

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC25DDM035</i>		<i>Document Date: 31<sup>st</sup> Mar 2025</i>

### **CORRIGENDUM**

**Corrigendum to Notice Inviting Tender for “Supply & Commissioning of 2 X 10kVA UPS at Salsette and Kolshet RS” dated 11<sup>th</sup> Mar 2025.**

**Package Details:**

**The Tata Power Company Limited Invites Tenders** through E-Tender Two-Part Bidding Process from interested bidders for the following Works: -

**Supply & Commissioning of 2 X 10kVA UPS at Salsette and Kolshet RS (Tender Ref No. CC25DDM035)**

Vide this corrigendum, Last day for participation in this tender by paying Tender fees is extended till 1500 hrs of 7<sup>th</sup> April 2025.

Interested bidders having executed similar work can participate by paying the tender fees and submission authorization letter on or before 1500 hrs of Monday, 7<sup>th</sup> April 2025.

Please note that, the bidders who have already participated in the Tender shall be retained as participant” & they shall not be required to participate again by submitting the Tender Fee of INR 2,000 /-.

**Tender document with above changes is produced as below from Page 2 onwards.**

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC25DDM035*

*Document Date: 31st March 2025*

## **OPEN TENDER NOTIFICATION**

**FOR**

### **Supply and commissioning of 2 X 10 kVA UPS at Salsette & Kolshet RS**

**Tender Enquiry No: CC25DDM035**  
**(Please note this reference number must be quoted in all  
submission pertaining to this tender)**

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

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

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**Procedure for Participating in Tender**

<b>Tender Enquiry No.</b>	<b>Work Description</b>	<b>EMD (Rs.)</b>	<b>Tender Participation Fee</b>	<b>Last date and time for Payment of Tender Participation Fee*</b>	<b>Last date and time for bid submission</b>
CC25DDM035	Supply and commissioning of 2 X 10 kVA UPS at Salsette & Kolshet RS	60,000/-	Rs. 2000/-	07 <sup>th</sup> April' 2025 1500 Hrs	Shall be informed separately through ARIBA portal to authorized personnel of bidder participating in tender.

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

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

1. Interested Vendors to refer to the Section C of the tender (Prequalification criteria).
2. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating
  - a. Tender Enquiry number
  - b. Name of authorized person
  - c. Contact number
  - d. e-mail id
  - e. Details of submission of Tender Participation Fee

3. Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of Direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference number –

Beneficiary Name – The Tata Power Co. Ltd.

Bank Name – HDFC Bank Ltd.

Branch Name – Fort Branch, Mumbai

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

Branch Code – 60

Bank & Branch Code – 400240015

Account No – 00600110000763

Account type – CC

IFSC Code – HDFC0000060

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

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

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

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

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

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

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

### CONTENTS OF THE ENQUIRY

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\*\_To be submitted in editable excel format

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## Section A: Tender Notice including Instruction to Bidders

### 1. Tender Details

#### 1.1 Key Tender Specific Details

<b>Reference Number</b>	<b>CC25DDM035</b>
<b>Description</b>	<b>Supply and commissioning of 2 X 10 kVA UPS at Salsette &amp; Kolshet RS</b>
<b>Type of Tender</b>	<b>Confirmatory PO</b>
<b>Period</b>	<b>Till the completion of Contract</b>
<b>Tender Fee</b>	<b>Rs 2,000/-</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs 60,000 /- Rs. Sixty Thousand only. PLEASE NOTE THAT IT IS MANDATORY TO SUBMIT EMD IN BANK GUARANTEE FORMAT ONLY</b>
<b>Price Basis</b>	<b>Firm Price</b>
<b>Executive Handling this Tender*</b>	Name: Ms. Dakshata Mhamunkar Contact No.: 9833724409 E-Mail ID: <a href="mailto:dakshata.mhamunkar@tatapower.com">dakshata.mhamunkar@tatapower.com</a>

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

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## 1.2 Calendar of Events

(a)	Access to Tender Documents through Tata Power website	11th March 2025 1500 hrs onwards
(b)	Last date and time for Payment of Tender Participation Fee to get e-tender link for bid submission*	Till 7 <sup>th</sup> April'2025 1500 Hrs.
(c)	Date & Time of Site visit/Pre-Bid Meeting.	Shall be informed separately through ARIBA portal to authorized personnel of bidder participating in tender
(d)	Last Date of receipt of pre-bid queries, if any.	Same as above.
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	Same as above.
(f)	Last date and time of receipt of Bids	Same as above.

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

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

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

## 1.3 Mandatory documents required along with the Bid

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

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

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

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Checklist of Document Submission

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

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

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#### **1.4 Deviation from Tender**

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

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

#### **1.5 Right of Acceptance/Rejection**

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

1.5.2 Mandatory Documents as listed in 1.3 above

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

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

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

#### **1.6 Qualification Criteria**

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

#### **1.7 Pre-Bid Queries**

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

#### **1.8 Marketing Integrity**

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

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

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### 1.9 Supplier Confidentiality

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

## 2. Evaluation Criteria

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

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

### 2.1 Price Variation Clause and Cap:

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

## 3. Submission of Bid Documents

### 3.1 Bid Submission

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EMD BID –  
 "Please mention Tender Reference No"**

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

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The bid shall be addressed to:

Head - Procurement  
The Tata Power Company Limited (Tata Power),  
Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station,  
Near Hotel Leela, Sahar Airport Road, Andheri (E), Mumbai 400 059.

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

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and Tata Power, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

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

**SIGNING OF BID DOCUMENTS:**

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

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

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

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

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

**3.2 Contact Information**

**Communication Details: Detailed in 1.1**

**3.3 Bid Prices**

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

The quantity breakup shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule, but which are required to complete the job as per the Technical

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Specifications/ Scope of Work/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

### 3.4 Bid Currencies

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

### 3.5 Period of Validity of Bids

Bids shall remain valid for **180 days** from the due date of submission of the bid.  
Price submitted as part of E-auction / Negotiation shall remain valid for **90 days** from date of E-auction / Negotiation.  
Notwithstanding clause above, Tata Power may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.

### 3.6 Alternative Bids

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

### 3.7 Modifications and Withdrawal of Bids

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

### 3.8 Earnest Money Deposit (EMD)

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

The EMD shall be in following form:

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

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

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

**Or**

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

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

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## **4. Bid Opening & Evaluation process**

### **4.1 Process to be confidential**

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

### **4.2 Technical Bid Opening**

Bids will be opened at Corporate Office of Tata Power as per our standard Process. The bids shall be opened internally by Tata Power. Technical bid must not contain any cost information whatsoever.

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

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

### **4.3 Preliminary Examination of Bids/Responsiveness**

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

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

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

### **4.4 Techno Commercial Clarifications**

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

### **4.5 Price Bid Opening**

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

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

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price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

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

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

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

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

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

### **5.0 Award Decision**

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

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

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

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

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

and conditions of Rate Contract / Outline Agreement. Purchaser shall be entitled at its discretion to place firm order for such supplies on "As and When Required Basis" without minimum take-off guarantee.

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

### 6.0 Order of Preference/Contradiction:

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

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

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

### 7.0 Ethics

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

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

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

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

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## **B . Pre-bid queries Submission Formats**

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<b>B.1 Technical Pre-Bid Query</b>
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**FORMAT B.1****Format for Technical Pre-Bid Queries****Tender No :****Package Name :**

**Bidder :** The said format to be used only for Technical Pre-Bid Query. Any Commercial Query has to be strictly in Format B2 Format for Commercial Pre-Bid Query and sent separately format to be used for query regarding Technical Pre-Qualification Requirement, Safety Pre-Qualification Requirement, Technical Set of Document

**Note :** **Pre-Bid Query has to be sent in editable Excel file format only**

**Pre-Bid Query has to be sent through e-mail in Tata Power E-Tender System**

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



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## **C. Pre-qualification Requirement and Submission Format**

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Bidders Pre-qualifying Requirements for UPS \_

Sr no	Parameter	Tata Power Requirement	Documents To be submitted by Bidder to meet Pre-qualification requirement
1	Infrastructure	Bidder must be an OEM of UPS with manufacturing facility in India	Self-undertaking to be submitted in this regard. Tata Power reserves the right to inspect the said manufacturing facility as a proof of compliance to this parameter.
2	Supply and Experience	<p>Bidder shall have supplied 50 no's of 10 kVA or above UPS systems with parallel redundant operation &amp; SERVO Voltage stabilizer with static by pass switch in last two years as on date of bid submission. Out of which at least 25 numbers shall be in successful operation for more than Two (2) years as on date of bid submission.</p> <p>"In case the bidder has a previous association with Tata Power for similar products and services, the performance feedback for that bidder by Tata Power shall only be considered irrespective of performance certificates issued by any other organization. Technical performance, delivery timelines, service and support records of past executed projects in Tata Power will be considered for technical evaluation of bidder."</p> <p>Indian Subsidiaries of global companies having plant in India are also eligible to bid if the qualification requirements stated above are met independently or in combination with the parent company. Declaration from parent company needs to be submitted.</p>	<p>Supply List &amp; Performance Certificates from the utilities/ clients</p> <p>Self-undertaking to be submitted In this regard. TATA Power reserves the right to inspect the said manufacturing facility as a proof of compliance to this parameter.</p>
3	Type Test	<p>The bidder shall submit Type test reports obtained from NABU International Accredited Lab for the equipment/ material offered. The type tests should have been conducted on the equipment/ material manufactured at the same manufacturing Plant/s from the same design.</p> <p>The type tests should have been conducted within 5 years prior to the date of bid opening.</p> <p>Time period for type test may be extended by another 5 years as a special case, if there is no change in design / material of construction (MOC).</p> <p>In case the type test reports furnished are not for the quoted equipment / material but for the equipment / material with higher voltage class and/or different capacity, then type test shall be carried out for the offered equipment / material from NABL / international Accredited Lab without any cost implication to without any cost implication to the owner and the Type Test reports shall be Submitted before dispatch of the equipment/ material.</p>	<p>Type Test Report.</p> <p>Undertaking that there is no change in design / material of construction (MOC) if Type Test Report older than 5 years but less than 10 years prior to date of bid opening has to be considered (if applicable)</p> <p>Undertaking that type test shall be carried out for the offered equipment / material from NABL / international Accredited Lab without any cost implication to the owner and the Type Test reports shall be submitted before dispatch of the equipment / material, in case type test reports furnished are not for the quoted equipment/material but for the equipment/ material with higher voltage class and/or different capacity, (if applicable)</p>
4	Commercial Capability	Bidder should have minimum Average Annual Turn-over of Rs.100 Lakhs (Indian hundred Lakhs) during the last three financial years.	Copy of audited Balance Sheet and P&L Account to be submitted in this regard. UDIN shall be mentioned on P & L statement.

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## **D. Commercial Set of Documents / Format**

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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

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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](mailto: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](mailto: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
<b>Organization</b>			
1	Does your Company have Sustainability Policy at Organization Level? If Yes, Please attach		
2	Do you have sustainable procurement policy in place for your own suppliers? If Yes, Please attach		
3	Does your company do regular assessment of its suppliers on ESG parameters?		
4	Are there ESG risks, or negative impacts identified in your supply chain		
<b>Governance</b>			
1	Is diversity taken into consideration when appointing board members/ senior management? Do you have an independent director/s?		
2	Has your company taken initiatives to ensure ethical practices at workplace? Please share the details, Policies etc.		
3	Does your company have a formal process to address data security or privacy issues? Please share the details, Policies etc.		
4	Does your company have grievance mechanism for stakeholder issues and track resolution?		
<b>Environment/ Planet</b>			
1	Does your company have Environmental Policy? If Yes, Please attach		
2	Do you have a formal process for waste management including solid wastes, liquid wastes and hazardous waste?		
3	Does your company track greenhouse gas emission? Also, what percentage of own consumption comes from the renewable energy?		
4	Does your company have a formal process for water management including monitoring of water consumption and withdrawals, and if applicable, pretreatment of wastewater?		
<b>Green Technology/ Innovation</b>			
1	Are your facility/ Product/ Services provided by you is based on green design, green production, green packaging or green logistics considerations? Please elaborate.		
2	Do your products or services have any environmental or social features or benefits (e.g. environmental/energy certification, ecolabels, fair trade certification, etc.)?		
<b>Social/ People</b>			
1	Does you facility/ Company have written personnel policies in place Are you an equal opportunity employer?		
2	Please describe any formal programme / campaign in place to promote company involvement with the community (volunteering, etc.). What is the percentage of profit spend on community activities?		
3	Does your company have a written Health & Safety Policy or Program? If Yes, Please attach		
<b>Certifications: Does your company have following certifications (valid till date-please mention validity)</b>			
1	ISO9001 accreditation		
2	SA8000 or equivalent		
3	ISO 14001 certification		
4	ISO 18001/45001 or equivalent		
5	ISO/IEC 27001 or equivalent		
6	Any Other (Please specify)		

Signature

Business Associate Name

## **ANNEXURE-II**

## CORPORATE SUSTAINABILITY POLICY

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

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

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



(Praveer Sinha)  
CEO & Managing Director

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



## **Special Terms and Conditions**

### **Item No D.2**

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

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

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

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

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

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

### 3. Compliance of Local Laws:

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

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

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

### 4. Owner's Obligation:

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

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

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

- 5.1 The Contractor shall engage appropriately qualified persons to provide the services with the prior approval of Owner. Owner may withhold such approval for any reason whatsoever.
- 5.2 The Contractor hereby represents and warrants that:
  - i) the personnel are duly qualified, and are, and will remain, sufficiently qualified, careful, skilful, diligent and efficient to provide the services to Owner; and
  - ii) the Services will be rendered carefully, skilfully, diligently and efficiently, and to the professional standard reasonably expected by Owner of a contractor qualified and experienced in providing services substantially the same as the Services.
- 5.3 The Contractor must ensure that the Contractor's personnel conduct themselves in a proper manner and comply with the procedures and all policies, regulations and directives of Owner including any occupational, health and safety policies and the relevant prevailing laws and regulations in the Country of operations and specifically in the area where Work is being executed.
- 5.4 Owner may inform the Contractor to immediately remove Contractor's personnel from the relevant premises in the event of misconduct or incompetence on the part of the Personnel. The Contractor shall at all times remain liable for all acts and/or omissions of its Personnel.
- 5.5 It is made clear that no relationship of Owner and employee is created between Owner and the Contractor's resident engineers, employees and no claim for employment of any such personnel shall be tenable or entertained.

### 6. Title of Property:

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

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

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

**7. Work Completion schedule:**

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

**8. Contract Price and Payment:**

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

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

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

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

Rev. date: 25 Jul 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **12. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20. Governing Laws

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

## 21. Jurisdiction

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

## 22. Dispute settlement:

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

## 23. Force majeure:

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

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

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

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

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

## 24. Sub letting and Assignment

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

## 25. Limitation of Liability:

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

## 26. Confidentiality:

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

**27. Termination:**

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

**28. Consequential Damages:**

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

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

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

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

### **30. Non-Exclusive Agreement**

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

### **31. Severability**

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

### **32. Housekeeping & Removal of scrap:**

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

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

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

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

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

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

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

### **33. Tata Code of Conduct**

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

### **34. Responsible Supply Chain Management:**

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

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

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

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

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

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

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

**35. Vendor rating:**

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

**36. Vendor Feedback:**

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

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

**37. Non-Waiver:**

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

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

# **ESG FRAMEWORK FOR BUSINESS ASSOCIATES**

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

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

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

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

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

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

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

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

### **Responsible Supply Chain Management:**

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

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

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

The BA is expected to:

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

#### **Waste Disposal:**

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

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

#### **Water Management:**

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

**Compliance to Law:**

The BA shall adhere to responsible business practices and comply with the provision of all the Statutory Acts Applicable. Special attention of the BA is drawn towards the compliance of provision of the following 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
<b>Organization</b>			
1	Does your Company have Sustainability Policy at Organization Level? If Yes, Please attach		
2	Do you have sustainable procurement policy in place for your own suppliers? If Yes, Please attach		
3	Does your company do regular assessment of its suppliers on ESG parameters?		
4	Are there ESG risks, or negative impacts identified in your supply chain		
<b>Governance</b>			
1	Is diversity taken into consideration when appointing board members/ senior management? Do you have an independent director/s?		
2	Has your company taken initiatives to ensure ethical practices at workplace? Please share the details, Policies etc.		
3	Does your company have a formal process to address data security or privacy issues? Please share the details, Policies etc.		
4	Does your company have grievance mechanism for stakeholder issues and track resolution?		
<b>Environment/ Planet</b>			
1	Does your company have Environmental Policy? If Yes, Please attach		
2	Do you have a formal process for waste management including solid wastes, liquid wastes and hazardous waste?		
3	Does your company track greenhouse gas emission? Also, what percentage of own consumption comes from the renewable energy?		
4	Does your company have a formal process for water management including monitoring of water consumption and withdrawals, and if applicable, pretreatment of wastewater?		
<b>Green Technology/ Innovation</b>			
1	Are your facility/ Product/ Services provided by you is based on green design, green production, green packaging or green logistics considerations? Please elaborate.		
2	Do your products or services have any environmental or social features or benefits (e.g. environmental/energy certification, ecolabels, fair trade certification, etc.)?		
<b>Social/ People</b>			
1	Does you facility/ Company have written personnel policies in place Are you an equal opportunity employer?		
2	Please describe any formal programme / campaign in place to promote company involvement with the community (volunteering, etc.). What is the percentage of profit spend on community activities?		
3	Does your company have a written Health & Safety Policy or Program? If Yes, Please attach		
<b>Certifications: Does your company have following certifications (valid till date-please mention validity)</b>			
1	ISO9001 accreditation		
2	SA8000 or equivalent		
3	ISO 14001 certification		
4	ISO 18001/45001 or equivalent		
5	ISO/IEC 27001 or equivalent		
6	Any Other (Please specify)		

Signature

Business Associate Name

## **ANNEXURE-II**

## CORPORATE SUSTAINABILITY POLICY

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

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

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



(Praveer Sinha)  
CEO & Managing Director

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



## **Supplier Code of Conduct**

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

### **Do’s**

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

### **Don’ts**

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

### **Reporting Violations**

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

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

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

Tender Ref No CC25DDM035 PROCUREMENT OF 2 X 10kVA UPS AT SALSETTE & KOLSHET RS		SHEET 1 OF 3
	<b>D.4 SPECIAL CONDITIONS OF CONTRACT</b>	

Sr. No.	TOPIC	PRINCIPLES OF TERMS & CONDITIONS
1	GENERAL	<p>The following <b>Special Conditions of Contract (SCC)</b> shall supplement the General Terms and Conditions - Supply &amp; General Terms and conditions- Services.</p> <p>Wherever there is a conflict, the provisions herein shall prevail over those in the "General Terms and Conditions – Supply" &amp; "General Terms and Conditions – Service".</p>
2	CONTRACT PRICE AND CONTRACT STRUCTURE	<p>The Price Bid shall remain valid for <b>180 days</b> from the due date of submission of the bid. Price submitted as part of E-auction / Negotiation shall remain valid for <b>90 days</b> from date of E-auction / Negotiation.</p> <p>Notwithstanding clause above, Tata Power may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing</p> <p>Bidders to quote for the package on Firm Price basis. The prices and unit rates shall remain firm and fixed till the completion and no price variation is applicable.</p>
3	COMMENCEMENT / EFFECTIVE DATE (Note: It is to be noted that commencement date, effective date and notice to proceed are one and the same.)	<p>The bidder will commence work / manufacturing of equipment on issue of Letter of Award (LOA) / Firm Purchase Order by TATA POWER and notice to proceed by the Order Manager.</p> <p>No equipment shall be delivered without specific dispatch clearance from project Manager TATA POWER.</p>
4	CONTRACT PERFORMANCE BANK GUARANTEE	<p>This is further to the General Terms &amp; Conditions – Supply Clause 9.0</p> <p>Successful bidder shall submit CPBG cum PBG for 10% of Contract Value in format specified by Tata Power within 15 days after placement of confirmed Purchase Order. This CPBG cum PBG shall be valid till warranty period with additional claim period of 6 months.</p>
5	TERMS OF PAYMENT	<p>This is further to General Terms &amp; Conditions – Supply Cl. 6.0. &amp; General Terms and conditions-Services Cl 8.0;</p> <p>A. No Advance Payment shall be made.</p> <p>B. Payment Terms shall be as follows:</p>

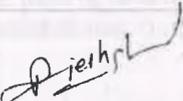
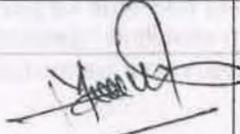
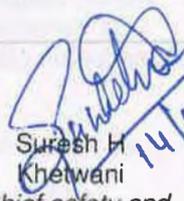
<b>Tender Ref No CC25DDM035          PROCUREMENT OF 2 X 10kVA UPS          AT SALSETTE &amp; KOLSHET RS</b>		<b>D.4 SPECIAL CONDITIONS OF          CONTRACT</b>	SHEET 2 OF 3

		<p>Supply: 90% of supply part after delivery of material at Site on pro-rata basis.</p> <ul style="list-style-type: none"> <li>• 10% of supply part after successful commissioning.</li> <li>• If Commissioning is delayed due to reasons attributable to Tata Power, then balance 10% of supply part shall be paid within 90 days from scheduled date of commissioning against submission of CPBG cum PBG.</li> <li>• Service: 100% payment upon commissioning. (Pro-rata basis)</li> <li>• Safety Retention shall be as per safety Terms and Conditions (Enclosed as Annexure to GCC).</li> <li>• Credit Period is 60 days for non-MSME and 45 days for MSME.</li> </ul> <p>C. Income tax and any other statutory recoveries as applicable shall be recovered from Contractor monthly running bills and TDS certificate for the deductions shall be furnished.</p> <p>D. All payments against supply and services are subject to submission of unconditional CPBG cum PBG (as per clause 4 of SCC above) and unconditional acceptance/signing of the PO/Contract agreement.</p>
6	INSURANCE	<p>This is further to the General Terms &amp; Conditions – Supply Clause 5.0, Complete insurance will be in bidder’s scope.</p>
7	LIQUIDATED DAMAGES FOR DELAYS, NON – PERFORMANCE & OVERALL CAP	<p>This is further to the General Terms &amp; Conditions – Supply Clause 10.0</p> <p>In the event of delay, 1% of total order value shall be charged for per week’s delay up to a maximum of 10% of Order value.</p>
8	WORK COMPLETION PERIOD (Mielstones)	<p>Supply: Material shall be delivered at site within 10 weeks from date of award.</p> <p>Service: Supervision services for commissioning work shall be completed within 12 weeks from date of award.</p>

<b>Tender Ref No CC25DDM035 PROCUREMENT OF 2 X 10kVA UPS AT SALSETTE &amp; KOLSHET RS</b>		<b>D.4 SPECIAL CONDITIONS OF CONTRACT</b>	<b>SHEET 3 OF 3</b>

9	WARRANTY PERIOD	<p>This supersedes Warranty period mentioned in the General Terms &amp; Conditions- Supply;</p> <p>Warranty shall be 60 months from the date of commissioning or 66 months from the date of delivery at site (whichever period concludes earlier). The Performance Bank Guarantee shall be submitted accordingly by the bidder.</p>
10	Total Compliance to TCOC, safety Terms & Conditions and International Safety standards	Tata Power Contractor Safety Terms and Conditions is enclosed as Annexure to the GCC. Bidder shall have to abide fully without any deviation.
11	BID SUBMISSION (In Ariba)	Bidders are requested to submit their offer in line with this Tender document, instructions given in "Tender Notice and instructions to Bidders"
12	TPSDI Training	To improve work safety and to ensure that all work force deployed at owner premises have the right orientation / induction and skills training before they undertake any work, the bidder shall accordingly plan and enrol his and sub-contractors work force to the respective skills / crafts training (Levels L1/L2/L3) offered by TPSDI.
13	Reverse Auction	<p>Tata Power reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on ARIBA portal, Tata Power's official e-tendering platform. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case Tata Power decides to go for RA. Only those bidders who are techno-commercially qualified shall be eligible to participate further in RA process.</p> <p>However, the original H1 bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.</p> <p>Date and time of e-auction will be intimated through E-Tender system to Authorized Person of eligible Bidders.</p>

## Appendix 3: Safety Terms and Conditions

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

## 1 Definitions

- 1.1. **Order Manager:** Order Manager is the Tata Power representative, who has the ownership of the given job.
- 1.2. **Site Safety Management Plan:** It is the safety plan agreed between Contractor and Tata Power. It will contain the entire job specific safety requirement and will be signed by the contractor.
- 1.3. **Contractor:** An individual or a company that provides services to Tata Power under a signed contract.
- 1.4. **Emergency:** a serious, unexpected, or dangerous situation requiring immediate action, which may result in loss of revenue/property, business discontinuity. In case of Emergency\*, services may be procured by selecting the qualified vendor based on the vendor category without the safety bid evaluation. It must be approved by MB level and above.
- 1.5. **Expert Service jobs:** Jobs which needs expert services of contractor which does not involve direct exposure to the potential risk or work which involves only supervisory work such as expert for turbine overhaul, expert for boiler overhaul, expert for pump and motor, expert for compressor overhaul.
- 1.6. **CEO/Chief/Head of division/Unit/Utility:** Business in charge of the division who is overall custodian of the generating station or transmission division or distribution division.
- 1.7. **Category A Vendor:** Vendor eligible to carry out Very High & High risk (as per Tata Power Hazard Identification and Risk Analysis Procedure) and /or Long-Term Contract related to operation and maintenance (O&M) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 12-CSMF-5 of Contractor Safety Code of Conduct document. Any vendor wants to registration under Category -A shall have ISO 45001/OHSAS 18001 Certification from accredited agency recognised by Tata Power .
- 1.8. **Category B Vendor:** Vendors eligible to carry out technical jobs, that are classified under Medium /low risk. Vendors must fulfil the requirement specified for Category B in Appendix 12-CSMF-5 of Contractor Safety Code of Conduct document. Any Vendor/Contractor wants to registrar under Category-B shall have ISO 9001 Certification from accreditation agency recognised by Tata Power.
- 1.9. **Category C Vendor:** Vendors eligible for to carry out low or very low risk administrative and office jobs. For this he must fulfil the requirement specified for Category C in Appendix 12-CSMF-5 of Contractor Safety Code of Conduct

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

- 1.10. Category D Vendor:** Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises (e.g., motor rewinding at vendor's own shop floor etc.) are classified as Category D Vendor
- 1.11. High/Very High-Risk Jobs** A Job or its activities are considered as Very High or High Risk when Order manager apply the "Tata Power Hazard Identification and Risk Analysis" procedure and found safety risk associated with are under Very High or High category. Indicative lists of jobs are given in appendix 15 of this document.
- 1.12. Medium Risk Jobs:** Jobs or its activities are considered as medium risk when Order manager apply "Tata Power Hazard Identification and Risk Analysis" procedure and found the same as Medium Risk.
- 1.13. Low/Very low Risk Jobs:** Any job or its activities are considered as Low or Very low risk while Order manager, calculate it by applying "Tata Power Hazard Identification and Risk Analysis" procedure and found it under Low or Very Low category.
- 1.14. Long Duration Jobs:** When the duration of job is 12 months or more, it is considered as Long duration job
- 1.15. High Value Jobs:** When the value of the job contract is Rs. One Crore or more it will be considered as High value job.

## 2 Health and Safety Policy



### HEALTH AND SAFETY POLICY

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

- Maintain and continually improve our management systems to eliminate hazards and reduce health & safety risks to all our stakeholders.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Comply and endeavour to exceed all applicable health & safety legal and other requirements
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels.
- Involve our employees and business associates in maintaining a safe and healthy work environment through consultation and participation
- Inculcate safety culture by visible leadership and empowerment.
- Ensure required competency to enable our employees and business associates for working safely.
- Promptly report incidents, investigate, share crucial learnings and prevent recurrences.
- Influence our business associates in enhancing their health and safety standards and align with Tata Power's health & safety codes and practices.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve health and safety performance.

We shall ensure the availability of appropriate resources at all times to fully implement and communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.

Date: 11<sup>th</sup> March, 2019

**TATA POWER**

Lighting up Lives!



(Praveer Sinha)  
CEO & Managing Director



<b>The Tata Power Company Ltd</b>		<i>Safety Terms and Condition</i>
<i>Document No.</i> TPSMS/GSR/STC/009 REV 04		<i>Date of Issue:</i> 10/01/2022

### 3. Safety Organization & Responsibilities

#### 3.1 Contractor Site Management and Supervision

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

Each Contractor shall provide at least one competent full-time safety supervisor for workforce of every 50 workers or less than that. When workforce ranges to 500, the contractor must provide at least one qualified safety officer. Thus, for work force of 500 workers there will be one qualified safety officer and 10 safety supervisors. For every 500 addition in workforce, the contractor must add 1 safety officer and 10 safety supervisors. The Tata Power Project Safety Manager will review and approve the appointment of all safety officers and supervisors. Contractor/Subcontractor safety supervisors/officers will work with Tata Power Safety Managers and align themselves with Tata Power safety requirements.

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

- 3.1.1 Holding officer/supervisors accountable for safety and actively promote safe work performance.
- 3.1.2 Participate in and cooperate with all safety program requirements to be implemented in order to meet Tata Power safety objectives.
- 3.1.3 Ensure timely reporting of safety incidents, near misses, unsafe acts and conditions.
- 3.1.4 Identify the training needs of its employees and maintain all safety training documents.
- 3.1.5 Provide safety performance report at an agreed frequency.
- 3.1.6 Stopping of unsafe work (acts and/or conditions) immediately, until corrective action be taken.
- 3.1.7 Perform daily toolbox talk for all the jobs
- 3.1.8 Ensure only tested and certified tools and equipment is issued to workers.

#### 3.2 Contractor Supervisors and General Staff

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

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

<b>The Tata Power Company Ltd</b>		<i>Safety Terms and Condition</i>
<i>Document No.</i> TPSMS/GSR/STC/009 REV 04		<i>Date of Issue:</i> 10/01/2022

### 3.3 Contractor Workforce

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

All the contractor employees shall attend "SHE L0 or L1 Foundation Course in Safety". Depending on the critical procedure in job employees shall also be required to attend "SHE L2 course of critical/high risk operations". All Supervisors shall be required to attend "SHE L3 Supervisory Training". All the above trainings will be conducted by TPSDI or other equivalent institute approved by Tata Power.

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

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

Welder/electricians/fitters/radiographer/rigger mobilized by the Contractor shall have valid competency certificate issued by the authorized agency / institute.

Contractor workforce must make safety a part of their job by following safety rules and regulations and by using all safeguards and safety equipment. They must take an active part in the Plant /Site's Safety program.

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

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

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

### 3.4 Vendor/Contractor/sub-contractor

Vendors/Contractor shall always comply with and ensure that their workforce comply with all site safety rules and regulations. Specifically, with applicable provisions of the Tata Power Site Safety Management Plan and all statutory safety rules and regulations.

After receiving the work order/ purchase order vendor/contractor/bidder shall not appoint Sub-contractor without safety assessment of the sub-contractor through safety concurrence group Under Contractor Safety Code of Conduct. Penalty of 5% of contract value will be applicable to the contractor if subcontractor is appointed without the permission of SCG and without evaluation through CSCC process.

<b>The Tata Power Company Ltd</b>	 <b>TATA TATA POWER</b>	<i>Safety Terms and Condition</i>
Document No. TPSMS/GSR/STC/009 REV 04		Date of Issue: 10/01/2022

#### 4 Site Safety Rules and Procedures:

The work in the safest possible manner can only happen when it has been carefully planned and all applicable procedures are followed. The Tata Power Safety Procedures are derived from Tata Power best practices and the applicable Government acts regulations. In each case, the most stringent regulation is used.

##### 4.1 Requirement of Tools and Tackles

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

##### 4.2 Critical safety Rules and Procedures

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

###### 4.2.1 Lock Out and Tag Out Procedure

This procedure is intended to be used for the protection of Personnel while servicing or performing maintenance on equipment / pipeline / vessel / process systems. This is a general procedure that shall be used as the minimum requirements for isolation of equipment, pipelines, machines, system from all possible sources of hazardous energy and / or material such as Steam, Hot Water, Compressed Air, any other process fluid / chemical energy /Mechanical energy or Electrical energy. For complete procedure kindly refer Procedure Document No. TPSMS/CSP/LOTO/001 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) ( Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

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#### 4.2.2 Excavation Safety (Shoring and Sloping) Procedure

This procedure is developed to cover the safe practices required for shoring and sloping in excavation and trenching jobs. This procedure is developed to establish mandatory requirements for practices to protect personnel, property and equipment from hazards associated with above activities. For complete procedure kindly refer Procedure Document No TPSMS/CSP/EXS/002 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.3 Confined Space Entry Procedure

This procedure outlines the steps required to perform the confined-space entry and to protect personnel from the hazards of entering and conducting operations in confined spaces. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/CSE/003 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.4 Working at Height Procedure

This procedure describes the rules and procedures to protect employees from the hazards of working at heights. This procedure is developed to cover the safe practices required for Working at Heights. This procedure is developed to establish mandatory requirements for practices to protect personnel from hazards associated in this area. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/WAH/004 REV 01 available on official website of Tata Power (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.5 Heavy Equipment Movement Safety Procedure

Heavy equipment lifting and movement is an activity involving loading, unloading, storage and movement from one place to another including lifting and erection or repairing of equipment with cranes or hoists. Material, machinery and equipment handling operations are being carried out by large capacity cranes and hoists, which make the job safer and faster. This procedure addresses the hazards and precautions associated with such equipment and their use. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/HEMS/005 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.6 Mobile Crane Safety Procedure

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

individuals shall operate these devices. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/MCS/006 REV 01. available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.7 Scaffold Safety Procedure

This procedure is developed to provide information on the safe erection, use, dismantling and maintenance of access scaffolding in the workplace. It is developed to establish mandatory requirements for practices to protect personnel from hazards associated with erection, use and dismantling of scaffolds. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/SCAF/007 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.8 Electrical Safety Procedure

The objective of these standards is to specify minimum mandatory requirements and advisory guidance for identifying and controlling hazards to ensure 'Zero Harm' regarding operation maintenance and testing of electrical equipment. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/ELEC/010 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.9 Job Safety Analysis (JSA) Procedure

This objective of this procedure is to have a task-based risk assessment process in place that identifies, evaluates and controls the risks associated with work activities, and as a result, prevents those involved in the task or those potentially affected by the task, from being harmed. For complete procedure kindly refer Procedure Document No-TPSMS/CSP/JSA/009 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.10 Fire Safety Management Procedure

Objective of This standard is to specify the minimum mandatory requirements and advisory guidelines to ensure prevention of fire related incidents and managing / controlling their impacts if they do occur. For complete procedure kindly refer Procedure Document No (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### 4.2.11 Permit to Work Procedure

Given the inherent hazards of the power generation and distribution industry, a significant number of TATA POWER operations and installations are critical. Work Permit (WP) System is an essential element in controlling the workplace risks in an effective manner.

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For complete procedure kindly refer Procedure Document No –TPSMS/CSP/PTW/008 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### **4.2.12 Lift (Elevator) Safety Procedure**

To provide safe operating procedure for taking control of lift car before entering and existing the pit of OTIS make elevators. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/LIFT/001 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### **4.2.13 Working on conveyor belt Procedure**

This procedure is developed to cover the safe practices required for Working on live equipment and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CONV/002 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) ( Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### **4.2.14 Handling Hazardous Materials Procedure**

This Procedure is developed to provide procedure for recycling and / or safe disposal of used / waste batteries in compliance with all legislation. For complete procedure kindly refer Procedure Document No-TPSMS/GSP/HAZM/003 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>)

#### **4.2.15 Material Handling and Storage Procedure:**

The purpose of this document is to provide procedures to assist the safe handling of materials (manual handling and mechanical handling). For complete procedure kindly refer Procedure Document No – TPSMS/GSP/MATL/004 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com)) (Link: <https://www.tatapower.com/sustainability/safety-documents.aspx>).

#### **4.2.16 Contractor Safety Management Procedure**

The purpose of this document is to engage with contractors in a way to create safe work environment for everyone working for Tata Power. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CSM/015 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com))

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

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#### 4.3 Other Conditions:

- No Supervision No work policy should strictly be followed.
- HIRA /JSA as per the job scope must be prepared in detail and submitted along with Site Safety Plan by the successful bidder.
- Personal protective equipment (PPE) must always be checked before use to ensure that they are in good condition and clean. Replace them if necessary.
- All relevant PPE shall be provided by the vendor while working at the site.
- Housekeeping shall be maintained all the time while execution of work. All the unwanted material shall be removed from the site at the end of the day's work. Old/damaged parts if taken out of the system shall be kept at identified placed and it shall be shifted to scrap yard or disposed of as per instruction of order manager.
- Site Safety Plan shall be prepared by successful bidder along with order manger. Appendix 1 to be filled by successful bidder and submitted to Tata Power safety in-charge, before mobilization of team at site and start of the work.

### 5 Training and Capability Building

Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and documented as specified by Tata Power and Indian Regulations. Tata Power Safety Manager will audit contractors training and related documentation to assure its adequacy.

#### 5.1 Tata Power Site Safety Orientation

All Tata Power contractor and subcontractor workforce is required to attend Tata Power Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry.

This Safety Orientation Course will be for duration of minimum half day. The information provided during the orientation will include, but is not limited to following:

1. Job rules, personal safety, and conduct
2. Hazard's reporting
3. Reporting of injuries
4. Emergency procedures
5. Safety Activities and Program including disciplinary measure and incentives.
6. Critical safety procedure relevant to the job

#### 5.2 Capability Building

5.2.1 **Capability Building.** Appropriate training such as SHE L0, L1, L2 and L3 shall be completed by job- holder, either supervisor or worker, to do his/her job safely. The skill training is provided through TPSDI and other agencies authorized by Tata Power on the list critical Safety procedures given from 4.2.1 to 4.2.14. Duration of training will be as

specified by Tata Power. These trainings are on chargeable basis and rates are decided by TPSDI and Tata Power from time to time. Contractor shall ensure that concerned workmen are provided with adequate training before he / she can execute the work. An evaluation test will be conducted after the completion of the training. Those employees who meets the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen must reappear for 1 day refresher training and assessment.

- 5.2.2 If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3-month time failing which he/she will not be allowed to work in Tata Power.
- 5.2.3 Recognition to the Prior Learning (RPL) in Safety: If "Order Manger" recommends and "Head of the Safety Department of division" is satisfied with the safety knowledge and competency of the employee of contractor a test (RPL) may be conducted by TPSDI / other recognised institute to assess the prior learning in safety. If employees of the contractors will pass in such test, he will be exempted from appearing in SHE L1 training.
- 5.2.4 Quarterly Revalidation Test: After every three months, "SHE L1 Revalidation test" will be conducted for the contractor's employees to revalidate their safety awareness and knowledge.
- 5.2.5 Order Manager and Safety In charge of the Division/Site /Plant will conduct a Competency Assessment of all workforce, going to be deployed at site / plant for high-Risk job.

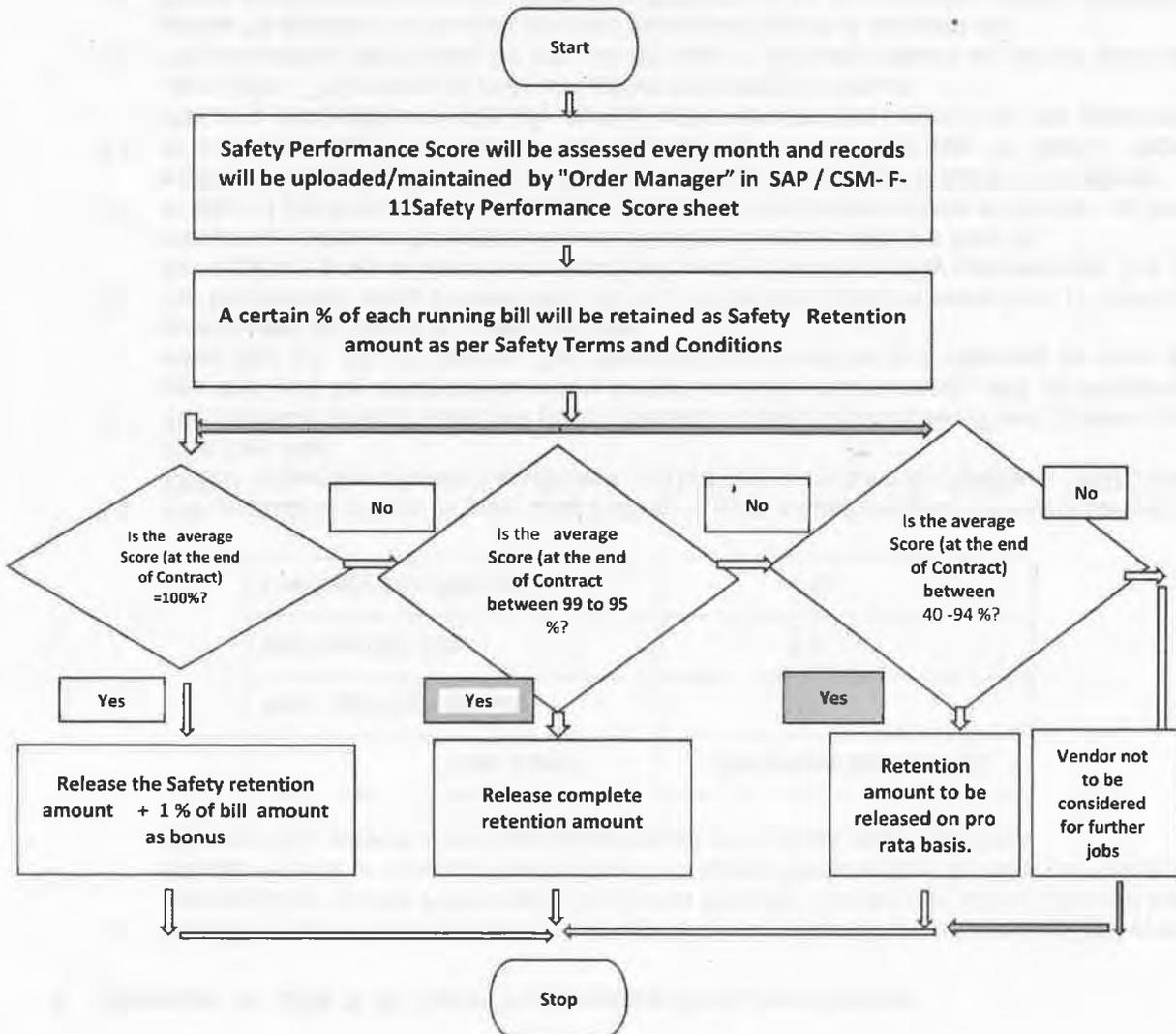
## **6 Pre-Employment and Periodic Medical check up**

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

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

**7 Safety Performance Evaluation and Penalties:**

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



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**8 Appendix 10: CSM- F-10- Safety Performance Evaluation Criteria**

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

<b>Risk Level</b>	<b>Retention Amount (%)</b>
Very high/High risk job	2.5
Medium Risk jobs	2.0
Low/Very Low Risk jobs	1.0

- 8.2 The evaluation criteria include Lead Indicators such as percentage of workers trained in TPSDI, inspection of critical equipment and lag indicators such as Fatalities, LWDC and man days lost.
- 8.3 The retention amount saved will go to a separate Safety Improvement Fund. Division can use this fund for safety intervention project, process improvement, skill development other than L1, L2, L3 training. The retention amount will be auto released as soon as contract will be closed by order manager.
- 8.4 For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released with the final bill.
- 8.5 In case of job stoppage due to safety violations / unsafe observations at the site, no time extension shall be given to the contractor, if such delays are attributable to contractor.
- 8.6 In case of fatality, limb loss or loss of property, vendor must pay for liability, legal, statutory, and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.
- 8.7 The committee will finalize an amount between 5 -50 lakhs based on factors such as advise by statutory authorities, contract value and impact of accident etc.
- 8.8 Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score 100%.
- 8.9 During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on matrix attached herewith and apply the Consequence management policy as applicable.
- 8.10 Order Manager, divisional chief and SBU head have the authority to terminate the contract in case of three consecutive serious violations.

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

Sr. No.	Parameter	Unit of Measurement	Target	Weight age	Actual Performance	Actual Score
<b>Lead Indicator</b>						
1	% of Employee certified in TPSDI/Authorized agency	Number	100%	20		
2	Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site <i>by contractor</i>	Number	80%	15		
3	Condition of critical tools, tackles and equipment <i>to be checked by order manager</i>	Number	100%	10		
4	<i>Safe (designated way) Disposal of Waste generated</i>			10		
5	<i>Records of waste (Hazardous Waste – Oily cotton waste – E- waste etc.) generation</i>					
6	<i>No Effluents to drain</i>					
7	<i>No effluents/discharges to ground</i>					
<b>Lag Indicator</b>						
1	Number of Fatalities	No	0	15		
2	Number of Lost workday case (LWDC) (reportable)	No	0	10		
3	<i>Numbers of total reportable cases</i>	<i>No</i>	<i>0</i>	<i>10</i>		
4	Man-days Lost	Man-days	0	10		
					<b>Final Score</b>	
					<b>Invoice Value</b>	
					<b>Amount to be released</b>	

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

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

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

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37.	The HMV/Mobile Crane operator does not have a valid HMV driving license.	4	2000/
38.	The loading area is not leveled properly.	4	2000/
39.	Ladder not anchored at top	4	2000/
40.	Opening found in working platform of scaffolding/floor	4	2000/
41.	Inadequate illumination at the working area	4	2000/
42.	Loose material lying on Gantry, platform	4	2000/
43.	Cleaning with Compressed Air.	3	500/-
44.	Gas Cylinders using without cap.	3	500/
45.	Gas Cylinders stored without securing	3	500/
46.	Bringing inside any other chemicals, apart from approved by Safety dept.	3	500/
47.	Using drum for sitting or accessing height.	3	500/
48.	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc.	3	500/
49.	No provision of Safety net where falling materials or tools may occur	3	500/
50.	Taking electrical supply from non-designated outlet (other than socket).	3	500/
51.	Restricted gangways due to unwanted materials.	3	500/
52.	Not reporting incident.	3	500/
53.	Entering into restricted area like switch yard/ hazardous storage	3	500/
54.	Work without supervision	3	500/
55.	Parking of vehicle without applying wheel choke at right front-front and left rear-rear wheels other than passenger cars.	3	500/
56.	Heavy Vehicle without helper or co-driver.	3	500/
57.	Not wearing florescent safety jacket at site.	3	500/
58.	People travelling in load body of vehicle.	3	500/
59.	Parking of vehicles at non designated area.	3	500/
60.	Shifting heavy materials without guide ropes.	3	500/
61.	Using other than 24V lamp inside the confined space/Use of other than 24V lamps.	3	500/
62.	Angular loading/ lifting with Crane or hoist.	3	500/
63.	By passing the limit switch/ Safety Interlock.	3	500/
64.	Housekeeping activities on road without proper barricade.	3	500/
65.	Trying to board or alit from running vehicle.	3	500/
66.	Cylinder Valves of Gas cylinders not closed when not in use.	3	500/
67.	Flash-back arrester not used.	3	500/
68.	Hand Trolley wheel found damaged.	3	500/
69.	Guy ropes of required length on both sides of object are not used during movement with load.	3	5/ 00/
70.	Scotch block/wedge not provided, when the vehicle is parked.	3	500/

71.	Suitable Trolley not provided to hold the cylinders.	3	500/-
72.	Locked First Aid box	3	500/-
73.	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	500/-
74.	Person found jumping barricading tape	3	500/-
75.	Stacking of pipes, pile casing, drums without chock blocks/wedges	3	500/-
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/-
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helmet (on bikes)	4	500/-
79.	Without Full body double lanyard Safety Harness (for work at height)	5	5000/-
80.	Without Hand gloves - Material Handling, Welding, Cutting,	4	100/-
81.	Without Safety goggles/ face shield - Welding/Cutting /Grinding	5	5000/-
82.	Handling Chemical without PVC Apron	5	5000/-
83.	Smoking in prohibited area (e.g. Go down / Warehouse / Store of flammable material etc. / Area prone to dust explosion)	5	1000/-
84.	Sleeping at Workplace	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse horn	3	500/-
89.	Nonfunctional Head light/ taillight and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder.	3	500/-
95.	Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders.	5	5000/-
96.	Spillage of hazardous material/chemicals during transportation	4	2000/-
97.	Electrical equipment without Earthing/ ELCB/ Double Insulation Cable.	5	5000/-
98.	Lifting Tools & Tackles used without/ expired Test Certificates.	5	5000/-
99.	Housekeeping repeatedly not maintained		
100.	• First Time	3	Warning
101.	• Second Time	4	1000/-

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

## CORPORATE ENVIRONMENT POLICY

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

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



(Praveer Sinha)  
CEO & Managing Director

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



## CORPORATE SUSTAINABILITY POLICY

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

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

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



(Praveer Sinha)  
CEO & Managing Director

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



## RESPONSIBLE SUPPLY CHAIN MANAGEMENT POLICY

Tata Power's vision is to be the most admired and responsible integrated power company with international footprint, delivering sustainable value to all stakeholders. Responsible Supply Chain Management (RSCM) is an essential part of its vision.

Tata Power is committed to ensuring that its Suppliers and Contractors, both domestic and international, confirm to the RSCM Policy. Following are the key aspects of the policy:

### Environment

Environmental compliance is an integral part of our business and we promote and motivate our Suppliers and Contractors to be in harmony with Environment. The Suppliers/Contractors shall be acquainted with the Tata Power Corporate Environment Policy, Energy Conservation Policy and Corporate Sustainability Policy, and the company shall work with its Suppliers and Contractors to ensure that they work complimentary to the company's policy in respect of emission norms and environmental regulation requirements.

### Health and Safety

We expect our Suppliers and Contractors to provide safe and healthy workplace environment and shall take steps to prevent potential accidents and injury to employees and visitors. The Suppliers and Contractors shall be required to abide by the Tata Power Health and Safety policy in performing their obligations under their respective contracts.

### Human Rights

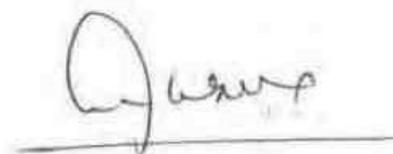
We encourage our Suppliers and Contractors, to comply with rules and regulations as prescribed in the Tata Power Human Rights Policy. Suppliers and Contractors shall ensure conformance to the fundamental labour principles including the prohibition of child labour, forced labour in all its forms.

### Ethics and Compliance

The Suppliers and Contractors are encouraged to conduct business with ethics and transparency. The Tata Code of Conduct and all relevant statutory regulations shall be a guiding instrument for company to deal with its Suppliers and Contractors.

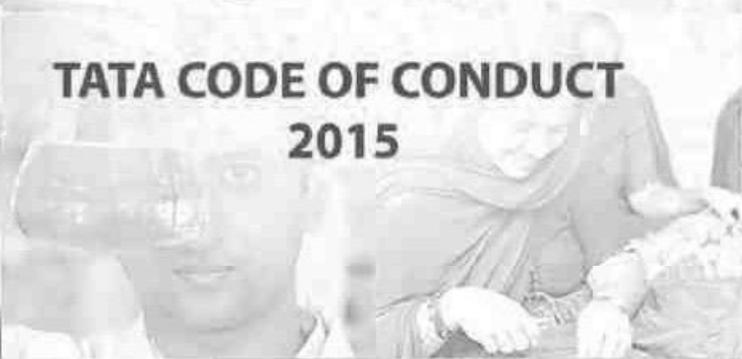
Tata Power will continually invest to facilitate awareness amongst Suppliers and Contractors on Responsible Supply Chain practices.

Date: 30<sup>th</sup> September, 2013



(Anil Sardana)  
CEO & Managing Director





**TATA CODE OF CONDUCT  
2015**



## LEADERSHIP THAT INSPIRES

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

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

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

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



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

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

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## FOREWORD

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

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

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

**N. Chandrasekaran**

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



## A. OUR VALUES

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



### INTEGRITY

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

### UNITY

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

### RESPONSIBILITY

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

### PIONEERING

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

### EXCELLENCE

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

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

## B. SCOPE AND PURPOSE OF THIS CODE

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

### REMEMBER...

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

# OUR CORE PRINCIPLES



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

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## C. OUR CORE PRINCIPLES

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

### REMEMBER...

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

# OUR EMPLOYEES



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

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## D. OUR EMPLOYEES

### Equal opportunity employer

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

### Q & A

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

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

### REMEMBER...

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

### Dignity and respect

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

### Human rights

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

### Bribery and corruption

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

#### REMEMBER...

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

## Gifts and hospitality

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

## Freedom of association

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

### REMEMBER...

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

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

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

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

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

### Working outside employment with us

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

### Integrity of information and assets

14. Our employees shall not make any wilful omissions or material misrepresentation that would compromise the integrity of our records, internal or external communications and reports, including the financial statements.
15. Our employees and directors shall seek proper authorisation prior to disclosing company or business-related information, and such disclosures shall be made in accordance with our company's media and communication policy. This includes disclosures through any forum or media, including through social media.
16. Our employees shall ensure the integrity of personal data or information provided by them to our company. We shall safeguard the privacy of all such data or information given to us in accordance with applicable company policies or law.
17. Our employees shall respect and protect all confidential information and intellectual property of our company.
18. Our employees shall safeguard the confidentiality of all third party intellectual property and data. Our employees shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.
19. Our employees shall promptly report the loss, theft or destruction of any confidential information or intellectual property and data of our company or that of any third party.

### Q&A

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

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

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

### Insider trading

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

### Q & A

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

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

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

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

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

### REMEMBER...

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

### Prohibited drugs and substances

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

### Conflicts of interest

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

25. Should any actual or potential conflicts of interest arise, the concerned person must immediately report such conflicts and seek approvals as required by applicable law and company policy. The competent authority shall revert to the employee within a reasonable time as defined in our company's policy, so as to enable the concerned employee to take necessary action as advised to resolve or avoid the conflict in an expeditious manner.

26. In the case of all employees other than executive directors, the Chief Executive Officer / Managing Director shall be the competent authority, who in turn shall report such cases to the Board of Directors on a quarterly basis. In case of the Chief Executive Officer / Managing Director and executive directors, the Board of Directors of our company shall be the competent authority.

### Q&A

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

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

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

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

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

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

### REMEMBER...

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

### Examples of Potential Conflicts of Interest

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

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

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

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

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

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

### Q & A

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

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

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

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

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

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

## OUR CUSTOMERS



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

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

## E. OUR CUSTOMERS

### Products and services

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

### Export controls and trade sanctions

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

### Fair competition

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

### Dealings with customers

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

## Q & A

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

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

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

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

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

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

## REMEMBER...

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

# OUR COMMUNITIES AND THE ENVIRONMENT



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

## Jamsetji Tata

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

## F. OUR COMMUNITIES AND THE ENVIRONMENT

### Communities

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

### The environment

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

# OUR VALUE-CHAIN PARTNERS

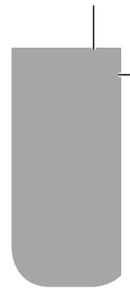


If we had done some of the things that some other groups have done, we would have been twice as big as we are today. But we didn't, and I would not have it any other way.

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

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



## G. OUR VALUE-CHAIN PARTNERS

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

### Q & A

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

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

### REMEMBER...

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



# OUR FINANCIAL STAKEHOLDERS



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

**Ratan Tata**

Chairman, Tata Sons (1991 – 2012)

## H. OUR FINANCIAL STAKEHOLDERS

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

# GOVERNMENTS



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

**Ratan Tata**

Chairman, Tata Sons (1991 – 2012)

## I. GOVERNMENTS

### Political non-alignment

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

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

### Government engagement

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

## OUR GROUP COMPANIES



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

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

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## J. OUR GROUP COMPANIES

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

### Q & A

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

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

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

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

## RAISING CONCERNS

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

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

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

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

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

### Q & A

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

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

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

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

## ACCOUNTABILITY

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

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

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

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

### SPEAK UP...

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

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

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

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

**NOTE**

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

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

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

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

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



## TATA CODE OF CONDUCT – 2015

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

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

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

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

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

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

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

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

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

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











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

**Note:** Bidder to fill the required values in the cells highlighted in yellow.

Supply					
Sr.NO	Description	Qty.	UoM	Unit Rate (INR)	Total Amount (INR)
1	Design, Engineering, manufacturing, Inspection, supply, loading, transport of 2 X 10kVA UPS with SCVS and required accessories- at Salsette & Kolshet R/S.	2	No.		0
<b>SERVICES</b>					
1	Services for Installation, testing and commissioning of UPS system SCVS mentioned in supply portion @ at Salsette & Kolshet R/S.	1	AU		0
<b>SPARES</b>					
1	Mandatory Spares	1	LS		0
		<b>Total</b>			<b>0</b>
		<b>GST %</b>			<b>0</b>
		<b>Total with GST</b>			<b>0</b>

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC25DDM035*

*Document Date: 31st March 2025*

## **E. Technical Set of Docs & Forma**

CONFIDENTIAL

Document No: TE/SP/0016/FY25 Rev: A Date:23.07.2024	<b>PROJECT SPECIFICATION</b>	Section-A Page 1 of 15
	<b>PROCUREMENT OF 2 X 10kVA UPS AT                  SALSETTE &amp; KOLSHET RS</b>	

**INSTALLATION AND COMMISSIONING OF 2X10kVA UPS SYSTEM AT  
 SALSETTE & KOLSHET RS**

**Document Title: SPECIFICATION FOR 2X10kVA UPS SYSTEM AT  
 SALSETTE & KOLSHET RS**

**Document No: TE/SP/0016/FY25**

**TATA POWER**

The Tata Power Company Limited

Engineering (T&D), The Tata Power Company Limited, Dharavi Receiving station, Near Shalimar Industrial Estate,  
 Matunga, Mumbai 400 019, Maharashtra, India .

Registered Office Bombay House 24 Homi Mody Street Mumbai 400 001

Revision	Date	Revision History	Approvals		
			Prepared By	Checked By	Approved By
A	23.07.2024	Final	AN	AVJ	SKV
			<i>AN</i>	<i>AVJ</i>	<i>SKV</i> 030924

Document No: TE/SP/0016/FY25 Rev: A Date:23.07.2024	<b>PROJECT SPECIFICATION</b>	Section-A Page 2 of 15
	<b>PROCUREMENT OF 2 X 10kVA UPS AT SALSETTE &amp; KOLSHET RS</b>	

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A2	<a href="#"><u>PROJECT INFORMATION</u></a>
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A15	<a href="#"><u>TOOLS TACKLES FOR ERECTION AND COMMISSIONING</u></a>
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C6	<a href="#"><u>Schedule Of Mandatory Spares</u></a>
C7	<a href="#"><u>Schedule of special erection, maintenance tools &amp; tackles</u></a>
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D1	<a href="#"><u>TENDER PURPOSE</u></a>
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Document No: TE/SP/0016/FY25 Rev: A Date:23.07.2024	<b>PROJECT SPECIFICATION</b>	Section-D Page 4 of 15
	<b>PROCUREMENT OF 2X10kVA UPS WITH SCVS SYSTEM AT SALSETTE &amp; KOLSHET RS</b>	

## A1 INTENT OF SPECIFICATION

Tata power has planned to procure 2 X 10kVA UPS system with Servo control voltage stabilizer (SCVS) each at SALSETTE & KOLSHET R/S.

This document covers the Design, Engineering, Manufacturing, Supply, Loading, Transport, delivery to site, Supervision services to site for erection, testing and commissioning of UPS system with SCVS at SALSETTE & KOLSHET R/S.

Specification has two main Sections A & B. The Section A is giving the requirements specific to the station while Section-B has the standard specifications for the equipment. Bidder shall consider the scope combining both the sections. In case of conflict between Section-A & Section-B, the Section-A will supersede. Nothing in this specification shall be construed to relieve the Bidder of this responsibility.

## A2 PROJECT INFORMATION

1.0	Owner	The Tata Power Company Limited, Salsette Receiving Station, Lake Road, Bhandup, Mumbai 400 078, Maharashtra, India
2.0	Consultant	Nil
3.0	Location of the plant	The Tata Power Company Limited, Salsette Receiving Station, Lake Road, Bhandup, Mumbai 400 078, Maharashtra, India
4.0	Nearest Rail head	Site is connected by rail
5.0	Transport	Access roads are available for movement of materials to site. The station is accessible by air/road/rail. Movement of heavy materials would be through existing roads/rail up to respective receiving stations

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	<b>PROCUREMENT OF 2X10kVA UPS WITH SCVS SYSTEM AT SALSETTE &amp; KOLSHET RS</b>	

6.0 Plant Elevation About 60 m above mean sea level  
7.0 Climatic conditions

7.1 Temperatures:

- (a) Maximum dry bulb temperature 36.7<sup>o</sup> C
- (b) Minimum dry bulb temperature 18.3<sup>o</sup> C
- (c) Design temperature for electrical equipment / devices 50<sup>o</sup>C
- (d) Design humidity 95%

7.2 Relative humidity

- (a) Maximum during monsoon 100%
- (b) Minimum during December to January 22%

8.0 Rainfall Annual average rainfall is about 2500 to 3100 mm (most of which occurs during the monsoon season from June to September)

9.0 Wind data

Calculations for wind effect shall be in accordance with IS: 875 (Part-3) taking in account the following:

- (i) Basic wind speed = 44 m/sec
- (ii) Factor K1, K2, K3 = as per IS 875 Part-3
- (iii) Category of terrain = as per IS 875

10.0 Seismic conditions The proposed site is in seismic zone III as per the Indian Standard IS 1893 and importance factor of 1.75.

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	<b>PROCUREMENT OF 2X10kVA UPS WITH SCVS SYSTEM AT SALSETTE &amp; KOLSHET RS</b>	

11.0 Air Quality Atmosphere polluted with industrial gases and waste because of proximity to petroleum refineries and fertilizer complex.

12.0 Sea water temperature

- (a) Maximum 36.7° C
- (b) Minimum 22.8° C
- (c) Average 29.8° C

13.0 Auxiliary Power Supply:

(a)	AC Power Supply System for Station Auxiliaries	415V AC, 3-phase, 4-wire solidly grounded system
(b)	AC Power Supply System for Lighting fixtures and space Heaters	240V, 1 phase, 2 wire, 50Hz AC supply with neutral lead grounded derived from (a)
(c)	Uninterrupted Power Supply	240 V, 1-phase, 50 Hz, 2-wire, AC supply
(d)	DC voltage	110V DC, 2-wire centre point grounded DC Supply for Salsette 220V DC, 2-wire centre point grounded DC Supply for Kolshet
(h)	The above voltages may vary as follows: All devices shall be suitable for continuous operation over the entire range of voltage and frequency indicated below without any change in their performance. AC supply Voltage variation ± 10% Frequency variation ± 5% Combined voltage & frequency variation 10%	

**A3 SCOPE OF WORK**

The scope for this project covers:

- 1) General scope of work as per Section-B Standard Specs for UPS Document attached. Bidder to consider UPS design requirement as per option no. II mentioned in Section-B Standard specification for UPS.
- 2) Design, Engineering, Manufacturing, Supply, Preparation of drawings, Inspection, testing at works, Performance testing, loading at Vendor works, Transport, delivery

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	<b>PROCUREMENT OF 2X10kVA UPS WITH SCVS SYSTEM AT SALSETTE &amp; KOLSHET RS</b>	

to site, Supervisory services for site testing, installation, and commissioning of 2 X 10kVA UPS with SCVS at Salsette & Kolshet R/S.

- 3) AC mains input MCCB, Battery input MCCB is in bidders' scope.
- 4) Adherence to General requirements of Quality Assurance & Inspection (annexure I & II).
- 5) Submission of type test report which is not more than 5 years old.
- 6) It is not the intent of this specification to specify completely herein, all details of design & construction of the above-mentioned UPS system. However, the equipment shall conform in all respects to high standards of engineering, design & workmanship.
- 7) Supervisory services for Complete installation, site testing and commissioning of the system shall be in the scope of the supplier. All required material and other associated accessories implicit or explicit in the specification for successful commissioning of the system is in the vendor's scope.

#### **A4 TERMINAL POINTS**

Below shall be Termination Points for UPS Bidder.

1. UPS-1/2 Main Input MCCB TB.
2. UPS Bypass Input MCCB TB.
3. Battery MCCB TB.
4. UPS Output MCCB TB.

#### **A5 EXCLUSIONS**

1. UPS-1/2 Main and Bypass Input Cables.
2. Battery DCDB and Banks.
3. Battery Cables up-to Battery MCCB.
4. UPS Output MCCB Cable.

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	<b>PROCUREMENT OF 2X10kVA UPS WITH SCVS SYSTEM AT SALSETTE &amp; KOLSHET RS</b>	

**A6 CODES AND STANDARDS**

Please refer Section B-Standard Specification of UPS

**A7 BIDDER'S QUALIFICATION REQUIREMENTS**

- 1) Please refer annexure V of Section B attached Standard specification of UPS for Pre-qualifying requirements.

**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
- e. Commencement of Supervision of erection, testing and commissioning

<b>Sr. No.</b>	<b>Milestone</b>	<b>Target</b>
1	PO Placement	Zero Date
2	MDL & Project Detailed Project Execution Schedule submission & approval	Within 1 weeks from PO
3	Drawing submission & approval	Within 1 weeks from PO
4	Inspection of equipment	Within 8 weeks from PO
5	Delivery of equipment	Within 10 week from PO
6	Completion of commissioning	Within 12 weeks from PO

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	<b>PROCUREMENT OF 2X10kVA UPS WITH SCVS SYSTEM AT SALSETTE &amp; KOLSHET RS</b>	

**A9 SUBMISSIONS BY BIDDERS****CHECK LIST FOR DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID**

<b>S No</b>	<b>Document Name</b>	<b>Submitted by Bidder Yes / No</b>
1	Signed copy of bid document as a token of acceptance	
2	Dully filled in schedules, listed in section 'C'. i.e. Schedule C1 to C9 – Attached	
3	Qualifying Requirement in Format C1 – Attached as Annexure III	
4	Quality Assurance Plan (QAP), Manufacturing Quality Plan (MQP), Field Quality Plan (FQP), O&M Manual with commissioning guideline as applicable.	
5	General Arrangement Drawings for equipment offered	
6	Filled up Data Sheets in Format E2 – Attached as Annexure IV	
7	Type Test Reports as applicable.	

**A10 DETAILED TECHNICAL SPECIFICATIONS\*****A10.1 MECHANICAL**

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Not Applicable

#### **A10.2 CIVIL AND ARCHITECTURAL**

Not Applicable

#### **A10.3 CONTROL, INSTRUMENTATION AND AUTOMATION**

Not Applicable

#### **A10.4 ELECTRICAL**

1. 2 Sets of 2 x 10 kVA UPS, 3 Ph, 4 Wire, 415V, 50Hz Input, 1 Ph 240V AC, 50Hz output, Parallel redundant UPS with in-built input and output Isolation Transformer and SCVS for bypass source input and option of maintenance bypass.
2. In case of AC mains failure, the UPS shall use the battery input to feed the load. Accordingly, the system is to be designed. For this purpose, separate Input from DCDB will be provided.  
Please refer Section B – Standard Specification of UPS for detailed technical requirement.

#### **A11 LAYOUT REQUIREMENTS**

- 1) Please refer section B – Standard Specifications for UPS.
- 2) Standard clearances shall be maintained.
- 3) UPS shall be suitable to accommodate in available space.

#### **A12 QUALITY REQUIREMENTS**

Please refer Section B – Standard Specification of UPS, refer SQP document Annexure-III Standard Quality Plan for UPS set ENGG/ ELECT/STD-SPEC/2017/21.

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	<b>PROCUREMENT OF 2X10kVA UPS WITH SCVS SYSTEM AT SALSETTE &amp; KOLSHET RS</b>	

**A13 PERFORMANCE REQUIREMENTS****A13.1 TEST PROCEDURE**

Please refer Section B – Standard Specification of UPS.

**A13.2 PERFORMANCE GUARRANTEEE PARAMETERS AND LD CLAUSES FOR NON PERFORMANCE**

Please refer Section B – Standard Specification of UPS.

**A14 MAINTAINANCE REQUIREMENTS**

Please refer Section B – Standard Specification of UPS.

**A15 TOOLS AND TACKLES FOR ERECTION AND COMMISSIONING**

Please refer Section B – Standard Specification of UPS.

**A16 SPARES**

Bidder needs to include competitive price for Mandatory Spare parts against the list and schedules provided in Section B standard specification of UPS.

Bidder shall include list of spares with quantities as recommended by him required for three years trouble free operation of equipment

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**B1 – DATA SHEETS**

**Please refer attached Standard Specs for UPS DOCUMENT NO - NO - ENGG/  
ELECT/STD-SPEC/2017/21)**

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**B2 –STANDARD SPECIFICATIONS**

**Please refer attached Standard Specs for UPS DOCUMENT NO - NO - ENGG/  
ELECT/STD-SPEC/2017/21)**

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**D- DRAWINGS AND DOCUMENTS**

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**E - ANNEXURES**

- Annexure I – Typical scheme**
- Annexure II – SCADA IO list**
- Annexure III - SQP**
- Annexure IV – FQP**
- Annexure V – STANDARD PQR**
- Annexure VI - BOQ**

# THE TATA POWER COMPANY LIMITED

## STANDARD TECHNICAL SPECIFICATION FOR UPS

(DOCUMENT NO - ENGG/ [ELECT/STD-SPEC/2017/21](#))



Tata Power

Engineering (T&D)

Rev. No	Date	Revision History	Prepared By	Checked By	Approved By
R0	14.09.2017	Specification for comments	TP	AAB/SBL	AM
R1	11.10.2017	Revised Specification	TP	AAB/SBL	AM
R2	12.12.2017	Final Specification	TP	AAB/SBL	AM
R3	12.12.2019	Revision on backup battery and revised format	GPS	SBL	AM
A	20-03-2020	PQR revised	GPS	SBL	AM
B	18-08-2021	Lesson learnt points from projects implemented- SCVS specification updated, Constant current mode for boost charging added, battery details revised, and SCADA I/O list included.	SSC 	SKV  240821	AM  25.08.2021

ENGG/ELECT/STDSPEC/2017/21 Rev: B Date: 18-08-2021	Standard Specification	Page 2 of 30
	UNINTERRUPTED POWER SUPPLY	

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## 1. INTRODUCTION

This specification covers engineering, design, manufacture, testing at works, supply, transport to site, installation, testing at site and commissioning of Parallel redundant Uninterruptible Power Supply (UPS) system with Servo / Static Control Voltage Stabilizer static bypass switch and associated ACDBs according to the standard engineering practices, IS or IEC standards.

## 2. BIDDER'S QUALIFICATION REQUIREMENTS

### 2.1 Refer Annexure-6

## 3. SYSTEM DESCRIPTION AND SCOPE

3.1 Engineering, design, manufacture, testing at works, supply, transport to site, installation, testing at site and commissioning of the parallel redundant UPS system.

3.2 Demonstration / testing of the system at Bidder's works before dispatch of the system at site (FAT).

3.3 Installation, testing & commissioning of the system including integration with Owners systems, sub-vendors' systems & other systems and performance.

3.4 Site Acceptance Test to the Purchaser's satisfaction.

3.5 Submission of technical documentation related to design, installation, testing, operation & maintenance of the equipment and submission of Test Reports, job progress reports etc. 3.6 Submission of type test report which is not more than 5 years old.

3.7 It is not the intent of this specification to specify completely herein, all details of design & construction UPS system. However, the equipment shall conform in all respects to high standards of engineering, design & workmanship.

3.8 Bidder must agree for handing over, to Owner, all project related drawings in AutoCAD format only. The pdf versions of above drawings shall be submitted through Wrench for formal approval process.

## 4. CODES AND STANDARDS

The design, manufacture, performance testing and inspection of equipment shall comply with all currently applicable statutory regulations and safety codes in the locality, where the equipment will be installed. Nothing in this specification shall be construed to relieve the vendor of this responsibility.

4.1 IS 16242 Parts 1-3 / IEC 62040: Uninterruptible Power Systems

4.2 Relevant standards for battery to be followed for Stationary cells and batteries, lead-acid type/Ni-cad type.

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- 4.3 IS: 3895 Mono crystalline semiconductor rectifier cells and stacks.
- 4.4 IS: 4540 Mono crystalline semiconductor rectifier assemblies and equipment.
- 4.5 IS: 6619 Safety code for semiconductor rectifier equipment.
- 4.6 IS 6297 Transformer and inductors for electronic equipment
- 4.7 IS 13947 LV switchgear and control gear
- 4.8 IS 6553 Environmental requirements for semi-conductor devices and integrated circuits 4.9  
IS 9000 Basic Environmental Testing Procedures for Electronic and Electrical Items
- 4.10 Indian Electricity Act and rules framed there-under.
- 4.11 Fire Insurance Regulations
- 4.12 Regulations laid by the office of the Chief Electrical Inspector to Government

## 5. DESIGN REQUIREMENTS

The UPS system shall be of the static type, basically composed of static rectifier chargers, static inverters, static switches, for added protection and transfer of loads with no break during under voltage condition to the healthy inverter or to standby Servo / Static regulated supply. The components of UPS shall isolate power line voltage transients, frequency variations and high/low voltage conditions from the critical load and act as a line filter and voltage regulator, apart from providing no break power at constant frequency during normal power outages.

Offers UPS shall have features not limited to the following:

- Digital Technology
- True online double conversion
- High Frequency PWM design
- Programmable power walk-in
- High efficiency
- High input power factor
- Constant Voltage & Frequency
- Pure sine waves out power with no break output during normal to battery operation.
- Wide frequency synchronizing range
- Wide input range
- Soft start capability
- 100% nonlinear load handling capability

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- LED mimic
- LCD display
- RS232/ RS485 interface complete with communication software
- Permissible harmonics at rated continuous load +/- 2% for linear loads & 3 % for non linear loads.
- UPS system should be able to start when only DC supply is available as well as when only AC supply is available.

5.1 UPS shall be suitable for connecting 415V, 3 Phase 3 Wire / 4 wire 50 Hz system with a symmetrical fault level of 50kA rms, Nominal output voltage is 240 V / 110 V 50 Hz single phase +/- 1% resolution.

Option I: UPS shall be parallel redundant UPS system consisting of 2 X 100 % chargers, 2 X 100% inverters, 2 X 100 % Lead acid battery/Ni-cad battery (Please refer Project Specification Sec-A for the type of battery to be used), Servo/static controlled voltage stabilizer, static and Maintenance bypass, UPS DB, MCCB Box for battery, interconnecting cables and battery cables. When the UPS charger is charging the batteries the float to boost changeover shall be automatic, based on set values (to be designed as per the connected battery). The set values be tuned according to site conditions.

Bidder to provide all the values of the settings of the inbuilt charger along with the logic for determining the various charging modes provided.

Option II: UPS shall be parallel redundant UPS system consisting of 2 X 100 % chargers, 2 X 100% inverters, Servo/static controlled voltage stabilizer, static and Maintenance bypass, UPS DB, MCCB Box for battery, interconnecting cables and battery cables. The backup battery supply shall be derived from existing station battery. The rectifier charger shall be equipped with a blocking diode to restrict the charging of battery source from UPS rectifier. Bidder to design the DC bus voltage to suit the 220 V/110V (220 V/110V without float charger and 240-250 V/120-125V with float charger) station battery supply.

The mode of operation shall be parallel redundant mode of operation. The system shall have a respective UPS loads to be supplied by its own inverter sharing 50% load each, with output of both inverters automatically synchronized with each other. An additional back up of regulated AC supply will be provided from a standby AC supply through isolation transformer and Servo/ Static voltage regulator (SVR).

Since the station battery is being used as backup battery (Option II), along with its battery charger, suitable arrangements shall be provided so as to isolate the inbuilt charger of the UPS from the battery whenever required.

When the UPS charger is charging the batteries the float to boost changeover shall be automatic, based on set values (to be designed as per the connected battery). The set values be tuned according to site conditions.

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Bidder to provide all the values of the settings of the inbuilt charger along with the logic for determining the various charging modes provided.

5.1 The logic of operation of the UPS system is as follows: -Normal Mode

5.1.1 During the normal operation the UPS shall be used to provide power to the critical loads. Under normal conditions, the loads shall be supplied by the inverters. The Rectifier shall derive power from normal/primary AC source and supply DC Power to the inverters. Two (2) nos. Chargers shall feed regulated DC power to their individual inverter banks and simultaneously float charge the backup batteries (for option 1). Chargers Shall feed regulated DC power to their individual inverter banks only (for Option II)

5.1.2 The individual inverters shall operate in parallel and shall share the load equally. The inverters shall be connected to load side through static switches. Outputs of the inverters are paralleled after the static switches and connected to load bus.

Emergency Mode

5.1.3 Upon failure of the normal AC source, the loads shall continue to be supplied by inverters which, without any switching shall obtain their power from storage battery. In case of failure of the main supply, battery shall supply back up DC power to UPS system for duration of number of minutes as specified in section A of individual project.

5.1.4 Upon restoration of the normal AC source, the rectifier/battery chargers shall power the inverters and simultaneously recharge the battery (battery charging only in option I). This shall be automatic causing no interruption to critical loads.

5.1.5 On failure of an inverter due to any one of the following faults the entire load shall be automatically transferred to the other inverter.

- Excess inverter output voltage  Very low inverter output voltage
- Failure of inverter.

5.1.6 On failure of one inverter, the faulty one shall be isolated from load instantaneously and the other inverter shall continue to feed the load. In case, the other inverter also fails, automatic change over to standby transformer shall be affected through static switches.

5.1.7 Parallel operation (load sharing) shall start automatically when the fault condition clears. If the transfer was due to the inverter failure the retransfer (parallel operation) shall be manually initiated.

5.1.8 The entire load shall be automatically transferred to the alternate AC source through static switch within a maximum of five (5) milliseconds under the following conditions:

- Battery discharged completely
- Initiation of manual control switch.
- Failures of both the inverters

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- Inverter output voltage is more than +/- 5 % of the rated value

The load current exceeds specified overload rating and time.

5.1.9 In case of failure of both inverters, static transfer switch shall changeover within five (5) milliseconds to connect the alternate AC source to the load. On restoration, the retransfer shall be manually initiated.

5.1.10 Retransfer of load on manual initiation shall be accomplished automatically by synchronizing the inverter to the alternate source and allowing the inverter to ramp into the load and then disconnecting the alternate source.

5.1.11 Manual transfer facility through static transfer switches shall be provided in either direction.

5.1.12 In case of maintenance requirement, it shall be possible to isolate inverters and static bypass switches from load and connect alternate AC source to the load through manually operated, make before-break manual transfer switch.

5.1.13 Bypass switches shall be so interlocked that there is:

- No interruption in output to load
- No paralleling of raw supply and inverter output.

5.1.14 All the automatic transfer of the load should be bump less.

5.1.15 All UPS components, that is, rectifier, inverter, static switch, bypass switch, AC switchgear and associated control and annunciation system shall be mounted in floor mounted, sheet steel panel. The panels shall be designed for continuous operation for the ambient conditions. In case fans are required for cooling 100% standby shall be provided to ensure rated output of each UPS, and the fans should be easily maintainable and replaceable.

5.1.16 Regulation at the output should be within + 1% in case of voltage and +0.01 Hz in case of frequency for supply and load variation.

5.1.17 The UPS shall be provided with automatic sequence and power walk in circuits with adjustable time delay such that the rectifiers and inverters can start operating automatically when incoming AC power is restored allowing the UPS to be loaded automatically.

5.1.18 Bidder To refer typical SLD attached with this specification for logic of operation of UPS for Option I and option II.

5.2 Rectifier:

5.2.1 Charger shall have following features:

- Switch mode rectifier/Phase controlled rectifier
- DC constant voltage, Constant current
- IGBT/SCR power device
- Advanced electronic protection device backed-up with MCCBs and fast acting fuses
- Soft start
- Built in Harmonic suppression

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- Active power factor correction

5.2.2 These chargers shall be of static type and shall be provided with suitable full wave thyristor-based rectifiers, transformers, filter circuits, DC & AC Switchgear. Chargers shall share automatically the load during parallel operation of the inverter system and shall maintain output voltage within plus or minus one percent of the nominal value from no load to full load.

5.2.3 The rectifiers / chargers shall be designed to completely charge the battery in a maximum time of 4 hours, after complete discharge. Facilities shall be provided to initiate battery rapid charge operation by Manual & Automatic means. An auto charging sequence should be provided for the boost and float charging based on current sensing. In addition to above, the charging shall be transferred from boost to float mode after preset time adjustable through 0-24 hour's timer. Rectifier shall have protection & interlocking against single phase input & reverse phase sequencing.

5.2.4 Facility shall be provided to enable testing of rectifier independently without disconnection of inverter.

5.2.5 Facility for initial charging of batteries shall also be provided. The inverters shall be disconnected during initial charging of the battery.

5.2.6 The rectifiers shall be sized based on the maximum inverter input load when inverter is

5.2.7 Delivering its rated output at 0.8pf lagging and recharge the battery to nominal rated capacity of the battery. The DC load imposed by the inverters shall be considered under the worst case where only one rectifier is operating but the UPS load is equally shared by all the inverters.

5.2.8 The DC rectifiers shall sense the battery charging current and adjust the DC bus voltage to maintain the charging current to preset level. A separate current limit circuit shall also be provided for adjustment of battery current. The rectifiers shall be protected against reverse battery connection at DC link voltage bus. Subsequent to a discharge cycle when battery is connected to rectifier, the battery current shall be monitored, controlled and limited to set value automatically irrespective of the inverter input current.

5.2.9 The UPS battery charger should operate in Constant current (CC) mode during boost charging of the UPS battery (Option-1).

5.2.10 The battery may be taken out of service for maintenance, during which period it shall be possible for the inverter to continue operation by drawing power from the rectifier. Ripple content shall not exceed 1.5%. Ripple current relay shall be provided to indicate the charger capacity failure.

5.2.11 Battery shall be provided with a sensitive earth leakage protection.

5.2.12 Suitable ripple filtering circuits shall be provided to give a smooth DC output.

5.2.13 The rectifier charger shall have float and boost charging facility as well as furnish the inverter input current. During float charging, the chargers shall furnish the continuous DC load as well. as float

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charge its associated batteries and shall maintain a DC voltage that shall pass the minimum current through the cells to keep them charged with out overcharging. In order to change their current output, the chargers shall sense a DC voltage drop or rise at their output and charging mode shall change from float to boost as required. Inverters shall be designed to accept the full range of charging voltage including the highest boost charge voltage of the complete battery while maintaining the specified output characteristics. No blocking diode or intermediate battery tapping shall be used. In the 'Boost' mode, the 'boost' chargers shall recharge the completely discharged battery to full capacity in eight (8) hours

5.2.14 The chargers shall be current limiting and shall be provided with surge suppression networks for both float and boost charging. All equipment and devices required to protect the chargers from short circuits e.g. fast acting semiconductor fuses, trip fuses and micro switch with alarm contacts etc., shall be provided. Rectifier shall have protection & interlocking against single phase input & reverse phase sequencing.

5.2.15 The charger section shall be complete with the AC input Switchgear and DC Switchgear wherein the outputs from the batteries and the battery chargers shall be interconnected forming the common DC bus through necessary isolating switches. The DC bus shall be designed to withstand any short circuit discharge current of the battery

5.2.16 The rectifier shall operate according to the constant voltage current limiting principle and shall incorporate a "Soft Start" feature to gradually accept load on initial energizing. Suitable protection shall be provided in the control circuits to guard against instability of rectifiers due to electrical oscillations, which may be present in the input supply as caused by emergency DG set. The UPS system including the stabilized bypass shall be galvanically isolated from input power supply system by providing double wound Isolation transformers. A rectifier shall have a double wound transformer at its input. Transient / surge protection circuit shall be provided in the input circuit to rectifiers to protect the UPS from surge & voltage spikes.

5.2.17 Battery charging and its conditions mentioned in above clauses are applicable only when Option I UPS supply is considered as mentioned under clause 5.1.2.

### 5.3 Inverter

5.3.1 Inverters shall have following features:

- Digital PWM IGBT design
- Advanced electronic protection device backed-up with MCCBs and fast acting fuses.
- High speed pulse balancing electronic over voltage/under voltage protection
- Electronic overcurrent trip with reset.

5.3.2 Inverters shall be PWM controlled IGBT (Insulated gate bipolar transistor), static filters, necessary oscillators, voltage regulators, current limiting and surge suppression networks. Two (2) nos. 100% capacity Inverters shall be provided. In addition, the inverters shall have features of soft

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start, wave shaping, transient recovery etc. Any other equipment required for normal operation of the inverter shall be included irrespective of whether specified or not.

- 5.3.3 The inverter input voltage shall match with the battery and rectifier charger output voltages and shall be designed to operate over the entire range of variation of input DC voltage to accommodate decrease in battery voltage during discharge and to accept voltage increase under battery boost charge or equalizing charge conditions. The output from the inverter shall be 240V AC, sine wave 1 phase.
- 5.3.4 The inverters shall always work on their internal oscillators or frequency variations with plant AC electrical system. Output voltage frequency shall be controlled simultaneously for both the inverters through common control bus. The plant AC electrical system shall provide a signal to each inverter to control the frequency and phase relationship of its output during normal operations. When this signal to an inverter deviates more than one hertz from the desired 50 Hz frequency, the inverter shall transfer automatically to its internal oscillator which shall maintain inverter frequency at 50 Hz. Within 0.5%. During operation on its internal frequency signal source, an inverter shall continuously monitor the frequency of the plant auxiliary AC electrical system.
- 5.3.5 Upon restoration of the plant auxiliary AC electrical system to 50 Hz. operations, inverter shall automatically adjust the phase relationship between its output and the plant auxiliary AC electrical system and return to the plant auxiliary AC electrical system as its output frequency and phase relationship signal source. During operation on its internal oscillator an inverter shall inhibit transfer of the static transfer switch to the alternate source. The automatic adjustment of the phase relationship between the inverter output and plant auxiliary AC system shall be accomplished at a controlled rate which shall not exceed one hertz per second. The inverters shall include a separate voltage distribution and voltage monitoring system for all command and interlock logic.
- 5.3.6 Selective protection shall be provided for each individual drive card and its associated interlock logic. The two inverters shall be designed for normal continuous parallel operation. To maintain specified output at maximum ambient temperature, inverters may be provided with cooling air fans as required. Fan cooling, if envisaged, shall be achieved with 2 x 100% cooling banks. One cooling fan bank shall be in operation while the other shall remain on standby. In case of failure of running bank / one fan, the standby bank shall start automatically. The power supply for the fans shall be tapped from the inverter output. However, the rating of UPS shall be as specified after deducting the power consumption for fans. It shall be possible to remove the faulty fan for maintenance without system shutdown.
- 5.3.7 All the fuses used in inverter power and control circuits shall be fast acting semiconductor type, operating in less than 5 ms. Indications and alarms shall be provided to enable fault to be located and rectified at the earliest. Lamps to indicate fault / trouble / failure of each subgroup shall be provided on the cubicle front and lamps for each logic card shall be provided on the card itself. Each logic card shall be provided with all monitoring and testing terminals, brought out on the front of the card, for quick monitoring / testing / trouble shooting. Test points shall be made available inside cubicle for the following measurements but not necessarily limited to these.

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- Output voltage of each charger.
- Input voltage of each inverter.
- Pre filter output voltage of each inverter.
- Post filter output voltage of each inverter.
- Output voltage of standby transformer.

5.3.8 The inverters shall operate satisfactorily for variation of DC bus voltage from fully discharged condition of the battery to rapid charge voltage of the battery and inverter output load current waveform having a relative harmonic.

5.3.9 It shall be possible to vary the inverter output voltage stepless within +/-5% of the specified output voltage. This adjustment shall be possible to be made when the inverter is in operation.

5.3.10 UPS shall be provided with current limit circuit to avoid excessive loading beyond its permissible overload withstand capability. The UPS shall be designed to permit ready access to power switching and control modules and PCBs. The locations of components, test points and terminals shall be such that they are accessible for circuit checking adjustment, trouble shooting, and maintenance from the UPS without removal of any adjacent module or assembly.

5.3.11 The inverters shall be phase locked to the stabilized bypass power supply as long as stabilized bypass supply frequency remain within + 3 % to – 5% of nominal. When bypass supply frequency variation exceeds the above limits, the inverters shall be delinked from mains. Free running frequency tolerance limit shall not exceed 1%. Facility shall also be provided for adjustment of synchronizing frequency from 1% to 5% in the steps of 0.5%.

#### 5.4 Static Transfer Switch / static switch

5.4.1 The static transfer switches shall use SCRs and other static devices, for automatic transfer of load from the Normal source to the Alternate source. The transition shall be “make

before break” in both directions. The continuous capacity of each static switch shall be equal to the full load capacity of one inverter. Maximum transfer time including sensing shall not be more than ¼ cycle. The voltage failure shall be sensed at the output of the static switch. Failure shall cause the static switch to transfer. The load from the working inverter shall be transferred to the alternate source, i.e. second inverter or auxiliary power supply source by static switches, whenever the output voltage of the inverter deviates more than +10% from nominal. However, transfer shall not be made to the alternate source on over current conditions. Transfer shall be permitted only if voltage of the alternate source is within 2% of nominal. Contacts shall be provided to alarm deviation of the alternate source voltage beyond these limits.

5.4.2 Before transfer takes place, from any inverter to alternate source, whether initiated manually or automatically, synchronism of the output of the inverter with the alternate source should have been automatically accomplished.

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- 5.4.3 Return to normal shall be automatic for all externally caused transfer such as overload or clearing of a branch circuit fuse but shall be manual for all internally caused transfers such as inverters, filter or normal path failure. The inverter can be started manually for testing purpose even when the output static switch isolator is off. This shall be initiated with a button / switch mounted inside the panel.
- 5.4.4 The static switch shall be provided with fuses in both ‘normal’ and ‘alternate’ power source. Provision for annunciation of failure of fuse or failure of alternate source shall be made. The switch shall be provided with surge suppression networks and shall also be rated to withstand transient voltages up to 150% of rated voltage. The short time rating of the switch shall be 150% of the rated full load current for two (2) minutes.
- 5.4.5 Each inverter output shall be connected to the AC bus through Output Isolation Transformer and a static switch and fast acting fuses. The static switch comprises an interrupter and transfer switch, enabling loads on each branch circuit to be connected to the inverter of the other branch circuit or to the standby regulated AC supply.
- 5.4.6 The current rating of the static switch shall be not less than the continuous full load rating of the branch circuit and short time rating of 150% for 10 second.
- 5.4.7 The static switch shall have “make before break” feature ensuring the bump less transfer of the load.
- 5.4.8 Suitable number & configuration of adequately rated static switches must be provided in the inverters output and stabilized bypass supply to ensure positive isolation of faulty inverter section such that the other inverter and bypass circuits do not feed into the fault leading to under voltage / trip. The short time rating of all the static switches shall be at least 10 times the rated output for the duration
- 5.4.9 Facility shall be provided to manually and automatically initiate transfer of the load from inverters to the stabilized bypass supply and manually from stabilized bypass supply to the inverters. Under voltage and over voltage sensing levels to initiate transfer shall be adjustable. The maximum transfer time between inverters and bypass supply shall not exceed 5m.sec and 20 msec in synchronous and asynchronous mode respectively.
- 5.4.10 All breakers shall be adequately rated for continuous rating as well as breaking capacity as applicable. Paralleling of breaker / switch / contactor poles to achieve the required current rating is not acceptable. All output isolating device shall be double pole type.
- 5.4.11 The static transfer switch shall operate in conjunction with a static switch control circuit which senses the healthiness of the UPS, overload, low AC input and low voltage on the output side of the UPS.
- 5.4.12 The static transfer switch shall offer means of transfer of critical load from the UPS to the alternate source, i.e. to the other healthy branch UPS or standby regulated AC supply.
- 5.4.13 Automatic initiation of the transfer from a faulty branch circuit to either a healthy branch circuit or the standby regulated source shall be accomplished during following conditions:
- Loss of square wave to inverter / rectifier.

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- Loss of inverter AC output.
- Loss of AC input to rectifier.
- Load over current.
- Loss of both AC & DC to UPS system.

5.4.14 Manual initiation of a transfer from a branch inverter to standby AC regulated supply shall be through auto / manual switch load to bypass with no break transfer. Retransfer shall be possible only manually in this mode of operation through an auto / manual switch.

5.4.15 Automatic transfer to healthy branch circuit or to the standby regulated source shall be inhibited if the source is not available.

#### 5.5 Regulated Standby AC Supply

Regulated standby AC supply shall be derived from standby supply through a static voltage regulator and isolation transformer at 120% of UPS capacity.

#### 5.6 Circuit Protection

The following devices shall be provided to protect the UPS system

5.6.1 AC input circuit breaker to supply Input Isolation Transformer of Rectifier charger

5.6.2 AC input circuit breaker to supply standby transformer/voltage stabilizer.

5.6.3 DC circuit breaker for battery input & output.

5.6.4 Fast acting semiconductor fuses for power bridges (charger and inverter)

5.6.5 Inverter output fuses at static switch input.

Each branch circuit of the UPS system shall be connected to a section of the AC switchgear through suitable output breaker. Two sections of the AC bus are interconnected through a MCB.

5.6.6 All electronic power devices including thyristors, transistors, diodes etc., shall be rated under operating conditions for approximately 200% of the maximum current carried by the device. All other electrical components such as transformers, reactors, breakers, contactors, switches, bus bars etc., shall be rated for at least 125% of the maximum required rating. No electronic device shall be subjected to PIV greater than 50% of the rated value.

5.6.7 All the thyristors, diodes and other electronic devices of UPS shall be protected with high speed semiconductor fuses. I<sup>2</sup> / t co-ordination characteristics between fuse and semiconducting power devices shall be furnished.

5.6.8 All the PCBs provided in the panel shall have self-diagnostic features and the faulty PCB shall be indicated by LED mounted on individual PCBs. All the test points are to be brought out in front of PCBs for easy accessibility.

5.6.9 Radio Frequency Filters shall be provided at the input and output of UPS to reduce radio frequency interference.

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- 5.6.10 All PCBs shall be provided with a transparent epoxy coating for environmental protection and topicalization. They shall be suitably located away from heat sources.
- 5.6.11 All electronic control and monitoring printed circuit cards shall be suitable for easy replacement. Monitoring points shall be provided in each of the PCBs and the PCB shall be firmly clamped in position so that vibration or long usages do not result in loose contacts. All PCBs shall be placed in a manner to avoid replacement of a PCB by a wrong spare PCB. Failure of each PCB shall be indicated by visual alarms. Visual fault diagnostics shall preferably identify faults up to various sections in the card. All PCBs shall be mechanically keyed to preventive boards being plugged into wrong slots.
- 5.6.12 Maximum noise level from UPS system at 1 metre distance, under rated load with all normal cooling fans shall not exceed 65dBA.
- 5.6.13 MCCB shall be TPN type for incoming supply to Rectifier circuit & Standby source, DP type for battery & ACDB incomer/outgoing. It shall be quick make, quick break, and independent manual type with trip free feature. All MCCB shall have the following:
- a. Short circuit release
  - b. ON/OFF Trip position indicators
  - c. Test trip push button
- 5.6.14 Copper cable shall be used for interconnection among UPS and servo-controlled voltage stabiliser.
- 5.6.15 The UPS system shall be provided with necessary meters or LCD displays, mimic diagram, local indication/ alarm conditions and protection. The UPS system components and assemblies shall be provided with the necessary protection in addition to the protection required for the complete system. Apart from the protections for the circuits broadly enumerated above, the following protections shall be provided:
- 5.6.15.1 Surge suppressor across transformer secondary
  - 5.6.15.2 Filter at input
  - 5.6.15.3 Semiconductor fuses for IGBT bridges for rectifier, inverter and filter traps.
  - 5.6.15.4 HRC fuses for filter capacitors.
  - 5.6.15.5 DC over voltage & under voltage
  - 5.6.15.6 Battery current limit
  - 5.6.15.7 Under voltage and over voltage on input side
  - 5.6.15.8 Overload in inverter
  - 5.6.15.9 HRC fuses in control circuit
  - 5.6.15.10 Snubber circuit and soft / cold start of UPS
  - 5.6.15.11 Under voltage setting shall be settable (at end cell voltage X no of cells) at site. Any other protection required for safe operation of the UPS depending on the components used and the circuit design. Since Battery which is an ungrounded DC system will be used as DC source, the DC circuit inside the UPS shall not have any internal grounding.
- 5.7 Meters / indication / annunciation and Protection.

#### Metering & Protection

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5.7.1 The following parameters shall be measured either through LCD display or separate meters in UPS panel front.

- Each Input voltage
- Each input current
- Each Charger Voltage
- Each Charger current
- Each Inverter output voltage
- Each Inverter output Current
- Each Inverter output frequency
- Each stabiliser Voltage
- Each stabiliser current
- Battery voltage
- Battery current

5.7.2 For remote metering of the following parameters, 4-20 mA transducer outputs shall be provided.

- Each Inverter output voltage
- Each Inverter output Current
- Each Inverter output frequency

5.7.3 For remote indication/ annunciation, potential free contact shall be provided for the following. RS485 port shall also be provided.

- Mains voltage fail
- Rectifier fail
- Battery breaker off
- Inverter fail
- Load on bypass
- Overload
- Over temperature
- Manual bypass ON
- Static bypass switch off
- Output switch open
- Inverter ON/OFF
- Asynchronous condition
- DC ground fault
- Synchro inhibited

5.7.4 The following LED alarm indications shall be provided on the mimic on the panel.

- System fault
- Rectifier charger failure
- Inverter failure

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- Battery under voltage
- Thyristor over temperature
- Fuse failure
- Overload
- Static transfer to standby
- Transfer inhibited

#### Overload shutdown

- Emergency shutdown
- Battery circuit open
- AC mains failure
- AC standby source mains failure
- Manual bypass ON
- Fan failure
- Asynchronous condition
- DC ground fault
- Low DC

5.7.5 The following LED status indications shall be provided on the panel.

- Mains ON
- Charger ON
- Battery on load
- Inverter ON
- AC standby source ON

- Inverter on load
- Manual bypass ON
- Load on static bypass

5.7.6 The following protections shall be provided as a minimum.

- MCCB at each input supply
- DC MCCB at Battery supply
- Filter at input
- Surge suppressor across transformer secondary
- Semiconductor fuses for SCR bridges
- HRC fuses for filter capacitors
- DC over voltage protection
- Charger input current limit
- Battery current limit
- Under voltage on input side
- Negative sequence current protection on input side

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- Overload on inverter
- DC ground fault protection
- HRC fuses in control circuit
- Under voltage / Over voltage protection
- Any other protection required for safe operation of the UPS.

#### 5.8 Battery- Lead Acid Type / Ni-Cad Type

A Separate Lead Acid type/ Ni- Cad Type (please refer Project specification Sec-A for the type of battery to be used) battery bank shall be used to meet the requirement.(Option -I) Bidder to consider Battery rating for feeding the load of full capacity for four hours during the power failure. Battery shall be sized to cater 100 % UPS load plus 10 % design margin

#### Cables

5.8.1 Control cables shall be 1100V grade single/multi core stranded copper conductor, PVC insulated, aluminium wire armoured (for single core) and galvanized steel strip/ wire armoured (for multi core) cables with extruded inner and outer sheath made of specially formulated fire-retardant low smoke (FRLS) PVC compound. The minimum size of stranded copper conductor shall be 0.65 sq.mm for all circuits. The minimum strands per conductor shall be three. The cables shall conform to IS: 1554 Part 1 in all other respect. For DC system only single core cables shall be used.

5.8.2 Power cables for interconnecting AC output from inverters and voltage stabilizer (standby AC supply) with system output assembly and from system output assembly with AC Distribution Boards are included in the scope of supply.

5.8.3 All the cables shall be FRLS & XLPE insulated.

#### 5.9 SCADA connection

- a. UPS system alarms & Event shall report to SCADA Gateway on Modbus serial communication protocol. The integration of UPS with SCADA shall provide all Analog and Digital information of the UPS.
- b. Vendor shall consider necessary Hardware viz. Cables & connectors, converters & Software for SCADA integration.
- c. All Alarms indicated in the SCADA specifications shall be considered for integration
- d. The UPS shall be digitally controlled by microprocessor-based controller & the same shall have a RS485 serial / Ethernet communication port which can communicate with existing SCADA system over Modbus RTU (on serial) and if available on IEC104 or IEC61850 protocol. The requisite communication cables, converters and accessories up to SCADA Gateway panel shall be considered by the Bidder.
- e. For all analog data, bidder to consider necessary sensor's, which shall get integrated to microcontroller, for further transmission to SCADA System.

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- f. Bidder to provide SCADA I/O list for the UPS. Standard SCADA I/O list is attached in Annexure II for reference.

#### 5.10 Panel Wiring and Other Accessory Equipment

5.10.1 Panels shall be completely wired internally to equipment and terminal blocks including all inter panel wiring. Flexible wires shall be used for wiring of devices mounted on the moving parts such as swinging panels/panel doors.

5.10.2 Auxiliary bus bars for AC and DC circuits, synchronizing circuits, annunciator circuits and other common services shall be run at the top of panels, running throughout the length of panels and shall be of copper of adequate section, suitably insulated all along their run.

5.10.3 Wire terminations shall be made with solder less crimping type tinned round copper lugs, with insulated sleeves provided at the wire terminations. Engraved, tight fit ferrules shall be provided at both ends of wires for identification.

5.10.4 Wiring shall run in longitudinal troughs inside the panel and interconnection to adjacent panels brought out to separate terminal blocks located near the slots or holes meant for inter panel wiring. Inter panel wiring shall be in Vendor's scope.

#### 5.11 Terminal blocks

5.11.1 Terminal blocks shall be 1100V grade, 10A rated, one piece moulded, complete with insulated barriers, stud/screwed clamp type terminals, washers, nuts, lock nuts and identification strips.

5.11.2 Voltage Transformer terminal blocks shall be provided with links and isolating facilities. CT secondary leads shall be provided with shorting and earthing facilities.

5.11.3 A minimum of 10% spare terminal blocks shall be provided uniformly distributed in a group of terminal blocks.

5.11.4 Clearance between two rows of terminal blocks shall be 150 mm and between a row of terminal blocks and its associated glands shall be 250 mm.

5.11.5 Whenever termination of purchaser's external cable is required, the necessary undrilled, removable bolted gland plates, supporting clamps for cables and wiring troughs shall be provided.

5.11.6 Ammeter selector switches, if provided, shall be of the stay put type with make before break type contacts.

#### 5.12 Selector Switch

5.12.1 Selector switch shall be of rotary stay put type with required number of positions.

5.12.2 The switch shall be current rated at 125% of the UPS rating at its designed output voltage. The auxiliary contacts of the switch shall be rated at 5A.

5.12.3 The switch shall have make before break contact arrangement.

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### 5.13 Displays

- 5.13.1 For main circuit indications like circuit breaker ON/OFF panel mounting type indicating lamps with series connected resistors, preferably built-in in the lamp assembly, fitted with translucent colored lamp covers shall be provided.
- 5.13.2 LED indications shall be provided for status indication/continuous monitoring of the UPS system.
- 5.13.3 Bidder can supply the LCD display for replacing the LEDs mentioned above. In this case, bidder shall submit details of LCD controller.

## 6. LAYOUT REQUIREMENTS FOR THE EQUIPMENT / SYSTEM

- 6.1 Bidder to provide UPS panels as per space available at site. Standard panel size shall be considered as 800 X 800 X 2200 mm / as mentioned in section A, Panel enclosure shall be of IP42 class.
- 6.2 Battery stand shall be provided for housing the batteries
- 6.3 ACDB for UPS shall be floor mounted

## 7. Safety Requirements:

- 7.1 Emergency Shutdown Switch shall be provided with protective cover.
- 7.2 All the power terminals are to be insulated.
- 7.3 No direct access to any live terminals.
- 7.4 All the operating handles of isolators and MCBs shall be insulated.
- 7.5 All the electronic PCBs shall have protective coating to avoid tracking due to dust and moisture.
- 7.6 All the cables used are FRLS and heat resistant

## 8. OPERATIONAL AND MAINTENACE REQUIRMENT

### 8.1 OPERATIONAL REQUIRMENT

- 8.1.1. On-off" indicating lamps shall be provided on the front side of UPS. Indication lamps shall be clearly visible. Colour of the Indicating lamps should be as below
- 8.1.1.1. UPS On: Green
- 8.1.1.2. UPS Off: Red
- 8.1.2. LED indicators / LCD display provided on the panel for continuous monitoring of the UPS operation should highlight at least following conditions: -

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- 8.1.2.1. System fault
- 8.1.2.2. Rectifier failure
- 8.1.2.3. Inverter failure – over voltage / under voltage
- 8.1.2.4. Battery under voltage
- 8.1.2.5. UPS over temperature
- 8.1.2.6. Overload
- 8.1.2.7. Transfer inhibited
- 8.1.2.8. Emergency shutdown
- 8.1.2.9. Battery circuit breaker/switch open
- 8.1.2.10. AC mains failure
- 8.1.2.11. AC standby source mains failure
- 8.1.2.12. Fan failure
- 8.1.2.13. Asynchronous condition
- 8.1.2.14. Control power failure
- 8.1.2.15. DC Input fail
- 8.1.2.16. DC ground fault
- 8.1.2.17. Mains over/under voltage

8.1.3. Mimic should be provided on the panel to indicate the operation of the UPS. Status Indication on Mimic for following conditions:

- 8.1.3.1. Battery on load
- 8.1.3.2. Inverter ON
- 8.1.3.3. AC standby source ON
- 8.1.3.4. Manual bypass ON
- 8.1.3.5. Load on static bypass
- 8.1.3.6. Load on battery

8.1.4. Bidder can supply digital LCD display in lieu of the analog meters and local indications & alarms specified above. In this case bidder to submit details of LCD controller. A pushbutton should be provided to take the LCD display into service as & when required.

## 8.2 MAINTENACE REQUIRMENT

- 8.2.1. The UPS system shall be so designed such that minimal or zero maintenance is required
- 8.2.2. Necessary Maintenance procedures if any shall be clearly indicated in the manufacturer's O&M manual
- 8.2.3. The design shall provide for high availability of equipment by ensuring high mean- time between failures (MTBF) and low mean-time-to-repair (MTTR).

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## 9. TECHNICAL PARAMETERS OF EQUIPMENT (INCL. DATA SHEET)

## 9.1 Technical Datasheet to be submitted with Bid.

Sr. No.	Description	Unit	Specific Requirements	Bidder's Response
1.0	GENERAL			
1.1	Application		For supply of critical load of DCS / SCADA / Servers / HMIs/Emergency Lighting/IT loads/E-security and PCs.	
1.2	Make & Model			
1.3	Type of UPS		Parallel redundant with Servo Control Voltage stabilizer with Static by-pass	
1.4	Overall Dimension of UPS		Vendor Specific	
1.6	Heat load for ventilation & air-conditioning Requirement			
1.6	Method of energy storage		As per requirement	
1.7	Installation		Indoor, Natural Ventilated	
1.8	Ambient Temperature	°C	50	
1.9	Relative Humidity		Up to 95 % non-condensing	
1.10	Reference Standard		IS 16242 Parts 1-3: Uninterruptible Power Systems	
1.11	Sheet Steel Thickness		2mm CRCA for doors and 1.6 mm CRCA for side covers	
1.12	Degree of Protection as per IS -23947		IP – 42/IP-55 (As per site requirement ,please refer Section A Project specification)	
1.13	Painting			
	Exterior		RAL-7032	
	Interior		RAL-7032	
1.14	Cable Entry		Bottom	
1.15	Acoustic Noise Level	dBa	60 - 65 dBa upto 40 kVA measured at a distance of 1 m	

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1.16	Space Heater, 240 V, 1 ph		Required	
	Weight of the complete panel	Kg		
2.0	Rectifier / Battery Charger			
2.1	Type		3Ph, Advanced PFC rectifier with IGBT based charger.	
2.2	Input Voltage	V	415 V AC 3 Ph, 3 W (+15% /- 15%)	
2.3	Fault level at point of common coupling		25 kA for 3 Sec	
2.4	Allowable Variation			
	a) Voltage	%	+/- 1%	
	b) Frequency	%	+ /- 10%	
	c) Combined Voltage & Frequency	%	+ /- 10	
2.5	Ripple content in DC output at battery charger point		<1%	
2.6	Power factor at rated load		≥ 0.92 at full load and Nominal input Voltage	
2.7	Constant Current mode for Boost charging of UPS battery	Yes/No	Bidder to specify	
3.0	Static Inverter			
3.1	Type		IGBT Based PWM technology	
3.2	AC Output Voltage		<u>110 V / 240V / 415 V</u>	
3.3	AC output voltage % Regulation		±1%	
3.4	Frequency variation		50 Hz (+/- 0.1Hz)	
3.5	Transient Voltage regulation	%	Less than +/- 5 % for 100 % for step load	
3.6	Rated full load capacity at 0.8 power factor			
3.7	Total harmonic content at 100% linear load		<2%	

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3.8	Total harmonic content at 100% nonlinear load	<5%	
3.9	Voltage Waveform	Sinusoidal	
3.10	Range of adjustment of AC output Voltage	+/- 5% at rated load	
3.11	Overload Capacity	i) 125% for 10 Min ii) 150% for 1 Min	
3.12	Slew Rate	0.2 Hz/Sec	
4	Static Transfer Switch		
	Type	SCR Based	
	Transfer time	No break in Sync mode <10 msec. in async. Mode	
	Overload Capacity	i) 125% for 10min ii) 150% for 60 sec iii) 1000% for 100msec.	
5	Manual Bypass MCCB		
	Type	Thermo Magnetic Type	
	Rated Voltage	415V AC	
6	SERVO CONTROL VOLTAGE STABILISER		
6.1	Make	Vendor Specific	
6.2	Type	Servo	
6.3	Transformer type	Isolation	
6.4	No. of phases	3Ph - 1Ph	

6.5	Frequency	50Hz	
6.6	Capacity	As per section A	
6.7	AC Output Rated Voltage	110V / 240 V / 415V	
6.8	Input Voltage	415V AC 3Ph 3 Wire(+10%/-	

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			10%)	
6.9	Overload Protection		110% for 10 mins	
6.10	Input fault level		50kA	
6.11	Ingress Protection		IP-42	
6.12	SCVS capacity		120% required	
7	Battery Bank			
7.1	Make			
7.2	Type		Lead Acid /Ni-cad refer section A	
7.3	Number of Battery Sets required		Bidder to Specify	
7.4	Number of Cells in each bank In Series		Bidder to Specify	
7.5	Ampere Hour capacity of Battery at 27 Deg.		Bidder to Specify	
7.6	Expected fault level at bus (short due to battery circuit current.)		Amps	
7.7	Total resistance of Battery		Ohms	
7.8	Resistance of inter-cell connectors		Ohms	
7.9	AH efficiency at rated load		%	
7.10	Watt-hour efficiency at rated load		%	
7.11	Type of positive plate		Lead acid (Plante/Tubular)/Ni-Cad	
7.12	No. of positive plates/cell		Bidder to Specify	
7.13	No. of cells required to give rated DC voltage		Bidder to Specify	

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7.14	Whether positive plates		Yes/No	
	of individual cells are interchangeable.			
7.15	Whether negative plates of individual cells are interchangeable.		Yes/No	
8.0	AC DISTRIBUTION BOX			
8.1	Type		Independent	
8.2	Construction		Modular, fixed execution, single front	
8.3	Thickness of sheet Steel		2mm, CRCA for load bearing members and 1.6mm CRCA for non-load bearing members	
8.4	Degree of Protection		IP52	
8.5	Fault Level		25 kA, 3 Sec	
8.6	Bus bars			
8.7	Incoming		MCCB	
8.8	Outgoing		MCCB/MCB	
8.9	Cable entry facility		Bottom	

#### 10. QUALITY REQUIREMENTS, INSPECTION & TESTING (INCL. SQP & SFP)

To ensure that a well-engineered and contractually compliant system is produced, Bidder shall adhere to a quality assurance program for the preparation of all contract deliverables. The program shall provide for early detection of actual or potential deficiencies, timely and effective corrective action, and a method of tracking all such deficiencies.

##### 10.1 Factory Acceptance Test (FAT)

10.1.1. The Bidder shall adhere to the Standard Quality Plan of Tata Power attached with this specification. The purpose is to ensure that the Bidder has interpreted the specified requirements correctly and that the FAT includes checking to the degree required by the user. The general philosophy shall be to deliver a system to site only after it has been thoroughly tested and its specified performance has been verified, as far as site conditions can be simulated in a test lab.

10.1.2. The purpose of Factory Acceptance Testing is to ensure trouble free installation at site. Prior to release for shipment of the equipment the Purchaser or his representative will witness Factory Acceptance Test (FAT) in which the system is checked against the specifications.

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10.1.3. Type and routine tests certificates for all components made use in the UPS system shall be furnished as per the list below. Tests for components shall be as per relevant standard specifications:

- 10.1.3.1. Temperature rise test at maximum rated continuous current in float/boost mode
- 10.1.3.2. Equipment reactance, voltage regulation, efficiency, power factor, IR, Open circuit, short circuit and full load test
- 10.1.3.3. Cell type test (forward reverse characteristic curve, forward reverse volt drop, IR, load test, power loss, temperature rise test)
- 10.1.3.4. IP degree protection
- 10.1.3.5. Noise level
- 10.1.3.6. EMC test

10.1.4. All test routine test, performance test, special tests, type tests and acceptance test as per the relevant standards and approved MQP shall be carried out on UPS, Batteries and Distribution Boards. Minimum shop testing requirements are specified in the attached Standard Quality Plans. All applicable Type test report shall be submitted with the bid and shall not be older than 5 years.

10.1.5. Endurance test on static switches shall be performed for not less than 10 transfer/ retransfer cycles at full load.

10.1.6. The complete assembled UPS system shall be operated at rated load under relevant ambient conditions for not less than 96 hours continuously prior to release for shipment.

10.1.7. Bidder shall incorporate all FAT comments prior to despatch. After Bidder confirms that all changes have been incorporated, Purchaser's Office will issue Despatch Clearance.

10.1.8. The Test Reports as well as Test Certificates of OEM, third party, Bidder shall be submitted for approval / verification. Type test reports shall not be more than 5 years old.

10.1.9. FAT and Despatch Clearance by the Purchaser shall not relieve the Bidder from complete responsibility for the total system and its performance subsequently.

10.1.10. Minimum Inspection & Testing requirements are defined in following attached documents:

- 10.1.10.1. Standard Quality Plan for UPS- TPQAIT-QAXX-00-EX-SQP-152-REV
- 10.1.10.2. Standard Field Quality Plan for UPS - TPQAIT-QAXX-00-EX-FQP-147 REV 0
- 10.1.10.3. Standard Quality Plan for Battery Set - TPQAIT-QAXX-00-EX-SQP-153 REV 0
- 10.1.10.4. Standard Field Quality Plan for Battery Bank Installation - TPQA&I-QAXX-00-EXFQP-148 REV. 0

10.2 Commissioning Check List

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Bidder shall furnish the Commissioning check list for Tata Power approval before commissioning the UPS at Site. As such checklist shall cover site-specific tests including interconnections with field equipment and other systems. Apart from testing and commissioning, unstructured tests shall be employed as necessary, to verify overall system operation under field conditions.

#### 11. PERFORMANCE REQUIREMENTS

Following parameters should be guaranteed by the bidder.

Sr. No	PARAMETER	GUARANTEED VALUE
1	Voltage regulation	
	<ul style="list-style-type: none"> <li>• Steady state</li> <li>• 100% Step Load</li> </ul>	± 1% ± 5%
2	Total Harmonic Distortion	< 3%
3	Bypass Synchronization	± 1% to 6 % Field
4	Voltage Waveform	Sinusoidal
5	Fault Level Protection	25KA for 3 Sec
6	Overload Capacity	i) 125% for 10 Min i) 150% for 1 Min

#### 12. SPARES AND SPECIAL TOOLS & TACKLES

##### SPARES

The spares supplied shall be strictly interchangeable with parts for which they are intended for replacement. The spares shall be treated and packed for long storage (minimum 5 years) under the climatic conditions prevailing at the site.

##### 12.1 Start-Up Spares

The start-up spares are those spares which will be required during start-up and commissioning of the equipment/systems, and until Final Take Over. It is the responsibility of the bidder to supply all

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the necessary spares as required until the equipment/systems are handed over to the Owner. An adequate stock of start-up spares shall be available at

the site such that the start-up and commissioning of the equipment/systems, performance testing and handing over the equipment/systems to the Owner will be carried out without hindrance and delay. All start-up spares which remain unused after the taking over the sub-station shall remain the property of the Owner. The Bidder shall furnish the Schedule of Start-up Spares

## 12.2 Mandatory / Essential Spares

Essential spares are those considered necessary by the owner for first three (5) years of normal sub-station operation. A list of such spares has been listed in the below mentioned table and the same shall be included in bidder's scope. When a particular item of spares is indicated as 'percentage', it shall be considered as percentage of total number of that item of spares in the single equipment/system, unless specified otherwise and the fraction shall be rounded-off to the next higher whole number. Whenever the item of spares has been indicated as 'set' the same shall mean the supply for a single equipment/system. One set of spares for the particular equipment shall mean the total quantities of that particular spares for a single equipment e.g., 'set' of Server, set of Gateways, shall include HMI, keyboard, mouse etc. The 'set' shall however include all components required to replace that item of spares. The Owner reserves the right to buy any of the essential spare parts as considered necessary.

In case during start-up and commissioning certain essential spares are used up, the same shall be replaced within one (1) month without any commercial implications.

VENDOR shall furnish details for all below given essential spares as per the approved vendor document list.

Sr. No.	Description of spare	Quantity recommended (Per Set)	Total Sets required
1	MCCBs of each type and rating	1 no. each	
2	MCBs of each type and rating	1 no. each	
3	Semiconductor fuses of each rating	1 no. each	
4	Control cards of each type and rating	1 no. each	
5	Thyristors / Power Transistors of each type and rating	1 no. each	
6	Power diodes of each type and rating	1 no. each	

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7	Relays & Power contactors of each type.	1 no. each	
8	Filter capacitors of each type and Rating	2 nos. each	

9	Filter choke	1 no. each	
10	Meters of each type and rating	1 no. each	
11	Current transformers of each type and Rating	1 no. each	
12	Fan of each rating	1 no. each	
13	HAL effect sensors	2 nos. each	
14	LEDs of each type	2 nos. each	
15	Static switch of each type and rating	1 no. each	

### 12.3 Recommended Spares

- 12.3.1. In addition to the spares mentioned above, the Bidder shall also furnish in his bid a list of recommended spares with unit prices. The Owner reserves the right to buy any of the recommended spare parts as considered necessary by him. The prices of recommended spares shall be consistent with those of start-up/essential spares. Purchase of these spare parts will be covered by a separate order or an amendment to the contract.
- 12.3.2. The Bidder shall provide a list of recommended spares for a period of five years from the date of Site Acceptance Test (SAT) and confirm that the shelf-life of these spares is such as to last for at least 7 years from the date of SAT.
- 12.3.3. The Bidder shall provide the MTBF of various components, sub-assemblies, assemblies etc. (recommended as spares) and the relationship between MTBF and spare quantities recommended.
- 12.3.4. The Bidder shall submit the product life cycle details of the all hardware offered under this RFP. The table below indicate the minimum requirement of the owner, bidder to include the spares, which are not part of this table, but required for maintenance and upkeep of the system.

### 12.4 SPECIAL TOOLS & TACKLES

Bidder to consider and supply special tools and tackles required for erection, commissioning and maintenance of the offered system. After commissioning of the system all tools and tackles shall be handed over to Owner's Project/Maintenance team.

Sr. No.	Description of tools & tackles	Quantity recommended per unit of equipment	Delivery period from date of LOI	Remarks
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### 13. DATA SUBMISSION BY BIDDER

#### 13.1 ALONGWITH BID

- 13.1.1. Filled up Technical Data Sheet for offer UPS.
- 13.1.2. Technical Deviations if any
- 13.1.3. Typical GA diagram for offered UPS.
- 13.1.4. Type test report for UPS of similar rating as offered.
- 13.1.5. List of mandatory/recommended spares & tools & tackles
- 13.1.6. Typical scheme drawing for UPS

#### 13.2 AFTER AWARD OF CONTRACT

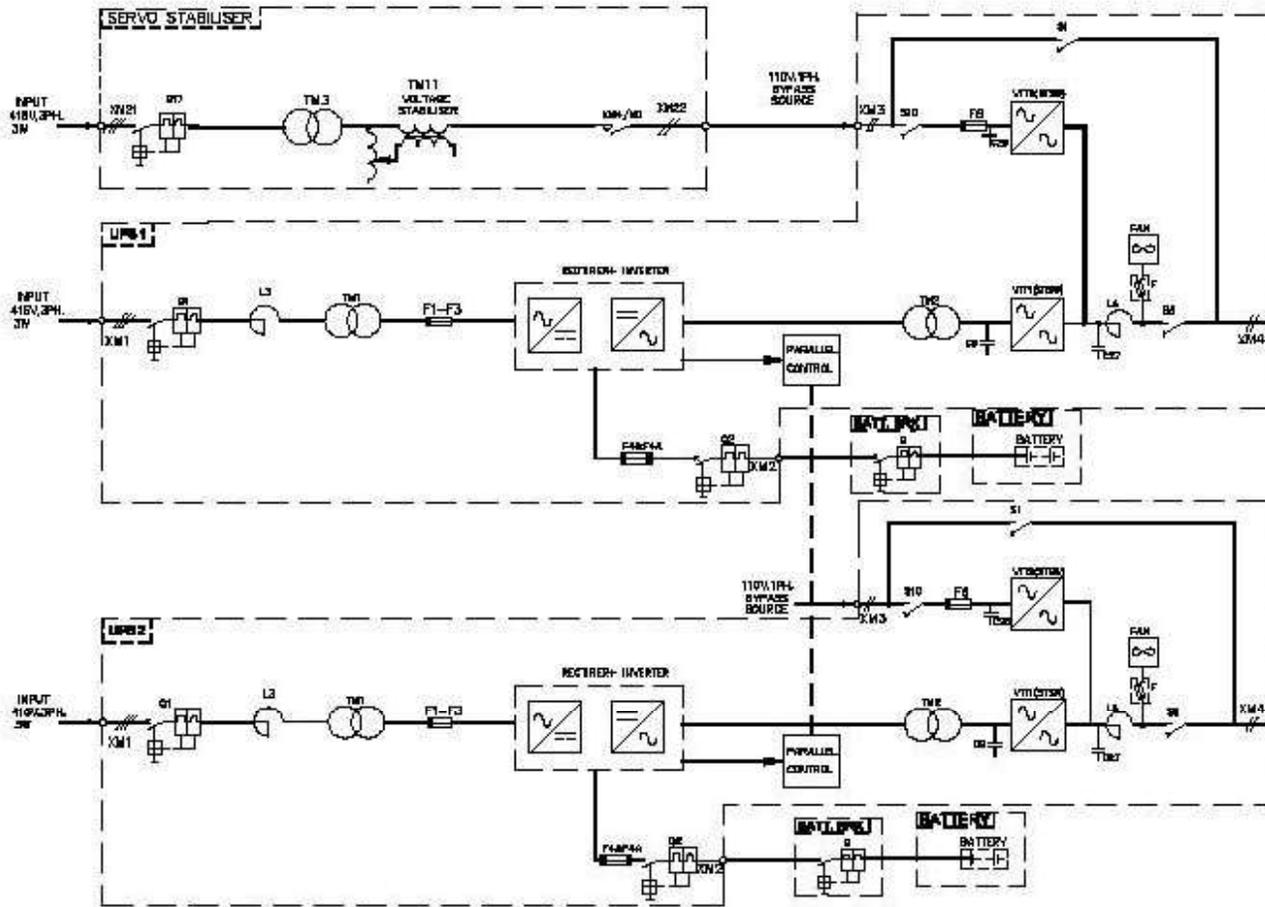
- 13.2.1. GA diagram of charger panel
- 13.2.2. Bill of material
- 13.2.3. Commissioning check list
- 13.2.4. O&M Manual
- 13.2.5. Manufacturing Quality Plans and Field Quality Plans for UPS, Batteries and Distribution Board
- 13.2.6. Scheme drawing for the UPS
- 13.2.7. MQP
- 13.2.8. FQP / mandatory spare list

### 14. ANNEXURES

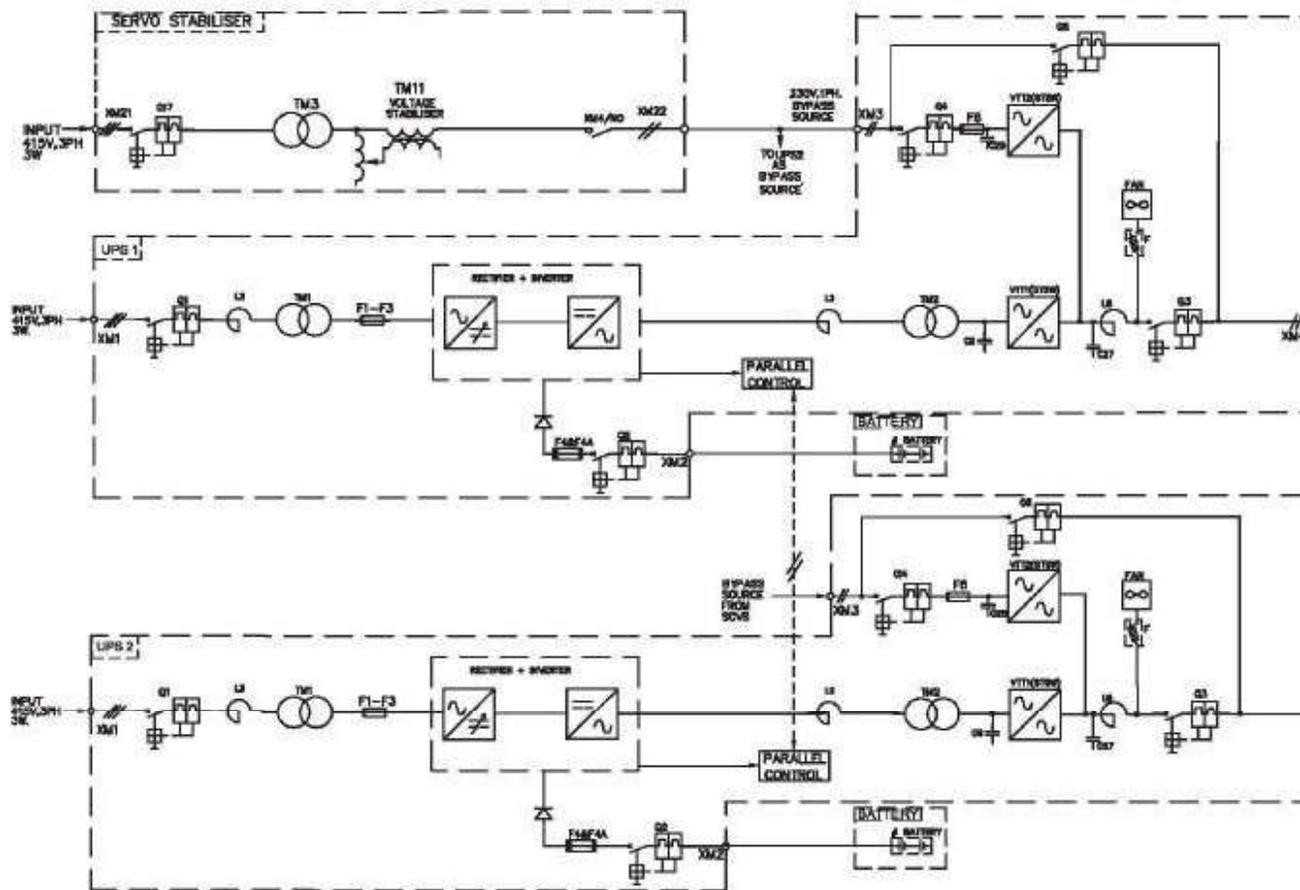
- 14.1 Annexure 1: Typical UPS SLD
- 14.2 Annexure 2: SCADA I/O List
- 14.3 Annexure 3: Standard Quality Plan for UPS- TPQAIT-QAXX-00-EX-SQP-152-REV 0
- 14.4 Annexure 4: Standard Field Quality Plan for UPS - TPQAIT-QAXX-00-EX-FQP-147 REV 0
- 14.5 Annexure 5: Bidder Pre Qualifying Requirement

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## Annexure 1 A Typical Scheme with Independent battery Bank



## Annexure - 1 B Typical Scheme with Station Battery Back up



## Annexure - II

Sr. No	SCADA I/O List for UPS		
1.1	UPS-1 COMMON ALARM	SPI	Operated/ Healthy
1.2	UPS-1 INV SAT TRIP	SPI	Operated/ Healthy
1.3	UPS-1 BATT. DISCHARGE	SPI	Reset /Operated
1.4	UPS-1 LOAD ON BYPASS	SPI	Operated/ Healthy
1.5	UPS-1 LOW BATTERY	SPI	Healthy/Faulty
2.1	UPS-2 COMMON ALARM	SPI	Operated/ Healthy
2.2	UPS-2 INV SAT TRIP	SPI	Operated/ Healthy
2.3	UPS-2 BATT. DISCHARGE	SPI	Reset /Operated
2.4	UPS-2 LOAD ON BYPASS	SPI	Operated/ Healthy
2.5	UPS-2 LOW BATTERY	SPI	Healthy/Faulty
3.1	Charger mode	SPI	Float/Boost
3.2	Charger DC Earth Fault	SPI	Operated/ Healthy
3.3	Charger DC Under Voltage	SPI	Operated/ Healthy
3.4	Charger DC Rectifier Fault/No Can	SPI	Operated/ Healthy
3.5	Charger DC Output MCCB	SPI	Trip/Normal
3.6	Charger AC input MCCB	SPI	Trip/Normal
3.7	Charger AC Under Voltage	SPI	Operated/ Healthy
4	<b>ALARMS</b>		
4.1	Mains voltage fail		
4.2	Rectifier fail		
4.3	Battery breaker off		
4.4	Inverter fail		
4.5	Load on bypass		

4.6	Overload		
4.7	Over temperature		
4.8	Manual bypass ON		
4.9	Static bypass switch off		
4.1	Output switch open		
4.11	Inverter ON/OFF		
4.12	Asynchronous condition		
4.13	DC ground fault		
4.14	Synchro inhibited		

TATA POWER		The Tata Power Company Limited Corporate Engineering-Quality Assurance & Inspection		 TATA
TPQAIT-QAXX-00-EX-SQP-152-REV 0		STANDARD QUALITY PLAN FOR UPS		Date of Issue:
Sr. No.	COMPONENT / OPERATION	CHARACTERISTICS CHECKED	TYPE / METHOD OF CHECK	Remarks
1	2	3	4	5
1.0	<b>MATERIAL:</b> All material shall be as per approved drawing/ data sheet/ Specifications.			
1.1	Copper Conductor/Flats,	Chemical composition, physical properties, impurities, Electrical properties.	Review of co-related MTC. As per Approved drawing/Data Sheet and Relevant Standard. IS:191	
1.2	Reactor/Choke (Magnetic Component)	Routine Tests: Leakage Inductance, Quality Factor, Continuity Test, DC resistance, IR, HV Dielectric Test Type Test Certificates: Short Time Current Rating, Heat Run Test	Review of co-related MTC As per Approved drawing/Data Sheet and Relevant Standard	
1.3	Current Transformer Including Toroidal and E-type Cores	Verification of Type, Rating, Vendor Electrical Checks	Review of co-related MTC. As per Manufacturer drawing/Data Sheet and IS:2705	
1.4	Capacitors	Verification of Type, Rating, Vendor Electrical Checks	Review of co-related MTC. As per Manufacturer drawing/Data Sheet and IS:13648, IS:13340	
1.5	Rectifier Element (SCR/DIODES/MOSFETS /IGBT/ZENER DIODES/OTHERS)	Verification of Type, Rating, Vendor Electrical Checks, Cell element Forward and Reverse Volt Drop test	Review of co-related MTC. As per Manufacturer drawing/Data Sheet and IS:3895-1966 IS:4540-1968	
1.6	Power Resistors, Potentiometers	Verification of Type, Rating, Vendor Electrical Checks	Review of co-related MTC. As per Manufacturer drawing/Data Sheet and IS:5786, IS:1765	
1.7	Meters and Transducers	Verification of Type, Rating, Vendor Electrical Checks	Review of co-related MTC. As per Manufacturer drawing/Data Sheet and IS:1248	
1.8	Protection Relays, Controller Unit	Verification of Type, Rating, Vendor Electrical Checks	Review of co-related MTC. As per Manufacturer drawing/Data Sheet and relevant standards	
2.0	<b>INPROCESS INSPECTION:</b> (Generally in line with manufacturer standard)			
3.0	<b>FINAL INSPECTION ( IEC )</b>			
3.1	<b>Routine Tests (Customer Hold Point)</b>			
3.1.1	Visual/Physical			
3.1.1.1		Name Plate, Dimensions, Door Alignment, Straightness, Gasketing Checks, Cable Gland Plate, LOTO arrangement.	Visual, Physical, Measurement	
3.1.1.2		Paint Type, Shade(Tata Power Approved), Thickness, Peel off/Adhesion Test as per relevant standards	Visual, Physical, Measurement	
3.1.1.3		Bill Of Material	Visual	
3.1.2	Electrical			
3.1.2.1		Verification of correct wiring, neatness and firm termination. Firmness of cards and terminations	Testing as per IS 3895, IS 4540 and relevant standards and approved drawing, GTP	
3.1.2.2		High Voltage Test at 2 kV Insulation Resistance Before and After HV Test		IR value > 2MΩ
3.1.2.3		Calibration Verification check of Metering and Protection circuits by primary voltage and primary current injection test		
3.1.3	Protection Test			
3.1.3.1		Overload Test (125% 10 minutes and 150% 1 minute)	Testing as per IS 4540 and relevant standards and approved drawing, GTP	
3.1.3.2		Earth Fault testing		

AZ [Signature] 15 Oct 2017



The Tata Power Company Limited  
Corporate Engineering-Quality Assurance & Inspection



TPQAIT-QAXX-00-EX-SQP-152-REV 0

STANDARD QUALITY PLAN FOR UPS

Date of Issue:

Sr. No.	COMPONENT / OPERATION	CHARACTERISTICS CHECKED	TYPE / METHOD OF CHECK	Remarks
1	2	3	4	5
3.1.4	Operation Test			
3.1.4.1		UPS ON/OFF Operation	Testing as per IS 4540 and relevant standards and approved drawing, GTP	
3.1.4.2		Battery Back Up Test		
3.1.4.3		Static Bypass Check (If both UPS fail Load should transfer on Bypass)		
3.1.4.4		Load Sharing Current Division in Parallel UPS		
3.1.4.5		Load Transfer 100% to Stand By Parallel Redundant UPS Transfer of load during fault in one UPS		
3.1.4.6		Transfer Re-transfer		
3.1.4.7		AC input failure AC input return		
3.1.5	Performance Test			
3.1.5.1		Ripple Measurement, Crest Factor, Out Put Sine Level	Testing as per IS 4540 and relevant standards and approved drawing, GTP	
3.1.5.2		Full Load Test and Voltage Line Regulation at Full Load		
3.1.5.3		Harmonic Measurement at 50% and 100% of Load and out put THD		
3.1.5.4		Efficiency test at nominal input voltage at 25%, 50%, 75% and 100% loads		
3.1.5.5		Power Factor at nominal input voltage and rated Load		
3.1.5.6		Out Put Frequency Variation		
3.1.5.7		Short Circuit Test		
3.1.5.8		No Load Test		
3.1.5.9		Audible Noise Level		
3.1.6	Annunciation Test			
3.1.6.1		AC and DC UV, OV Check	Testing as per IS 4540 and relevant standards and approved drawing, GTP	
3.1.6.2		Earth Fault Check		
3.1.6.3		MCB Trip, AC Main Fail, Annunciation Supply Fail		
3.1.6.4		Change Over		
3.2	Type Test as per (IS/IEC)			
3.2.1	Type Test	Temperature Rise Test (Heat Run Test) at Maximum Rated Continuous Current in Float/Boost mode.	IS 3895 IS 4540	Valid Certificate of type test conducted as per mutual agreement not older than 5 years duly verified by Tata Power Project Engineering should be made available for reference during routine/ acceptance test
3.2.2		Equipment Reactance, Voltage Regulation, Efficiency, Power Factor, IR, Open Circuit, Short Circuit and Full Load Test.	IS 4540	
3.2.2		Cell type test (forward reverse characteristic curve, forward reverse volt drop, IR, Load test, Power loss, Temperature rise test.	IS 3895 IS 4540	
3.2.2		IP degree protection.	IEC 60529	
3.2.3		Noise Level		
3.2.4		Electro Magnetic Compatibility Test	IEC 61000	
4.0	Document review & Issuance of IRN			
4.1	Document review & Issuance of IRN	Review of Quality dossier (*) & Inspection report	Review	(*) along with index.
4.2	Dispatch	Issue of Release Note/MDCC	Customer Hold Point	
N O T E	<p>A) STATUTORY REQUIREMENTS WILL BE COMPLIED BY THE CONTRACTOR            B) ALL MATERIAL SHALL BE AS PER APPROVED DRAWINGS / DATA SHEET.            C) TATA POWER / ITS REP IDENTIFICATION STAMP ON MATERIALS WILL BE PRESERVED, IF READ, SAME SHALL BE TRANSFERRED BY TATA POWER / ITS REP ONLY            D) FINAL INSPECTION OF THE MAJOR ACTIVITIES ARE WITNESSED BY CLIENT AND IT IS HOLD POINT (AT THE DISCRETION TATA POWER)            E) MANUFACTURER SHALL PREPARE AND SUBMIT COMPLETE MANUFACTURING QUALITY PLAN IN PRESCRIBED FORMAT OR THEIR REGULAR FORMAT INDICATING THEIR REGULAR PRACTICES, TAKING CARE OF MINIMUM REQUIREMENT AS INDICATED ABOVE.            F) INSPECTION OF SPARES SHALL BE MANUFACTURED &amp; INSPECTED AS PER APPLICABLE CLAUSES OF THIS QUALITY PLAN. SPARES OFFERED FOR INSPECTION SHALL BE PREFERRED ALONG WITH MAIN ITEMS (IF ORDERED)            G) AS PER SPECIFICATION PROPER PAINTING &amp; PACKING SHALL BE ENSURED BY VENDOR BEFORE SHIPMENT TO AVOID ANY TRANSIT DAMAGE.            H) ANY SEPARATE TEST SHALL BE CARRIED OUT IF CALLED FOR IN ACCORDANCE WITH TATA POWER TECHNICAL SPECIFICATION OR AS PER MUTUALLY AGREED IIR/OP.            I) CALIBRATION CERTIFICATES OF THE EQUIPMENT (INSTRUMENTS) USED FOR INSPECTION SHALL BE PROVIDED FOR REVIEW            J) TATA POWER RESERVES THE RIGHT TO DEMAND VERIFY/AUDIT/WITNESS ANY OF THE CHECK POINTS MENTIONED IN THE SCOPE OF THE SUPPLIER</p>			

Meant for (Internal Circulation / External - Stakeholders Circulation)

*Handwritten signatures and dates:*  
 15 Feb 2017  
 17/02/17

**TATA POWER**The Tata Power Company Limited  
Corporate Engineering-Quality Assurance Inspection & TestingTPQAIT-QAXX-00-EX-FQP-  
147 REV.0FIELD QUALITY PLAN FOR  
UPS INSTALLATION

Sr. No	COMPONENT / OPERATION	CHARACTERISTICS CHECKED	CLASS OF CHECK	TYPE OF CHECK	EXTENT / FREQUENCY OF CHECK	REFERENCE DOCUMENTS / ACCEPTANCE NORM	FORMAT OF RECORD	REMARKS
1.0	<u>Receipt of Material</u>	Availability of Instruction manuals, drawings, quality dossier. Verification of main unit and all loose items / accessories for any visual damage and shortage during transit.	Minor	Physical	At the Time of Receipt.	IRN, MDCC, Bill of material, shipping list	Site register	Any shortfall/ damage shall be analyzed & reported jointly with site FOC
2.0	<u>Storage &amp; Preservation</u>	UPS: Storage Type-2. (for short term storage) For long term Type- 3 / 4	Major	Physical	At the time of storage.	Manufacturer's Instruction Manual.	Site register	Short term storage shall be 1 month or as per manufacturer's recommendation which ever is stringent
3.0	<u>Transportation from storage yard</u>	Transporting of panels from storage yard to UPS room using proper loading tools and tackles.	Minor	Physical	100%	Manufacturer's Instruction Manual.	Site register	
4.0	<u>Unpacking</u>	Check material thoroughly and report damage in any	Major	Physical	100%	Dispatch document and packing list	Joint inspection record	
5.0	<u>Pre erection</u>	Check availability of all tools, tackles and ropes etc. required for erection work are available. Check UPS panel location & readiness of foundation. (As per joint protocol signed with Civil) Check clearance from wall /column is as per drawing Check alignment and leveling of base frame as per drawing. Check tack welding with existing structure/ grouting of panel frame (As applicable) Connect various sections/ units and complete inter panel connections (as applicable) Check torque Tightness of interpanel connection Check completeness of panel as per drawing including earthing connections.	Minor	Physical	100%	Manufacturer's Instruction Manual.	Site register	
6.0	<u>Erection of UPS system</u>	Check alignment and leveling of base frame as per drawing. Check tack welding with existing structure/ grouting of panel frame (As applicable) Connect various sections/ units and complete inter panel connections (as applicable) Check torque Tightness of interpanel connection Check completeness of panel as per drawing including earthing connections.	Major	Measurement Physical	100%	Site Approved Drawing.	SIR* (Site Inspection Report)	

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# TATA POWER

The Tata Power Company Limited  
Corporate Engineering-Quality Assurance Inspection & Testing



TPQA/IT-QA/XX-00-EX-FQP-147 REV.0

## FIELD QUALITY PLAN FOR UPS INSTALLATION

Sr. No	COMPONENT / OPERATION	CHARACTERISTICS CHECKED	CLASS OF CHECK	TYPE OF CHECK	EXTENT / FREQUENCY OF CHECK	REFERENCE DOCUMENTS / ACCEPTANCE NORM	FORMAT OF RECORD	REMARKS	
7.0	<u>Pre commissioning checks</u>	Measure IR of power and control circuit before and after HV test.	Critical	Measurement	100%	Manufacturer's Test Certificate.	SIR- (Site Inspection Report)		
		Carry out HV test on main busbar.		Physical					
		Check tightness of bus bar joints, termination, cleanliness i.e. Removal of loose wire, foreign particles		Measurement					
8.0	<u>Commissioning checks (indicative)</u>	Conduct functional Checks by current injection for relay, indicating meters	Critical	Physical	100%	Approved Drg. Data sheet.	Commissioning Report.	Commissioning checks are to be finalized by CTDS/ Engg with commissioning team and to be followed	
		Check Trip and alarm signals for over voltage test, under voltage test through SCADA/ LOP as applicable		Measurement					
		Conduct Mains failure test, mains return test, synchronization test through local /remote		Physical					
9.0	<u>Handing Over</u>	Obtain charging clearance of UPS from appropriate authority.	Critical	Visual	100%	Approved Drg. Data sheet.	Commissioning Report.	Commissioning checks are to be finalized by CTDS/ Engg with commissioning team and to be followed	
	<u>Final documentation</u>	Compilation of all field inspection protocol, test reports including closure of non conformance if any.	Critical	Visual	100%	SAT (Site acceptance test report)		Handing over will be done to commissioning team	
		<p><b>NOTE:</b> A). STATUTORY REQUIREMENTS WILL BE COMPLIED BY THE CONTRACTOR.                  B). FOR STAGES WITNESSED / DOCUMENTS REVIEWED BY TATA POWER, COPIES OF RELEVANT DOCUMENTS WILL BE FURNISHED TO TATA POWER.                  C). TATA POWER / ITS REP. IDENTIFICATION STAMP ON MATERIALS WILL BE PRESERVED / GOT TRANSCRIBED BY TATA POWER / ITS REP AT APPROPRIATE STAGES. (IF REQUIRED).                  D). THE EXTENT INDICATED IN COLUMN 6 IS IN CONTRACTOR'S SCOPE. TATA POWER MAY INSPECT AS PER THIS COLUMN OR RANDOM SAMPLES AT ITS DISCRETION.                  E). COLUMN 7 WILL BE AS PER TATA POWER APPROVED DRAWINGS / DATA SHEETS / CONTRACT DOCUMENTS WHEREVER APPLICABLE.                  F). INSTRUMENTS FOR LEAK TESTS AND PERFORMANCE TESTS WILL HAVE VALID CALIBRATION CERTIFICATE WITH TRACEABILITY TO NATIONAL LEVEL.</p>							
		<p><b>Critical Category is HOLD point.</b>                  This activity required inspection / Verification &amp; acceptance by inspection authority responsible for this stage before further processing is permitted. 24 Hrs advance notice to be given to TATA POWER QA/QC. Contractor /sub contractor shall not process activity beyond HOLD point without written permission by TATA POWER QA/QC.                  This activity shall be formed by TATA POWER (Execution +QA/QC), Main &amp; Sub- Contractor (Execution +QA/QC).                  ( Also Surveillance by Head FOA / Project Head )</p>							
		<p><b>Major Category is Witness point.</b>                  This activity required inspection / Verification &amp; acceptance by inspection authority responsible for this stage before further processing. 24 Hrs advance notice to be given to TATA POWER (Execution) . Contractor /sub contractor shall not process activity beyond Witness point without written permission by TATA POWER (Execution). This activity shall be performed by TATA POWER ( Execution ), Main and Sub- Contractor (Execution +QA/QC).                  ( Surveillance by FOA )</p>							
		<p><b>Minor Category is Review point.</b>                  This activity required review of documents by TATA POWER for the compliance &amp; acceptance. However 24 Hrs advance notice to be given to TATA power (Execution). This activity shall be formed by Main and Sub- Contractor (Execution +FOC).                  ( Surveillance by Execution / Project Head ).</p>							
		<p>TATA POWER QA/QC is also authorized to carryout surveillance in any major &amp; minor class of check at their discretion.</p>							

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**TATA POWER**

The Tata Power Company Limited  
Corporate Engineering-Quality Assurance Inspection & Testing



TPQAIT-QAXX-00-EX-FQP-147 REV.0

FIELD QUALITY PLAN FOR  
UPS INSTALLATION

Sr. No	COMPONENT / OPERATION	CHARACTERISTICS CHECKED	CLASS OF CHECK	TYPE OF CHECK	EXTENT / FREQUENC Y OF CHECK	REFERENCE DOCUMENTS / ACCEPTANCE NORM	FORMAT OF RECORD	REMARKS
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STORAGE TYPE:

- TYPE-1: OPEN AREA & ABOVE GROUND ON WOODEN PLANK WITH SLOPE FOR WATER DISPOSITION.
- TYPE-2: OPEN AREA & ABOVE GROUND ON WOODEN PLANK (WITH SLOPE FOR WATER DISPOSITION) AND COVERED WITH TARPAULIN.
- TYPE-3: OPEN SHED WITH FULLY FORMED FLOORING/CEMENT FLOORING.
- TYPE-4: COVERED SHED/STORE ROOM ON RACKS & IDENTIFIED LOCATION.
- TYPE-4A: CLOSED CHAMBER WITH TEMPERATURE & HUMIDITY CONTROL

NOTE: Items/equipments having shelf life like paints, alumina, desiccant etc. are to be stored separately for identification purpose.

Rev. No	Reason for Revision	Prepared By & Date	Checked By & Date	Approved By & Date
00	ISSUE FOR USE	<i>Rouadi</i> 30.03.2017	<i>CRS/20.03.2017</i>	<i>Shahid</i> 30/03/2017

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*RS*

## Bidders Prequalifying Requirements for UPS

Sheet 35 of 48

S No	Parameter	Tata Power Requirement	Documents To be submitted by Bidder to ascertain meeting of Pre-qualification requirement
1	2	3	4
1	Infrastructure	Bidder must be an OEM of UPS with manufacturing facility in India.	Self-undertaking to be submitted in this regard. Tata Power reserves the right to inspect the said manufacturing facility as a proof of compliance to this parameter.
2	Supply and Experience	<p>Bidder shall have supplied 50 nos of 10 kVA or above UPS systems with parallel redundant operation &amp; SERVO Voltage stabilizer with static by pass switch in last two years as on date of bid submission. Out of which atleast 25 numbers shall be in successful operation for more than Two (2) years as on date of bid submission.</p> <p>Indian Subsidiaries of global companies having plant in India are also eligible to bid if the qualification requirements stated above are met independently or in combination with the parent company. Declaration from parent company needs to be submitted.</p>	<p>Supply List &amp; Performance Certificates from the utilities / clients</p> <p>Self-undertaking to be submitted in this regard. TATA Power reserves the right to inspect the said manufacturing facility as a proof of compliance to this parameter.</p>
3	Type Test	<p>The bidder shall submit Type test reports obtained from NABL/ International Accredited Lab for the equipment / material offered. The type tests should have been conducted on the equipment / material manufactured at the same manufacturing Plant/s for the same design.</p> <p>The type tests should have been conducted within 5 years prior to the date of bid opening. Time period for type test may be extended by another 5 years as a special case, if there is no change in design / material of construction (MOC).</p> <p>In case the type test reports furnished are not for the quoted equipment / material but for the equipment / material with higher voltage class and/or different capacity, then type test shall be carried out for the offered equipment / material from NABL / International Accredited Lab without any cost implication to the owner and the Type Test reports shall be submitted before despatch of the equipment / material.</p>	<p>Type Test Report.</p> <p>Undertaking that there is no change in design / material of construction (MOC) if Type Test Report older than 5 years but less than 10 years prior to date of bid opening has to be considered (if applicable)</p> <p>Undertaking that type test shall be carried out for the offered equipment / material from NABL / International Accredited Lab without any cost implication to the owner and the Type Test reports shall be submitted before despatch of the equipment / material, in case type test reports furnished are not for the quoted equipment / material but for the equipment / material with higher voltage class and/or different capacity, (if applicable)</p>
4	Commercial Capability		Copy of audited Balance Sheet and P&L Account to be submitted in this regard.
5	EPC Experience (If applicable)	<p>In case the package involves installation &amp; commissioning of the equipment / material, then the bidder shall have the following experience:</p> <p>a) He should have successfully completed one single order of value ..... (80% of estimated value of similar work in last three years) OR</p> <p>b) He should have successfully completed two single orders of value ..... (50% of estimated value of similar work in last three years) OR</p> <p>c) He should have successfully completed three single orders of value ..... (40% of estimated value of similar work in last three years)</p>	Performance Certificates from the utilities / clients

## Annexure- VI

## BOQ - UPS

## Supply

SI.NO	Description	Qty. / Nos.	Unit Price (Rs.)
1.	Design, Engineering, manufacturing, Inspection, supply, loading, transport of 2 X 10kVA UPS with SCVS and required accessories- at Salsette & Kolshet R/S.	2 set	

## SERVICES

1.	Services for Installation, testing and commissioning of UPS system SCVS mentioned in supply portion @ at Salsette & Kolshet R/S.	LS	

## SPARES

1	MCCBs for each type and rating	1 no. each	
2	MCBs for each type and rating	1 no. each	
3	Semiconductor fuses of each rating	1 no. each	
4	Control cards of each type and rating	1 no. each	
5	Thyristor/ Power transistors of each type and rating	1 no. each	
6	Power diodes of each type and rating	1 no. each	
7	Relays and power contactors of each type	1 no. each	
8	Filter capacitor of each type and rating	1 no. each	
9	Filter choke	1 no. each	
10	Meters of each type and rating	1 no. each	
11	Current transformers of each type and rating	1 no. each	
12	FAN of each rating	1 no. each	
13	HAL effect sensors	2 no. each	
14	LEDs of each type	2 no. each	
15	Static switch of each type and rating	1 no. each	



**C2 - PROJECT TIME SCHEDULE**

Bidders to attach copy of Project schedule

Seal of the Company

Signature

Date

Name

Designation

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















<b>Supply</b>			
<b>Sr.NO</b>	<b>Description</b>	<b>Qty.</b>	<b>UoM</b>
1	Design, Engineering, manufacturing, Inspection, supply, loading, transport of 2 X 10kVA UPS with SCVS and required accessories- at Salsette & Kolshet R/S.	2	No.
<b>SERVICES</b>			
1	Services for Installation, testing and commissioning of UPS system SCVS mentioned in supply portion @ at Salsette & Kolshet R/S.	1	AU
<b>SPARES</b>			
1	MCCBs for each type and rating	1 no. each	No.
2	MCBs for each type and rating	1 no. each	No.
3	Semiconductor fuses of each rating	1 no. each	No.
4	Control cards of each type and rating	1 no. each	No.
5	Thyristor/ Power transistors of each type and rating	1 no. each	No.
6	Power diodes of each type and rating	1 no. each	No.
7	Relays and power contactors of each type	1 no. each	No.
8	Filter capacitor of each type and rating	1 no. each	No.
9	Filter choke	1 no. each	No.
10	Meters of each type and rating	1 no. each	No.
11	Current transformers of each type and rating	1 no. each	No.
12	FAN of each rating	1 no. each	No.
13	HAL effect sensors	2 no. each	No.
14	LEDs of each type	2 no. each	No.
15	Static switch of each type and rating	1 no. each	No.

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC25DDM035*

*Document Date: 31st March 2025*

## **F. Other formats / templates**

CONFIDENTIAL

**FORMAT F.1**

**AFFIDAVIT (ON LETTER HEAD)**

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

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

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

Stamp:

Sign:

Name:

Place and date:

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

**FORMAT F.2**

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

**ON BIDDER'S LETTER HEAD**

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

To

Head – Procurement

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

Dear Sir,

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

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

I / We hereby further undertake that during said period.

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

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

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

Signature along with Seal of Co.....

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

Name .....

Designation .....

E-mail (used in E-Tender):

Name of Co. ....

(In Block Letters.)

## **FORMAT F.3**

### **ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

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

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

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

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

**Signature & Seal of the Bidder**

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

Format of BID BG / EMD

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

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

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

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

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

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

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

Notwithstanding anything contained herein above:

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

**FORMAT F.5**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

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

-----

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

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

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

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

- 4.0 You shall have the right to file/make your **claim** on us under the guarantee for a **further period of six months** from the said date of expiry.
- 5.0 This guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to “ the Vendor”, which shall include but not be limited to, postponement from time to time of the exercise of any powers vested in you or any right which you may have against “ the Vendor” and to exercise the same in any manner at any time and either to enforce or forbear to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under the law would, but for this provision, have the effect of relieving our bank from its obligation under this guarantee.
- 6.0 We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to “ the Vendor” 's liabilities in respect of the premises.
- 7.0 This guarantee shall not be affected by any change in the constitution of our Bank or “ the Vendor” or for any other reason whatsoever.
- 8.0 Any claim/extension under the guarantee can be lodged at issuing outstation branch or at Mumbai branch and also become payable at our issuing outstation bank or at the Mumbai branch as per confirmatory letter/letters of the concerned bank branches as attached. **(This Confirmatory letter is to be obtained from Mumbai Branch by the vendor and submitted along with the Performance Bank Guarantee and is applicable for PBG submitted from Banks located outside Mumbai).**
- 9.0 Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs..... (Rupees ..... only ) and the guarantee will remain in force up to and including .....(Date) and shall be extended from time to time for such period or periods as may be desired by “ the Vendor” .
- 10.0 Unless a demand or claim under this guarantee is received by us in writing within six months from ..... (expiry date) i.e. on or before .....(claim period end date) we shall be discharged from all liabilities under this guarantee thereafter.

Dated at ..... , this ..... day of .....199 .



## Vendor Registration Form

## Corporate Contracts

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

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

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



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

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

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

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

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

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



## Evaluation Sheet

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

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

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



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

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

Name of the Vendor -

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

Name, Signature & Company Seal

To be filled by the Tata Power Requestor

Vendor to be registered for CATEGORY

**A**

**B**

**C**

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

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



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

### **Objective**

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

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

### **Conflict of Interest**

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

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

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

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

### **Format for declaration**

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



To

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

**Declaration on Conflict of Interest**

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

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

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

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

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

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

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

Regards,

Name, Signature and Company Seal

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC25DDM035*

*Document Date: 31st March 2025*

## **G. Policies**

CONFIDENTIAL

## HEALTH AND SAFETY POLICY

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

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

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



(Praveer Sinha)  
CEO & Managing Director

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

**TATA POWER**

Lighting up Lives!



## CORPORATE ENVIRONMENT POLICY

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

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



(Praveer Sinha)  
CEO & Managing Director

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



## CORPORATE SUSTAINABILITY POLICY

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

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

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



(Praveer Sinha)  
CEO & Managing Director

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



**The Tata Power Company Ltd**



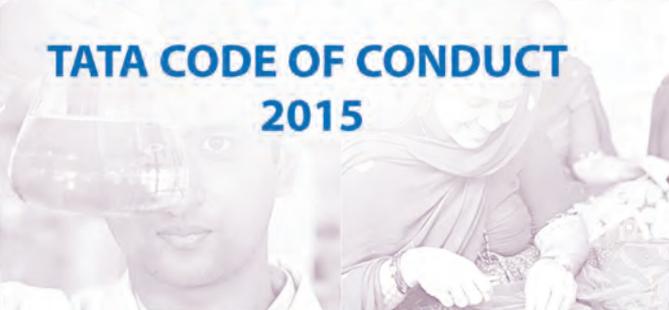
*OPEN TENDER NOTIFICATION*

*Tender Reference: CC25DDM035*

*Document Date: 31st March 2025*

## **H. Tata Code of Conduct**

CONFIDENTIAL



**TATA CODE OF CONDUCT  
2015**



## **LEADERSHIP THAT INSPIRES**

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

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

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

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



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

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

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## FOREWORD

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

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

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

**N. Chandrasekaran**

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



## A. OUR VALUES

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



### INTEGRITY

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

### UNITY

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

### RESPONSIBILITY

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

### PIONEERING

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

### EXCELLENCE

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

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

## B. SCOPE AND PURPOSE OF THIS CODE

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

### REMEMBER...

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

# OUR CORE PRINCIPLES



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

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## C. OUR CORE PRINCIPLES

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

### REMEMBER...

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

## OUR EMPLOYEES



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

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## D. OUR EMPLOYEES

### Equal opportunity employer

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

### Q&A

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

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

### REMEMBER...

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

## Dignity and respect

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

## Human rights

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

## Bribery and corruption

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

### REMEMBER...

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

## Gifts and hospitality

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

## Freedom of association

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

### REMEMBER...

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

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

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

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

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

## Working outside employment with us

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

## Integrity of information and assets

14. Our employees shall not make any wilful omissions or material misrepresentation that would compromise the integrity of our records, internal or external communications and reports, including the financial statements.
15. Our employees and directors shall seek proper authorisation prior to disclosing company or business-related information, and such disclosures shall be made in accordance with our company's media and communication policy. This includes disclosures through any forum or media, including through social media.
16. Our employees shall ensure the integrity of personal data or information provided by them to our company. We shall safeguard the privacy of all such data or information given to us in accordance with applicable company policies or law.
17. Our employees shall respect and protect all confidential information and intellectual property of our company.
18. Our employees shall safeguard the confidentiality of all third party intellectual property and data. Our employees shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.
19. Our employees shall promptly report the loss, theft or destruction of any confidential information or intellectual property and data of our company or that of any third party.

## Q&A

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

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

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

## Insider trading

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

## Q&A

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

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

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

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

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

## REMEMBER...

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

## Prohibited drugs and substances

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

## Conflicts of interest

24. Our employees and executive directors shall always act in the interest of our company and ensure that any business or personal association *including close personal relationships* which they may have, does not create a conflict of interest with their roles and duties in our company or the operations of our company. Further, our employees and executive directors shall not engage in any business, relationship or activity, which might conflict with the interest of our company or our group companies.
25. Should any actual or potential conflicts of interest arise, the concerned person must immediately report such conflicts and seek approvals as required by applicable law and company policy. The competent authority shall revert to the employee within a reasonable time as defined in our company's policy, so as to enable the concerned employee to take necessary action as advised to resolve or avoid the conflict in an expeditious manner.
26. In the case of all employees other than executive directors, the Chief Executive Officer / Managing Director shall be the competent authority, who in turn shall report such cases to the Board of Directors on a quarterly basis. In case of the Chief Executive Officer / Managing Director and executive directors, the Board of Directors of our company shall be the competent authority.

## Q&A

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

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

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

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

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

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

### REMEMBER...

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

### Examples of Potential Conflicts of Interest

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

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

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

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

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

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

### Q&A

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

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

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

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

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

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

## OUR CUSTOMERS



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

**Jamsetji Tata**

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

## E. OUR CUSTOMERS

### Products and services

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

### Export controls and trade sanctions

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

### Fair competition

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

### Dealings with customers

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

## Q&A

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

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

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

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

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

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

## REMEMBER...

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

# OUR COMMUNITIES AND THE ENVIRONMENT



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

**Jamsetji Tata**

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

## F. OUR COMMUNITIES AND THE ENVIRONMENT

### Communities

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

### The environment

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

# OUR VALUE-CHAIN PARTNERS



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

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

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

## G. OUR VALUE-CHAIN PARTNERS

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

### Q&A

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

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

### REMEMBER...

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

# OUR FINANCIAL STAKEHOLDERS



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

**Ratan Tata**

Chairman, Tata Sons (1991 – 2012)

## H. OUR FINANCIAL STAKEHOLDERS

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

# GOVERNMENTS



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

**Ratan Tata**

Chairman, Tata Sons (1991 – 2012)

## I. GOVERNMENTS

### Political non-alignment

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

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

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### Government engagement

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

# OUR GROUP COMPANIES



I do not think anyone was on par with Jamsetji as an industrial visionary. But that is not the sole reason why I have been an admirer of Jamsetji. The major reason was his sense of values, sterling values, which he imparted to this group. If someone were to ask me, what holds the Tata companies together, more than anything else, I would say it is our shared ideals and values which we have inherited from Jamsetji Tata.

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## J. OUR GROUP COMPANIES

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

### Q&A

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

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

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

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

## RAISING CONCERNS

We encourage our employees, customers, suppliers and other stakeholders to raise concerns or make disclosures when they become aware of any actual or potential violation of our Code, policies or law.

We also encourage reporting of any event (actual or potential) of misconduct that is not reflective of our values and principles.

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

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

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

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

### Q&A

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

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

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

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

## ACCOUNTABILITY

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

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

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

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

### SPEAK UP...

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

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

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

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

**NOTE**

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

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

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

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

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



## TATA CODE OF CONDUCT – 2015

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

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

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

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

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

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

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

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

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

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











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

**The Tata Power Company Ltd**



*OPEN TENDER NOTIFICATION*

*Tender Reference: CC25DDM035*

*Document Date: 31st March 2025*

## I. Ariba User Manual

CONFIDENTIAL



**SUPPLIER MANUAL ANSWERING  
TO  
E-BIDDING & E-AUCTION**

CELEBRATING 100 YEARS OF INVISIBLE GOODNESS

TATA POWER

Company Confidential	Version 1.1 DEC - 2016
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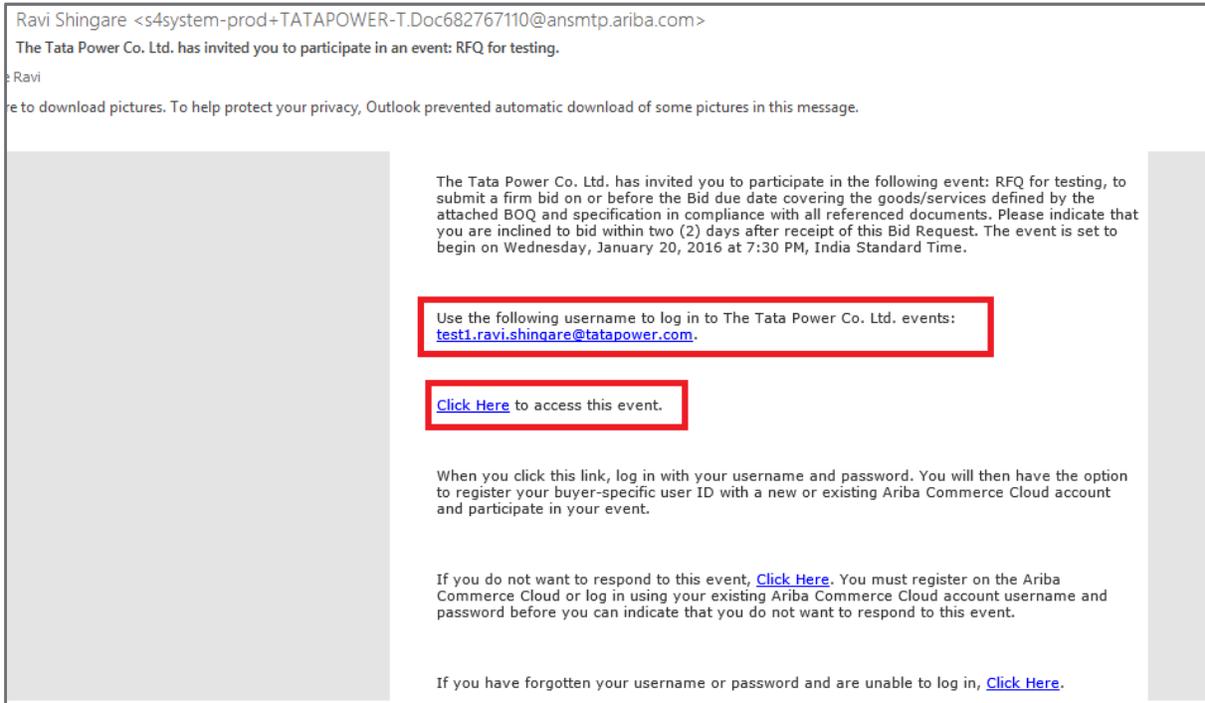
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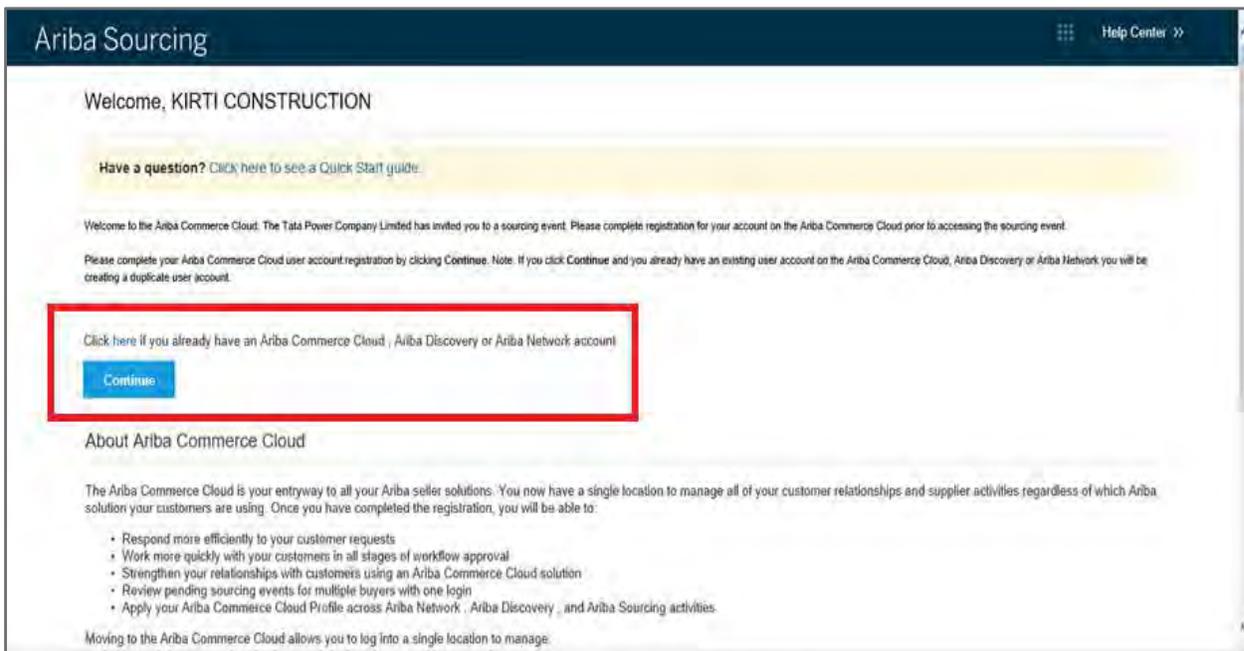
# 1- Accessing Ariba Sourcing

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

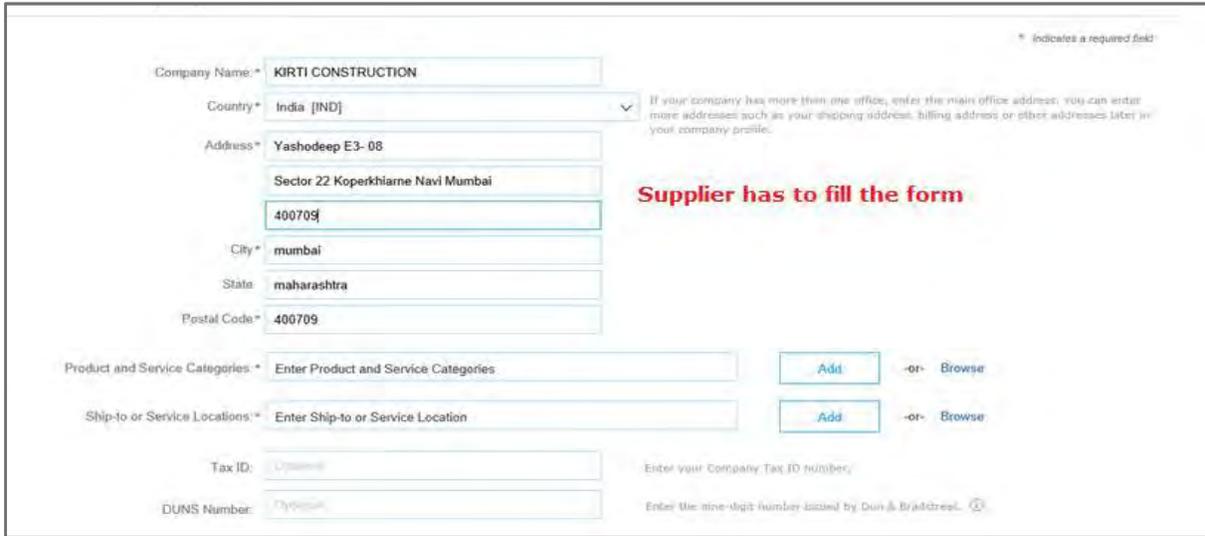
**Step 2:** Click "Click Here" to access the Ariba Web Site.



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



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

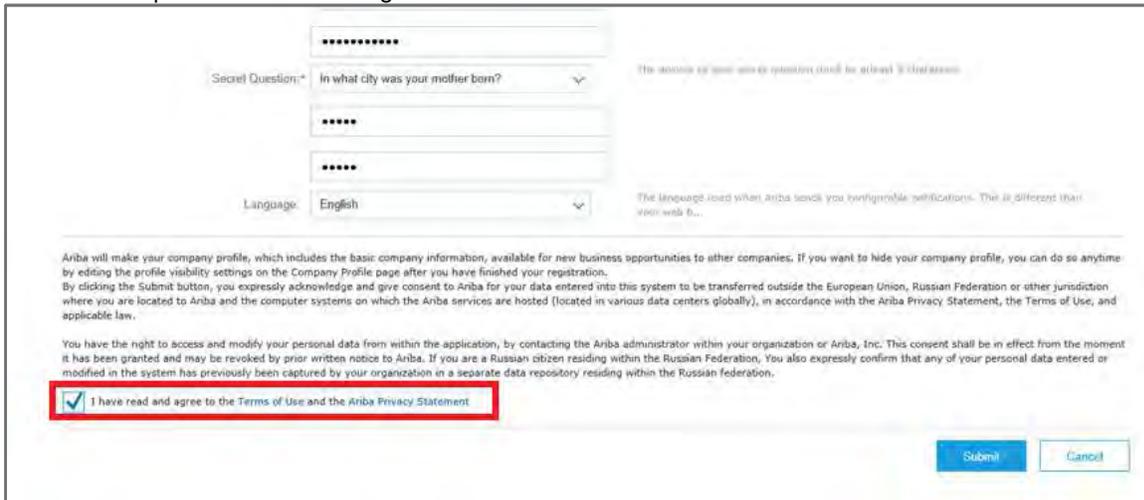


The registration form is for 'KIRTI CONSTRUCTION'. It includes fields for Company Name, Country (India [IND]), Address (Yashodeep E3-08, Sector 22 Koperkhaima Navi Mumbai, 400709), City (mumbai), State (maharashtra), and Postal Code (400709). There are also fields for Product and Service Categories, Ship-to or Service Locations, Tax ID, and DUNS Number. A red text overlay says 'Supplier has to fill the form'.



The 'Expired Password' form is for user 'USER\_TEST2 - UPM-Kymmene Corporation'. It prompts the user to create a new password and confirm it, and to select a secret question and answer. The form includes fields for New Password, New Password (confirm), Secret Question (Who is your favorite sports team?), and Secret Answer (lives). A red box highlights the password and secret question fields. Below the form is a checkbox for 'I have read and agree to the Terms of Use and the Ariba Privacy Policy' and an 'OK' button, both also highlighted with red boxes.

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



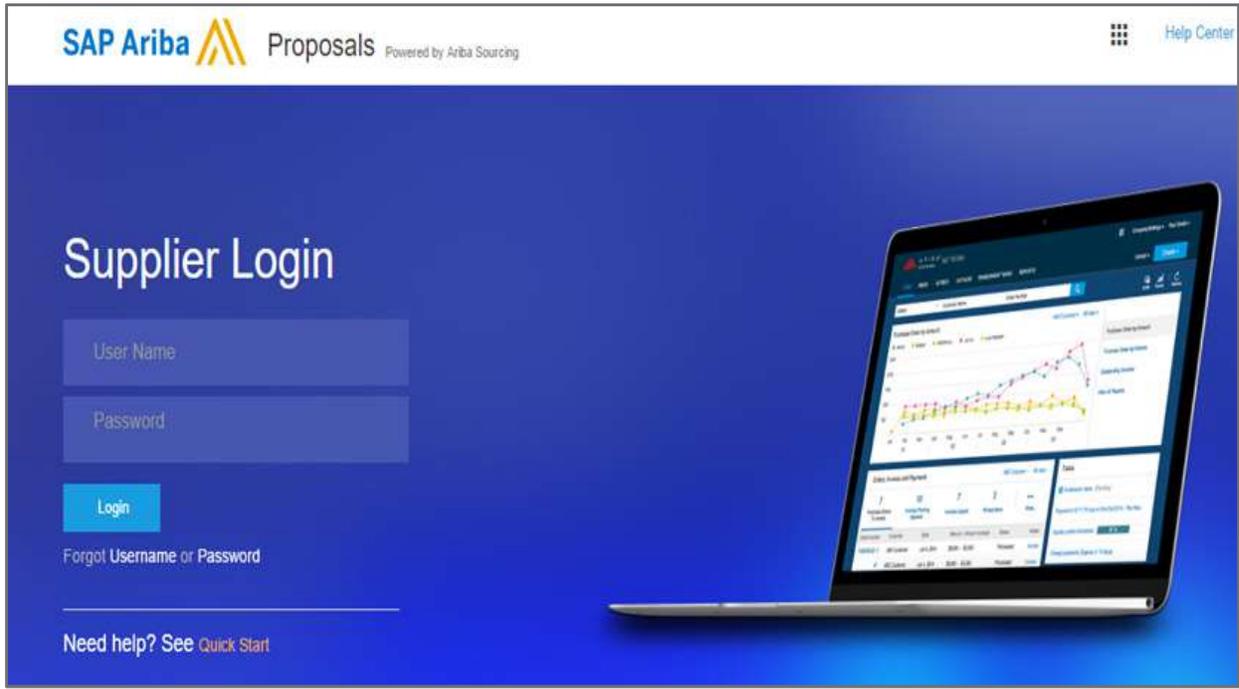
The 'Terms of Use' form includes a 'Secret Question' field (In what city was your mother born?), a 'Language' dropdown (English), and a checkbox for 'I have read and agree to the Terms of Use and the Ariba Privacy Statement'. The checkbox is checked and highlighted with a red box. There are 'Submit' and 'Cancel' buttons at the bottom right.

## 2 Vendor Screen

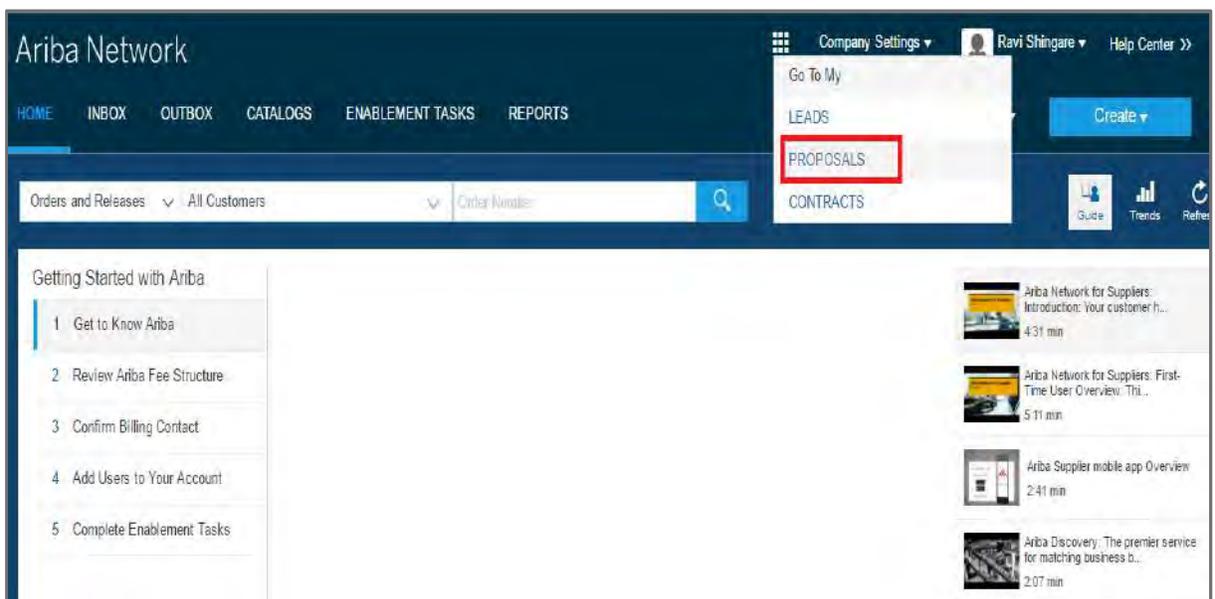
2.1.1 If vendor goes through mail invitation then directly Screen 3.1.1 will appear, but if you have used Ariba before and have already accessed an event for the buyer-specific account with your current log in ID, click the **Login** button to continue. Log in with your Ariba username and password in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

Step 1 - Log on [supplier.ariba.com](http://supplier.ariba.com)

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



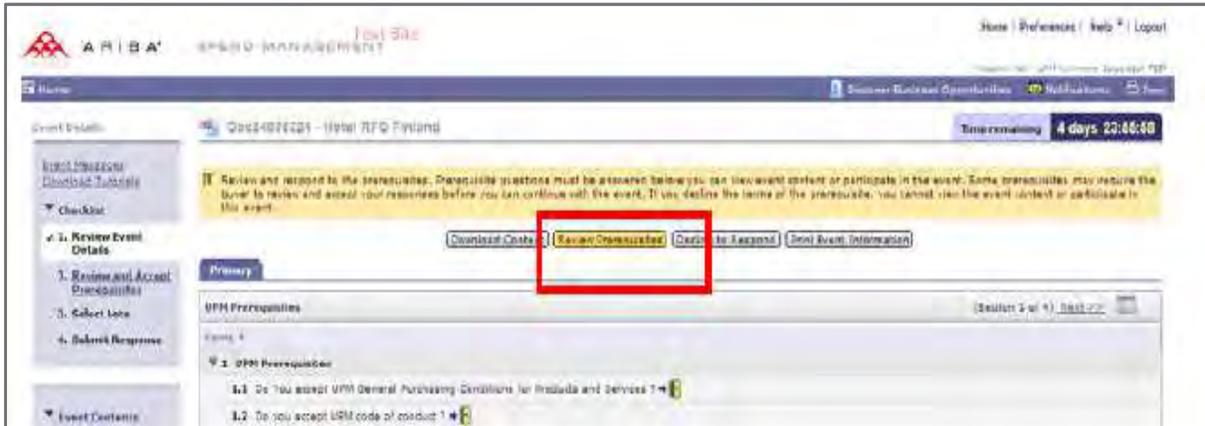
Step 3 - Go to ARIBA APPS  and click on Proposals.



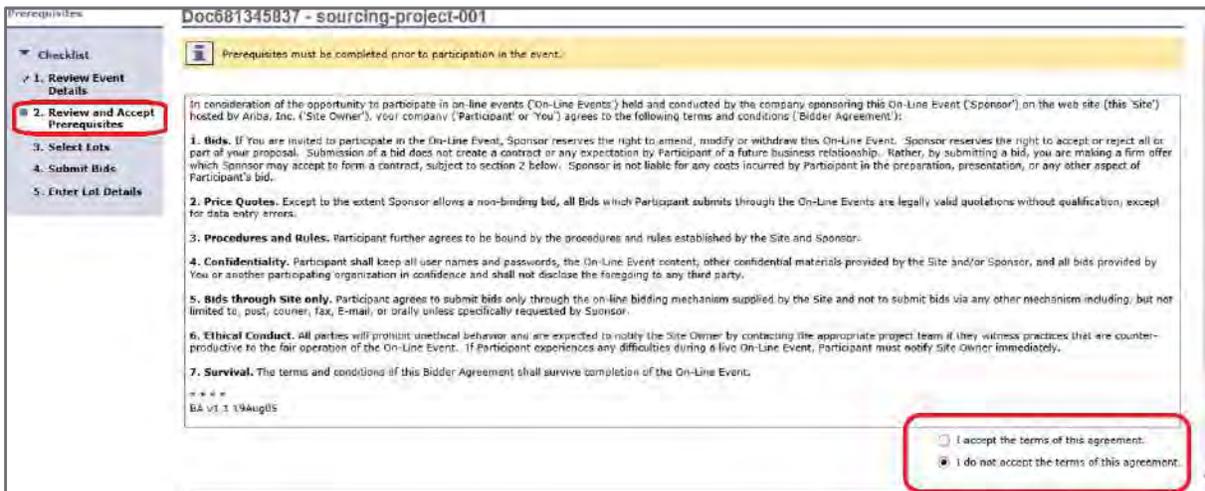
### 3 Submitting Your Answers / Proposal

#### 3.1.1 Review and Approve "Prerequisites"

**Step 1:** Review and download all documents & then Click on "Review Prerequisites"



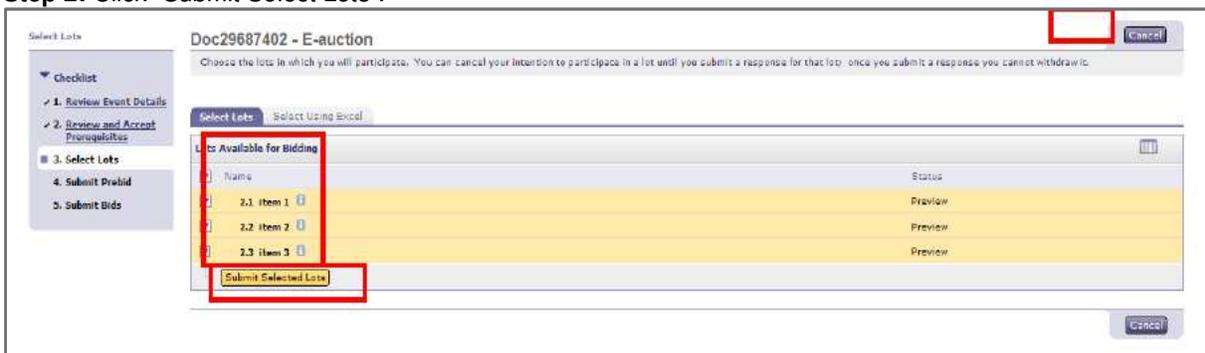
**Step 2:** Review and accept "Bidder Agreement".



#### 3.1.2 Select Items or Lots

**Step 1:** Select Items. - If you do not want to quote for any items/lots then you do not select that lot / items and then go ahead for select and submit lot.

**Step 2:** Click "Submit Select Lots".



### 3.1.3 Entering your offer for RFQ

**Step 1:** as per following screen Vendor Dashboard will appear where RFQ from TATA Power will be visible.

The screenshot shows the Ariba Sourcing interface. At the top, the header includes 'Ariba Sourcing', 'Test Mode', 'Company Settings', and the user 'Ravi Shrivastava'. The main content area is divided into several sections:

- Requested Profile:** 'The Tata Power Company Limited-TEST Requested Profile'. A note states: 'Your customer has requested that you complete 21 additional profile fields. Enter Now >'. This section is highlighted with a red box.
- Public Profile Completeness:** A progress bar shows 38% completion. A note says: 'Enter a short description to reach 45% >'. Below it, a red box contains the text: 'Vendor has to complete the vendor registration FORM'.
- Events:** A table with columns 'Title', 'ID', and 'End Time'. It shows:
  - Status: Completed (104)
  - Status: Open (1) - highlighted with a red box. Below it, an event 'RFQ-Test 11th Aug 2016' with ID 'Doc905524000' and end time '12/16/2015 6:35 PM' is also highlighted with a red box.
  - Status: Pending Selection (80)
- Tasks:** A table with columns 'Name', 'Status', 'Due Date', and 'Completion Date'.

Step 2 - Follow all the steps of 3.1.1 to 3.1.3

Step 3 - Vendor has to submit their techno commercial offer in 2.1. In this field Do No attach any price content. For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.

The screenshot shows the 'Event Contents' section with a sidebar on the left containing steps: '2. Review and Accept Prerequisites', '3. Select Lots', and '4. Submit Response'. The main content area lists various items:

- 1.4.1 Contract Safety Manual - Attach file: Annexure I (Contract Safety M...)
- 1.4.2 TATA Code of Conduct - Attach file: Annexure III (TCOC).pdf
- 1.5 Technical Specification
  - 1.5.1 Technical Specification Details - Attach a file
  - 2 Techno Commercial bid - highlighted with a red box
    - 2.1 Please attach the Techno-Commercial Bid - Attach a file
  - 3 Price Bid

The screenshot shows the 'Price Bid' section with a red instruction: '3.1 Bidder to specify the prices either in terms of percentage ( %) or Value where the options are available for both. In case price is specified in percentage ( % ) , please Specify Zero ( 0 ) in the amount field and vice-versa.'

Item ID	Description	More...	Amount	Unit	Quantity
3.2	Bearingfor motor 1.90991	More... +	15,000.00	INR	30 each
3.3	AMC 20,000 IS-U/CCS CONTRACTS	More... +	35,000.00	INR	35 month
3.4	ANALYSIS TAILRACE WTR SAMPLE	More... +	35,000.00	INR	45 each

Step 4 - After successfully putting Techno commercial offer and price part then click on "Submit Entire Response"

The screenshot shows a row of buttons at the bottom of the interface. The buttons are: 'Submit Entire Response' (highlighted with a red box), 'Update Totals', 'Save', and 'Compose Message'. Above the buttons, there is a note: '(\*) indicates a required field'.

### 3.1.4 Entering Your Prebid for e-auction

**Before participation to the e-auction you must place a pre-bid. If you haven't placed a Prebid in the Prebid time you won't be able to participate to the auction itself.**

**Step 1:** Populate Your Answers.

**Step 2:** Click "Submit Entire Response".

The screenshot shows the 'Tata Power Company Limited TEST Dashboard' for a sourcing project. A yellow banner at the top right indicates 'Time remaining in preview 1 day 04:05:05'. A message states: 'The event owner has requested that you submit a prebid before the end of the preview period. You have not yet submitted a prebid.' The left sidebar contains a checklist with '4. Submit Bids' highlighted in red. The main content area shows a table with columns 'Name' and 'Extended Price'. The table includes sections for '1 Introduction', '2 Commercial Terms' (with a sub-item '2.1 lot-1' for '4 core cable' at '5000 INR'), and '3 Pricing' (with a sub-item '3.1 FOR SITE DELIVERY P&F INCLUSIVE' and an attached file 'COMP-1.xlsx'). At the bottom, the 'Submit Entire Response' button is highlighted in red.

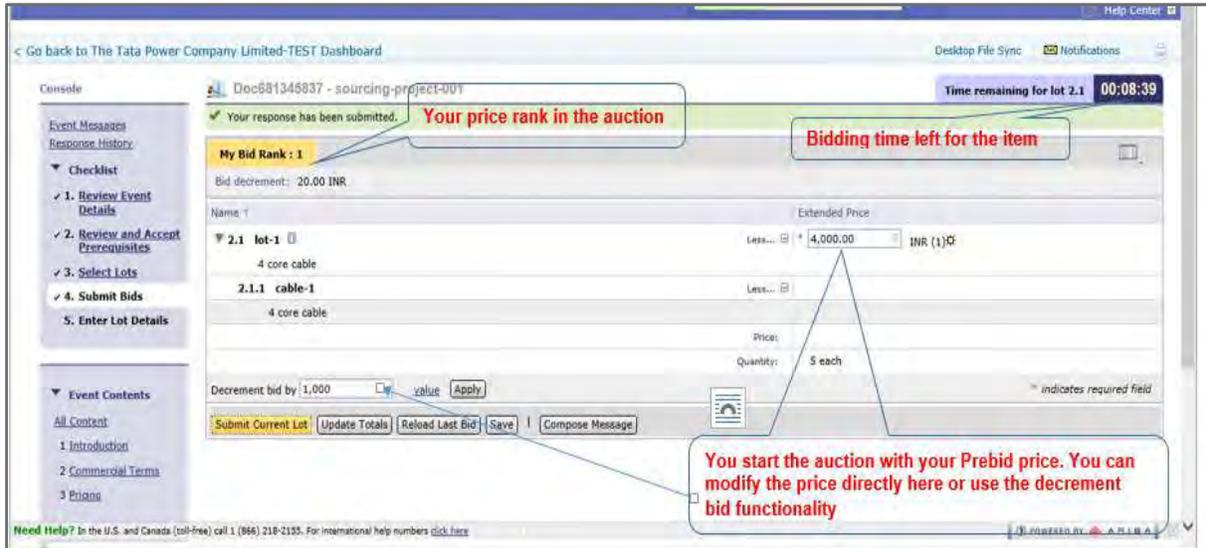
When the Prebid time is still open you can still modify your Prebid:

Click on "revise Prebid" and repeat in step 1 and step 2.

The screenshot shows the same dashboard after a prebid has been submitted. A green banner at the top right indicates 'Time remaining in preview 1 day 04:02:39'. A message states: 'Your prebid has been submitted. You will be notified when the event is open for bidding.' The left sidebar checklist now has '4. Submit Bids' highlighted in red. The main content area table is updated with '5,000.00 INR' for the '2.1 lot-1' item. A 'Revise Prebid' button is highlighted in red in the center of the page.

### 3.1.5 Participate to the e-auction

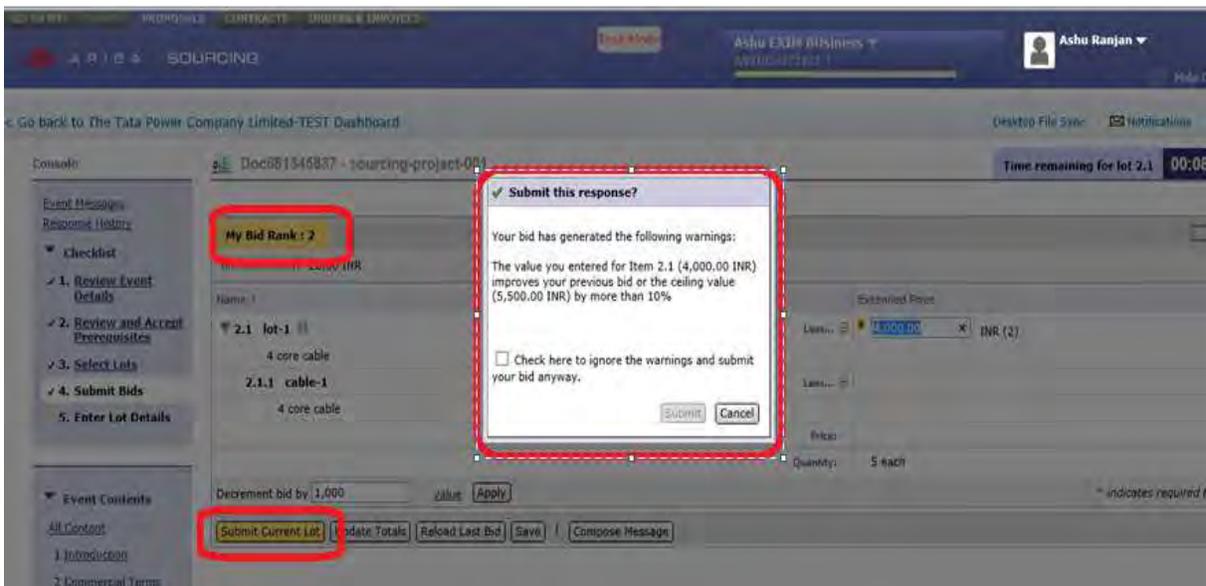
If you have placed a bid in the Prebid time you will be able to participate to the e-action. E-auctions are rather sort in time (usually less than 20 min per item). Once the time is closed you won't be able to bid anymore.



When you want to submit your price presses "submit current lot"

In case the new price you submit is lower by 10% of the starting price (Prebid Price) the following warning Message will be displayed.

To submit the new price, check the box and press submit. If you made a mistake press cancel so that you Mistake would not be submitted.



### 3.1.5.2 What to do if you have a problem during the e-auction?

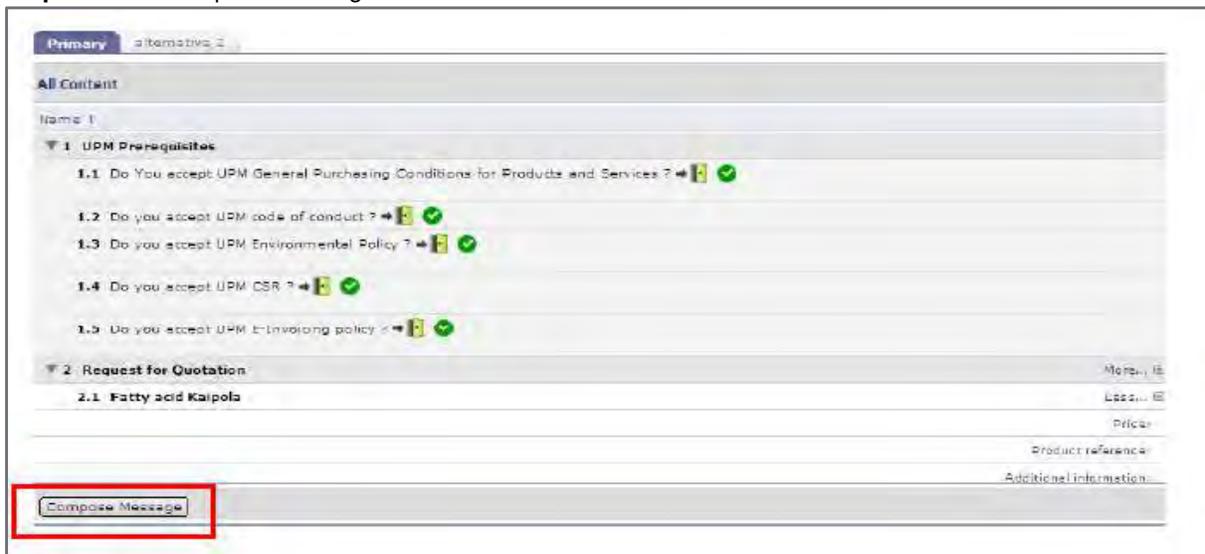
If you have any problem related the system: - **Call first Tata Power e- Bidding / Auction Cell**

➤ **e- Bidding /Auction Cell details:-**

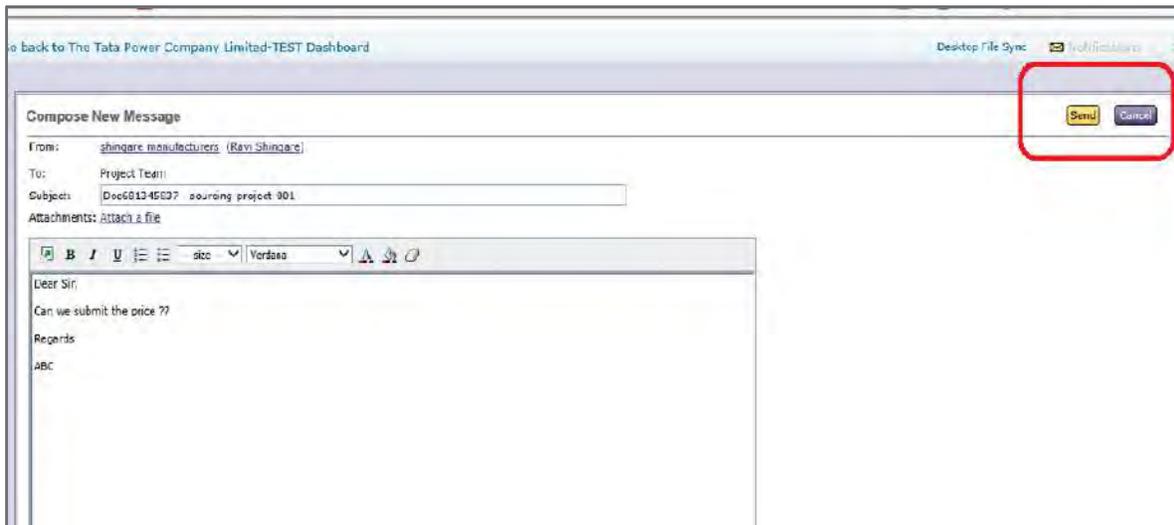
<u>Core team</u>		
<u>Contact Person</u>	<u>E-Mail Id</u>	<u>Contact Details</u>
Ravi Shingare	<a href="mailto:ravi.shingare@tatapower.com">ravi.shingare@tatapower.com</a>	9029004168
Himanshu Ranjan	<a href="mailto:himanshur@tatapower.com">himanshur@tatapower.com</a>	9820339961
<u>Escalation Matrix</u>		
Paresh Bhatt	<a href="mailto:pareshbhatt@tatapower.com">pareshbhatt@tatapower.com</a>	
C T Prakash	<a href="mailto:ctprakash@tatapower.com">ctprakash@tatapower.com</a>	9223545185

## 4 Communicating with Tata Power Buyer & Auction team during auction / e- bidding

**Step 1:** Click “Compose Message”.



**Step 2:** Compose Your Message and click “Send”.



# SUPPLIER FREQUENTLY ASKED QUESTIONS

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

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

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

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

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

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

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

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

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

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

## **Do I need to enter a D-U-N-S number when I register?**

**Answer: - No;** this is an optional field. You are only required to complete the fields marked with an asterisk (\*). If you enter a D-U-N-S number, and you get a message that the value is already in use, leave the field blank, as D-U-N-S numbers must be unique within the Ariba Commerce Cloud. Your company can have multiple Ariba accounts, but only one account can use the D-U-N-S number.

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

## **Do I need to enter a Tax ID when I register?**

**Answer: - No,** the Tax ID is an optional field. You are only required to fill in the fields marked with an asterisk (\*).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Additional Information

Consider the following items when deciding whether to have more than one account:

- **Administrators:** For each account, you can have only one account administrator, but the account administrator can provide access to multiple users. All users from your company have their own **Username** and **Password** to access the account.
- **DUNS** (data universal numbering system) **numbers:** You can add your company's DUNS number to only one account. If you plan to have multiple accounts, leave the DUNS number blank during registration.

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

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

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

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

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

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

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

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

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

### **Solution:** -

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

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

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

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

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

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

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

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

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

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

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

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