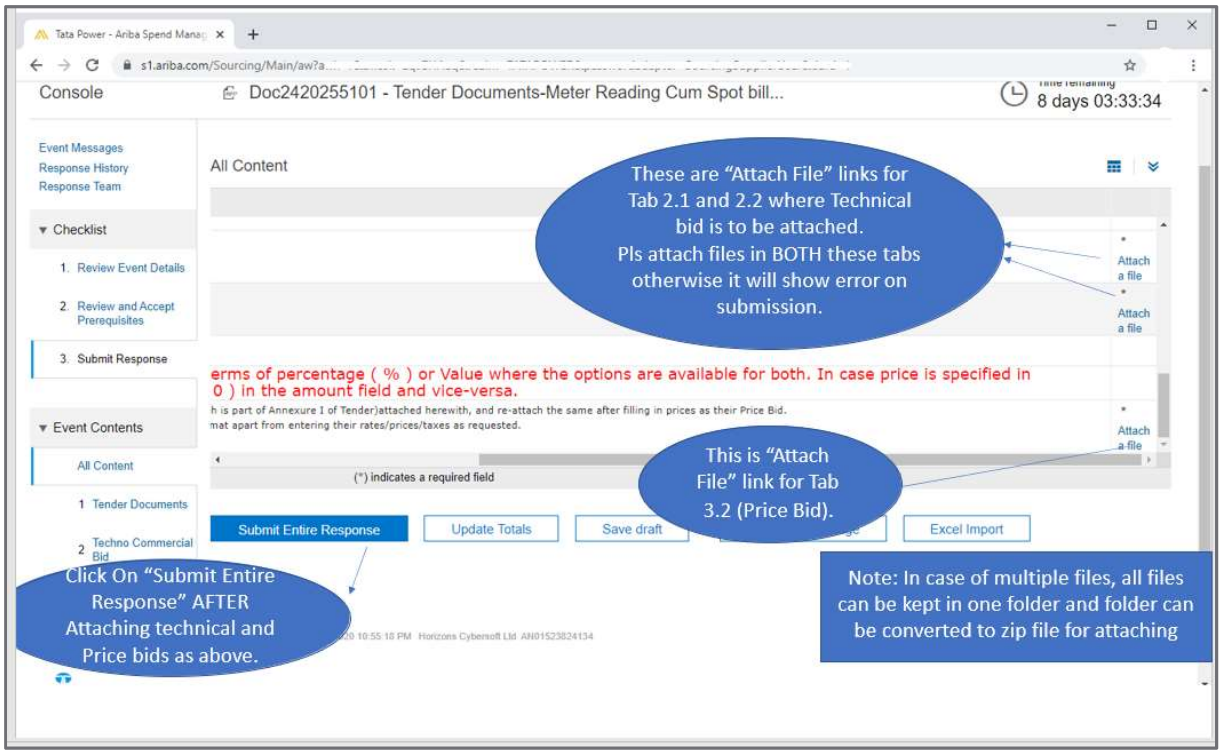
Step 3 - Go to “Ariba Proposals & Questionnaire”.




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

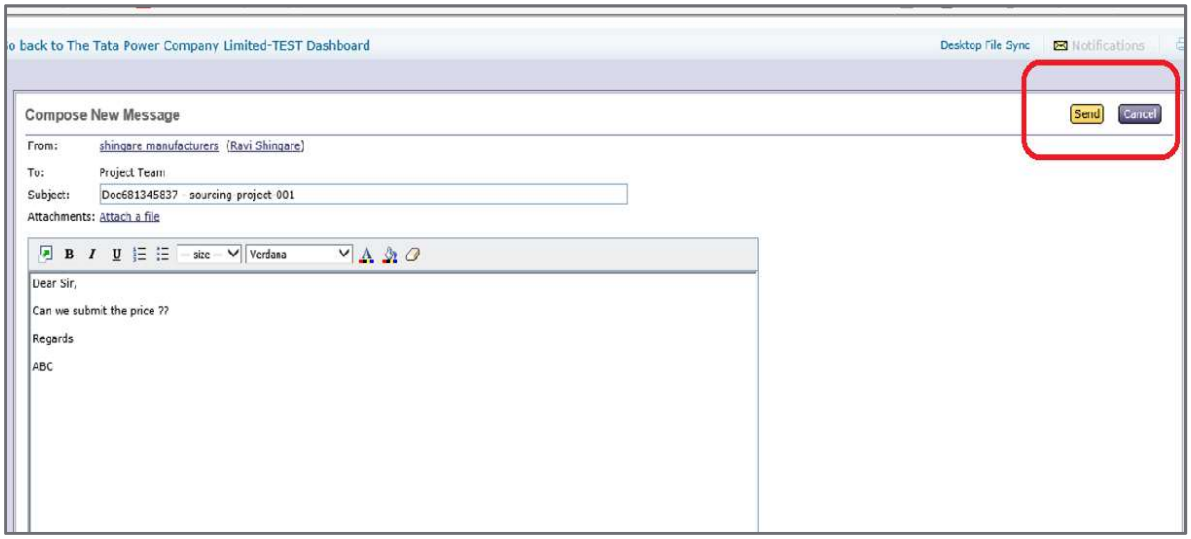

Tata Power - Ariba Spend Manag
s1.ariba.com/Sourcing/Main/aw?a...
Console
Doc2420255101 - Tender Documents-Meter Reading Cum Spot bill...
8 days 03:33:47
Event Messages
Response History
Response Team
Checklist
1. Review Event Details
2. Review and Accept Prerequisites
3. Submit Response
Event Contents
All Content
1 Tender Documents
2 Techno Commercial Bid
3 Price Bid
All Content
Name
2.1
Please attach the Techno-Commercial bid
2.2 Please attach your techno commercial offer (Extra File)
3 Price Bid
3.1 Bidder to specify the prices either in terms of percentage ( % ) or Value where the options are available for bot
percentage ( % ) , please Specify Zero ( 0 ) in the amount field and vice-versa.
3.2...Bidders to download editable copy of Price bid format (Which
No Alterations/changes shall be made by the bidders in this
References
(*) indicates a required field
Submit Entire Response
Update Totals
Excel Import
Technical Bid to be attached in Tab 2.1 and 2.2. Attach file link is towards extreme right, and is shown in next slide
Price Bid to be attached in Tab 3.2. Attach file link is towards extreme right, and is shown in next slide
Devendra Sharma (desharma@gmail.com) last visited 26 May 2020 10:55:18 PM Horizons Cybersoft Ltd AN01523824134
© 1996–2019 Ariba, Inc. All rights reserved.
SAP Ariba Privacy Statement
Security Disclosure
Terms of Use




# 3 Communicating with Tata Power Buyer during e- bidding

**Step 1**: Click "Compose Message".

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



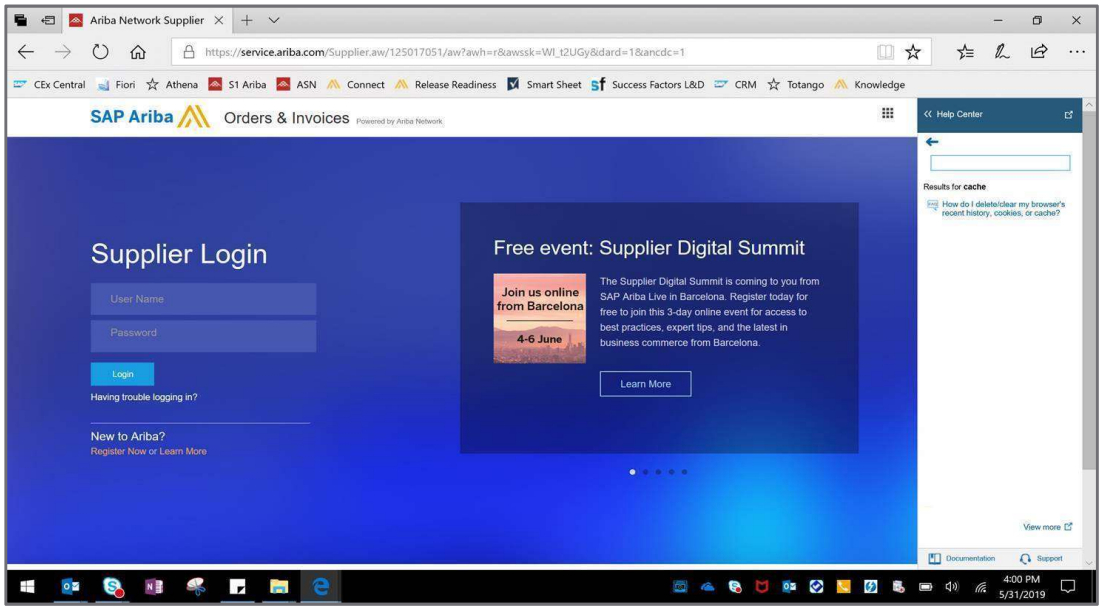
## ARIBA TRAINING VIDEOS

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

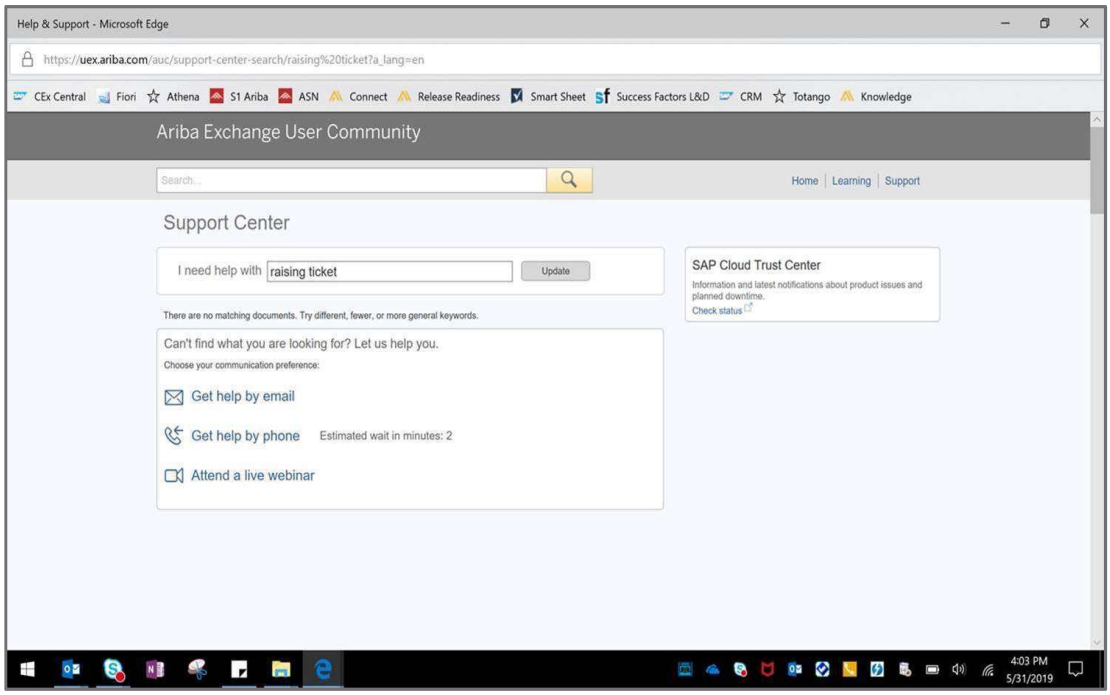
## Support from Ariba - Supplier can raise the Ticket for "Support"

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

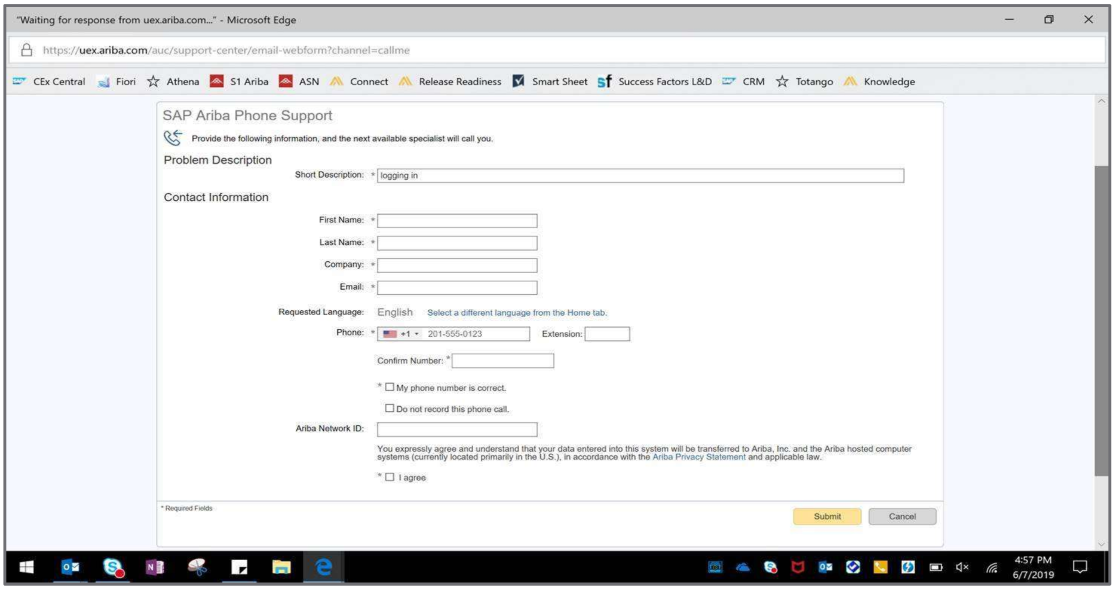
1. Go to login page>Choose "Support" on the bottom right corner




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



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




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

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

# SUPPLIER FREQUENTLY ASKED QUESTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Solution: -**

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

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

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

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

---

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

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

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

---

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

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

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

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

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

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