



RFQ No.:

NIT No.: CC25SAS033

OPEN TENDER NOTIFICATION

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF

BLADE SERVERS & CHASSIS AT TATA POWER

AT TATA POWER

Tender Enquiry No.: CC25SAS033
Due Date for Bid Submission: 10.10.2024 [17:00 Hrs.]

The Tata Power Company Limited
Mumbai, Maharashtra

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1.0 Event Information

1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested Bidders for entering into a Contract as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Supply, Installation, Testing and Commissioning of Blade Servers & Chassis at Tata Power	1,00,000	1000

1.2 Availability of Tender Documents

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

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

Tender documents may be downloaded by interested eligible bidders from TPC website www.tatapower.com with effect from 20.09.2024. In the event detailed tender documents are downloaded from TPC website or are received through email from TPC, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS in favor of "The Tata Power Company Limited". Any such bid submitted without this Fee shall be rejected.

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

1.3 Calendar of Events

(a)	Date of availability of tender documents from TPC Website	From 20.09.2024, 17:00 Hours
(b)	Date & Time of Pre-Bid Meeting (If any)	
(c)	Last Date of receipt of pre-bid queries, if any	25.09.2024 up to 17:00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	27.09.2024 up to 17:00 Hours
(e)	Last date and time of receipt of Bids	10.10.2024 up to 17:00 Hrs
(f)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

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

1.4 Mandatory documents required along with the Bid

1.4.1 EMD of requisite value and validity

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

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

1.5 Deviation from Tender

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

1.6 Right of Acceptance/Rejection

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

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

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

1.7 Qualification Criteria

Parameter	Tata Power Requirement	Documents To be submitted by Vendor to ascertain meeting of Pre-qualification requirement
OEM and Partnerships	1. The bidder shall propose OEM which make Blade Servers/ Chassis and have plans to sustain the hardware for at least 5 years. 2. The bidder must have an active Gold/ Platinum level partnership with OEM of equipment & must have other valid premier back-to-back support with OEM.	1) Relevant partnership certificates.

Parameter	Tata Power Requirement	Documents To be submitted by Vendor to ascertain meeting of Pre-qualification requirement
<p>Design, Engineering, Manufacturing, Supply, Supervision of Installation, Testing and Commissioning</p>	<p>1. The bidder should have carried out design, engineering, supply, installation, testing and commissioning of Blade Servers/ Chassis comprising of minimum 10 nodes.</p> <p>2. The system supplied, as mentioned in point 1, should have been in satisfactory commercial operation for a minimum period of 3 years as on scheduled date of the bid opening.</p> <p>3. The bidder should have carried out installation & commissioning of Blade Servers/ Chassis Project in power utilities.</p> <p>4. The bidder must have manufacturer authorization certificate & back-to-back support letter from OEM for providing comprehensive maintenance support & services.</p> <p>5. The bidder must propose an OEM of the equipment and communication systems, having manufacturing facility anywhere across globe except China & should have testing and support facility in India, preferably in Mumbai.</p>	<p>1) Bidder to submit List of 5 latest Projects with all Technical and Purchaser's details.</p> <p>2) Necessary PO copies & commissioning reports in respect of Blade Servers and Chassis shall be submitted along with technical bid.</p> <p>3) Bidder shall submit previous installation pics. Pics should clearly display entire installation of project.</p> <p>4) Authorization letter.</p>
<p>InfoSec compliance</p>	<p>1. The bidder must have certified staff who'll be deputed for design/ architecture, installation, configuration and testing of the equipment provided.</p> <p>2. The bidder must have valid Information Security certifications (such as ISO 27001) and must abide to the NDA signed with TATA Power.</p>	<p>1) Relevant certification certificates.</p>
<p>Type Tests</p>	<p>1. All offered equipment should have been successfully type tested at any of the internationally accredited laboratories in line with relevant standards.</p> <p>2. The type test certificates of the equipment shall not be more than 5 years old as on the</p>	<p>Type Test reports as per attached SQP. Reports should be within last 5 years from date of bid submission</p>

Parameter	Tata Power Requirement	Documents To be submitted by Vendor to ascertain meeting of Pre-qualification requirement
	schedule date of bid opening.	
Financial	Bidder should have minimum turnover of at least 30Cr over last 3 years.	Financial statements of last 3 Years with UDIN No

1.8 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, TPC reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

1.9 Supplier Confidentiality

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

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on the overall all-inclusive *L-1 on Overall BOQ basis [Annexure I]*. Hence, all bidders are advised to quote their most competitive rates against each line item.
- Bidder has to mandatorily quote against each item of Schedule of Items *[Annexure I]*. Failing to do so, TPC may reject the bids.

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

2.1 Price Variation Clause:

The prices shall remain firm during the entire contract period.

3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: "EMD" of Rs. 1,00,000/- (Rupees One Lakh only) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG / Bankers Pay Order favoring "The Tata Power Company Limited". The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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

Account Name: The Tata Power Co. Ltd.

Bank Name: HDFC Bank, Fort Branch, Mumbai

Bank Account No. : 00600110000763

IFSC Code: HDFC0000060

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

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

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

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

FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:

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



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

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

EMD

“ Supply, Installation, Testing and Commissioning of Blade Servers & Chassis at Tata Power”

Please mention our Enquiry Number:- CC25SAS033 on the Tender and drop the same at The Tata Power Company Limited, Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station, Sahar Airport Road, Andheri East, Mumbai-400059.

The envelope shall be addressed to:

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

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

SIGNING OF BID DOCUMENTS:

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

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

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

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

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

3.2 Contact Information

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

Communication Details:

Contracts – T&D

Name: Ms Subhanjali Sanyal
Contact No: 022- 67173927

RFQ No.:

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E-Mail ID: Subhanjali.sanyal@tatapower.com

Group Head Contracts – T&D:

Name: Mr. Selva Ganesh S P

Contact No.: 022- 67173925

E-Mail ID: selva.ganesh@tatapower.com

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPC. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

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

The EMD shall be forfeited in case of:

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

3.9 Type Tests (if applicable)

As per attached Annexures

4.0 Bid Opening & Evaluation process

4.1 Process to be confidential

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

4.2 Technical Bid Opening

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

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

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

4.3 Preliminary Examination of Bids/Responsiveness

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

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

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

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

4.4 Techno Commercial Clarifications

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

4.5 Price Bid Opening

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

4.7 Reverse Auctions

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

5.0 Award Decision

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

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

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

6.0 Order of Preference/Contradiction:

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

1. Schedule of Items (Annexure I)
2. Post Award Contract Administration (Clause 7.0)
3. Submission of Bid Documents (Clause 3.0)
4. Scope of Work and SLA (Annexure VII)
5. Technical Specifications (Annexure II)
6. Inspection Test Plan (Annexure VIII)
7. Acceptance Form for Participation in Reverse Auction (Annexure VI)
8. General Conditions of Contract (Annexure IX)
9. Manufacturers Authorization Form (Annexure X)

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

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

7.2 Drawing Submission & Approval

As per annexure - II

7.3 Contract Period

The entire project scope to be completed within 10 weeks of order issuance.

7.4 Warranty Period

Warranty period: 7 Years

7.5 Payment Terms

All payments shall be released within 45 days from the date of completion of tender scope of work and submission of error free invoice along with all supporting documents.

7.6 Liquidated Damages

The LD for delay in overall completion of contract will be levied at 1.0% of Order Value per week of delay or part thereof, limited to maximum 10% of Order Value.

7.7 Contract Performance Bank Guarantee (CPBG)

10% of the All Inclusive Order Value valid till the warranty period of 7 years. CPBG shall be submitted within 15 days from the date of award of work as per approved format.

7.8 SLA / Performance Requirement and penalties

As per Scope of Work.

7.9 Safety Retention

NA

7.10 Climate Change

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

7.11 Ethics

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

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

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

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

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

8.0 Specification and standards

As per Annexure II.

9.0 General Condition of Contract

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

10.0 Safety

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

<http://www.tatapower.com>

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

ANNEXURE I
Schedule for Items

S NO	Component	Qty	Unit Price	Total Price including Taxes
1	Blade Servers (per node)	8		
2	Blade Chassis	1		

NOTE:

- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids are liable for rejection.
- The bidder must fill each and every column of the above format. ***Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.***
- No cutting/ overwriting in the prices is permissible.



RFQ No.:

NIT No.: CC25SAS033

ANNEXURE II
Technical Specifications

CONFIDENTIAL

SPEC Rev: C Date:10/09/2024	Specifications for Blade Infra Solution	Page 1 of 27
	Replacement of Enterprise Server Infrastructure – Blade Servers and Chassis (Tech Refresh)	

**Document Title: Technical specifications-
Replacement of Enterprise Server Infrastructure - Blade Servers and Chassis
(Tech Refresh)**

Revision	Date	Description	Approvals		
			Prepared By	Checked By	Approved By
B		Issued for Review & Comment	Chetan Rathod	Deepak Bagora	Kiran Nadkar

This is a controlled copy, if printed the hard copy will become non-controlled.

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D1	TENDER PURPOSE
D2	AFTER AWARD OF CONTRACT
E	ANNEXURES

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A1 INTENT OF SPECIFICATION

TATA POWER CO.LTD intends to replace existing server and storage infrastructure to design, install, and configure a robust and scalable Hyper-V environment. This includes setting up Hyper-V nodes to enhance virtualization capabilities, improve system performance, and ensure high availability of virtualized resources. Existing Hyper-V environment caters to all the servers hosted in Tata Power's Mumbai Data Center.

Following are the major systems to be considered for this project.

1. **Hyper-V Hosts:**
 - a. Physical servers that will run Hyper-V, meeting hardware requirements for CPU, memory, and network.
2. **Operating Systems and Licensing:**
 - a. Windows Server OS: Licensing for Hyper-V hosts.
 - b. Hyper-V Licensing: For virtualization features and management.
3. **Storage Systems:**
 - a. Shared Storage: SAN for VM files and high availability.
 - b. Local Storage: SSDs or HDDs in Hyper-V hosts.
4. **Network Infrastructure:**
 - a. Switches: Ensure proper connectivity for management, storage, and VM traffic.
 - b. Network Interface Cards (NICs): Multi-gigabit NICs for each host.
5. **Cluster Configuration:**
 - a. Failover Clustering: For high availability of VMs.
 - b. Cluster Shared Volumes (CSV): Shared storage in clusters.
6. **Management and Monitoring:**
 - a. SCVMM: For centralized management of Hyper-V hosts and VMs.

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b. Monitoring Tools: For performance and health monitoring.

7. Virtual Machines (VMs):

a. Consider the VMs that will run on the new infrastructure according to Tata Power requirements.

All equipment, system and services covered under this specification shall comply with all current applicable statutory regulations and safety codes in the locality where the equipment is proposed to be installed. The equipment and systems shall also conform to the latest version of applicable codes and standards on the date of offer made by the Bidder unless otherwise indicated. Nothing in this specification shall be construed to relieve the Bidder of this responsibility.

A2 PROJECT INFORMATION

1.0	Owner	D&IT Infrastructure	
2.0	Location of the site	Mumbai, Rabale	
3.0	Climatic conditions		
	3.1	Temperatures:	
		(a) Maximum dry bulb temperature	36.70 C
		(b) Minimum dry bulb temperature	18.30 C
		(c) Design temperature for electrical equipment / devices	500C
		(d) Design humidity	95%
	3.2	Relative humidity	
		(a) Maximum during monsoon	100%
		(b) Minimum during December to January	22%
4.0	Rainfall	Annual average rainfall is about 2500 to 3100 mm (most of which occurs during the monsoon season from June to September)	

A3 SCOPE OF WORK

The brief scope of work consists of the below parameters. The bidder shall prepare all the necessary documentation and share them as part of deliverables. Upon submission of the deliverables, the bidder is responsible for deletion of all the documents containing specifics of the TATA Power environment.

1. Assessment and Planning

- 1.1. Review current Hyper infrastructure.
- 1.2. Identify required hardware and software.

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1.3. Develop a project plan and timeline.

2. Hardware Replacement

- 2.1. Purchase new servers, storage, and networking equipment.
- 2.2. Remove and dispose of old hardware.
- 2.3. Install and configure new hardware.

3. Software Upgrade

- 3.1. Update operating systems and applications.
- 3.2. Ensure compatibility with new hardware.
- 3.3. Migrate data and applications.

4. Network Enhancement

- 4.1. Upgrade switches.
- 4.2. Improve network performance and redundancy.

5. Security Implementation

- 5.1. Install and configure security software.
- 5.2. Implement data security best practices.
- 5.3. VAPT closure

6. Integration and Testing

- 6.1. Integrate new infrastructure with existing systems.
- 6.2. Test for stability and performance.

7. Documentation and Training

- 7.1. Document configurations and procedures.
- 7.2. Train IT staff on the new infrastructure.

8. Support and Maintenance

- 8.1. Provide post-installation support.
- 8.2. Develop a maintenance plan for ongoing updates.

9. Deliverables

- 9.1. Installed and configured hardware and software.
- 9.2. Upgraded network infrastructure.
- 9.3. Documentation and training materials.
- 9.4. Support and maintenance plan.

A4 TERMINAL POINTS

Power supply DC will be arranged by the purchaser up to main DCDB/ACDB. Extension of power supply from TATA Power terminal point will be in bidder scope. All necessary MCB's Power distribution panels required to be considered by the bidder appropriately as per site conditions.

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Fiber Termination (if any): Fiber across station will be in TATA Power scope. Further extending the cores from main termination panel to the supplied equipment will be in bidder's scope. All necessary services required for supply, laying, termination and splicing etc. from main fiber termination panel up to equipment will be in bidder's scope. BOM provided in specifications is indicative and bidder has to consider all items required in addition to indicative BOM for deploying and commissioning the offered equipment including integration with the application including all necessary services.

A5 EXCLUSIONS

Procurement of Operating System licenses are out of the scope of the bidder's responsibility. However, the bidder shall provide necessary inputs to TATA Power for purchasing right SKU and/ or count of licenses, prior to the commencement of the project.

- Bidder shall be responsible for any deviations from the suggested SKU leading any impact to the project execution. Bidder shall support TATA Power in such scenario.
- Bidder shall be responsible for any deviations from the suggested SKU leading any software compliance issues raised by the OEM. Bidder shall provide necessary documentation and support TATA Power in handling any such instances.

A6 CODES AND STANDARDS

Nil

A7 BIDDER'S QUALIFICATION REQUIREMENTS

Refer Clause No 1.7 of Event Information.

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A8 PROJECT SCHEDULE / MILESTONES

Bidder shall submit with the bid, a detailed Project Schedule covering the following based on the milestones tabulated below:

- a. Start of 'Engineering'
- b. Completion of 'Engineering'
- c. Commencement of 'Manufacturing'/Manufacturing process
- d. Commencement of Supply

Milestone	Target
Prebid meeting	As given in bid document
Bid Submission	As given in bid document
Drawing submission	Within 1 week from receipt of PO
Delivery of equipment	Within 6 weeks from placement of PO
Installation and Configuration of equipment	Within 5 days from Delivery of Equipment
Migration of the data/ services	Within 2 weeks from Installation and Configuration

A9 SUBMISSIONS BY BIDDERS

Bidder shall submit the following information along with the Technical Bid.

- Dully filled in schedules, listed in section 'C'
- Quality Assurance Plan (QAP), Manufacturing Quality Plan (MQP)
- General Arrangement Drawings for equipment offered.
- Filled up Data Sheets
- Qualifying Requirements supporting documents.
- Type test Reports
- Stamped detailed technical specification.
- Detailed system architecture proposed.
- Integration plan with existing TATA Power communication System.
- Authorization Letter from OEM.
- Compliance checklist.
- Undertaking if any.

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A10 DETAILED TECHNICAL SPECIFICATIONS & TECHNICAL COMPLIANCE**A 10.1 Blade Server Technical Specifications (Mandatory)**

Component	Description of Requirement	Compliance
Server	Eight Number Blade Form Factor Server each with 2 * Intel Xeon Latest Gen Scalable Processor should be proposed	
CPU	2* Intel Xeon Gold Latest Generation 2.5 GHz – 4.1 GHz 32 Core Processor each processor	
Chipset	Latest Intel chipset compatible with Intel Xeon Gold Scalable processors	
Memory	Should have at least 32 DIMM slots per server and support up to 4TB of DDR5 4800 MT/s memory. The Server should be configured with 1TB of DDR5 Memory from day one with minimum 64GB DIMMs. Support for advanced memory redundant technologies like Advanced error-correcting code (ECC) and memory mirroring.	
BOOT optimized storage	2 x 480GB M.2 NVMe Boot Optimized Storage in Mirroring for OS and Hypervisor (VMWare ESXi / Microsoft Hyper-V)	
Storage Controller	Server should support PCIe based 12G SAS Controller with 4GB Cache for Internal HDD/SSD Drive	
Storage expansion	Should have option to support up to 200 nos. local HDD/SSD per blade server using storage expansion module in chassis	
Interfaces	Minimum of 3 number of x16 PCIe Gen5 slots 1* internal USB 3.0 port.	
Networking features	Each Proposed Server should include Dual Port 25/50G Converged Network Adapter. Each server should be provided with card level redundancy.	
Blade Server Connectivity to SAN	Should be capable of supporting upto 32 Gbps Dual port Fiber Channel HBA internal to the Server Blade.	
Bus Slots	Minimum 3 PCIe 3.0 Type based x16 Slots supporting Ethernet, FC adapters, SAS Adapters and Graphics Card	
Industry Standard Compliance	TPM 2.0 Support; Advanced Encryption Standard (AES); Triple Data Encryption Standard (3DES); SNMP v3; SSL 2.0; PCIe 5.0 Compliant; UEFI (Unified Extensible Firmware Interface Forum); Energy Star Compliant	
System Security	<ul style="list-style-type: none"> • Power-on password • Administrator's password • On System Management Chipset with SSL encryption • Secure Shell version 2 • AES and 3DES encryption on browser • AES and RC4 encryption of video • TPM (Trusted Platform Module) 2.0 support 	

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Component	Description of Requirement	Compliance
OS and Hypervisor Support	<ul style="list-style-type: none"> • Microsoft Hyper-V Server • VMware • The hardware should support any version upgrade coming in next 7 years. 	
Embedded Remote Management and Firmware security	<ol style="list-style-type: none"> 1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication. 2. Server should have dedicated remote management port. 3. Remote management port should have storage space earmarked to be used as a repository for firmware, drivers, and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware. 4. Server should support agentless management using the out-of-band remote management port. 5. The server should support monitoring and recording changes in the server hardware and system configuration. 6. Two factor Authentication and Local or Directory-based user accounts with Role based access control. 7. Remote console sharing simultaneously during pre-OS and OS runtime operation, Console replay. Microsoft Terminal Services Integration, 128-bit SSL encryption and Secure Shell Version 2 support. Should provide support for AES and 3DES on browser. Should provide remote firmware update functionality. Should provide support for Java free graphical remote console. 8. Support for REST API integration. 9. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support 	
Server Management	Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resource based on RBAC.	
	The Dashboard minimum should display a health summary of the following: <ul style="list-style-type: none"> • Server Profiles • Server Hardware • Appliance alerts 	
	The Systems Management software should provide Role-based access control.	

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Component	Description of Requirement	Compliance
	Management software should support integration with popular virtualization platform management software like vCenter, and SCVMM.	
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory, and HDD.	
	Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.	
	The Server Management Software should be of the same brand as of the server supplier.	
Cloud Enabled Monitoring and Analytics (Optional)	<ol style="list-style-type: none"> 1. Offered servers shall have cloud enabled monitoring and analytics engine for proactive management. All required licenses for same shall be included in the solution. 2. Cloud Enabled Monitoring and analytics engine shall have capability to provide following: <ol style="list-style-type: none"> a) Providing Firmware upgrade and patch upgrade recommendations proactively. b) Providing power and support entitlement status. c) Recommendations to eliminate performance bottlenecks and critical events, based on Analytics engine having capability of proactive recommendation for arresting the issues / problems. d) Automatic creation of support cases e) Detection of the Service Pack for Server and notifications for any hotfixes that may be available for the configuration. f) Customer advisories based on their relevance to server configuration. g) Should have continuous, proactive health monitoring and recording of required system parameters as well as diagnostic telemetry data on a 24x7 basis. h) Should have monitoring & analytics feature for the offered server/chassis along with its sub-components to predict, prevent, and auto-resolve problems and by providing automating case creation and log file submission for the problems that can't be auto resolved. 	

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A 10.2 Blade Chassis Technical Specifications (Mandatory)

Component	Description of Requirement	Compliance
Blade Server Support	8 * Blade Server with 2 Processors each	
	Proposed Blade System Enclosure should have Empty Server Bay for addition of minimum 4 Blade Servers in the future	
Solution requirement	Proposed solution should support provisioning virtual, physical and container infrastructure from pools of compute, storage, and networking resources	
	Solution should have single console provisioning for compute, storage and server-side network configuration with choice of direct attach storage (DAS), iSCSI and FC SAN should be available	
	Solution should support API to integrate into popular management tools such as Microsoft Systems Center, VMWare vCenter and into open-source automation for DevOps tools such as Chef, Docker and OpenStack.	
	Solution should support software defined templates to quickly make changes to the infrastructure. Template should include server BIOS, firmware, boot order, RAID, storage configs and network configs of the infrastructure required for workload	
	Solution should support scripting to reassign compute resources to different workloads to effectively utilize the infrastructure (re provision compute resources from one workload to another)	
Blade Chassis	Solution to house the required number of blade servers in smallest number of enclosures. Should support full height and half height blades in the same enclosure, occupying a max of 10U rack height Proposed Blade Enclosure/s should have minimum 4 Empty Slots for additional Servers in the Future	
	Should support six interconnect bays to configure 3+3 redundancy	
	The Chassis direct-connect midplane delivers a 16 Tb/s of bandwidth	
	Enclosure should support all the Latest Intel Xeon processors based 2 CPU and 4 CPU blades and storage Blades	
	Should support built-in management software appliance in redundancy with separate management network from production network	
	Should support technology built-in to every chassis for Auto-Discovery of resources	
	Chassis should provide display port and USB port to connect Laptop/Monitor locally Keyboard and Mouse should be included with Blade Enclosure in the proposal	
	Should support linking multiple enclosures at least 4 together to form single management ring to reduce complexity and provide single console of management for connected enclosures	

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Component	Description of Requirement	Compliance
Interconnects support	Should support housing of FCoE, Ethernet, FC and SAS interconnect fabrics offering redundancy as a feature. Also, should support network switch/module with 25/50Gb downlinks and 100G uplink to DC core switch	
	Multiple Blade Enclosure, if required to be proposed for sufficient Empty Blade Server Bay, they should be Stacked using 10Gb Ethernet / DAC cable for East-West Traffic between Interconnect in each Enclosure	
	Each Proposed Enclosure Interconnect uplink for Ethernet should be configured with Minimum 6 *10/25 uplink and minimum 4 * 10Gbps Transceivers across Redundant Interconnect modules	
	Each Proposed Enclosure Interconnect uplink for FC should be configured with Minimum 2 * 16/32Gb FC along with Modules for SAN connectivity	
	Each Proposed Blade System Enclosure should be connected to Proposed SAN Storage Directly. if Multiple enclosures are required as per solution, additional pair of SAN Switches to factored.	
Converged interconnect	Redundant Interconnect modules shall be integrated within the chassis such that uplinks from the chassis can be directly connected to core LAN/SAN switches	
	Interconnect should support 50Gbps downlinks to the Blades in redundancy supporting carving of each port into at least four ports.	
	Should support at least six QSFP28 for external uplink to choose Ethernet and FC uplinks as needed	
	Should support aggregation of multiple enclosures to consolidate data center network connections, reduce hardware and to scale network bandwidth across multiple enclosures. At least 40 servers should be supported per aggregation. Layer 2 network traffic should be switched within enclosure aggregation (without using top of the rack switch)	
	When multiple chassis aggregated, switching latency between enclosures should not exceed 1.0 microsecond for Ethernet	
	Should support multi-module link aggregation (MLAG) for resiliency against interconnect failure	
Server-Server Communication	Chassis offered with redundant Switches/ Modules, Server to Server communication should be in 1:1 non-blocking	
Blade Server Interconnect to LAN/ Network	The enclosure should support network switches with at least 6* 100Gb QSP+ uplink ports, up linkable to the data center switch.	
Power Supply	The enclosure should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies proposed should support N+N redundancy for all 8 Servers proposed and Future additional 4 Servers. Blade Enclosure should support N+1 redundancy configuration, where N is greater than 1. Should offer a single-phase power subsystem enabled with	

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Component	Description of Requirement	Compliance
	technologies for lower power consumption and offering Platinum energy efficiency.	
Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics	
Warranty	7 years comprehensive warranty	
System Software	Management/controlling software must be from the OEM.	
Chassis management capabilities	In case the Chassis does not offer internal management appliance, then the same should be offered externally on a redundant server.	
	Should support activity, Health, and Power LEDs for immediate status	
	Should support software-defined intelligence and auto-discovery for configuring profiles to provision compute, storage, fabrics, and images within an enclosure or on multiple connected enclosures.	
	Should support Firmware and OS Driver updates for the servers using profile templates to monitor, flag, and remediate	
	Should offer collaborative user interface which support logical resources to physical resources mapping, Smart Search, Activity Log, HTML5 mobile access, and Customizable Dashboard	
	Should provide a dedicated 10GbE or higher management network for multi-enclosure communications, separate from data plane	
	Should support frictionless Firmware and OS Driver updates using profile templates to monitor, flag, and remediate	
	Should support reporting capabilities for 1) asset and inventory information for the devices in the enclosures 2) thermal and power information, including real-time actual power usage per server and per enclosure Reports should be exportable to csv or Microsoft Excel format	
Operating System and application image streaming capabilities	Should support redundant physical appliances to stream the Image with OS & application. Appliances should be configured with failover and high availability	
	Should support provisioning of boot/run storage volumes and deploying OS along with application	
	Should support personalizing OS per deployment plan.	
	Should support stateless operation with IP addresses assigned to bootable images	
	Should provide tools for personalization and customization of images	
Storage management	Should support generating iSCSI target for the boot/run volume	
	Should support Internal and external storage provisioning: Local/zoned direct attached storage (DAS), software-defined storage (SDS) and storage area networks (SAN)	
	Should support pooled storage capacity (at least raw storage capacity of over 600TB per chassis) zoned within an enclosure, or across multiple enclosures using software defined storage	
	Should support Storage virtualization for flexible performance tiering on highly dense, scalable storage platforms	

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Component	Description of Requirement	Compliance
	Should support SAN storage management compatibility for switched fabric, direct attached, or vSAN topologies	
	Should support SAN zoning policy customization to control zone- /alias- configuration fit with local data center standards	
	Should support private/shared storage volumes for DAS/SAN attach to server profiles/templates to enable automated and policy-driven volume provisioning	
	Should support Boot-from-SAN for Fiber Channel (FC), Fiber Channel over Ethernet (FCoE), and iSCSI storage	
Integration with virtualization and open-source software	Should support integration with popular virtualization offerings VMware vCenter and Microsoft system center	
	Should support integration with open-source automation and DevOps tools such as Chef, Docker etc.	

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A11 LAYOUT REQUIREMENTS

- Bidder to submit proposed detailed system architecture & migration plan with existing Tata Power system.

A12 PERFORMANCE REQUIREMENTS

As per the specifications mentioned in A10.

These requirements ensure the Hyper-V infrastructure is equipped for high performance, reliability, and scalability, while adhering to industry standards and supporting efficient management and monitoring capabilities.

A13 MAINTENANCE REQUIREMENTS

The Offered system should be maintenance free/minimum maintenance systems. Any maintenance required with periodicity should be clearly mentioned in the BID offer. Bidder is required to maintain critical/emergency spares at factory works required on site to attend breakdown & meet SLA criteria.

A14 TOOLS AND TACKLES FOR ERECTION AND COMMISSIONING

Bidder should clearly specify and offer any test tools required for day-to-day maintenance of the Backup infrastructure. These tools should include physical test tools and also software test tools such as network management system as applicable to the offered system. Software requirement for packet capturing & bandwidth measurement.

A15 SPARES

Bidder to consider minimum 10% spares of the offered equipment as indicated in the BOQ attached. Also bidder to consider and propose additional spares as required to maintain the system but are not part of the tentative BOM.

B1 – DATA SHEETS

NIL

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B2- Bill Of Material

S NO	Component	Minimum Specification	Qty	Unit Price	Total Price
1	Blade Servers (per node)	<ul style="list-style-type: none"> • 2 X Intel Xeon Gold processors (latest Gen) with 32 Core each processor, 2.5- 4 GHz base frequency, • 1 TB RAM (minimum, with expansion slots available) 	8		
2	Blade Chassis	<ul style="list-style-type: none"> • Support for at least 10-12 blade servers. • Integrated network switches with 10GbE connectivity. • Redundant power supplies. • Centralized management module. 	1		

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C1 - SCHEDULE OF QUANTITIES AND PRICES

Please don't submit prices under Technical Submission.
Please refer the Price Bid available in Ariba Event.

Seal of the Company

Signature

Designation

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C2. PROJECT TIME SCHEDULE

Bidder should submit the schedule for Supply and Inspection of system along with Bid documents.

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Signature

Designation

Note: The bidder shall indicate schedule of milestones and also attach/furnish a detailed bar chart identifying customer inputs.

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C3- SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

All deviations from this specification, shall be set out by the Bidders, indicating clause no and page in this schedule. Unless *specifically* mentioned in this schedule, the tender shall be deemed to conform to the purchaser’s specifications:

Sr. No.	Clause No.	Details of deviation With justifications
-----	-----	-----

We confirm that there are no deviations apart from those detailed above.

Seal of the Company

Signature

Designation

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C4- SCHEDULE OF DEVIATIONS FROM GENERAL & SPECIAL CONDITIONS OF CONTRACT

All deviations from this specification, shall be set out by the Bidders, indicating clause no and page in this schedule. Unless *specifically* mentioned in this schedule, the tender shall be deemed to conform to the purchaser’s specifications:

Sr. No.	Clause No.	Details of deviation With justifications
-----	-----	-----

We confirm that there are no deviations apart from those detailed above.

Seal of the Company

Signature

Designation

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C5- SCHEDULE OF DRAWINGS & DOCUMENT SUBMISSION

As part of the proposal, the BIDDER shall furnish the schedule of drawing/document submission in wrench (Document Management system)

Sr. No.	Title of Drawing/Document	Target Date of submission	For Information/Review/Approval	Remarks
1.0				
1.1				
1.2				
2.0				
2.1				
2.2				
3.0				
3.1				
3.2				
4.0				
4.1				
4.2				

Seal of the Company

Signature

Designation

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C6- SCHEDULE OF MANDATORY SPARES

As part of the proposal, the BIDDER shall indicate below the list of mandatory spares for five years of trouble free operation of the equipment/system offered by him.

Sr. No	Equipment tag no.	Description of spare	Material of construction	Part no	Quantity recommended per unit of equipment	Unit price	Total price	Delivery period from date of LOI	Remarks

Seal of the Company

Signature

Designation

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C7 - SCHEDULE OF SPECIAL ERECTION/MAINTENANCE TOOLS & TACKLES- NOT APPLICABLE

As part of the proposal, the BIDDER shall indicate below, the list of erection/maintenance tools(hardware ,Software, Appliances) & tackles offered by him.

Sr. No.	Description of spare	Quantity recommended per unit of equipment	Unit price	Total price	Delivery period from date of LOI	Remarks

Seal of the Company

Signature

Designation

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C8 - SCHEDULE OF PLACES OF MANUFACTURE, TESTS AND INSPECTION

For major equipment / systems, the Bidder shall indicate the name of the Manufacturer / Subcontractor and place of test and inspection.

ITEM OF EQUIPMENT	Manufacturer / SUBCONTRACTOR	PLACE OF TESTING & INSPECTION

Seal of the Company

Signature

Designation

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C9- SCHEDULE OF RECOMMENDED SPARES- NOT APPLICABLE

As part of the proposal, the BIDDER shall indicate below the list of recommended spares for Fiveyears of trouble free operation of the equipment/system offered by him.

Sr. No	Equipment tag no.	Description of spare	Material of construction	Part no	Quantity recommended per unit of equipment	Unit price	Total price	Delivery period from date of LOI	Remarks

Seal of the Company

Signature

Designation

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D- DRAWINGS AND DOCUMENTS

D1 TENDER PURPOSE

D2 AFTER AWARD OF CONTRACT

All the drawings and documents in PDF & PPT Format.

ANNEXURE III

Schedule of Deviations

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

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

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

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

Seal of the Bidder:

Signature:

Name:

ANNEXURE IV

Schedule of Commercial Specifications

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

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

ANNEXURE V

Checklist of all the documents to be submitted with the Bid

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

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

ANNEXURE VI

Acceptance Form for Participation In Reverse Auction Event

(To be signed and stamped by the bidder)

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

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

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

Signature & Seal of the Bidder



RFQ No.:

NIT No.: CC25SAS033

ANNEXURE VII

Scope of Work & Service Level Agreement

CONFIDENTIAL



RFQ No.:

NIT No.: CC25SAS033

ANNEXURE VIII
Inspection Test Plan

NA

CONFIDENTIAL



RFQ No.:

NIT No.: CC25SAS033

Annexure IX
General Conditions of Contract

CONFIDENTIAL

The Tata Power Company Limited is hereunder referred to as the "Purchaser" or "Company". The person, firm or company selling the goods, the subject of this purchase order is referred to as "Vendor" or "Contractor". The subject of this purchase order is hereinafter referred to as the "Material(s)" or "Goods".

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

1. Purchase Order (with 'Commercial Notes' and Annexures to the Purchase Order referred thereon)
2. Technical Specifications.
3. General Terms & Conditions

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.

1. Price:

Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason till the validity of this Contract.

Unless otherwise specifically stipulated, the price shall be inclusive of road/ rail worthy water-proof packing & forwarding charges up to effecting delivery at FOT/ FOR despatch point, GST and shall also be inclusive of inland freight, terminal taxes and entry taxes as leviable on the transportation or entry of goods into any local area limits pursuant to the Contract.

2. Taxes and Duties:

- 2.1 The Contract Price shall be inclusive of all taxes, duties, including but not limited to GST or any local taxes, levies imposed by State/Central/Local governments
- 2.2 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
- 2.3 However the payment of GST or local levies shall be restricted to the total amount as indicated in the price schedule.
- 2.4 Any duties, levies or taxes not mentioned in Contract Price or Price Schedule but applicable as per any statute (s) shall be deemed to be

Rev. date: 25 July 2017

included in the Contract price and shall be to the account of the Contractor.

- 2.5 Any statutory variation in duties, levies or taxes if applicable and specified in this Contract till the scheduled date for supply of Goods and limited to direct invoices of the Contractor shall be to the account of Purchaser. 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 supply of goods to claim the difference.
- 2.6 The Contractor shall pass on to the Purchaser 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.
- 2.7 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.
- 2.8 For facilitating availment of a credit, set-off, rebate, drawback or like benefit available to the Purchaser, the Contractor will facilitate the Purchaser by providing the necessary documentary and/or procedural support. In any process of assessment or re-assessment, of taxes payable by the Purchaser. Wherever expressly agreed the purchaser would provide the statutory form 'C' to the seller for availing the concessional rate of Central sales tax.
- 2.9 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.
- 2.10 Purchaser shall pay the invoices to the Vendor after necessary deductions as prescribed under the applicable law, income - tax or other

deductions under the State Tax laws as may be applicable to the Contract.

3 Packing details:

Packing details: The material must be packed in suitable packing to suit the mode of transport and to ensure its safe receipt at point of delivery. Any damage to material noticed at the time of delivery at site, due to improper packing or any other reason whatsoever shall be the responsibility of the Vendor. Such damaged goods shall be replaced within 14 days from intimation from the Purchaser.

4 Transportation and Unloading at Site:

The Vendor shall deliver the Material(s) at site/ Stores as per the delivery address specified in the Purchase order. The unloading at delivery shall be organised by the Purchaser unless otherwise specified. The receipt of the material/ equipment is subject to inspection and rejection if Material(s) is found unsatisfactory or any of the clauses under this purchase order are violated.

5 Insurance:

Unless otherwise specified, Purchaser will be responsible to obtain transit insurance for the Material(s). The Vendor shall intimate the Order Manager (as mentioned in the Purchase Order) along with Invoice, packing list, the Railway Receipt/Truck or Lorry Receipt etc. immediately after the consignment is booked, at the e-mail id mentioned in the Purchase order.

6 Payment Terms:

100% payment shall be made within 60 days from the receipt and acceptance of the material at the Consignee Stores/ Site/ Location as per the Contractual terms and conditions herein.

7 Bills and invoice:

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.

8 Transfer of Title and risk:

The transfer of property and risk of Material(s) shall be deemed to take place as follows:

a. For delivery F.O.R. or F.O.T. despatch point: Transfer of property on handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to Purchaser. However, the risk of loss shall pass to the Purchaser on delivery of goods at the specified destination.

b. In case the Material(s) are procured by the Vendor from sub-vendors on receipt of duly endorsed documents of title to the goods.

9 Contract Performance Bank Guarantee (In case applicable):

9.1 The Vendor shall within 15 days of issue of this Purchase Order furnish an unconditional irrevocable bank guarantee duly stamped and strictly as per the prescribed format of the Purchaser from any nationalized bank or any scheduled bank having a branch in Mumbai and approved by the Purchaser for a sum equivalent to 10% of the Total value of Order valid for a period not less than 6 months from the expiry of the Warranty period.

9.2 Irrespective of the performance demonstrated as part of the Factory Acceptance Tests Take-over tests / Performance Tests etc, the Purchaser may call for re-validation of performance of the system during the performance guarantee period by conducting fresh performance tests if in its opinion, the

system is not able to deliver the designed performances based on its operational performance results. If the equipment fails to prove the performance during such performance tests, the Purchaser may allow the Vendor to either rectify the system by addition / modification of equipment etc at the Vendor's costs & risk to restore the performance levels. Failure to rectify the system to achieve the designed performance levels may result in imposition of penalties including revocation of the Performance Bank Guarantee and forfeiture of the entire amount under the Performance Guarantee.

- 9.3 In case the Vendor fails to furnish the requisite Bank Guarantee as stipulated above, then the Company shall have the option to terminate the contract besides other contractual remedies.

10 Price reduction:

- 10.1 The Vendor agrees that time of supply of Material(s) is of prime importance. If the Vendor fails to supply Material(s) before the respective scheduled / fixed date for supply. Company may without prejudice to any other right or remedy available to the Company: -

10.1.1 Recover from the Vendor ascertained and agreed, genuine pre-estimate liquidated damages, and not by way of penalty, a sum equivalent to 1% (of total value of order) per week or part thereof for each week's delay, beyond the scheduled supply date each subject to maximum of 10% of the total order value, even though the Company may accept delay in supply after the expiry of the scheduled supply date. The Company may, at its discretion, set off the aforesaid amounts from any other amounts owed by the Company to the Vendor or recover such amounts in other manner as may be permissible under applicable laws.

10.1.2 Arrange to get supply from elsewhere on account and at the sole risk of the Vendor, such decision of the Company being final and binding on the Vendor; or

10.1.3 Terminate the contract or a portion of supply of the supply work thereof, and if so desired, arrange for the supply in default by the Vendor to be attained from elsewhere at the sole risks and costs of the Vendor.

10.2 Liquidated damages for performance shortfall (if applicable) shall be specified in the Technical Specifications.

10.3 The Liquidated Damages referred in this clause 10 may be recovered by the Company from the Vendor as set off against any monies owed by the Company to the Vendor or in any other manner permissible under applicable laws.

11 Warranties:

11.1 Materials and Workmanship: Vendor shall fully warrant that all the stores, equipment and component supplied under the order shall be new and of first class quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).

11.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the Material(s) or any portion thereof as the case may be have been commissioned or for 24 months from the date of delivery, whichever period concludes earlier. Purchaser shall inform Vendor and Vendor shall immediately on receipt of such intimation, depute their personnel within 7 days to investigate the causes of defects and arrange rectification/ replacement/modification of the defective equipment at site, without any cost to Purchaser within a reasonable period. If the Vendor fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, Purchaser shall be free to take such corrective action as may be deemed necessary at Vendor's risk and cost after giving notice to the Vendor, including arranging supply of the Goods from elsewhere at the sole risk and cost of the Vendor.

11.3 In case defects are of such nature that equipment shall have to be taken to Vendor's work for rectification etc., Vendor shall take the equipment at his costs after giving necessary undertaking or security as may be required by Purchaser. After repair Vendor shall deliver the equipment at site on freight paid basis. Any taxes applicable in relation to this repair shall be to the Vendor's account. All risks in transit to and fro shall be borne by the Vendor.

11.4 Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

12 Quality, Testing, inspection, installation:

12.1 All Material(s) supplied under this Contract shall be new and unused.

- 12.2 Wherever a specific Quality Assurance Plan is provided with the Request for Quotation (RFQ) or agreed as part of the commercial/ technical discussions, the same shall be binding on the Vendor.
- 12.3 The material shall be inspected
- a. At consignee end by Purchaser.
 - b. At factory premise of the Vendor/ sub-vendor by Purchaser or third party duly nominated by Purchaser. The Vendor shall extend all necessary co-operation to Purchaser/ third party inspector carrying out the inspection. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 12.4 The Vendor will inform Purchaser at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/ its sub-Suppliers works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 12.5 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy Purchaser that the Material(s) and the parts and components comply with the requirements of the Contract.
- 12.6 *All costs associated with the inspection shall be included in cost of Material(s).*
- 12.7 Original material test certificate/ performance test certificate/ fitment certificate/ test reports etc. relevant/ applicable as per the specifications/ standards shall be dispatched along with the material supply failing which the material may be rejected.
- 13 Rejection:**
- 13.1 Rejected goods shall be removed and replaced within 14 days of the date of communication of rejection.
- 13.2 Claim in respect of breakage/shortages in any cases shall be referred on the Vendor within ninety (90) days from the date of receipt of Goods by the Purchaser which shall be replaced/made good by the Vendor at his own cost. All risk of loss or damage to the material shall be upon the Vendor till it is delivered to the purchaser/consignee.
- 14 General Indemnity:**
- The Vendor shall indemnify and keep the Purchaser 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, performance of the obligations hereunder, or any representation or misrepresentation made by the Vendor or any third party with regard to the subject of this Contract.
- 15 Indemnity against IPR:**
- The equipment, system, drawings, and other materials that shall be supplied against the order will become the Purchaser's property. Without limitation of any liability of whatsoever nature, the Purchaser 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 Vendor. 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 Vendor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by the Vendor to the Purchaser under the Purchase Order. The Indemnity shall cover any claim/action taken by a third party either directly against the Purchaser or any claim/action made against the Vendor & 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 Purchaser in relation to the Purchase Order.

16 Latent Defects Liability period (if applicable):

Notwithstanding the inspections, acceptance tests, quality checks etc carried out by the Vendor and witnessed/accepted by the Purchaser, the Vendor shall further warrant the equipment for any latent defects in its design, material or workmanship against the specifications set forth and shall make good any such defects by way of repair or replacement of the part or whole of the defective product at its own cost & risks as and when such latent defects are observed and intimated by the Purchaser and intimated to the Vendor within 36 months of completion of warranty period.

17 Force Majeure:

- 17.1 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.
- 17.2 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.
- 17.3 During the period, the obligations of the parties are suspended by force majeure, the contractor shall not be entitled to payment of any rate.
- 17.4 In the event of the force majeure conditions continuing or reasonably expected to continue for a period more than thirty (30) days, Purchaser shall have the option of terminating the contract by giving seven (7) days notice thereof to the contractor.

18 Variation:

Except for any provisions in this Purchase Order, any change /modification to the terms and conditions of this Order can be issued only by Purchaser or with the prior written approval from Purchaser.

19 Termination

- 19.1 The Contract shall be deemed to be terminated on completion of delivery of Material(s)
- 19.2 Termination of Default by Vendor:
Purchaser may terminate the contract at any time if the Vendor fails to carry out any of his obligations including timely delivery under this Contract. Prior to termination, the Vendor 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 Vendor fails to bring about the improvement to the satisfaction of the Purchaser, then the order shall be terminated.
- 19.3 Without prejudice to the rights and remedies available to Purchaser, Purchaser may terminate the Contract or part thereof with immediate effect with written notice to the Vendor if,:
- 19.3.1 The Vendor becomes bankrupt or goes into liquidation.
- 19.3.2 The Vendor makes a general assignment for the benefit of creditors.
- 19.3.3 A receiver is appointed for any substantial property owned by the Vendor.
- 19.3.4 The Vendor has misrepresented to Purchaser, acting on which misrepresentation Purchaser has placed the Purchase Order on the Vendor.

The Vendor/ Contractor shall not be entitled to any further payment under the Contract if the Contract is terminated. If the order is terminated under clause 19.2 and 19.3, the Vendor shall not be entitled to any further payment, except that, if Purchaser completes the supply of Material(s) and the costs of completion are less than the Total Order value, the Purchaser shall pay Vendor an amount properly allocable to supply of Material(s) fully performed by Vendor prior to termination for which payment was not made to Vendor. In case, the cost of completion of Material(s) exceed the total Order value, the additional cost incurred by Purchaser for such completion shall be paid by the Vendor.

19.4 Purchaser 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:

- 19.4.1 cease all further work, except for such work as may be necessary and instructed by the Company/ Company's representative for the purpose of protecting those parts of the supplies already manufactured;
- 19.4.2 stop all further sub-contracting or purchasing activity, and terminate Sub-contracts;
- 19.4.3 handover all Documents, equipment, materials and spares relating to the supply of goods prepared 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
- 19.4.4 handover those parts of the supplies manufactured by the Contractor up to the date of termination.

Upon termination pursuant to clause 19.4, the Vendor shall be entitled to be paid the full value on the Material(s) delivered in accordance with the Contract.

19.5 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.

20 Sub letting and assignment:

The contractor shall not without prior consent in writing of the Purchaser, 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.

21 Dispute Resolution:

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.

22 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.

23 Jurisdiction

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

24 Limitation of Liability

Notwithstanding anything contained in the Contract, the Contractor's aggregate liability under this Contract shall be limited 100% of the Total order value. This shall however, exclude liability arising pursuant to clause 2.8- tax indemnity, clause 14- General Indemnity, clause 15- Indemnity against IPR, clause 25 – Confidentiality and liabilities arising due to wilful misconduct, gross negligence, third party claims and corrupt acts attributable to the Vendor.

25 Confidentiality:

The Vendor shall use the Confidential Information of the Purchaser only in furtherance of this Contract and shall not transfer or otherwise disclose the Confidential Information to any third party. The Vendor 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.

26 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 Purchase Order.

27 New Legislation (The Micro, Small and Medium Enterprise Development Act 2006)

- a. This Act has been enacted and made effective from 2nd October 2006. The Interest on Delayed Payments to Small Scale and Ancillary Industrial Undertaking Act, 1993 is repealed.
- b. Vendor is requested to inform the purchaser if vendor fall under The Micro, Small and Medium Enterprises Development Act, 2006 legislation and provide the purchaser, registration number and date to enable purchaser to take necessary care. The vendors are also requested to mention the same on their invoice / bill.

28 Relation between parties:

The Purchase Order shall be entered into on a principal-to-principal basis only. The Purchase order 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 Vendor 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.

29 Environment / ISO 14001 Certification:

The Vendor to confirm whether their organization is ISO 14001 certified. If not, the Vendor 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 Vendor 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 Vendor 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 Tata Code of Conduct

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

31 Responsible Supply Chain Management:

The Purchaser is committed for a cleaner environment and respect of Human rights through its Responsible Supply Chain Management policy. The Vendor is required to comply with all the environment & Human rights related laws, including emission norms, Labour and environmental regulations. The Purchaser 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 Vendor is required to abide by the Tata Power Corporate Environment policy, Energy Conservation and Corporate Sustainability Policy.

A copy of the Responsible Supply Chain Management 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>.

Vendor/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.

32 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.

33 Vendor Feedback:

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

respect to the said factors will be taken into consideration for future business.

34 Non-Waiver:

Failure of Purchaser 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 Vendor 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 Vendor and shall not be deemed a waiver of any right of Purchaser 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 Purchaser or its representative(s) act as waiver of the terms hereof.

35 Repeat Order:

Purchaser may place the repeat order for 100% of ordered quantities within a span of 6 months from the date of issue of this Purchase Order & Vendor shall execute it at same rates, terms and conditions.

36 Severability

If any provision of this Contract is invalid, unenforceable or prohibited by law, this Contract shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Contract shall be valid, binding and of like effect as though such provision was not included herein.

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

ANNEXURE X

Manufacturers Authorization Form

Date:

Tender Enquiry No.:

To,

HoD (Procurement & Contracts)
Tata Power Company Limited,
2nd Floor, Sahar Receiving Station,
Sahar Airport Road,
Andheri East,
Mumbai-400059

Sir,

WHEREAS M/s. [name of OEM], who are official manufacturers of having factories at [address of OEM] do hereby authorize M/s [name of bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Special Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s [name of OEM] shall provide standard warranty on the materials supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract issued to their channel partner against this tender enquiry.

Yours Sincerely,

For

Authorized Signatory