



**OWNER:
THE TATA POWER COMPANY LIMITED**

TITLE OF WORK TO BE AWARDED:

**REPLACEMENT OF PCN N2 GALLERIES (PG2 & PG3) WITH NEW ONE AS PER
APPROVED DESIGN/ DRAWINGS AND SCOPE OF WORK AT
TROMBAY GENERATING STAION**

ENQUIRY REFERENCE NO.: CC25KY073

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Enquiry reference no.: CC25KY073
Title of Work: Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station.
Type of Bidding: E-tendering (through Ariba online portal) / Two Part (Technical and Price bids under separate envelopes)
EOI Submission Due Date: 04 th Aug 2024, COB
Contact Details: All communication including EOI submission shall be addressed to following officer/s: Mr. Kunal Yenpure Email: kunal.yenpure@tatapower.com Copy of all communications shall be marked to (Cc): Mr. Ravi Shingare ravi.shingare@tatapower.com Mr. P Ramrayka Email: p.ramrayka@tatapower.com

The Tata Power Company Limited Invites Expression of Interest (EOI) from interested parties for the Two-Part e-Tendering Process of following Relevant Work Package:

Table1 – Tender Summary

Package Details	Tender Fee	Bid Security	Estimated Package Value
Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station.	INR 2000/- (INR Two Thousand Only). <i>To be submitted along with EOI.</i>	INR 2,00,000/- (INR Two Lakhs only). <i>Bid Security to be submitted as a Bank Guarantee/DD at the BID stage (and not with EOI)</i>	Approx. 3 Crores (Rupees Three Crore only)

1. INTRODUCTION:

Tata Power Company limited is hereby inviting Expression of Interest (EOI) from interested and eligible parties for “**Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work**”.

The tendering/ procurement activities for this Project are being managed from Tata Power's following Office:

The tendering/ procurement activities for this Project are being managed from Tata Power's following Office:

Smart Center of Procurement Excellence (SCOPE),
Corporate Contracts,
The Tata Power Company Limited,
2nd Floor, Sahar Receiving Station, Near Hotel Leela,
Sahar Airport Road, Andheri East, Mumbai – 400 059.
Maharashtra, India.

2. SCOPE OF WORK:

The Scope of Work under this tender includes dismantling of old PG2 & PG3 Galleries, fabrication, erection of new gallery including trestle strengthening (including scaffolding) with painting etc. completed.

Detailed Scope of Work for this Contract shall be provided in the Tender / RFQ document to all potential buyers submitting the valid EOI with due tender fees.

3. TENDER FEE & TIMELINES:

- a) Interested parties meeting the "Bidder Pre-Qualification Requirements" specified under point no. 4 in this document can request tender document and participate in the bidding process by submitting the Expression of Interest (EOI) Letter along with the Tender Fee Payment Details to the contact details mentioned below not later than deadline specified below. Request for Bid Document / EOI will not be entertained beyond this deadline.
- b) **Interested bidders should submit the Expression of Interest (EOI) letter and tender fee payment details to below mentioned email addresses:**
 - Mails shall be addressed to (To): kunal.yenpure@tatapower.com
 - Must Mark a copy to (Cc): ravi.shingare@tatapower.com & p.ramrayka@tatapower.com
 - EOI/ requests without complete information and communication as above within deadline shall be liable to be rejected and will not be considered further.
- c) Tender Fee, as indicated in the Table1 above may be paid through **NEFT** as per details for payment of Tender Fee given in Table 2 below:

Table 2

Details for payment of Tender Fee:	
Bank details for submitting Tender fees through bank transfer / NEFT:	Beneficiary Name: The Tata Power Company Limited Bank Name: HDFC Bank A/c no: 00600110000763 IFS Code: HDFC0000060 A/c type: CC Branch Name & Address: HDFC Bank, Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023
Deadline for tender fee payment and submission of EOI:	04th August 2024, COB

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d) **Expression of Interest letter to be submitted along with tender fee payment details should include the following details:**

- A covering letter duly stamped and signed by an authorized signatory clearly indicating the Tender Reference number and your EOI to participate in the tendering process.
- Tender fee payment details / reference no (ensure that tender fee is received by us within specified deadline)
- Bidder to indicate authorized person name, contact number and e-mail id (mandatory) of the person to whom RFQ / tender and all other communications to be addressed for this tender.

e) Detailed Bid Document (also referred as RFQ) shall be issued through Tata Power e-tender portal (Ariba System) only to the parties submitting a valid EOI as per terms mentioned in this document.

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

4. BIDDER PRE-QUALIFICATION REQUIREMENTS:

Interested parties to note that Bidder shall be required to fulfill the following bidder pre-qualification requirement / criteria in order to qualify for the subject work. Bidder will be required to submit relevant supporting documents to demonstrate their qualification during the bid submission stage against Tender document / RFQ and bidders not found meeting the pre-qualification requirements given below will be disqualified from the tender.

4.1 TECHNICAL REQUIREMENT:

Bidder is required to meet all the following pre-qualification requirements and shall submit all the supporting documents. These will be considered as pre-qualification conditions for further technical evaluation.

- a. Bidders should have minimum 10 years of work experience in fabrication and erection of structural steel.
- b. Bidder should have completed structural steel fabrication and erection jobs of total quantity of 100 MT in last five years while quantity of each job should be minimum 5MT.
- c. Bidder should have experience of fabrication and erection of conveyor galleries or Trestle or equivalent structure with minimum quantity of 50MT in last five years.
- d. Bidder / Tenderer should preferably certify with ISO 9001 / ISO 14001 / ISO 45001 or must give an undertaking for its willingness to obtain the same within 2 months of qualification for the work.

4.2 FINANCIAL REQUIREMENT:

Bidder shall have an Average Annual Turn Over of not less than 9 Crores during the last three financial years.

Bidder should have executed single order of Rs 3 Crores in last five years.

5. BID SECURITY / EMD:

Interested parties to note that Bidder will be required to furnish a Bid Security **along with their Bid**, in the format prescribed in Bid Document **in the form of Bank Guarantee/ DD/ RTGS**, for an amount as defined in the covering page of this notice document. Bids not accompanied by an acceptable Bid Security shall be rejected by the Owner as being non-responsive and returned to the bidder without being opened.

Interested parties to note that Bid Security is not required with the EOI and it is required to be submitted with the Bid only during Bid Submission stage, once RFQ is released to the interested parties that have submitted a valid EOI.

6. BIDDING PROCESS:

Detailed Bid Document (also referred as RFQ) shall be issued through Tata Power e-tender portal (Ariba System) only to the parties that submitted a valid EOI as per terms mentioned in this document.

Bidder to note that commercials for subject tender may be conducted through e-auction. Detailed bidding and auction process shall be detailed in the RFQ / tender document.

CC25KY073

TATA POWER COMPANY LIMITED

Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station

CONTENTS

Sr. No.	Description	No. of Pages
1	Instructions to Bidder	3
2	Agreed Terms & Conditions (ATC)	3
3	Special Conditions of Contract	4
4	General Terms and Conditions- Services	20
5	Safety Terms and Conditions	55

CC25KY073

TATA POWER COMPANY LIMITED

Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station

INSTRUCTIONS TO BIDDER (TWO BID)

1. On behalf of Maithon Power Limited (Owner), The Tata Power Company Limited (TPCL) invites bid for **“Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station. “**
2. The bid package is issued in the name of Bidder and is non-transferable.
3. Bidder shall acknowledge the receipt of the tender within two (2) working days from the Date of issue of this Request for Quotation (RFQ)/enquiry.
4. Bidders shall review the entire tender document (including technical documents) and ensure the given objectives expected herein can be achieved or the technical requirements can be met in totality. Any deviation or substitution must be highlighted on a separate document.
5. Bidder must carefully go through all commercial conditions of contract before quoting the price. Any exceptions pertaining to clauses affecting prices or costs either way must be clearly stated.
6. Any deviation taken by Bidder may lead to rejection of the bid.
7. Bidder shall quote a firm price and shall be bound to keep this price firm without any escalation for any reason whatsoever until they complete Service against the tender.
8. Bidder shall give clear break-up of the basic price and the taxes and duties included in the price quoted.
9. The quantities mentioned in the tender are liable for change.
10. Tata Power reserves the right to accept or reject any or all bids or cancel/ withdraw the RFQ without assigning any reason whatsoever. In such an event, no claim shall be made arising out of such action.
11. Any time prior to the deadline for submission of Bid, Tata Power may for any reasons, whether at their own initiative or in response to clarifications requested by Bidders, modify the enquiry including specification by amendment. The amendment will be notified in writing to all qualified Bidders to whom the RFQ has been issued and will be binding on them. The Bidder shall acknowledge the receipt of the amendment promptly upon the receipt of the same. In order to afford Bidders time in preparing of Bid due to amendment, Tata Power may, at its discretion, extend the deadline set for submission of the Bid.
12. Tata Power will not be liable for any expenses whatsoever incurred by the Bidder for the preparation, submission and opening of bids.
13. This specification consists of two (2) volumes;
 - a. **Volume – I**
Instruction to bidders, Deviation sheet, Special Conditions of Contract, General Conditions of Contract, ATC and Safety Bid Document.
 - b. **Volume - II**
Scope of Work, Specifications, Format Pre bid queries.

CC25KY073

TATA POWER COMPANY LIMITED

Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station

14. Submission of Offer

Two bid system: Bidder shall submit complete bid including list of deviations if any to the Scope of Work and the terms & conditions of the RFQ if any as well as furnish all required and relevant enclosures and submit the same in **submit/upload the same in Ariba system as per the guidelines:**

- Techno-Commercial Bid (Un-priced Bid)
- Price Bid

15. Bidders are advised to upload the documents in Ariba system & submit the Bid Security well in time before bid submission date and time. Offers received after the due date and time of submission of bids may not be accepted and are liable for rejection. Owner shall in no way be responsible for late receipt of bids

16. Kindly, note that the Technical Bid shall contain unpriced copy of "**Price Schedule**" along with all the documents of **Volume I and Volume II** duly signed and stamped. Kindly note that offers submitted with price details in technical bid are liable for rejection.

17. The bidder shall sign, its proposal with the exact names of the entity to which the contract is to be awarded. Each page of the bid shall be duly signed and sealed by an authorized officer of the bidder's organization.

18. The Bid Price shall remain valid for a period of 180 (one hundred & eighty) days, reckoned from the date of opening of the bids including final / revised bids if any submitted by Bidder. The Contract Price (bid price of successful Bidder) and currency shall remain FIXED during the tenancy of the Contract. Important Dates:

Last Date of receipt of pre-Bid queries	09 th Aug 2024
Pre-bid meeting	Tentative 11 th Aug 2024
Bid Submission Due date	As specified in Ariba event

19. Offers shall not be accepted after the due date.

20. The bids will be evaluated by TPCL based on the information asked in this tender and those submitted by the bidder. TPCL may at its discretion ask the bidder for a clarification of its bid for evaluation and comparison of bids. The request for clarification and response should be in writing and no change in the price or substance of the bid shall be permitted unless asked for by TPCL in writing.

21. Bid Validity:

- a. Owner may request for extension of Bid Validity at its convenience till the award of contract to the successful Bidder. In case Bidder do not accept Owner's request of extension to Bid Validity in line with the above requirement before the expiry date, the Bid shall thereon be treated as invalid and not evaluated further.

CC25KY073	TATA POWER COMPANY LIMITED	
	Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station	

b. Subsequent to post-bid discussions/clarifications and in response to Owner's request for any revised Price Bid/s thereon, any revised Price Bid submitted by the Bidder shall thereon have the same Bid Validity of 180 (one hundred & eighty) days, reckoned from the date of opening of the revised bids failing which the Bid shall be rejected.

22. The bid package document shall remain the property of the Company.

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

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

24. Bid evaluation: The bid shall be evaluated on landed cost of package.

CC25KY073

TATA POWER COMPANY LIMITED

Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station

AGREED TERMS & CONDITIONS (ATC)

Bidder's Name: M/s. _____

RFQ Ref. No. _____

Enquiry Description: _____

Bidder's Offer Ref. _____

1. SUBMISSION OF THIS DOCUMENT DULY SIGNED, SHALL CONSTRUE THAT ALL THE CLAUSES OF AGREED TERMS AND CONDITIONS HAVE BEEN ACCEPTED BY YOU. CONTRACT / PURCHASE ORDER, IF ANY, SHALL BE GOVERNED BY THE CONFIRMATION PROVIDED HERE.

S. No.	Description	BIDDER'S RESPONSE
A	<u>TECHNICAL BID:</u>	
1	Acceptance of Technical Specifications-Annexure 1 and 2 including General/Technical notes and scope of supply/work as per Tender Specification (Volume II of RFQ) In case of deviation, confirm that the same has been furnished separately as per the format prescribed in the RFQ	
2	Confirm Data Sheets duly filled in have been submitted, wherever required as requested in Technical specification	
3	Confirm that the Unpriced Schedule of Prices is included in the Technical Bid stating "Quoted" instead of the actual price. For item/s where prices are not quoted, confirm that the same is duly filled in as "Not Quoted"/"Not Applicable" as the case may be.	
B	<u>TECHNICAL BID (COMMERCIAL):</u>	
1	Bid Validity Confirm Bid Validity of 180 days from date of bid submission as per Special Conditions of Contract Clause No. 2	
2	Firm price: Confirm that quoted Unit Rates & currencies shall remain firm and fixed till the complete execution of the Contract as per provisions under Special Conditions of Contract Clause No. 1.0	
3	Delivery Terms Confirm that delivery terms for all supplies shall be DAP Site	
4	Packing & Forwarding Confirm that Packing & Forwarding charges including Special Packaging Requirement applicable are included in Contract Price	
5	Freight Charges Confirm freight charges up to the work site/stores as per requirement have been indicated in the bid and included in the Contract Price. Indicate taxes on Freight separately.	

CC25KY073	TATA POWER COMPANY LIMITED	
	Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station	

S. No.	Description	BIDDER'S RESPONSE
6	Taxes and Duties: Confirm that Bidder agrees as per clause 3 of SCC	
7	Liquidated Damages for Delay and Shortfall in Performance: Confirm that Bidder agrees to the Liquidated Damages as specified in the clause 6 of Special Conditions of Contract and Clause 10 of Supply GCC and Clause 11 of Service GCC	
8	Completion Schedule: Confirm that the Completion Schedule is as per Special Conditions of Contract Clause 5 and Tender Specifications.	
9	Payment Terms Acceptance: Confirm acceptance to the Payment terms proposed in the Special Conditions of Contract Clause 4	
10	Warranty Period Confirm Warranty for Package is as per Special Conditions of Contract Clause 8	
11	Contract Performance Bank Guarantee: Confirm CPBG for Package is as per Special Conditions of Contract Clause 7	
12	Testing and Inspection charges: Confirm the quoted Contract Price is Inclusive of all testing and inspection charges as per Tender specification	
13	Insurance: Confirm that all insurances (including transit/marine insurance, Erection All Risk Policy, Workmen Compensation, Third party / CGL insurance etc) till the Take-over as specified in the Special and General Conditions of Contract are included in the Scope of Work and quoted Contract Price.	
14	Safety Terms and Conditions: Confirm that Bidder has read and understood the requirements of the Safety Terms and Conditions annexed to the RFQ Confirm that Bidder agrees to comply the same.	
15	Tata Code of Conduct: Confirm that Bidder has read and understood the Tata Code of Conduct Confirm that Bidder agrees to comply to the same and shall bring to the notice of the Chief Ethics Counsellor any violation or potential violation to the same.	
16	Environment & Sustainability Policy: Confirm that Bidder has read and understood the Tata Power's Environment & Sustainability Policy Confirm that Bidder agrees to comply the same.	
17	Compliance to other terms & conditions Acceptance of all other terms & conditions as forming the Part of the RFQ/ Tender document and communicated vide subsequent addendum(s) if any:	

CC25KY073	TATA POWER COMPANY LIMITED	
	Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station	

S. No.	Description	BIDDER'S RESPONSE
	In case of deviation, confirm that the same has been furnished separately.	

Company Seal: _____

Signature: _____

Place: _____

Name: _____

Date: _____

Designation: _____

CC25KY073	TATA POWER COMPANY LIMITED	
	Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station	

SPECIAL CONDITIONS OF CONTRACT

Sr. No.	PRINCIPLES OF TERMS & CONDITIONS
	<p>The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over GCC to the extent of the conflict only with the rest of the GCC provisions remaining valid and applicable.</p> <p>Where Contractor is used, Bidder to note that the Contractor means the successful Bidder whose Bid is accepted by Owner.</p> <p>It may be noted that the words "Employer" and "Purchaser" whether used separately or in conjunction with "Owner" shall have the same meaning as "Owner" and these words are intended to be used interchangeably.</p>
1.	<p>CONTRACT PRICE AND CONTRACT STRUCTURE:</p> <p>Contract prices on lumpsum fixed basis (arrived at in view of the tender quantity) for complete scope of work tendered. Bill shall be paid on actual completion of work at site duly certified by engineer in charge.</p> <p>The Contract Price shall be on Delivered at Place (DAP) Site basis inclusive of shipment worthy packing & forwarding, freight and transit insurance, handlings, all taxes, levies and duties, etc.</p> <p>The prices shall be quoted in Indian Rupee only. Since the Contract is in INR, any impact of foreign exchange rate variation shall be to the account of the Contractor and no claims whatsoever shall be allowed in the Contract price on account of exchange rate variations.</p>
2.	<p>CONTRACT PRICE VALIDITY:</p> <p>The Bid Price shall remain valid for a period of 180 (one hundred & eighty) days, reckoned from the date of opening of the bids including final / revised bids if any submitted by Bidder. The Contract Price (bid price of successful Bidder) and currency shall remain FIXED during the tenancy of the Contract.</p>
3.	<p>Taxes & Duties:</p> <p>All indirect taxes, duties, levies and cess in relation to the execution of this Contract, whether payable by Contractor or by Owner (in which case the same shall be paid by Contractor on behalf of Owner) shall be included by the Contractor in the Contract Price e.g. import duties, GST, VAT (still applicable on certain categories), BOCW Cess, entry/local municipal taxes if any etc. shall all be included by Contractor in the Contract Price.</p> <p>GST will be reimbursed to vendor at actual, against supporting documents, present rate is @ 18%. All other taxes, duties and levies are included in price.</p> <p>Prices are inclusive of boarding & lodging, travel costs, local conveyances of any nature and no separate payment on any of these accounts admissible. Bidder shall arrange for accommodation of his personnel outside the plant premises only (accommodation inside the plant premises shall not be permitted).</p>
4.	<p>A) 100% payment shall be made after 100% completion of the job and based on the quantities executed. Payment shall be released within 45 days (MSME)/60 days (Non MSME) on 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 wherever 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.</p>

CC25KY073	TATA POWER COMPANY LIMITED	
	Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station	
	<p>B) Safety Retention: Applicability as per point no 4.6.1 of TPSMS/GSR/STC/009 REV 06 of CSM F2 - Safety Terms and Conditions -R6.</p> <p>C) 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.</p> <p>D) In case of award of order, the Purchase Order shall be issued digitally through Ariba Commerce Automation portal. In all such cases, further transaction such as Order Acceptance, SES/GRN preparation, Invoicing etc. needs to be conducted only through Ariba Commerce Automation system. Delay in submission of any such documents leading to delay in payment will not be responsibility of Tata Power.</p>	
5.	<p>Work/Delivery Completion Period: The Effective Date of Contract which shall be the date of issue of Letter of Award (LOA) or PO whichever is earlier.</p> <p>Entire work to be completed within 1 month from the ED.</p> <p>Contract period for successful completion of work will be of one month from ED.</p>	
6.	<p>LIQUIDATED DAMAGES (LD) FOR DELAYS: For delays in overall completion beyond the Guaranteed Completion Dates as stipulated in Clause above, the Contractor shall pay the Owner by way of pre-determined Liquidated Damages for Delay at the rate of 1% of the Contract Price for every week or part thereof delay in achieving the Guaranteed Completion Dates subject to a maximum of 10 % of the Contract Price.</p>	
7	<p>Contract Performance Bank Guarantee (CPBG): The contractor shall provide within 15 days from the Effective Date an unconditional and irrevocable Bank Guarantee towards Contract Performance & Security from any nationalized bank or scheduled bank having a branch in Mumbai for a sum equivalent to 10% of the contract price as per the prescribed format valid till the end of Warranty / Defects Liability Period and with a claim period of not less than 6 months beyond the expiry date. An amount equivalent to CPBG shall be retained from Bidder's bills payables till such time CPBG is submitted by Bidder.</p>	
8	<p>WARRANTY PERIOD/ DEFECT LIABILITY PERIOD: Warranty shall be 36 months from the date of supply or 24 months from the date of commissioning, whichever concludes earlier for any defects in design, manufacturing, quality, materials or workmanship.</p>	
9	<p>Insurances: Contractor shall take all necessary insurances of adequate sums to cover all its manpower / material / resources as applicable. Contractor shall take all necessary insurances of adequate sums (however not less than 110% of the Contract Price) to cover all its manpower / material / resources including Industrial All Risk (IAR) policy, 3rd party general liability (3PGL) insurance / workmen compensation policy etc. as applicable and maintain such insurances throughout the tenancy of the Contract. Contractor shall provide a copy of the insurances to Owner and shall add Owner as a co-beneficiary. In the event of any losses or damages or accidents etc., Contractor shall make all claims directly with his insurer. Any difference between the claims settled and the actual value of loss shall be borne by Contractor. Contractor will bear additional costs for replacements if any and ensure timely delivery as mutually agreed. Owner shall not be responsible for any loss or damage whether by accident or otherwise to equipment or material or to any personnel of Contractor.</p>	

CC25KY073	TATA POWER COMPANY LIMITED	
	Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station	

10	<p>Compliance to Safety T&Cs: Contractor shall comply with all Safety Terms and Conditions annexed to the GCC at all times inside the Site / Owner's premises.</p> <p>TPSDI Training: To improve work safety and to ensure that all work force deployed at owner premises have the right orientation/ induction and skills training before they undertake any work, the contractor shall abide by Tata Power Contractor Safety Code of Conduct including the Safety Terms and conditions and ensure TPSDI training as applicable for services/ works executed at the project Site are imparted to the workforce. These TPSDI trainings shall be imparted at various Tata Power Skill Development Institutes including the one in Maithon at nominal rates. The current cost and duration of each training are as given in Annexure-I</p>
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CC25KY073

TATA POWER COMPANY LIMITED

Replacement of PCNN2 galleries (PG2 & PG3 Galleries) with new one as per approved design /drawing and scope of work at Trombay Generating Station

Annexure 1

Schedule of rates for SHE L0, L1, L2 & L3 trainings

Reference Contractor safety code of conduct Rev 6 clause 5.3 & 5.4, please find the current applicable schedule of rates charged by TPSDI for various SHE trainings as under:

Name of Training Program	Applicable to	Training duration	Training Charges	Total Charges /per Person	Validity
SHE-L0 Basic Safety Training	Contractor workers engaged in non-technical works e.g., Housekeeping, Gardening, Pantry, Canteen, driving of passenger vehicle etc.	1 days	Rs 700.00 Per day /per person	Rs. 700/- Per person / per training	3 years
SHE-L1 Basic Safety Training	All contractor workers engaged in technical jobs	2 days	Rs 700.00 Per day /per person	Rs. 1400/- Per person / per training	3 years
SHE-L2 Critical Safety Procedure for relevant procedure	Contractor workers engaged in critical jobs (13 critical work are Work at Height, Work on electrical System, Work in confined space	2 Days	Rs 700.00 Per day /per person	Rs. 1400/- Per person / per training	3 years
SHE-L3 Training for supervisors	All Supervisors working under contractors	2 Days	Rs 700.00 Per day /per person	Rs. 1400/- Per person / per training	3 years
SHE L1/L0 Revalidation Test	All employees of Contractors	Quarterly Online test	Free	Free	3 months
**RPL (Recognition to the Prior Learning) in Safety	All employees of Contractors	As and when required	Rs. 300/-	Rs. 300/-	3 years

Contractor shall ensure SHE trainings as per the Safety code of conduct and include the costs related to the training fees and associated man days as an integral part of the scope for the Package.

****Recognition to the Prior Learning in Safety:** If "Order Manger" recommends and "Head of the Safety Department of division" is satisfied with the safety knowledge and competency of the employee of contractor a test (RPL) may be conducted by TPSDI / other recognised institute to assess the prior learning in safety. If employees of the contractors will pass in such test, he will be exempted from appearing in SHE L1 training. assess the prior learning in safety. If employees of the contractors will pass in such test, he will be exempted from appearing in SHE L1 training.

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

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

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

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

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

1. Contractor's obligation:

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

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

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

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

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

2. Service Warranties:

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

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

3. Compliance of Local Laws:

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

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

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

4. Owner's Obligation:

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

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

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

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

- 5.2 The Contractor hereby represents and warrants that:

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

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

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

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

6. Title of Property:

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

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

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

7. Work Completion schedule:

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

8. Contract Price and Payment:

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

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

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

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

Rev. date: 25 Jul 2017

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

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

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

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

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

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

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

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

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

9. **Taxes and Duties:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Contract Performance Guarantees (If applicable)

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

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

11. Price Reduction:

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

12. Insurance

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

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

13. Indemnification:

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

14. Indemnity against IPR:

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

15. Free Issue Material:

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

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

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

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

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

16. Relation between parties:

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

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

17. Safety:

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

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

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

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

18. Suspension of Work

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

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

19. Change Management:

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

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

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

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

20. Governing Laws

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

21. Jurisdiction

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

22. Dispute settlement:

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

23. Force majeure:

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

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

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

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

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

24. Sub letting and Assignment

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

25. Limitation of Liability:

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

26. Confidentiality:

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

27. Termination:

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

28. Consequential Damages:

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

29. Environment / ISO 14001 Certification:

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

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

30. Non-Exclusive Agreement

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

31. Severability

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

32. Housekeeping & Removal of scrap:

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

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

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

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

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

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

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

33. Tata Code of Conduct

The Owner abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Owner and the Contractor for dealings under this Order/ Contract. A copy of the Tata Code of Conduct is available at our website: <http://www.tatapower.com/aboutus/code-of-conduct.aspx>. The Contractor is requested to bring any concerns regarding this to the notice of our Chief Ethics Officer on the e-mail ID: cecounsellor@tatapower.com.

34. Responsible Supply Chain Management:

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

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

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

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

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

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

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

35. Vendor rating:

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

36. Vendor Feedback:

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

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

37. Non-Waiver:

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

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

ESG FRAMEWORK FOR BUSINESS ASSOCIATES

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

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

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

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

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

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

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

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

Responsible Supply Chain Management:

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

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

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

The BA is expected to:

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

Waste Disposal:

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

- Have a detailed project plan that includes the waste management, segregation of all designated waste material (Recyclable/ Non-Recyclable), collecting, storing, disposing and transferring the same to pre-arranged facility/ destination in timely and safe manner as per environmental legislations. The project plan shall also include the innovative construction practice to eliminate or minimize waste, protect surface/ground water, control dust and other emissions to air and control noise.
- Have purchase policy to encourage the procurement of material with recycled and minimum packaging of goods during delivery and appropriate means for site-to-site transportation of materials to avoid damage and litter generation.
- Ensure that the residents living near the site are kept informed about proposed working schedule and timings/ duration of any abnormal noise full activity that is likely to happen.
- Ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

Water Management:

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

Compliance to Law:

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

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

Social Accountability (SA 8000):

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

- Child Labour
- Forced or Compulsory Labour
- Health & Safety
- Freedom of Association & Right to Collective Bargaining
- Discrimination
- Disciplinary Practices
- Working Hours
- Remuneration
- Management System

Health and Safety

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

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

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

Grievance Mechanism

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

Data Protection

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

ANNEXURE-I



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

Signature

Business Associate Name

ANNEXURE-II

CORPORATE SUSTAINABILITY POLICY

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

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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



Supplier Code of Conduct

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

Tata Code of Conduct- (TCoC): <https://www.tatapower.com/pdf/aboutus/Tata-Code-of-Conduct.pdf>

Whistle Blower Policy: <https://www.tatapower.com/pdf/aboutus/whistle-blower-policy-and-vigil-mechanism.pdf>

Anti-Bribery & Anti-Corruption Policy: <https://www.tatapower.com/pdf/aboutus/abac-policy.pdf>

The suppliers are expected to adhere to the following Do’s and Don’ts:

Do’s

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

Don’ts

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

Reporting Violations

The Supplier shall notify the Company regarding any known or suspected improper behaviour of other suppliers or employees relating to its dealings with Tata Power, by email to: cecounsellor@tatapower.com. The same can also be raised through our 3rd party ethics helpline facility:

Toll-free Number	1800 267 4065
Email	tatapower@tip-offs.in
Website & Chatbot	www.tatapower.tip-offs.in
Postal address	Attn to: Mr. Puneet Arora, Deloitte Touch Tohmtsu India LLP, 6 floor, AIPL Business, Sector 62, Gurugram, Haryana 122102

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

Appendix 2: Safety Terms and Conditions

Reason for Change	Date of Last Revision	Prepared By	Reviewed By	Approved by
Periodic Revision and Inclusion of Procedures and formats from BASCC.	<u>1 Aug 2023</u> <u>(Rev 5)</u>	All Discom and CFT members	Corporate Safety Team	 Suresh H Khetwani (Chief safety and Environment)

Clause	Sub-clause	Description	Page No
1.0		Objectives	3
2.0		Scope	3
3.0		Safety Organization & Responsibilities	3
	3.1	Business Associate Site Management and Supervision	3
	3.2	Business Associate Supervisors and General Staff(R6)	4
	3.3	Business Associate Site Safety Supervisor (SSS)(R6)	5
	3.4	Business Associate Workforce	5
	3.5	Business Associate (Vendor) /sub-Vendor	6
4.0		<u>Procedures (R6)-Newly Added.</u>	8
5.0		Tools and Tackles	42
6.0		Site Safety Rules and Procedures	43
7.0		Critical safety Rules and Procedures	43
8.0		General Safety Rules and Procedure	45
9.0		Pre-Employment and Periodic Medical check-up	47
10.0		Other Conditions	48
11.0		Schedule of Safety Audits by BA Safety Staff	48
General Safety Conditions for various contracts Specific to Odisha Discom			
12.0 (R6)	12.1	Safety Conditions for maintenance of STS (Sub Transmission System) Network for Discom	50
	12.2	Safety Conditions for maintenance of 11 KV and LT Network for Discom	51
	12.3	Safety Conditions for the major contract work in Civil Projects for Odisha Discom	53
	12.4	Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc	54
	12.5	Safety Conditions for Major Projects in Distribution Network	54

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

1.0 Objective:

The Objective of Safety Terms and Conditions is to apprise the Business Associates about various expectations from the BA to implement Tata Power Health & Safety Management System without fail.

2.0 Scope:

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

3.0 Safety Organization & Responsibilities

3.1 Business Associate Site Management and Supervision

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

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

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

(For any specific & specialized work, site safety supervisor will be decided by SCG)(R6)

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

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

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

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

Responsibility of Site manager includes, but not limited to:

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

3.2 Business Associate Supervisors and General Staff.

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

Each site supervisor is responsible and will be held accountable for identifying, analyzing, and eliminating or controlling all hazards through implementation of an aggressive, pro-active Health, Safety and Environmental Program. Each supervisor will proactively participate in the Safety program by observing, correcting, and recording unsafe acts and conditions at plant / sites.

The BA's supervisor is the link between Tata Power Management and the BA (including his employees). (R6)

- He coordinates the work of his company's employee on site and is responsible & accountable for the safety of BA workforce. He will collaborate with site safety supervisor (SSS). BA's supervisor shall review the Safety requirements with his employees prior to the beginning of each job. Documentation of this review shall be forwarded by him to the Order Manager.(R6)

- Assigning jobs to his workers, inspection of tools, equipment & PPEs , reporting of incidents & near-misses, housekeeping of work area and carrying out Safety Audits.(R6)
- Deployment of all applicable Safety standards & procedure as mention in Safety Term& Condition CSMF2 during execution of the jobs.(R6)
- Ensuring job specific training prior to execution of the job.(R6)
- Conducting Tool - box meeting and compliance of SOP & statutory requirements at work place, correction of all unsafe conditions and acts.(R6)
- BA'S Supervisor will deeply involve in making JSA through participation of work force.(R6)
- BA's Supervisor will invite all BA employees for participation & engagement daily ensuring 100% in either observation reporting, TBT, Mass Meeting and discussion for Risk Assessment & implementation of control measure.(R6)

3.3 BA Site Safety Supervisor (SSS)(R6):

- 3.3.1 SSS will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs. They will identify and help in correcting the unsafe acts and unsafe conditions created while executing job t site with the help of BA's supervisors (R6).
- 3.3.2 SSS will ensure his participations in TBT and Mass Meetings regularly. They will also ensure reporting of all incidents & near-misses and participate in incident investigation (R6).
- 3.3.3 SSS will help in risk assessment of activities while developing SOP for the job (R6).
- 3.3.4 SSS will deeply involve in making JSA through participation of work force.(R6)
- 3.3.5 SSS will assist for participation & engagement of 100% BA employees daily in either observation reporting, TBT, Mass Meeting and discussion for Risk Assessment & implementation of control measure.(R6)

3.4 Business Associate Workforce

- 3.4.1 Business Associate shall provide adequate quality and quantity of manpower as mutually agreed. Generally, for each 10-15 workforce one supervisor is suggested. For all high risk jobs there shall be one Business Associates supervisor shall be deployed.(R6).
- 3.4.2 All the Business Associate employees shall attend "SHE L0(Other than new business and Odisha Discom)/L1 Foundation Course in Safety". Depending on the critical procedure in job employees shall also be required to attend "SHE L2 course of critical/high risk operations". All Supervisors shall be required to attend "SHE L3 Supervisory Training". All the above trainings will be conducted by TPSDI/Skill development

institute of Disco, or other equivalent institute approved by Tata Power.

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

3.5 Business Associate (Vendor) /sub-Vendor

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

- 3.5.3 For engaging any sub-Vendor, the Prime Vendor as well as the sub-Vendor should be individually registered with Tata Power. Sub-contracting or hiring of others, by the BA to perform the services is subjected to specific, prior approval by the CA/OM. Such approval shall depend upon compliance with the following minimum requirements (R6)-
- i. Sub-vendors identified by the Prime vendor will be subject to the same Safety Potential Evaluation Criteria as the Prime vendor for all Medium-risk/High-risk job where supervision will be done by the sub- vendors. In such cases, vendors must have a Star-rating of 4 or above, for becoming a sub- vendor(R6).
 - ii. The SCG team shall evaluate the Safety and technical competency of the sub-contractors for High risk job(R6)
 - iii. The Departmental Head will have the authority to approve any sub-contracting process based on requirement as submitted by the Prime Vendor (See CSM F-14 Sub-Vendor Engagement Request Form).
 - iv. No Safety potential evaluation shall be conducted for sub-letting of Low risk work(R6).
 - v. The Prime vendor shall be fully liable and responsible to Tata Power for the acts, errors, and omissions of its sub-vendors and shall be relieved neither of any obligation to Tata Power under the contract, nor of any other legal requirements(R6).
 - vi. The Prime vendor shall use only sub-vendors of demonstrated experience and reliability regarding the services to be provided(R6).
 - vii. The Sub-vendor shall agree in writing to be bound by all obligations of the Prime vendor set forth in the Contract.(R6)
 - viii. Safety performance evaluation shall be done for both prime vendor & sub-vendor.(R6)

Types of Sub-contracts and Associated Requirements (R6):

- I. Sub - Vendor working with his own supervision:- Sub-vendors must achieve a minimum Star-rating of 3 for performing High risk jobs under Tata Power supervision or under the Principal/Main Vendor (Prime Vendor).(R6)
- II. Sub-vendor working under Prime vendor's supervision (as supplier of manpower):- Manpower-supply contracts have to be supervised by the Prime vendor and the Prime vendor's Star- rating has to be taken into consideration. Vendors supplying manpower need not qualify in the Star-rating assessment.(R6)
- III. 3. Only one level of sub-contracting is allowed, and the use of any sub-vendors must be authorised by Tata Power before any contract is finalised. Sub-vendors shall be subject to the same registration and selection/screening processes, as well as the same Safety performance requirements as those required of all Tata Power vendor's. Sub- vendor details are to be attached to the main contract during the RFQ stage. The process of sub-contracting is to be approved by the Chief / Head of the department (BASCC - Appendix#14).(R6)

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

4.0 Procedure (R6).

4.1 Registration of Business Associates (Vendors):

For Vendor Registration, Contract Department will issue following documents for evaluation of Business Associate’s safety capability.

- 1) **CSM F2 Safety Terms and Conditions (R6):** The document **CSM F2 Safety Terms and Conditions** provides the information about Tata Power-Division /Odisha Discom safety System to the Business Associate
- 2) **CSM F3 Safety Category Qualification Form(R6)::** Business Associate will submit the **CSM F3 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.

CSM F3 (R6): - Safety Category Qualification form

1. “**Safety Category Qualification Form**” is part of vendor registration form. It needs to be filled by the Business Associate at the time of Registration and should be submitted to Requester / Order Manager with all relevant documents.
2. The same will be evaluated by Safety Concurrence Group of the Division (SCG).
3. Information provided by Business Associate 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/Project 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 job

Category D vendor: All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises.

Name of the Vendor:			
Sr. No	Safety Information	Yes / No	Remarks
1	Certified for i. ISO 45001, ii. ISO: 14001 iii. ISO: 9001	i. Y/ N ii. Y/ N iii. Y/ N	If Yes, Attach copy of the certification. If No, mention plan to get the certification.

Name of the Vendor:																			
	(ISO certificates to be issued from reputed accreditation agencies specified by Tata Power)																		
2	Safety Statistics for current and Last Three (3) Years - LTIFR - LTISR	Yes/No	<table border="1"> <thead> <tr> <th></th> <th>Current Year</th> <th>Year 1(Last FY)</th> <th>Year 2</th> <th>Year 3</th> </tr> </thead> <tbody> <tr> <td>LTIFR</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>LTISR</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Current Year	Year 1(Last FY)	Year 2	Year 3	LTIFR					LTISR					
	Current Year	Year 1(Last FY)	Year 2	Year 3															
LTIFR																			
LTISR																			
3	Any Compensation paid due to accidents during current and last three years?	Yes/No	<table border="1"> <thead> <tr> <th></th> <th>Amount (INR)</th> <th>Manhour</th> </tr> </thead> <tbody> <tr> <td>Current Year</td> <td></td> <td></td> </tr> <tr> <td>Y1 (Last FY)</td> <td></td> <td></td> </tr> <tr> <td>Y2</td> <td></td> <td></td> </tr> <tr> <td>Y3</td> <td></td> <td></td> </tr> </tbody> </table>		Amount (INR)	Manhour	Current Year			Y1 (Last FY)			Y2			Y3			
	Amount (INR)	Manhour																	
Current Year																			
Y1 (Last FY)																			
Y2																			
Y3																			
4	Any prosecution against you by statutory bodies/clients during last three years due to statutory violations, criminal negligence towards safety and dereliction of duty of care towards your employees? Is any case still pending against you?	Yes/No	If yes, give details. If no, give an undertaking that no case is pending against you and you have not been prosecuted by statutory bodies or clients.																
5	Do you have Safety Policy? Safety Principles? And Lifesaving Rules?	Yes/No	If yes, attach copy of the documents available.																
6	Do you have Safety training process?	Yes/No	If yes, attach safety training process and average training manhour of your employees for the last three years.																

Name of the Vendor:			
7	Do you have a system for recording, reporting, and investigating all incidents or near misses?	Yes / No	If yes, show the incident statistics of last three years and implementation of CAPA.
8	Do you have a disciplinary action program against your employees for violation towards safety rules and procedures?	Yes/No	If yes, show the records of disciplinary action taken the last three years.
9	Do you have a reward and recognition scheme for your employees who show exemplary safe behavior and contribute to overall safety improvement at site?	Yes/No	If yes, show the records of Reward and Recognition given during the last three years.
10	Do you engage in safety promotional activities?	Yes/No	If Yes, Show the proof of engagement in safety promotional activities.
11	Have you been recognized or awarded or rewarded by government bodies of clients for showing excellence in safety management in your jobs during last three years?	Yes / No	If Yes, Show proof.
12	Do you provide adequate quality of PPEs to your workmen?	Yes/No	If yes, please provide details of PPE Matrix and if required, samples for inspection.
13	Do you have Safety organization structure e.g., Safety Officers and Safety Committees?	Yes/No	If yes, attach copy of the safety organization structure, details of safety committees and safety professionals.
14	Name and address of sites where work is in progress or worked earlier	Yes/No	Site details to be attached for inspection by Tata Power-Division /DISCOM Officials.

Note: If you respond NO to any of the above questions, you can mention your plan to get the required documents.

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

I hereby confirm that the information provided above are true. I give my consent to be penalized as deemed fit in case any information given above are found to be false.

I will abide the general safety guidelines mentioned in the purchase order / work order and will ensure to prepare and follow site specific safe operating practices in consultation with the site-in-charge and safety professional. I will abide by penalty scheme in case of non-compliance.

Signature :
Name and Designation :
Stamp of Organization :

- 3) **CSM F4 Safety Potential Evaluation Criteria** : The SCG will evaluate the details submitted by the Business Associate based on a predetermined criteria **CSM F4 Safety Potential Evaluation Criteria along with Star Rating(R6)** for Vendor Registration and will determine the category (Category A/B/C/D) for which the Business Associate 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 Business Associate does not qualify the safety criteria, the Business Associate will not be registered. However, he may apply afresh for registration after 6 months.

CSM F4 - Safety Potential Evaluation Criteria for Vendor Registration (For Information to BA-Not to submit by BA) R6

At the time of vendor registration, vendor will be registered under 4 categories

- 1) **Category A**- Vendors eligible to carry out High risk Jobs
- 2) **Category B**- Vendors eligible to carry out technical jobs that are Medium/~~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/B**, a safety potential evaluation will be carried out based on following parameters. (Actual **score is safety capability score**)

Star rating criteria score: 5 Star- 90 to 100, 4 Star- 80 to 90, 3 Star- 70 to 80(R6)

Sr No	Description	Weight age (%)	Actual Score
1	Does the service provider have a valid 45001 Certification?	10	
2	<u>Performance Measure: Lead Indicator</u> <u>(Ref to Safety Performance evaluation report CSM F11 (A) Lead indicator score)(R6)</u>	<u>40</u>	

3	<u>Performance Measure: Lag Indicator</u> <u>(Ref to Safety Performance evaluation report CSM F11 (B) Lag indicator score)(R6)</u>	<u>20</u>	
4	Has there been any prosecution / conviction for any Contravention regarding safety and Health provision under the factories Act/Electricity Act / BOCW Act and Rules framed there under? If yes Give Zero otherwise 5 Marks.	5	
5	Check the Safety orientation & training process of Service provider- Records of Safety training provided to safety officer/supervisor /workmen during last 1 year as percentage (%) of total employed by service provider <ul style="list-style-type: none"> ✓ Safety Officer: >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero. ✓ Safety supervisor: >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero. ✓ Workmen: >80% of employees: 10 Marks, 50 to 79% of employee: 5 Marks and <50%: Zero 	20	
6	Check the organizational structure for safety professionals & engineers / supervisors. <ul style="list-style-type: none"> ✓ Check Availability of number of Safety Supervisor from government recognized institute as per workforce strength. 1 in 50 employees than 5 Marks <u>otherwise Zero.</u> (R6) 	5	
	Total	100	

Evaluation Criteria for Category C

Sr no	Description	Weight age (%)	Actual Score
1	Does the Business Associate have a valid ISO 9001 certification?	40	
2	Check the Safety statistics of Service provider (If available than 10 otherwise Zero)	10	
3	Check the trend LTIFR/LTISR for last 3 years (If less than 0.2 than give 20 Marks if between 0.2 to 0.3 than give 10 marks and otherwise Zero	20	
4	Has there been any prosecution / conviction for any Contravention regarding safety and Health provision under the factories Act/Electricity Act / BOCW Act and Rules framed there under? If yes Give Zero otherwise 10 Marks.	10	
5	Check the Safety orientation & training process of Service provider- Records of Safety training provided to safety officer/supervisor /workmen during last 1 year as percentage (%) of total employed by service provider <ul style="list-style-type: none"> ✓ Safety Officer: >80% of employees: 5 Marks, 50 to 79% of employee: 	20	

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

✓	2.5 Marks and <50%: Zero. Safety supervisor: >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero. Workmen: >80% of employees: 10 Marks, 50 to 79% of employee: 5 Marks and <50%: Zero		
	Total	100	

Evaluation Criteria for Category D

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

For vendor to be registered for any category, vendor’s safety capability score should be ≥ 70%.

4.1.1 Star Rating(R6):

SCG will evaluate Star Rating as per following -

- Initially potential Star Rating based on CSM F4 Safety Potential Evaluation Criteria
- After 6 month actual star rating assessment to be carried out based on CSM F4 Safety Potential Evaluation Criteria and safety performance evaluation.
- Odisha Discom & New Business Star Rating process will be applicable only 1 year after implementation of it.
- Based on Safety capability score Vendors rating will be evaluated (For 3 star rated vendors - within 12 months from previous assessment date and for 4 &5 Star rated vendors – within 24 months from previous assessment and Re-assessment within three months from previous assessment date when a vendor is unable to achieve Star rating 3)
- Category A - Vendor must require Safety Star Rating 4 and above.
- Category B - Vendor must require Safety Star Rating 3

Star Rating will be evaluated by Third Party from FY 26

4.2 Contract Preparation(R6).

Safety bid Evaluation will be done only for medium and high risk (R6). The RFQ will be attached with CSM F2 Safety Terms and Conditions which includes following Documents

- 1) CSM F6 Safety Competency Assessment Form
- 2) CSM F8 PPE requirements
- 3) CSM F9 Site Safety Management Plan Job Specific Safety Requirement (Educational and Professional Qualification, Skill & Experience Manpower, Tools,

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

and Tackles, e.g., man lifter, use of drone, use & availability of rescue kit, Work Methodology etc.)

Safety bid evaluation will not be done for category C and D.

BA shall submit duly filled **CSM F6 Safety Competency Form** along with the bid. SCG will evaluate the document as per the **CSM F7 Safety bid evaluation criteria**. **Site Safety Management Plan CSM F9**, defining the complete procedure of executing the job at site will be signed by the Business Associate and SCG after mutual agreement. BA will attach a copy of Site Safety Management Plan along with PO to the successful bidder. Please refer **CSM F5 Process Flow Chart for issuing RFQ and PO significant health and safety risk associated with it**.

CSM F6 - Safety Competency Assessment Form (Template)

Name of the Vendor/Bidder:

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

Description of the Job:

Request for Quotation (RFQ) No.:

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

1. Proposed Manpower Deployment Schedule :-

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

<u>Others()</u>						
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Instruction to Bidders:

- i. Indicate the overall site manpower deployment schedule as above
- ii. Indicate direct or subcontracted employees by using color code given below:
 - Direct Bidder Employee – Green**
 - Partly Direct / partly Subcontracted – Yellow**
 - 4.1.1 Subcontracted – Red** If subBusiness Associate detail is not available at stage of Bid evaluation, then this can be agreed with Order manager or Engineer in charge before deployment Ensure that all sub-Business Associate s follow the Tata Power Safety Procedure and agreed CSM F9 Site Safety Management Plan.
- iii. Against each category, indicate minimum educational qualification and work experience
- iv. Add rows to include other specialized manpower, if any.
- v. Extend columns to cover the entire duration of the proposed contract.
- vi. If the operation is in shifts, then indicate shift in charge and / or safety officers required for each shift operation.

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

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

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

3. Safety Records:

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

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

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

Lost Workday Cases (Nos.)				
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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 Business Associate 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 Appendix 9)

5. PPE Requirement -

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

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

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

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

SI No	Crane No	Location	Year

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

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

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

10. **Management System Certification:** -

Sr.No	Certification	Yes / No	If Yes, Year of Certification	If No, Target date for Certification
1	ISO 9001			

The Tata Power Company Ltd		<i>Appendix 2 to CSCC Safety Terms and Conditions</i>
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

2	ISO 14001			
3	ISO 45001			
4	Any other (Specify....)			

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

CSM F7 Safety bid evaluation criteria. If any specific condition related to Contract is required to be conveyed to the Business Associate, 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 Business Associate will be considered for evaluation by contract team only if Business Associate is qualified in safety bid. Site Safety Management Plan, defining the complete procedure of executing the job at site will be signed by the Business Associate and SCG after mutual agreement. Contract shall attach a copy of Site Safety Management Plan along with PO to the successful bidder.

CSM F7 - Safety Bid Evaluation Criteria (For Information to BA-Not to submit by BA) (R6)

Safety Bid Evaluation will be based on following parameters.

Evaluation Criteria

S. No.	Description	Max Marks	Criteria for evaluation
1.	Qualification and Experience of manpower	15	As per Clause No. 1 <u>CSM F6 (R6)</u>
2.	Tools and Tackles to be provided by bidder	15	To be evaluated as per approved tool list of concerned departments.
3	PPE Requirements	5	To be evaluated as per approved PPEs standard and PPE Matrix specified in <u>CSM F8.(R6)</u>
4	Job Safety Plan/ Method	15	To be evaluated as per as per SOP/WI/HIRA
5	Vehicle Deployment	5	<u>Weightage will be given for CNG/Electrical Vehicles with endorsement of CNG kit on RC (R6)</u>
6	Crane and Mechanized heavy equipment Deployment	15	<u>Date of manufacturing or running hours or stipulated in laws.(R6)</u>
7	Training Records	5	Training records to be evaluated with evidence and scoring to be done as per availability of records
8	Certificate Accreditation	5	ISO 9001-2.5 Marks ISO 45001- 2.5 Marks ISO14001- 2.5 Marks. Total Max 5 Marks for all Three

The Tata Power Company Ltd		<i>Appendix 2 to CSCC Safety Terms and Conditions</i>
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

9	Safety Initiative for learnings implemented in accidents in organization and work force (Fatal / Non-Fatal)	15	Maximum 15 marks will be awarded for visible evidence in terms of safety initiative deployed based on learning of accident in organization and workforce in case of accident
10	Rewards and Recognition Process	5	Maximum 5 marks will be awarded for R&R process evidence
Total		100	

Safety Records (Lag Parameter)-

1.	Fatal Accident	(-) 10 Marks for each case with max of 15 marks	<p>For any fatality in Tata power /Other company in Current and last three years 10 marks will be deducted with maximum up to 15 marks.</p> <p>For new entrant BA, these marks will be deducted for Past safety records.</p> <p>If and BA found hiding such facts, then contract will be terminated immediately during the execution stage.</p>
2	LWDC (Non-fatal)	(-) 5 Marks for each case with max of 10 marks	<p>For each LWDC (Non-Fatal) case in Tata power /Other company in Current and last years, 5 marks will be deducted with maximum up to 10 marks.</p> <p>For new entrant BA, these marks will be deducted for past safety records.</p> <p>If and BA found hiding such facts, then contract will be terminated immediately during the execution stage.</p>

Final Qualifying Criteria

S. No.	Description	Max Marks	Criteria for evaluation
1.	Qualified Bidders	More than 70 marks	Marks Obtained. 60 Marks for New business-like Odisha Discom for one year from CSCC implementation date.

		Minimum Requirement	Weight age (%)	Score Obtained
Manpower	Safety Officer (1 per 500)	Qualification - Safety Officer shall possess recognized degree in any branch of engineering with practical experience in similar industries of Min 2 years and Advance Diploma In Industrial	5	

	<p>workers) or as per requirement</p>	<p>Safety by State technical board. (Each state government prescribes the qualification of safety officer.). Require knowledge of Local language.</p> <p>Experience- Minimum 2-year experience in relevant field as mentioned in the job in PR.</p>		
	<p>Safety Supervisor (1 per work site up to max. 50 workers)</p> <p><u>(For any specific & specialized work, site safety supervisor will be decided by SCG)(R6)</u></p>	<p>Qualification- Supervisor shall possess ITI/ Diploma in relevant field. PDIS is desirable, but not mandatory. Require knowledge of Local language.</p> <p>Experience- Minimum 5-year experience in relevant field as mentioned in the job in PR.</p> <p>Training – Trained and certified by Tata power Skill development Institute or equivalent institute in relevant safety procedures.</p> <p>Note: On request of the Business Associate /Users -TPDSI should vet & certify the skilled & experienced Technician if Technical Qualification is not adequate.</p>	5	
	<p>Qualified Technician (Skilled workers as electrician, rigger, fitter, welder, cable jointer, line men etc.)</p>	<p>Experience- Minimum 2-year experience (or experience prescribed by state government) in relevant field as mentioned in the job in PR.</p> <p>Training – Trained and certified by TPSDI or equivalent institute in relevant safety procedures.</p>	5	
<p>Tools & Tackles</p>	<p>Equipment / Machines/ Tools & Tackles (lifting and shifting tools)</p>	<p>The list of Equipment /Machines / Tools and tackles to be used for job to be submitted by the Business Associate .</p> <p>Evaluation of the list will be carried out based on</p> <p>1) Suitability as per the relevant job</p>	15	

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

		2) Make and age of the tools from authorized agencies defined by the user. 3) Certification by the competent authority of respective state.		
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CSM F8 - PPE requirements

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

PPE Requirement

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

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

PPE Type and Testing Frequency

Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment for non-Electrical work	IS:2925-1984	Monthly and visual check every day for any crack in shell.	
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.	
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.
06	Fireproof jacket for chest protection		Monthly and visual check every day.	
07	Safety helmet with induction Strip for linemen and working for electrical work-Class E	EN 397/2012	Monthly and visual check everyday	Induction Strip alerts presence of voltage
08	Shorting clamps, crocodile clamps, Discharge Rod and Neon tester		Monthly and visual check everyday	For discharging the residual voltage and test before touch

Pictorial View of PPEs for reference purpose

Sl. No.	Name of PPE	IS / EN Standard	Picture

01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment for Nonelectrical work and electrical work	IS:2925-1984/ EN 397/2012	
03	Full body harness (Safety belt) The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	
04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fireproof jacket for chest protection		

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

08	Reflective jacket to each workman	As per Tata Power standard	
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These pictures are indicative. Actual product may vary.

Note:

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

CSM F9 - Site Safety Management Plan / Method Statement

Site Safety Plan / Method Statement (Template)

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

Project/Job Name	
Scope of work: -	
Drawing References: -	

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

Detail of Sub Business Associate s involved: -		
Method Statement Prepared By: - Designation: - (e.g., Site Manager)	<u>Signature</u>	<u>Date</u>

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

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

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

5.0 Role & Responsibilities of Personnel/Parties Involved in activities: Clearly define roles and responsibilities of all personnel involved in activity i.e., Site management staff including sub-Business Associate s’ staff, Project Manager/Site Manager of principal Business Associate , Sub Business Associate Site Manager, Project Engineer, Safety officer, Competent Supervisory Staff etc.)

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, Business Associates. Details of plant, tools, and equipment to be used for the work, including the availability of relevant statutory documents, checks or inspections etc. Details of fencing, barriers, cones, chains, dangers notices, warning signs etc.*

Tools required for work:

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

7				
8				
9				
10				

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

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

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

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

Attachment: - Specific Risk Assessment

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

Fall Protection Measures: (Where Work at height cannot be avoided)	
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Control Measures for Electrical Hazards							
Others Hazard if any (please provide details)							
Hazardous Substances to be used in job: (Attach MSDS if required)							
	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N

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

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

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

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

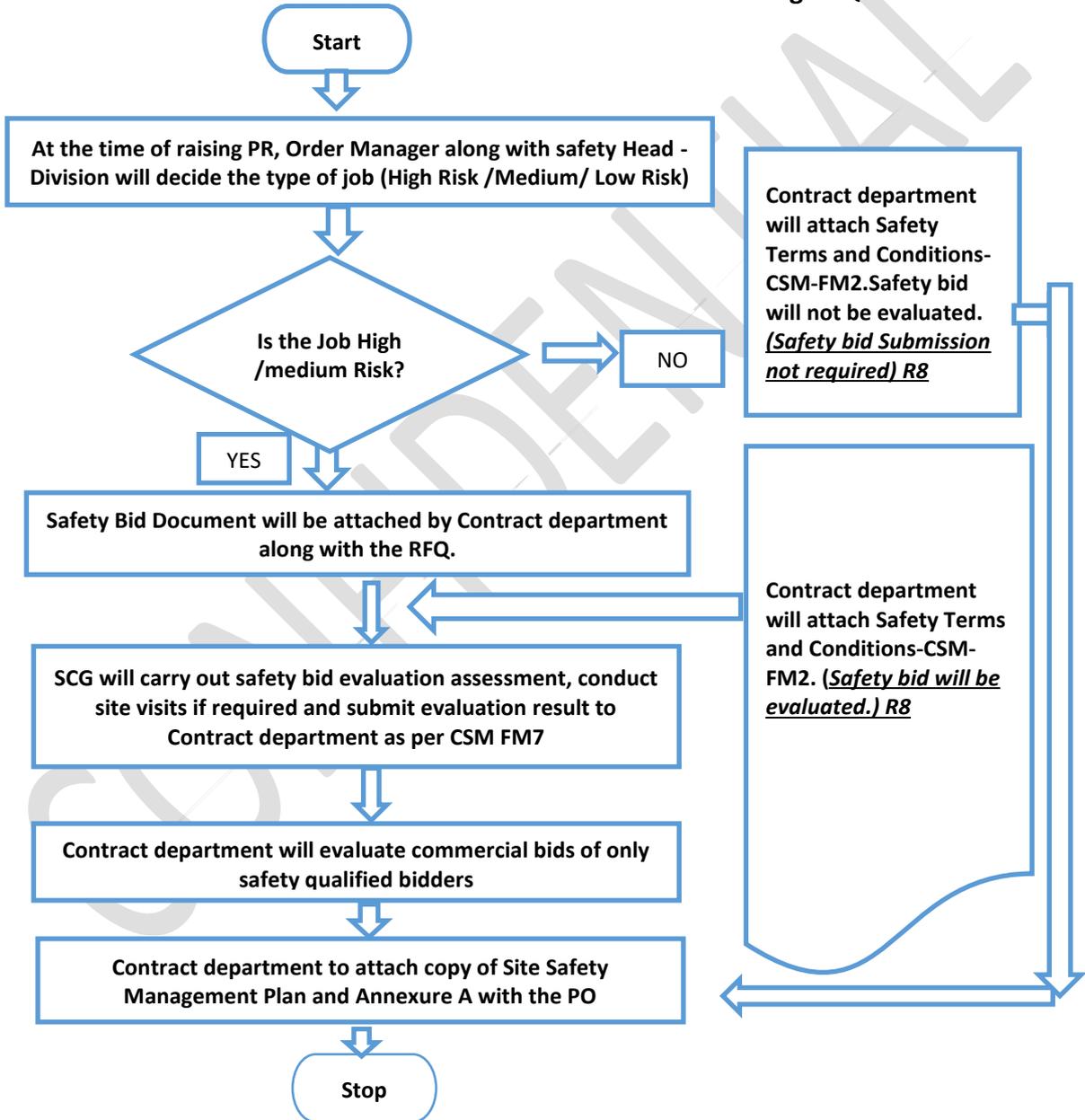
10.0 First Aid facilities and Nearby Hospitals Details

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

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

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

4.3 Contract Award - refer CSM F5 Process Flow Chart for issuing RFQ and PO.



The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

4.4 Capability Building: Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and documented as specified by Tata Power and Indian Regulations. Tata Power Division /Discoms Safety department will audit Business Associates training and related documentation to assure its adequacy.

4.4.1 Before issuing gate pass:

For Odisha Discom/New Business: All Tata Power Business Associate and sub Business Associate workforce is required to attend Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry. This Safety Orientation Course will be for duration of minimum half day. The information provided during the orientation will include, but is not limited to Job rules, personal safety, and conduct, Hazard's reporting, reporting of injuries, Emergency procedures, Safety Activities and Program including disciplinary measure and incentives, Critical safety procedure relevant to the job

For Tata Power Divisions: All Tata Power Business Associate and sub Business Associate workforce is required to attend L1 Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry.

4.4.2 Before start of actual work:

- Appropriate practical training such as SHE L1, L2& L3 (As per Competency Skill Matrix Annexure - 15 of BASCC) is given to ensure that a jobholder, either supervisor or worker, is competent to do his/her job safely. The skill training is provided through TPSDI, and other agencies authorized by Tata Power followed by Post Assessment on the list of 15 critical Safety procedures mentioned under safety procedures. Duration of course is as specified by Division/Discom
- Business Associate shall ensure that concerned workmen are provided with adequate training before he/she is allowed to execute the work. An evaluation test will be conducted after the completion of the training. Those employees who meet the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen have to reappear for assessment.
- *BA Employee who Fail in assessment to be removed from work.(R6)*
- *BA Employee who achieved Bronze card can work for assisting Silver and Gold.(R6)*
- *BA Employee who achieved Silver card can Work under competent supervisors.(R6)*
- *BA Employee who achieved Gold card can Work independently.(R6)*
- *BA Supervisor who achieved Bronze card can be treated as Learner & can only supervise low Risk Job.(R6)*
- *BA Supervisor who achieved Silver can not take permit, Tata Power employee will take permit in such cases.(R6)*
- *BA Supervisor who achieved Gold card can take permit & supervise work.(R6)*
- *BA Safety Supervisor who achieved Bronze card can be treated as Learner.(R6)*
- If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3-month time failing which he/she will not be allowed to work in the Division /Discoms.

- After expiry of Certificate or Training /Competency Card again one day recertification of L1, L2 and L3 skill training will be provided.
- Quarterly /Half yearly(For Odisha and New business) Revalidation Test - “SHE L1 Revalidation test” will be conducted for the Business Associate ’s employees to revalidate their safety awareness and knowledge.
- Order Manager and Safety In charge of the Division/Site /Plant will conduct a Competency Assessment of all workforces, going to be deployed at site / plant for high-Risk job.
- The Contactor shall bear the conveyance and food expenses of his staff for attending training sessions and capability building sessions in new business-like Odisha Discom.
- The Contactor shall bear the entire cost of L1/L2/L3, the costs towards training, salaries/wages, boarding and lodging of his staff for attending training sessions and capability building sessions. These trainings are offered on nominal chargeable basis payable by Business Associate and rates shall be decided by TPSDI from time to time in case of training through TPSDI. Generally, L0 is of one day, L1 is for 2 days for each critical procedure and L3 is for one day. Around Rs 700+GST is approx. cost /Day/Candidate.
- Competency assessment of all critical workforce to be carried out for all who has taken L2 training.

4.4.3 Recognition to the Prior Learning in Safety

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

4.5 Managing Work:

Order Manger shall -

- 1) Comprehensively assess and ensure field Safety implementation against Contract requirements and the Safety Management Plan.
- 2) Maintain a follow up process that drives continuous improvement in Safety practices and avoids repetition of common errors.
- 3) Order Manager and BA should aim at optimizing Safety performance of the Contract by working in a collaborative manner during the execution of the work.

This can be achieved by:

- Ensure that potential safety hazards are identified and controlled before any contracted work starts. Hazard identification should be conducted using multi-disciplinary teams which includes members from competent safety professional/execution team/competent BA supervisor & workforce to understand and identify project-specific safety hazards.

- Monthly inspection and replacement of damaged Personal Protective equipment -PPE & Critical Equipment, lifting Tools & Tackles and hand tools used at site.
- **PTW** - PTW procedure must be adhere and implement at site.
- Reviewing the Safety Management Plan (**CSM F9– Site Safety Management Plan**) before each stage of work begins.
- **TBT & Mass Meeting**: Every day Tool box talks to be conducted based on JSA/SOP with maximum participation of BA Workforce & Safety points to be shared by BA employee & line manager and 100% participation of BA employee & workmen in to mass meeting/communication.
- **BA Self safety audit**: BA Safety Supervisor will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs. They will identify and help in correcting the unsafe acts and unsafe conditions created while executing job at site with the help of BA's supervisors.
- All respective **Critical safety Rules & Procedures and General safety Rules & Procedures** to be use and implement at site during job.
- "**Suraksha Samwad**" also known as Safety Interaction is a proactive safety initiative. In this program, leadership engages with BA workmen and employees in a scheduled 30-minute session to discuss and observe safety practices in the workplace.
- **Reporting safety observations by BA employee**: This involves the active participation of the workforce in identifying and reporting safety observations, which can help prevent accidents and improve safety performance.
- **Felt Leadership for Business Associates Proprietor /Co-ordinators**: This program aims to develop leadership skills within the Business Associates Proprietor/Co-ordinators. It encourages individuals to take ownership of their work and fosters a culture of responsibility and accountability.
- **Behavior based safety program (Jivan Ki Aur)**: It aims to create regular awareness among all ground staff. It seeks to sensitize them, establish relationships, foster teamwork, enhance communication, motivate and empower everyone, promote good health, and enable a happy and safe life. The program will cover various activities such as morning meetings, home visits, personal meetings, group meetings, short training sessions, games, and other forms of engagement.

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

4.6 Periodic Evaluation:

1. During the time of job execution, regular site inspection will be carried out by the Tata Power-Division /DISCOM officials **mainly Line manager (R6)** to evaluate monthly safety performance of the Business Associate as per **CSM F11 Safety Performance Evaluation Report (R6)** and monthly score will be maintained by the Order Manager. Violations will be dealt as per **CSM F12 Safety Violation Penalty Criteria**. Please refer **CSM F10 Process Flow Chart for Safety Performance Evaluation**. Percentage of retention amount is usually mentioned in safety terms and conditions.
2. The evaluation criteria include Lead Indicators such as percentage of workers trained in TPSDI, inspection of critical equipment. Lag indicators such as Fatalities, LWDC and man-days lost.
3. In case of job stoppage due to safety violations / unsafe observations at the site, no time extension from PO completion date shall be given to the Business Associate, if such delays are attributable to Business Associate.
4. In case of fatality, limb loss or loss of property, vendor must pay for liability, legal, statutory, and additional mutually agreed settlement charges imposed by the appointed committee by Division Chief/CEO. This charge is over and above the retention amount. The committee will finalize penalty amount based on factors such as advice by statutory authorities, contract value and impact of accident etc.
5. Order Manager, Head of Business and functional Chief have the authority to terminate the contract as per **CSM F12 Safety Violation Penalty Criteria** Through contract department.
6. Site contract team will arrange Quarterly meeting with Order Manager to take feedback for Safety performance of Business Associates In-turn Site Leadership and Site Contract team will give feedback of safety performance so as to take Corrective actions (R6).
7. CSM F11 Safety Performance Evaluation Report (R8) to be used to evaluate Star Rating of Business Associate for lead & Lag Indicator.

4.6.1 Safety performance retention: 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 Business Associate s. The retention amount will be calculated based on contract value as below.

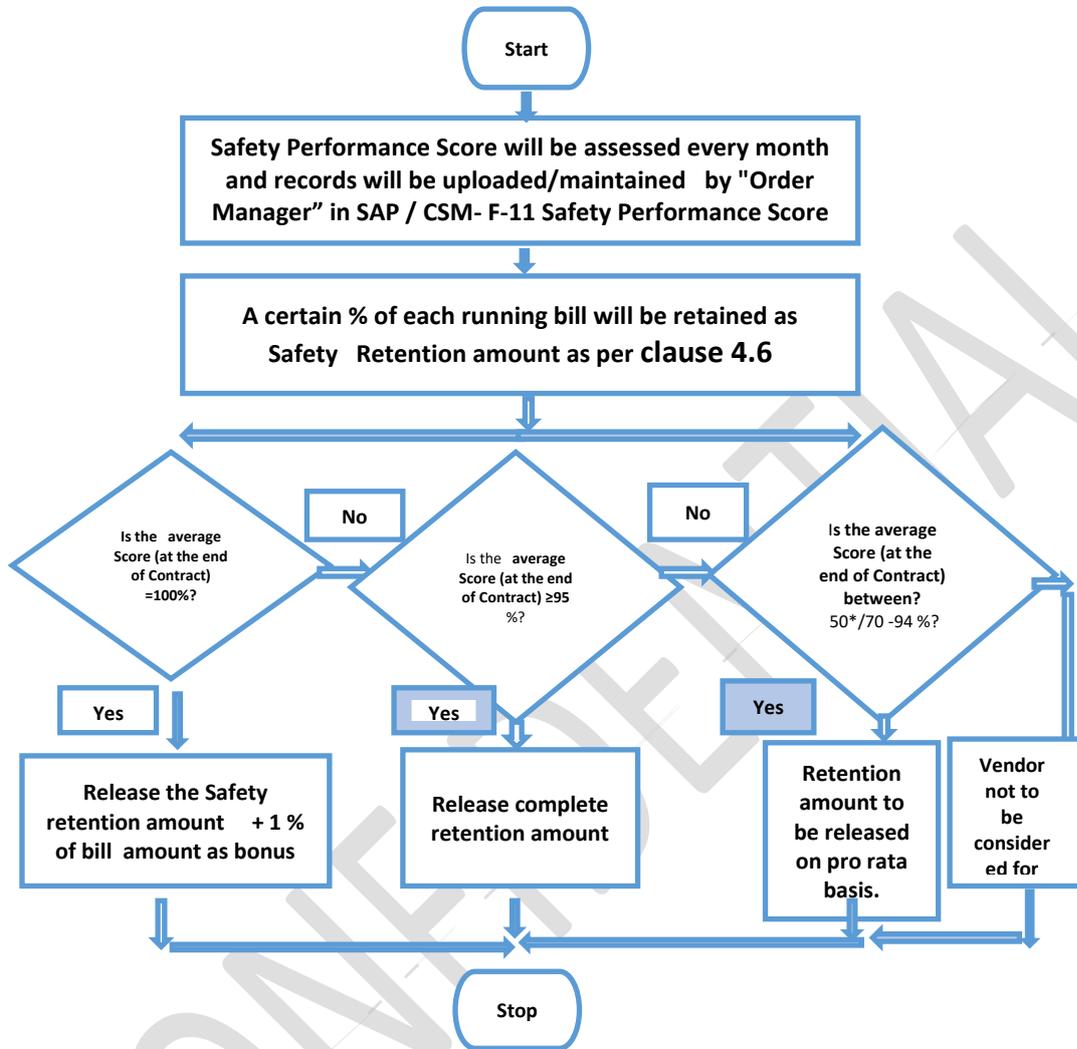
Risk Category	Contract Value	Retention Amount (%)
Very high/High risk job/ Medium Risk jobs	Up to 10 Lakhs	2.5
Very high/High risk job/ Medium Risk jobs	10 – 50 Lakhs	2
Low/Very Low Risk jobs	10 – 50 Lakhs	1
Very high/High risk job	0.5 to 10 Cr	2
Medium Risk jobs	0.5 to 10 Cr	1.5

The Tata Power Company Ltd		<i>Appendix 2 to CSCC Safety Terms and Conditions</i>
<i>Document No. TPSMS/GSR/STC/009 REV 06</i>		<i>Date of Issue: 01/04/2024</i>

Low/Very Low Risk jobs	0.5 to 10 Cr	1
Very high/High risk job	>10 Cr	1.5
Medium Risk jobs	>10 Cr	1

1. The safety retention amount will not be applicable if there is clause of Contract Performance Bank Guarantee (CPBG) and safety performance of Business Associate is as per desired criteria.
2. If safety performance of Business Associate is not as per desired criteria (as per Appendix 10 – CSM F10 – Process Flow Chart for Safety Performance Evaluation and Appendix 11: CSM F11 - Safety Performance Evaluation Criteria)-then safety retention percentage as mentioned in table above will be deducted from running bill.
3. Bidder to give understanding that if there are any deductions required to be made for safety non-performance as per the Safety Performance Score, then Tata Power shall recover any such deductions against safety non-performance directly from the monthly bills / final settlement or it shall be within its right to recover such sum from accounts payable or the CPBG or the retention of the Business Associate available with Tata Power for the said contract between the Business Associate and Tata Power.
4. The retention amount against non-safety performance saved and Penalty will go to a separate Safety Improvement Fund.
5. 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.
6. 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 is 100%

CSM F10 – Process Flow Chart for Safety Performance Evaluation



CSM F11 - Safety Performance Evaluation Criteria (R6)
Safety Performance Evaluation Report- CSM F11

BA field safety audit (Safety Performance Evaluation for BA).							
Division		Function					
Name of BA		Month					
Nature of Work		PO					
	A. Lead Indicators		100 (for star rating score will dividend scale of 2.5)				0
	-	UOM	Target				Actual score for the month
1	% of employees certified in Skill development institute/ authorized agency/Card issued.	% Workforce covered	100%	51% to 99%	50%	<50%	
	Score		10	Pro-rata	5	0	
2	Business Associate Safety Field Audit score	Severity score	2 to 3	3 to 4	>4		
	Score		10	5	0		
3	Monthly inspection and replacement of damaged Personal Protective equipment -PPE by contractor(Safety shoes, Induction helmet, full body safety harness with work positioning lanyard, rubber insulated gloves, reflective jacket etc.as per Job requirement)	% of total workforce	100%	99% to 50%	<50%		
	Score		10	5	0		
4	Monthly inspection and replacement of damaged Critical Equipment, lifting Tools & Tackles and hand tools used at site by BA (Neon Tester, Discharge rod,	% Total T&T	100%	99% to 50%	<50%		

	ladders Vehicle, Tools & tackles carried out and defective equipment replaced as required.						
	Score		10	7	0		
5	Unsafe Conditions/Acts (Potential Hazards), near miss(Close calls), minor injury(First aid cases and MTC) cases reported	Observation / Nos of workforce	0.50	0.25	<0.25		
	Score		10	7	0		
6	Monthly R&R for workforce along with Tata power reparative monthly	% of total workforce	10%	5%	0		
	Score		10	5	0		
7	Nos of workforce covered under program under Jivan Ki Aur/Ghar se Ghar tak/Surkshishit Pariwar ki aur	% of total workforce	10%	5%-10%			
	Score		10	0			
8	Safe (designated way) Disposal of Waste generated, Records of waste (Hazardous Waste – Oily cotton waste – E-waste etc.) generation. No effluents to drain/discharges to ground		YES	NO			
	Score		10	0			
9	<u>Daily Toolbox talk and Weekly Mass communications covering 100 % workforce and records maintained or not(R6).</u>	% of total workforce	100%	50-100 %			
	Score		10	5			
10	<u>Check for housekeeping at site(R6)</u>	At least 3S.	YES	NO			
	Score		10	0			

	B. <u>Lag Indicators</u>		50 (for star rating score will dividend scale of 2.5)			0
			Target			
1	Number of Fatalities		0	>0		
Score	Score		30	0		
2	No of LWDC - Reportable		0	>0		
Score	Score		10 / 20*	0		
3	Major Fire		0	>0		
Score	Score		10 / 0*	0		
	Total score		150			0
	* Odisha				%	0

CSM F12 - Safety Violation Penalty Criteria

Major Violations and Escalation matrix-

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

Legend	Action to be Taken	Responsibility	Penalty (INR)	Repeat Violations

A	Levy of Penalty	Order manager / EIC	5000	The no. of repeat violations shall be calculated cumulative during the FY and deduction will be done from the monthly bills.(R6)
B	Memo to BA and Levy of Penalty	Order manager / EIC	10000	
C	Memo to BA and Levy of Penalty	Order manager / EIC	25000	
D	Memo to BA and Levy of Penalty	Order Manager / EIC	50000	
E	Memo to BA, Levy of Penalty, Termination of Contract, Blacklist	Order Manager / EIC	100000	

Other Violations and Penalty

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

Sl. No	Description of Violation	Severity	Penalty (INR)
1.	Unhygienic/Bad condition of PPE	2	500
2.	Unsafe Act/Condition of Severity 4	4	4000
3.	Unsafe Act/Condition of Severity 5	5	5000
4.	No Earthing of Electrical equipment	5	5000
5.	Working without efficient supervision	4	4000
6.	Non-reporting of incidents	3	3000
7.	Starting the job without Toolbox Talk	4	4000
8.	Electric cable tied with metal wire / Use of damaged electrical cable / Use of two core cable	3	3000
9.	Rubber mat not available in front of electrical panels.	3	3000
10.	Inserting naked wire into the socket instead of a plug	5	5000
11	Inflammable materials stored inside PSS/FCC/Distribution Room	5	5000
12	Water accumulation found near electrical panels / equipment	5	5000
13	Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard	4	4000
14	Inadequate illumination of working area	3	3000

15	Bringing inside PSS/FCC or any other work area any chemicals without approval.	5	5000
16	Loose materials in work area which can fall down or fly during a storm	5	5000
17	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc.	3	3000
18	Entering restricted areas like switch yard, hazardous material storage room etc. without authorization	3	3000
19	Not using 24 V lamp inside confined spaces	3	3000
20	Bypassing/overriding safety interlocks	5	5000
21	Working besides road without proper barricading and monitoring of traffic	5	5000
22	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders, PSS , Offices etc.)	3	3000
23	Improper stacking of materials in Storage Yard	4	4000
24	Sleeping at workplace	3	3000
25	First aid box not available / in locked condition	2	2000
26	Appointment of subBusiness Associate without his Safety Bid Evaluation and/or without the permission of engineer in charge or Order manager.	5	5% of order value
27	Bad Housekeeping with respect to TPSMS/GSP/GHK/022 <ul style="list-style-type: none"> • 1st Instant • 2nd instant • 3rd instant • 4th instant • Subsequent instants 	2	<ul style="list-style-type: none"> • 1000 • 2000 • 5000 • 10000 • 10000
28	Violations related to vehicles with respect to TPSMS/CSP/RSP/015. <ul style="list-style-type: none"> • Parking without wheel choke • Parking in undesignated area • Heavy vehicle without helper or co-driver • Seat belt not available / not used • Driver without license • Heavy vehicles without reverse horn • Using mobile phone while driving • Lights/mirrors not working /broken 	3	1000 per each violation

28	<p>Violation in Gas cutting and Gas cylinder handling</p> <ul style="list-style-type: none"> • Cylinder valve without guard • No flashback arrester • Leaky DA/Oxygen hose • Cylinders not kept in secured manner • Cylinder trolley not available • Cylinders are transported by manual rolling 	5	2000 per each violation
29	<p>Violations in Lifting Operations w.r.t. to TPSMS/CSP/HEMS/005</p> <ul style="list-style-type: none"> • Hook latch missing • Load raised or swung over people or occupied areas of building • Persons standing within the swing area of the crane • No barricading of crane working area • Use of damaged lifting tools and tackles • Lifting tools and tackles not tested / Test certificate expired • Crane operator without proper license • Angular loading • Lifting / shifting heavy material without guide rope • Using mobile phone during loading and unloading jobs 	5	2000 per each violation
30	<p>Violation in Scaffolding work w.r.t. to TPSMS/CSP/SCAF/007</p> <ul style="list-style-type: none"> • Unstable scaffolding/nonstandard Scaffolding in use • Handrails/mid rails/toe guards missing • Safety harness not anchored on fixed structure • Opening found in working platform 	5	2000 per violation
31	<p>Violation in Excavation Work w.r.t. to TPSMS/CSP/EXS/002</p> <ul style="list-style-type: none"> • Loose material falling into excavated pit • Water logging in excavated pits / trenches • Inadequate or no barricading • Undercut / cave in found on sides of excavated pits 	4	2000 per violation
32	<p>Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.</p>	3	3000
34	<p>Spillage of hazardous material/chemicals during transportation</p>	4	4000

Penalty for Incidents / Accidents-()

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

Legend	Action to be taken	Responsibility	Penalty (INR)	The no. of violations shall be calculated cumulative during FY and deduction will be done just after Consequence of incident / Accident(R6)
F	Memo to BA and Levy of Penalty	Order Manager/Engineer in charge	200000	
G	Memo to BA and Levy of Penalty	Order Manager/Engineer in charge	500000	
H	Memo to BA, Levy of Penalty, Termination of Contract and Blacklisting the BA	Order Manager/Engineer in charge	1000000	

5.0 Tools and Tackles

- 5.1 Tools & Tackles used to carry out the job shall be checked and inspected by Order Manager and safety Officer.
- 5.2 Vendor must submit a valid Certificate from Competent person under the Factories Act 1948 and State Factories Rule for all Lifting Tools and Tackles (like Hoist, D

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

Shackles, chain Block, wire ropes etc.).

5.3 All Electrical Hand Tools must be tested for leakage of current by a person /agency authorized by Tata Power Division /Discoms. Electrical power must be taken through RCCB of 30mA. Electrical hand tools should not have cord more than 3 meters in length. If power source is at > 3 meters, extension boards with RCCB of 30 mA and ON/OFF switch, shall be used.

5.4 Removal or inclusion of tools any new tool /tackles / machinery / equipment at site should only be done with concurrence of the order Manager / Head Safety.

6.0 Site Safety Rules and Procedures:

The work in the safest possible manner can only happen when it has been carefully planned and all applicable procedures are followed. The Tata Power Safety Procedures are derived from Tata Power best practices and the applicable Government acts regulations. In each case, the most stringent regulation is used. All safety rules and procedures developed from time to time shall be mandatorily followed by the vendor and his employees while working at Site.

7.0 Critical safety Rules and Procedures:

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

7.1 Lock Out and Tag Out Procedure.

This procedure is intended to be used for the protection of Personnel while servicing or performing maintenance on distribution network/ equipment / pipeline / vessel / process systems. This is a general procedure that shall be used as the minimum requirements for isolation of equipment, pipelines, machines, system from all possible sources of hazardous energy and / or material such as Steam, Hot Water, Compressed Air, any other process fluid / chemical energy /Mechanical energy or Electrical energy. For complete procedure kindly refer Procedure Document No. **TPSMS/CSP/LOTO/001**

7.2 Excavation Safety (Shoring and Sloping) Procedure

This procedure is developed to cover the safe practices required for shoring and sloping in excavation and trenching jobs. This procedure is developed to establish mandatory requirements for practices to protect personnel, property and equipment from hazards associated with above activities. For complete procedure kindly refer Procedure Document No **TPSMS/CSP/EXS/002**

7.3 Confined Space Entry Procedure:

This procedure outlines the steps required to perform the confined space entry and to protect personnel from the hazards of entering and conducting operations in confined spaces. For complete procedure kindly refer Procedure Document No – **TPSMS/CSP/CSE/003**.

7.4 Working at Height Procedure:

This procedure describes the rules and procedures to protect employees from the hazards of working at heights. This procedure is developed to cover the safe practices

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

required for Working at Heights. This procedure is developed to establish mandatory requirements for practices to protect personnel from hazards associated in this area. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/WAH/004.

7.5 Heavy Equipment Movement Safety Procedure.

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

7.6 Mobile Crane Safety Procedure.

Mobile cranes are responsible for many incidents, injuries. Falling loads from mobile cranes pose a severe hazard to operators and nearby workers and property. Many types of cranes, hoists, and rigging devices are used for lifting and moving materials. To maintain safe, appropriate standards must be adhered to and only qualified and licensed individuals shall operate these devices. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/MCS/006.

7.7 Scaffold Safety Procedure.

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

7.8 Permit to Work Procedure.

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

7.9 Job Safety Analysis (JSA) Procedure.

This objective of this procedure is to have a task-based risk assessment process in place that identifies, evaluates and controls the risks associated with work activities, and as a result, prevents those involved in the task or those potentially affected by the task, from being harmed. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/JSA/009 REV 01.

7.10 Electrical Safety Procedure.

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

7.11 Fire Safety Management Procedure.

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

7.12 Hazard Identification & Risk Assessment (HIRA) Procedure:

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

7.13 Management Of Change (MOC) Procedure:

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

7.14 Pre-Start-up Safety Review (PSSR) Procedure.

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

7.15 Road Safety procedure:

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

8.0 General safety Rules and Procedure:**8.1 Lift (Elevator) Safety Procedure:**

To provide safe operating procedure for taking control of lift car before entering and existing the pit of OTIS make elevators. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/LIFT/001,

8.2 Working on conveyor belt Procedure:

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

8.3 Batteries Handling & Disposal

To provide procedure for recycling and / or safe disposal of used / waste batteries in compliance with all legislation. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/HAZM/003

8.4 Material Handling and Storage Procedure:

The purpose of this document is to provide procedures to assist the safe handling

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

of materials (manual handling and mechanical handling). For complete procedure kindly refer Procedure Document No – **TPSMS/GSP/MATL/004**.

8.5 Office Safety Procedure:

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

8.6 Earth Leakage Circuit Breaker (ELCB) Testing Procedure):

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

8.7 Occupational Health & Safety Legal Compliance Procedure:

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

8.8 Incident Reporting & Investigation Procedure:

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

8.9 Business Associate Safety Management Procedure.

The purpose of this document is to engage with Business Associate s in a way to create safe work environment for everyone working for Tata Power. For complete procedure kindly refer Procedure Document No – **TPSMS/GSP/CSM/015**.

8.10 Tree Trimming Procedure:

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

8.11 Safe Lone Working Procedure:

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

8.12 Good Housekeeping(5S) Procedure:

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

8.13 Personal Protective Equipment:

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

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

8.14 Process Safety Management Procedure:

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

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

9.0 Pre-Employment and Periodic Medical check-up:

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

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

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

10.0 Other Conditions:

10.1 The manpower/vehicles/Tools & Tackles/Equipment provided shall be as per mutually

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

agreed SLA.

10.2 No Supervision No work policy should strictly be followed.

10.3 Test Before Touch must be ensured every time a job is being carried out in electrical network.

10.4 HIRA /JSA as per the job scope must be prepared in detail and submitted along with Site Safety Plan by the successful bidder.

10.5 Personal protective equipment (PPE) must always be checked before use to ensure that they are in good condition and clean. Replace them if necessary.

10.6 All relevant PPE shall be provided by the vendor while working at the site.

10.7 Housekeeping shall be maintained all the time while execution of work. All the unwanted material shall be removed from the site at the end of the day's work. Old/damaged parts if taken out of the system shall be kept at identified place and it shall be shifted to scrap yard or disposed of as per instruction of order manager.

10.8 Site Safety Plan shall be prepared by successful bidder along with order manager. Appendix 1 to be filled by successful bidder and submitted to Tata Power safety in-charge, before mobilization of team at site and start of the work.

10.9 The Owner or Proprietor of BA must visit worksite at least once in a month and meet Order Manager every month. In case of incidents, the Owner or Proprietor of BA is required to attend Time Out Meetings to understand the gaps that contributed to the incident.

11.0 Schedule of Safety Audits by BA Safety Staff

Safety Undertaking of BA by way of Affidavit

I _____ s/o _____ R/o _____ (AUTHORIZED REPRESENTATIVE/PARTNER/DIRECTOR/PROPRIETOR) of M/S _____ (name of company/firm) having its office at (Complete address of Company), authorized vide power of attorney dated -----/Board resolution dated----/letter of authority dated----, hereinafter referred to as **Business Associate [or Business Associate (BA)]** which expression shall, unless it be repugnant to or inconsistent with the meaning or context thereof, be deemed to include its heirs, executors, administrators, and assigns do hereby affirm and undertake as under :

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

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

9. That in case the Business Associate and/or any of its Sub Business Associate fail to ensure the compliance as required in terms of this undertaking the Business Associate shall keep and hold Discom / its directors / officers / employees indemnified against any / all losses / damage / expense / liability / fines / compensation / claims / action / prosecutions or the like which might be suffered by Discom or to which Discom might get exposed to as a result of any breach /wilful negligence /deliberate default on the part of the Business Associate /Sub Business Associate in complying with the same. Business Associate shall also furnish any press release, clarification etc. if sought by Discom for any near miss or safety violations, accidents, which are attributable to fault of Business Associate .

DEPONENT

VERIFICATION

Verified aton this _Day of _____ 20__ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom.

12.0 General Safety Conditions for various contracts Specific to Odisha Discom

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

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

- Availability of Discharge Rods - Minimum 6 Nos. in each maintenance vehicle, fit for purpose and in good conditions and defective rods are removed from service.
- Availability of Neon tester - Minimum one Neon Tester in each Maintenance Vehicle, in good and working condition and defective or non-standard neon testers are removed from service.
- Electrical hand Gloves - Minimum two sets of 33 KV and two sets of 11 KV in maintenance vehicles.
- The BA linemen must be having required ELBO certification for the voltage level involved.
- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4th March, National Fire Service Day on 14th April and Theme based safety campaigns undertaken by the Discoms every month.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not employ a new workman without training and issue of ID card.
- BA shall conduct safety audits & inspections as per Discom procedures.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall ensure to depute Safety Staff for managing safety in worksites. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.
- Safety manager and Safety engineer must be having PDIS or ADIS.



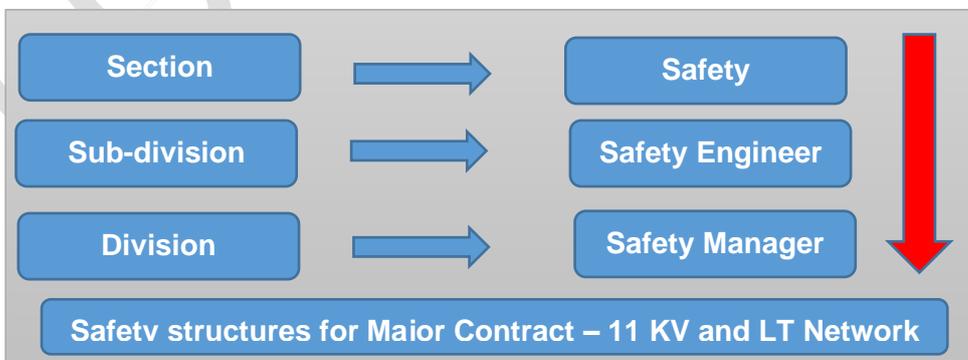
12.2 Safety Conditions for maintenance of 11 KV and LT Network.

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

- Availability of Discharge Rods - Minimum 6 Nos. in each PSS/FCC and maintenance vehicle, fit for purpose and in good conditions and defective rods are removed from service.
- Availability of Neon tester - Minimum one Neon Tester in each PSS/FCC/ Maintenance Vehicle, in good and working condition and defective or non-standard neon testers are removed from service.
- Electrical hand Gloves - Minimum two sets of 33 KV and two sets of 11 KV in each PSS/Maintenance vehicles and two sets of LT hand gloves at each FCC.
- The BA linemen must be having required ELBO certification for the voltage level involved.

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not engage new workman without training and issue of ID card.
- PSS operator shall not be involved in maintenance activities.
- BA shall conduct safety audits & inspections as per Discom procedures.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4th March, National Fire Service Day on 14th April and Theme based safety campaigns undertaken by the Discoms every month.
- BA to ensure that all LT complaints are routed through Call Centre and recorded in FCC. Rectification of fault shall be done only after call centre logging and with the knowledge of BA supervisor.
- No one will work alone or unsafely under public pressure or otherwise.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall ensure to depute Safety Staff - One safety supervisor per section, One safety engineer per sub-division and one safety manager per Division Safety manager and Safety engineer must be having PDIS or ADIS.



The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

12.3 Safety Conditions for the major contract work in Civil Projects:

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

- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not employ a new workman without training and issue of ID card.
- BA shall conduct safety audits & inspections as per Discom procedures.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4th March, National Fire Service Day on 14th April and Theme based safety campaigns undertaken by the Discoms every month.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall refer Construction Safety Manual of the Discom for details.
- BA shall ensure to depute a Safety Supervisor (for workforce up to 100 at site) / a safety engineer (for workforce up to 250 at site) / safety manager (for more than two safety engineers) for managing safety at the project site. In case the BA has been awarded more than one major contracts, then the following safety structure will be adopted.
- Safety Engineers and Safety Managers must be having PDIS or ADIS.

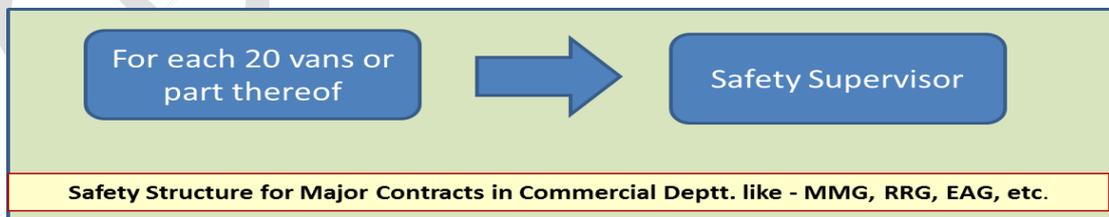


The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

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

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

- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not employ a new workman without training and issue of ID card.
- BA shall conduct safety audits & inspections as per Discom procedures.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4th March, National Fire Service Day on 14th April and Theme based safety campaigns undertaken by the Discoms every month.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall ensure to depute a Safety Supervisor for managing safety at worksite.
- The BA for the RRG work shall depute one Safety supervisor.

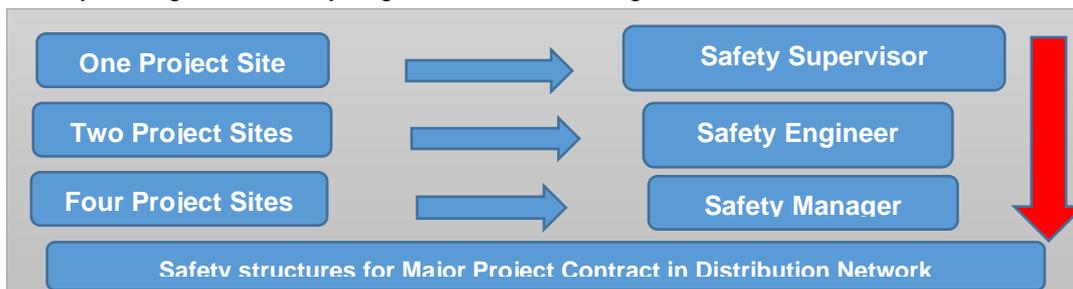


12.5 Safety Conditions for Major Projects in Distribution Network

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

The Tata Power Company Ltd		Appendix 2 to CSCC Safety Terms and Conditions
Document No. TPSMS/GSR/STC/009 REV 06		Date of Issue: 01/04/2024

- Availability of Discharge Rods - Minimum 6 Nos. for each project site, fit for purpose and in good conditions and defective rods are removed from service.
- Availability of Neon tester - Minimum one Neon Tester in each project site, in good and working condition and defective or non-standard neon testers are removed from service.
- Electrical hand Gloves - Minimum one sets of 33 KV, 11 KV and LT in each project site.
- The BA linemen must be having required ELBO certification for the voltage level involved.
- BA shall provide Safety Policy, Safety Objectives, Organogram showing structure and responsibility of Safety management of his company and shall document the work practices and procedures in terms of Safety Management.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, Labour laws, etc.
- BA shall abide by Safety manuals and guidelines of Discom issued from time to time.
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4th March, National Fire Service Day on 14th April and Theme based safety campaigns undertaken by the Discoms every month.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances before issuing ID cards.
- BA shall not employ a new workman without training and issue of ID card.
- BA shall conduct safety audits & inspections as per Discom procedures.
- BA shall provide proper PPEs as per CSM F-8 ensure periodic inspection of PPE, Tools and tackles to ensure their serviceability.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by the Discoms.
- BA shall ensure that no job shall be carried out without efficient supervision.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident, or accident to engineer in-charge and SAFETY team of the Discom.
- BA shall provide safety performance and Safety MIS to engineer in-charge and Discom SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- The BA shall participate in Safety promotional activities like celebration of Lineman day on 4th March, National Fire Service Day on 14th April and Theme based safety campaigns undertaken by the Discoms every month.
- BA safety staff shall work as per the guidance of the Discom safety department and functionally report Safety Head of Discom. Any leaves by safety staff of the BA shall have to approved by Discom Safety Department.
- BA shall ensure to depute Safety Staff for managing safety in worksites. One safety supervisor per project site or 100 persons, one safety engineer for 2 project sites of 250 persons, and one safety manager for four project sites or 500 persons.
- Safety manager and Safety engineer must be having PDIS or ADIS.



FORMAT F.4

Format of BID BG / EMD

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

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

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

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

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

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

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

Notwithstanding anything contained herein above:

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