



**OWNER:  
THE TATA POWER COMPANY LIMITED**

**TITLE OF WORK TO BE AWARDED:  
Providing services for carrying out garden maintenance work at Trombay  
Powerhouse at station A and station B for period of 2 years  
ENQUIRY REFERENCE NO.: CC26JG101**

## NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR-

**Providing services for carrying out garden maintenance work at Trombay Powerhouse at station A and station B for period of 2 years**

<b>Enquiry reference no.: CC26JG101</b>
<b>Title of Work:</b> Providing services for carrying out garden maintenance work at Trombay Powerhouse at station A and station B for period of 2 years
<b>Type of Bidding:</b> E-tendering (through Ariba online portal) / Two Part (Technical and Price bids under separate envelopes)
<b>Contact Details:</b> <b>Contact Details:</b> All communication including EOI submission shall be addressed to following officer/s: Ms. Juhi Gaur Email: <a href="mailto:juhigaur@tatapower.com">juhigaur@tatapower.com</a> Copy of all communications shall be marked to (Cc): Mr. Kailas Surve Email: <a href="mailto:ksurve@tatapower.com">ksurve@tatapower.com</a>

The Tata Power Company Limited (“Project Manager”) on behalf of M/s Tata Power Company Limited (“Owner”) invites Expression of Interest (EOI) from interested parties for the Two-Part e-Tendering Process of following Relevant Work Package:

<b>Plant Details</b>	<b>Tender Fee</b>	<b>Bid Security</b>	<b>Estimated package value</b>
<b>The Tata Power Company Limited, Trombay Thermal Power plant Chembur</b>	INR 2000/- (INR Two Thousand Only)  To be submitted along with EOI.	INR 2,00,000/- (INR Two Lakhs only).  Bid Security to be submitted as a Bank Guarantee at the BID stage (and not with EOI)	Approx. 2 Crore

Table 1

### **1. INTRODUCTION:**

The Tata Power Company Limited (TPC) is among the largest private sector Power Utility companies in India with presence in Generation, Transmission and Distribution of Power through conventional and renewable sources.

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

The Tata Power Company Limited,  
Trombay Thermal Power Station,  
Corporate Contracts,  
5<sup>th</sup> Floor, Station B, Chembur-Mahul,  
Mumbai 400074, Maharashtra, India.

## 2. BRIEF SCOPE OF WORK:

This Notice is for inviting Expression of Interest for carrying out upkeeping and maintenance of Garden at Station A and Station B at Trombay Thermal Power plant, Trombay

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

## 3. TENDER FEE & TIMELINES:

a) Interested parties meeting the "Bidder Pre-Qualification Requirements" specified under point no. 4 in this document can request tender document and participate in the bidding process by submitting the Expression of Interest (EOI) Letter along with the Tender Fee Payment Details to the contact details mentioned below not later than deadline specified below. Request for extension of EOI submission date will be not be entertained.

**b) Interested bidders should submit the Expression of Interest (EOI) letter and tender fee payment details to below mentioned email addresses:**

- Mails shall be addressed to (To): [juhigaur@tatapower.com](mailto:juhigaur@tatapower.com)
- Must Mark a copy to (Cc): [ksurve@tatapower.com](mailto:ksurve@tatapower.com)

EOI / requests without complete information and communication as above within deadline shall be liable to be rejected and will not be considered further.

c) Tender Fee, as indicated in the Table1 above may be paid through **NEFT** as per details for payment of Tender Fee given in Table2 below:

Table 2

Details for payment of Tender Fee:	
Bank details for submitting Tender fees through bank transfer / NEFT:	Beneficiary Name: The Tata Power Company Limited Bank Name: HDFC Bank A/c no: 00600110000763 IFS Code: HDFC0000060 A/c type: CC Branch Name & Address: HDFC Bank, Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023
Deadline for tender fee payment and submission of EOI:	<b>2<sup>nd</sup> January 2026</b>

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

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

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

**4. BIDDER PRE-QUALIFICATION REQUIREMENTS:**

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

**4.1 TECHNICAL REQUIREMENT:**

**BIDDER PRE-QUALIFICATION REQUIREMENTS:**

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

**Technical requirement:**

1. Bidder should have minimum 3 years of experience in the field of Garden Maintenance. (Attach Certificates / related supporting documents)
2. The bidder should have experience of satisfactory execution of long-term Garden Maintenance contracts with leading companies in Mumbai / Maharashtra/ India. The bidder should have a designated office or an agent in Mumbai.
3. Bidder should provide minimum three references one having contract value of Rs. 40 Lakh (Indian Rupees Forty Lakh) for successfully rendered Upkeeping Work in last three years. (Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Companies)
4. Bidder should furnish List of Clients for whom they have done similar works during the last three financial years as per nature of contract. (Attach Certificates from concerned)

5. Bidder / Tenderer should preferably have ISO 9001 / ISO 14001 / ISO 45001 certification or must give an undertaking for its willingness to obtain the same within 1 months of qualification for the work.

#### **4.2 FINANCIAL REQUIREMENT:**

The Bidder should have average annual financial turnover not less than INR 25 Lakhs (best three out of the last five financial years audited results). Audited financial statements or CA-certified turnover certificate must be submitted as proof.

#### **5. BID SECURITY / EMD:**

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

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

#### **6. BIDDING PROCESS:**

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

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

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Enquiry Ref No.: CC26JG101	<p style="text-align: center;">THE TATA POWER COMPANY LIMITED</p> <p style="text-align: center;"><b>Providing services for carrying out garden maintenance work at Trombay Powerhouse at station A and station B for period of 2 years</b></p> <p style="text-align: center;">INSTRUCTIONS TO BIDDER (TWO PART BID)</p>	<p style="text-align: right;">Volume 1 A</p> <p style="text-align: right;">1   Page</p>
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The Tata Power Company Limited (TPCL) invites bid for **“Providing services for carrying out garden maintenance work at Trombay Powerhouse at station A and station B for period of 2 years”**

The bid package is issued in the name of Bidder and is non-transferable.

1. Bidder shall acknowledge the receipt of the tender within two (2) working days from the Date of issue of this Request for Quotation (RFQ)/enquiry.
2. Bidders shall review the entire tender document (including technical documents) and ensure the given objectives expected herein can be achieved or the technical requirements can be met in totality. Any deviation or substitution must be highlighted on a separate document.
3. Bidder must carefully go through all commercial conditions of contract before quoting the price. Any exceptions pertaining to clauses affecting prices or costs either way must be clearly stated.
4. Any deviation taken by Bidder may lead to rejection of the bid.
5. Bidder shall quote a firm price and shall be bound to keep this price firm without any escalation for any reason whatsoever until they complete Service against the tender.
6. Bidder shall give clear break-up of the basic price and the taxes and duties included in the price quoted.
7. The quantities mentioned in the tender are liable for change.
8. TPCL reserves the right to accept or reject any or all bids or cancel/ withdraw the RFQ without assigning any reason whatsoever. In such an event, no claim shall be made arising out of such action.
9. Any time prior to the deadline for submission of Bid, TPCL may for any reasons, whether at their own initiative or in response to clarifications requested by Bidders, modify the enquiry including specification by amendment. The amendment will be notified in writing to all qualified Bidders to whom the RFQ has been issued and will be binding on them. The Bidder shall acknowledge the receipt of the amendment promptly upon the receipt of the same. In order to afford Bidders time in preparing of Bid due to amendment, TPCL may, at its discretion, extend the deadline set for submission of the Bid.
10. TPCL will not be liable for any expenses whatsoever incurred by the Bidder for the preparation, submission and opening of bids.
11. Owner will reserve the right to call for any additional information and data to conduct further due diligence on Bidder as well as Bid Evaluation and shall reserve its right to reject the Bid at its sole discretion even if the PQR is met by the Bidder.
12. This specification consists of following:

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- A-Instruction to bidders (ITB),
- B- Special Conditions of Contract,
- C- General Terms and Conditions – Services
- D - Scope of Work

**13. Submission of Offer**

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

- I. Techno-Commercial Bid (Un-priced Bid)
- II. Price Bid

**14. Kindly note that offers submitted with price details in technical bid are liable for rejection.**

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

**16.** The bid must be kept valid for **180** days from the date of opening of the bids. In exceptional circumstances TPCL may solicit the bidder's consent to an extension of the period of validity.

**17.** Bidders are advised to submit their bid well in time.

**18.** Bidders are advised to submit their bid well in time i. e. on or before bid submission date and time. Request for extension of Bid submission date will not be entertained.

**19.** Bidder are advised to contact following Tata Power personnel for technical queries/ site visit.

**Mr. Yogesh Nawale, Mob- 9820527741, Email ID- yogesh.nawale@tatapower.com**

Last date for Pre-bid queries	10.01.2026
Pre - bid clarification meeting (if required)	To be decided
Due date and time for submission of bids & Bid Security	As specified in ARIBA Event
Bid Security (EMD)	Rs. 2,00,000/-

**Details for payment of EMD:**

Bank details for submitting Tender fees through bank transfer / NEFT:	Beneficiary Name: The Tata Power Company Limited Bank Name: HDFC Bank A/c no: 00600110000763 IFS Code: HDFC0000060 A/c type: CC Branch Name & Address: HDFC Bank, Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023
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## 21 Bid Security / Bid Security Validity:

- 1) Bidder shall furnish a Bid Security along with the Bid, in the form of **a Bank Guarantee or through RTGS or Demand Draft**, for an amount of INR 2,00,000/- with expiry date at least 45 days beyond the expiry of Bid Validity. In case of bid security Bank Guarantee, validity shall be of minimum 225 days from the Bid Submission Date and having a claim period of six months beyond the expiry date
- 2) Owner may request for extension of Bid Validity at its convenience till the award of contract to the successful Bidder and accordingly, Bidder shall extend the Bid Security Validity along with the Bid Validity such that the Bid Security is valid for at least 45 days beyond the Bid Validity date. In case Bidder do not accept Owner's request of extension to Bid Validity or Bidder fails to suitably extend the Bid Security Validity date in line with the above requirement before the expiry date, the Bid shall thereon be treated as invalid and not evaluated further.
- 3) Subsequent to post-bid discussions/clarifications and in response to Owner's request for any revised Price Bid/s thereon, any revised Price Bid submitted by the Bidder shall thereon have the same Bid Validity of 180 days from the Bid Submission Date of such revised Price Bids and Bidder shall have to extend the Bid Security Validity accordingly for minimum 225 days from such revised Bid Submission Date failing which the Bid shall be rejected.
- 4) Bids not accompanied by an acceptable Bid Security shall be summarily rejected by the Owner as being non-responsive and not evaluated further. Bid Security of the unsuccessful bidder will be returned at the end of the Bid Validity. Bid Security of successful Bidder shall be returned on submission of Contract Performance Security cum Warranty Bank Guarantee (CPBG) and due acceptance of the same by Owner. Successful Bidder must therefore submit CPBG well in advance prior to the expiry of the Bid Security failing which Owner shall be within his rights to revoke the Bid Security
- 5) The bid package document shall remain the property of the Company.

## 22. Evaluation Criteria:

- 22.1. The bids will be evaluated technically on the compliance to tender terms and conditions, scope compliance etc.
- 22.2. The bids will be evaluated commercially on lowest total contract price basis as per Price Schedule. Hence, all bidders are advised to quote their most competitive offer.
- 22.3. The tender may be split in more than one parties at the discretion of Owner.

## 22. Bid Opening & Evaluation Process:

### 22.1. Process to be Confidential:

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

### 23.2. Technical Bid Opening:

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Technical Bid of all valid Bids shall be opened simultaneously.

### 23.3. Preliminary Examination of Bids/ Responsiveness:

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

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

Prior to the detailed evaluation, TPCL will determine the substantial responsiveness of each Bid to the Bidding Documents including capability of providing the Goods/Services and acceptable quality of the Goods / Services 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 TPCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity

### 23.4. 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, TPCL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCL specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing only. Where applicable, Safety Bid shall also be evaluated along with technical bid for the qualification of Bidders against their safety systems & practices and past safety records.

### 23.5. Price Bid Opening:

Bidders may be asked to submit revised Price Bid in case there is any material change agreed by TPCL during technical evaluation / clarifications. Price Bid of only Technically and / or Safety Qualified Bidders shall be considered and opened.

### 24. Reverse Auctions:

TPCL reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on its e-sourcing portal. 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 TPCL decides to go for RA. Only those Bidder who are techno-commercially qualified & have submitted valid Price Bids shall be eligible to participate further in RA process. However, 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.

Tender Reference: CC26JG101	THE TATA POWER COMPANY LIMITED	
	<b>SPECIAL CONDITIONS OF CONTRACT</b>	SHEET 1 OF 3

**Package: Providing services for carrying out garden maintenance work at Trombay Powerhouse at station A and station B for period of 2 years**

Sr. No.	TOPIC	PRINCIPLES OF TERMS & CONDITIONS
<p>The following <b>Special Conditions of Contract (SCC)</b> shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over GCC to the extent of the conflict only with the rest of the GCC provisions remaining valid and applicable.</p> <p>It may be noted that the words "Employer" and "Purchaser" whether used separately or in conjunction with "Owner" shall have the same meaning as "Owner" and these words are intended to be used interchangeably.</p> <p>Where Contractor is used, Bidder to note that the Contractor means the successful Bidder whose Bid is accepted by Owner.</p>		
1	Contract Price & Contract Structure	<p>The nature of the Contract shall be of unit rate fixed price basis and in Indian Rupees only. The prices shall be quoted strictly as per the price bid format given in the Ariba Price Bid Section and with reference to Job scope enclosed.</p> <p>The Contract Price shall be on Delivered at Place (DAP) Site basis inclusive of shipment worthy packing &amp; forwarding, freight and transit insurance, performance testing at works etc. for this package.</p>
2	Contract Price Validity	The quoted Price shall remain valid, firm and binding on the Contractor for a period of 90 days from the date prescribed as Due date for submission of the quotation and the Contract Price shall thereafter remain FIXED during the tenancy of the Contract.
3	Taxes & Duties:	All indirect taxes, duties, levies and cess in relation to the execution of this Contract, whether payable by Contractor or by Owner (in which case the same shall be paid by Contractor on behalf of Owner) shall be included by the Contractor in the lumpsum Contract Price e.g. import duties, GST, VAT (still applicable on certain categories), entry/local municipal taxes if any etc. shall all be included by Contractor in the Contract Price.
4	Payment Terms	<p>Payment for Services:</p> <p>A) 100% payment shall be payable against successful completion of works duly certified by the Order Manager and based on actual quantities executed.</p> <p>B) All payments shall be made with 60 days credit (45 days in case of bidder is MSME) against receipt of error-free and commercially clear invoice. All payments shall be subject to deduction of LD charges, TDS if applicable.</p> <p>C) If such payment release day falls on a holiday of Owner, payment will be released on the next working day. Against deduction of statutory taxes, tax deduction certificates wherever applicable shall be issued as per the applicable provisions of the statute. The Order Manager may recover any amount wrongly paid in excess in any previous bills certified by him.</p> <p>D) 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 &amp; conditions.</p> <p>E) In case of award, the Purchase Order shall be issued digitally through Ariba Commerce Automation portal. In all such cases, further transaction such as Order Acceptance, SES/GRN preparation, Invoicing etc. needs to be conducted in the Ariba Commerce Automation system.</p>
5	Work/Delivery Completion Period:	<p>The Effective Date (ED) of Contract shall be the date of issue of Letter of Award (LOA) or PO whichever is earlier.</p> <p>Total duration of Job: 2 year.</p> <p>Prices for the 1st year shall remain firm and fixed. Prices for 2nd year shall be with a fixed price escalation of 5% Y-o-Y on preceding year's price.</p>

Tender Reference: CC26JG101	<b>THE TATA POWER COMPANY LIMITED</b>	
	<b>SPECIAL CONDITIONS OF CONTRACT</b>	SHEET 2 OF 3

6	LD for performance	As per Service level agreement
7	Contract Performance Bank Guarantee	Applicable, Bidder agreed to submit within 15 days of Effective Date an unconditional irrevocable bank guarantee payable on demand duly stamped strictly as per the prescribed format of Owner for a sum equivalent to 10% of the Contract Price valid till the end of Warranty / Defects Liability Period and with a claim period of not less than 6 months beyond the expiry date. An amount equivalent to CPBG shall be retained from Bidder's bills payable till such CPBG is submitted by Bidder.
8	Warrant/Defect Liability Period	NA
9	Lodging, Boarding, Travel and Local Conveyances	Prices are inclusive of boarding & lodging, travel costs, local conveyances of any nature and no separate payment on any of these accounts admissible. Contractor shall arrange for accommodation of his personnel outside the plant premises only (accommodation inside the plant premises shall not be permitted).
10	Acceptance on PF & ESI & other Statutory Compliances:	Contractor warrants that it shall has the PF & ESI registration and shall comply with all statutory requirements and submit documentary evidence towards the same. This will include monthly wages register, PF & ESI challans for demonstrating compliance for minimum wages, PF & ESI for each individual employee in accordance with the wage register. The compliance statement with supporting challans will be submitted every month as per the timelines prescribed by Owner. PF, ESI & other statutory compliance of the previous month must be attached with the Invoice of any given month for release of service payments. Contractor to also provide police verification and medical report for all his employee at the time of joining without any cost to Owner.
11	Insurance	Contractor shall take all necessary insurances of adequate sums to cover all its manpower / material / resources including 3rd party general liability insurance / workmen compensation policy as applicable. In the event of any loss or damages or any accident etc., the Contractor shall make all claims directly with his insurer. Any difference between the claims settled and the actual value of loss shall be borne by the Contractor. The Contractor will bear the additional costs for replacements if any and ensure timely delivery as mutually agreed. Owner shall not be responsible for any loss or damage whether by accident or otherwise to equipment or material or to any personnel of the Contractor or its sub-contractors.
12	Compliance to Safety T&Cs:	Contractor shall comply with all Safety Terms and Conditions annexed to tender documents and revised time to time at all times inside the Site / Owner's premises.  All workers shall undergo TPSDI L1, L2 and L3 training as per Safety terms and condition as per Tata Power terms and condition and cost towards this training shall be included in the quoted prices.
13	Other Condition of Contract	NA

Tender Reference: CC26JG101	<b>THE TATA POWER COMPANY LIMITED</b>	
	<b>SPECIAL CONDITIONS OF CONTRACT</b>	SHEET 3 OF 3

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

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

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

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

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

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

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

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

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

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

#### **1. Contractor's obligation:**

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

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

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

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

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

#### **2. Service Warranties:**

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

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

### **3. Compliance of Local Laws:**

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

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

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

### **4. Owner's Obligation:**

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

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

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

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

- 5.2 The Contractor hereby represents and warrants that:

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

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

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

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

### **6. Title of Property:**

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

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

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

**7. Work Completion schedule:**

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

**8. Contract Price and Payment:**

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

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

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

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

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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.

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

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

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

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

### **Do’s**

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

### **Don’ts**

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

### **Reporting Violations**

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

<b>Toll-free Number</b>	1800 267 4065
<b>Email</b>	<a href="mailto:tatapower@tip-offs.in">tatapower@tip-offs.in</a>
<b>Website &amp; Chatbot</b>	<a href="http://www.tatapower.tip-offs.in">www.tatapower.tip-offs.in</a>
<b>Postal address</b>	Attn to: Mr. Puneet Arora, Deloitte Touch Tohmtsu India LLP, 6 floor, AIPL Business, Sector 62, Gurugram, Haryana 122102

## **Garden Maintenance work in Power House -Trombay.**

Following work scope is to be considered for Garden maintenance works at Powerhouse and Housing colony as applicable.

### **Scope of work For Station A & B**

1. The work shall be carried out on all days (Except on Sunday, 04 General Holidays, Natural disaster, National Band/Strike, Special holidays) between 8 AM to 5 PM, if required in extended hours & on Sundays with prior permissions & as & when required.
2. Contractor should provide adequate resources (man & material) to meet the demand /work scope. (Except genuine cases like Natural disaster. National Bund/Strike, Special holidays etc.)
3. Removal of all types of weeds, foreign/wild vegetation /grass, dead vegetation, leaves, creepers, plants, branches at regular intervals at all required locations from inside & from periphery of garden.
4. Carrying out the watering with regular interval at all required location.
5. Lawn mowing with regular interval to keep the lawn in required shape & evenly levelled.
6. Carrying out the trimming/cutting of plants from the garden at regular interval to keep the plants in line & level and at accessible heights.
7. Carrying out the all required activities for maintaining the Nursery in good condition including propagation of plants, regular watering, up-keeping, pot changing, soil manure maintenance, fertilizing (for rose garden & other required decorative plants) and doing all necessary activities to keep Nursery Plants in good condition all the time. (Soil & Manure will be provided by TPC). The list for items/tools/ equipment's from the Nursery to be prepared and maintained time to time.
8. Providing the services during Tree plantation drive at required location.
9. Maintaining the Plants from office building, changing the plants/pots as and when required with regular watering.
10. Providing the services for the arranging the plants / fitting shifting the plants at required location during all types for visits as and when required basis.
11. Maintenance of Vertical Garden in all respect at regular interval at required location.
12. Carrying out the maintenance of bamboo layers & other vegetation layers surrounding the coal stock, trimming of bamboo trees at regular interval (4 times in a year)
13. Carrying out the plantation, re-grassing, re-potting wherever required to keep the garden/lawn in good condition with internally available material/plant/grass.
14. Providing the helping hands during monsoon season for removal of fallen trees/ area clearances, making access available from the required places.
15. Collection, Loading, Transportation & disposal of all type of garbage generated from the garden maintenance/ Vegetation removed during heavy rain/wind time to time with his/her own transportation arrangement.

16. Arranging all tools, piping (flexible hose), instruments (trimmer, sprinklers, nozzles) connections, fittings (plumbing), Misc. items required garden maintenance works to be arranged by Vendor.
17. Carrying out the all the necessary activities which are not mentioned but reasonably required for good keeping of garden /vegetation lawn/landscape to be considered.
18. Vendor should develop the New Garden up to 150m2 in plant premises if required with his own resources with available plants/carpet/local grass and should maintain regularly with no extra cost to the company.
19. In all cases, the Red soil & Manure supply will be done by TPC. Using of red soil, spreading at required place, placing the manure is under vendors scope in garden maintenance activity.
20. Service level agreement will be applicable and necessary actions will be taken based on SLA violations if any.

### **SLA for Garden Maintenance Work**

Penalty Clause as given below. The Penalty Clause may be revised if found necessary during WO finalization.

Penalty would be applicable if deployment of resources, Work mobilization & work completion are not done as per requirement.

Penalty rates are as per given clause.

#### **1. For any work request as per scope of work, the applicability of penalty as below.**

- a. If work is not mobilized within 0 to 1 Days of instruction or request Warning will be given.
- b. If work is not mobilized within 2 to 4 Days of instruction or request 1% will be deducted from running bill.
- c. If work is not mobilized within 5 to 7 Days of instruction or request 2% will be deducted from running bill.

#### **2. For deployment of resources (Man-Material)**

As per terms & conditions, the sufficient resources (man & material) to be made available to meet the demand/work scope. When resources are found insufficient as compared to required resources (mutually agreed value), then it is assumed that he/she is not meeting the required scope and not able to complete the activities as per schedule, then following conditions are applicable. (Except genuine cases like Natural disaster. National Bund/Strike, Special holidays etc.)

- a. 100% resources (man & material, no delay in schedule-no Penalty).
- b. 80% resources (man & material, delay in schedule) - 25% will be deducted proportionately from running bill for that particular period.

c. 60% resources (man & material, delay in schedule) - 50% will be deducted proportionately from running bill for that particular period.

### **3. For work mobilization during urgent requirement/ VVIP visits**

Sometime during any emergency/VVIP visits, the work mobilization needs to be done on urgent basis & needs to complete the work in given time frame. In such cases, any failure in mobilization & work completion, 1% will be deducted from the invoice on such each event.

In order to keep the plant/Garden up to date & in good condition the minimum resources to be deployed for work on Holidays as per mutually agreed terms and conditions

In any circumstance the penalty should not go beyond the 10% of total monthly value or else the contract will be reviewed for cancellation.

**THE TATA POWER COMPANY LIMITED**

RFQ Ref. :CC26JG101 Providing services for carrying out garden maintenance work at Trombay Powerhouse at station A and station B for period of 2 years

**SCHEDULE OF PRICES**

BIDDER NAME:						
Sr. No.	Service Code	DESCRIPTION	Quantity	UOM	Unit Price in INR	Total amount in INR
1	4255090	Garden Maintenance work at Trombay Power House Stn A- Excluding Garbage disposal#Providing the services for garden maintenance work at Power House with all required tools, tackles, resources, consumables, equipments in order to keep the garden, landscape, vegetation, lawns, rose gardens , vertical garden in good condition all the time & in all seasons, including the timely regular upkeeping, watering, removal of dead vegetation dry leaves, lawn mowing, trimming & shaping of plants/shrubs, manuring, as applicable and as and when as per requirement including loading/unloading/shifting of plants/pots to required location including the disposal of garbage generated from garden maintenance activities with own transport arrangement and stacking in designated places inside plant premises etc. complete as directed. #Note- Work scope & SLA to be followed / Considered	12	MON		
2	4255088	Garden Maintenance work at Trombay Power House Stn B- Excluding Garbage disposal#Providing the services for garden maintenance work at Power House with all required tools, tackles, resources, consumables, equipments in order to keep the garden, landscape, vegetation, lawns, rose gardens , vertical garden in good condition all the time & in all seasons, including the timely regular upkeeping, watering, removal of dead vegetation dry leaves, lawn mowing, trimming & shaping of plants/shrubs, manuring, as applicable and as and when as per requirement including loading/unloading/shifting of plants/pots to required location including the disposal of garbage generated from garden maintenance activities with own transport arrangement and stacking in designated places inside plant premises etc. complete as directed. #Note- Work scope & SLA to be followed / Considered	12	MON		
<b>TOTAL PRICE</b>						
GST						
<b>Total Contract Price for Relevant Package</b>						
<b>Total Contract Price in Words:</b>						

Bidder Comments (if any):

Date:

## VOLUME ID

### AGREED TERMS & CONDITIONS (ATC)

Bidder's Name: M/s. \_\_\_\_\_

RFQ ref. No. \_\_\_\_\_

Enquiry Description: \_\_\_\_\_

Bidder's Offer Ref.: \_\_\_\_\_

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

Sr. No.	Description	BIDDER'S RESPONSE
<b>A</b>	<b><u>TECHNICAL (If applicable)</u></b>	
1	Acceptance of technical specifications including General/Technical notes and scope of supply/work as per Tender specification <b>In case of deviation, confirm that the same has been furnished separately.</b>	
2	Confirm data sheets duly filled in have been submitted, wherever required as requested in Technical specification	
<b>B</b>	<b><u>COMMERCIAL</u></b>	
3	<b>Bid Validity</b> As per Annexure - Special Conditions of Contract	
4	<b>Firm price:</b> Quoted prices shall remain firm and fixed till complete execution of the order.	
5	<b>Taxes:</b> GST: Any other tax as applicable:	
6	<b>Completion/Delivery Period :</b> As per Annexure - Special Conditions of Contract	
7	<b>Payment Terms Acceptance:</b> As per Annexure - Special Conditions of Contract	
8	<b>Contract Performance Bank Guarantee:</b> As per Annexure - Special Conditions of Contract	
9	<b>Liquidated Damages (LD):-</b> As per Annexure - Special Conditions of Contract	
10	<b>Service Level Agreement (SLA):-</b> As per Annexure - Special Conditions of Contract	
11	<b>Compliance to other terms &amp; conditions</b> Acceptance of all other terms & conditions as forming the Part of the RFQ/ Tender document and communicated vide subsequent addendum(s) if any: <b>In case of deviation, confirm that the same has been furnished separately.</b>	

\*Bidders/ Vendor shall note that in case of any contradiction between the Agreed Terms and Conditions (ATC) ; Bidder offer and the Bidders offer , the ATC shall prevail.

Bidder's Authorised Signatory  
Name:

# The Tata Power Company Ltd

## Undertaking by Vendor for Statutory Compliances

I undersigned, .....on behalf of M/s....."Name of Vendor Company" ..... with "S&E registration no'.....having registered office at....."Address"..... confirm having received a Purchase Order from the Tata Power Company LTD to provide the services at the .....Location..... In consideration of the purchase order and in view of the terms and conditions of purchase order, I declare and undertake the following:

**1** I/ we have the valid registration Documents (*allotment letter issued by the authorities (EPFO & ESIC) are enclosed*):

Agreed	Not Applicable	Reason For Not Applicable
--------	----------------	---------------------------

- I. PF registration code
- II. ESIC registration code

**2** I/we agree that for all the manpower engaged by me/us under this contract (direct or engaged through a subcontractor), we ensure that:

Agreed	Not Applicable	Reason For Not Applicable
--------	----------------	---------------------------

- I. Payment to all workers by 7<sup>th</sup> of every month for the salary / wages due for the preceding month through online Bank transfers and shall submit the wage register, pay slips, bank statement etc to "The Company".
- II. Minimum wages shall be paid to all the workers.
- III. PF & ESIC deposition and respective payment challan/ ECR shall be done on or before 12<sup>th</sup> of every month for the salary / wages for the preceding month and shall submit the copy of ECR & TRRN to "The Company".
- IV. General Employee Compensation under the Employee Compensation Act, 1928 shall be taken for those who are outside the wage limits of ESIC applicability or location where ESIC is not applicable.
- V. Statutory Bonus shall be paid on or before November every year.

**3** I/ We understand that incase if we default on payment of salary of statutory dues for our manpower engaged by us under this contract (direct or engaged through a subcontractor), for a particular month, Tata Power constitutes the right to pay wages or deposit statutory dues directly adjusting from our bills and shall deduct or charge 25% penalty on the total amount defaulted.

Agreed	Not Applicable	Reason For Not Applicable
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**4** I/we agree that for all the manpower deployed under this contract (direct or engaged through a subcontractor), we ensure that:

Agreed	Not Applicable	Reason For Not Applicable
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- I. Appointment letter and employment card will be issued to all either by us or through our sub-contractors. The copy of the appointment letter acknowledged by the employee and certified by us will be submitted to Tata Power within 1 month of joining.
- II. Full & Final settlement of the employee will be completed in 7 days of his/her last working day and a service completion letter to be issued, the acknowledge copy of both the documents (F&F settlement and Service certificate) by the employee and certified by us will be submitted to Tata Power.
- III. For our permanent staff, 4 (I) and 4 (II) is not applicable and we shall submit an undertaking either on mail / letterhead, with their names.

All the manpower are technically qualified as per the norms of **Power IV. Sector Skill Council (PSSC) issued by Ministry of Power- GOI dt January 2024. (copy enclosed)**

5	I/we shall mandatorily obtain the Labour License for all the manpower deployed under this contract (direct or engaged through subcontractor/s) to cater the entire work as per PO, if the overall number of manpower deployed under this contract exceeds the permissible limit under Contract Labour Act. The Form-V will be issued in name of my Company by Tata Power.	Agreed	Not Applicable	Reason For Not Applicable
6	I shall, in case for construction job, apply for registration under BOCW Act before start of work and obtain the said registration within a month of starting its work.	Agreed	Not Applicable	Reason For Not Applicable
7	For Clause no 6, I shall also make the payment of cess applicable under the BOCW Act for the work associated under this PO.	Agreed	Not Applicable	Reason For Not Applicable
8	I/ We understand & agree to adhere all the prevailing statutory compliances and any laws, rules & regulations which may get amended from time to time. We will be solely responsible for all the compliances including compliances by my sub-vendors & for all the workers.	Agreed	Not Applicable	Reason For Not Applicable
9	Following will be adhered:	Agreed	Not Applicable	Reason For Not Applicable

I. Medical fitness certificate and police verification certificate for all my workers for Gate pass process.

Indemnify "Tata Power" from any future liability of account of statutory compliance or failure on part of me for my work in "Tata Power" in respect of all the workers including my vendors & his workers, by submitting an Indemnity Bond on non judicial stamp paper (Rs 500 non judicial stamp paper for Maharashtra state and Rs 100 for all other states or as applicable) executed by its Director/Proprietor, authorized for the purpose, and duly notarized.

III. Maintain all registers under the various Acts and shall submit to "Tata Power" as and when required.

10	I shall depute competent resource/ supervisors to ensure supervision of work, follow proper disciplinary action for misconduct, ensuring availability of all resources required to execute the contract, ensuring good work culture and behaviour among my resources as framed under the provisions of law. I will also ensure engagement and R&R of my resources as required by "The Company".	Agreed	Not Applicable	Reason For Not Applicable
11	If "clause no 4 (iv)" is not adhered, then I will ensure compliance to capability building by training/upskilling of the workers as per the norms of <b>Power Sector Skill Council (PSSC) through Tata Power Skill Development Institute (TPSDI)</b> and will bare all the cost of training.	Agreed	Not Applicable	Reason For Not Applicable
12	I will make the provisions for canteen, sitting arrangement, rest rooms, washing facility, first Aid, drinking water and toilet facilities for my workers. I may consult with the order manager of "The Company".	Agreed	Not Applicable	Reason For Not Applicable
13	I will constitute the "Grievance Redressal Committee" to address the grievances of our workmen deployed under the contract.	Agreed	Not Applicable	Reason For Not Applicable

14	I shall comply, wherever applicable, to requirements under the Apprentices (Amendment) Act, 2014.	Agreed	Not Applicable	Reason For Not Applicable
15	I/ We understand that failure to adhere to the compliances and the timelines will attract penalties under the vendor penalty scheme attached as <b>annexure 7</b> And it may lead to holding (fully or partially) of my payments of the bills.	Agreed	Not Applicable	Reason For Not Applicable
16	I shall ensure submission of required information to Tata Power (“The Company”) as required by The Company or any government authorities (with a copy to “The Company”), as a when required within the stipulated time frame.	Agreed	Not Applicable	Reason For Not Applicable
17	I/ We understand that Tata Power constitutes the right to cancel the gate pass of any of our workman if the above conditions have not been fulfilled by us in the above mentioned stipulated time.	Agreed	Not Applicable	Reason For Not Applicable
18	Continuous <b>default in compliance of any statutory provisions, for three months</b> , may lead to <b>termination of the contract</b> and may also lead to blacklisting my vendors’ registration with “The Company”.	Agreed	Not Applicable	Reason For Not Applicable
19	In case any kind of work disruption is caused to the functioning of “The Company” due to agitation or tool down by my workmen (or workers of my sub-vendors), I will take appropriate disciplinary action including cancellation of gate pass of such worker/s as well as filing a FIR with the Police Authorities within 6 hours of the incidence. The details of the disciplinary actions undertaken will be submitted to “The Company” within 7 days of such incident.	Agreed	Not Applicable	Reason For Not Applicable
20	I have read & agree to abide the guidelines, rules etc as mentioned in the Annexures (Annexure 1 to 8) and the Guidelines of Central Electricity Authority – Ministry of Power.	Agreed	Not Applicable	Reason For Not Applicable

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

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

Place: \_\_\_\_\_

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

Vendor code: \_\_\_\_\_

Witness :

**For The Tata Power Company Limited:**

Name & Signature:.....  
(Head Corp Contracts)

Name & Signature:.....  
(Head IR/ Head BHR)

## Annexure 1

### Onboarding of Vendor

**1** I shall, before start of work, obtain and submit to “The Company” a copy of:

Agreed	Not Applicable	Reason For Not Applicable
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- I. PF Code allotment letter issued by the PF organization.
- II. ESIC Code allotment letter issued by the ESI authorities.
- III. Valid insurance documents (Policy) under Employees’ Compensation Act, for my employees who are not eligible for coverage under ESIC.
- IV. Copy of accepted Work Order received from “The Company”
- V. Indemnity Bond
- VI. ISM Bond
- VII. Copy of valid ISMW (if applicable)  
Submit an application for obtaining Form-V required for applying for Labour License for all the manpower deployed under this contract (direct or engaged through subcontractor/s) to cater the entire work as per PO, if the overall number of manpower deployed under this contract exceeds the permissible limit under Contract Labour Act.
- VIII. I will submit a copy of valid Labour License along with other relevant documents with reference to the work order for catering the entire work, without which gate passes would not be issued to my employees.
- IX.

## Annexure 2

### Onboarding of Employees/ Manpower

**1** I shall ensure safety training, medical check-up, police verification procedures for my employees (manpower deployed under this contract either direct or engaged through a subcontractor) as laid down for issue of gate-passes. I shall not engage any of my workers for work without a valid gate-pass or with a VISITOR GATE PASS. Violation of the above may lead to termination of the contract.

Agreed	Not Applicable	Reason For Not Applicable
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**2** Temporary permission is issued only for seven days only for preparing gate passes, hence I will be required to arrange for issuance of permanent gate-pass within said timeline, by submitting required documents/ information in online gate pass portal, as applicable. Under no circumstances shall temporary permission be issued for more than 7 days.

Agreed	Not Applicable	Reason For Not Applicable
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I will complete the process of medical fitness certificate and police verification certificate of all workers within these seven days and upload  
**1.** documents in ONLINE GATE PASS portal. If for any reason ONLINE GATE PASS portal is non-functional then application for gate pass will be processed through manual/other available system.

**3** Gate Passes to be processed through Online Gate Pass Portal only, as applicable. I will obtain required registration in Online Gate Pass Portal and required data and documents of workmen will be uploaded in ONLINE GATE PASS portal for generation of gate passes.

Agreed	Not Applicable	Reason For Not Applicable
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**4** I will facilitate transfer of PF/EPS accumulations in respect of my workers from their previous employer, if any.

Agreed	Not Applicable	Reason For Not Applicable
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**5** I will ensure to transfer of PF accumulations / updating KYC details of workers who will be engaged in the contract (if pending) by me within 02 months of starting of contract. Existing UAN to be continued and new UAN will not be generated.

Agreed	Not Applicable	Reason For Not Applicable
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**6** I will continue with existing ESI number for all covered workmen and shall complete KYC (if pending) and issue E-Pehchan card including dependents within 15 days of starting of contract.

Agreed	Not Applicable	Reason For Not Applicable
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### Annexure 3: Monthly compliances

- 1** I will submit all documents as per checklist to comply with the various statutes, statutory requirement or any other requirement as may be applicable from time to time:
- I.** I will submit details of Muster roll, Wage Register, Workmen Register in excel format.
  - II.** I shall submit the Register of Workmen in prescribed Form, duly filled in all respects, immediately after starting the said job.
  - III.** I will give Wage notification to my workmen at least one week ahead. A copy of the same shall be forwarded to "The Company" for necessary witnessing of payment and certification
  - IV.** I will provide Wage Slip (as per provided format) to all my workers before disbursement of wages.
  - V.** I shall disburse wages to all my employees before 7th of every subsequent month, of the previous month under intimation to "The Company" through bank transfer and shall submit a copy of bank statement to the respective compliance team of "The Company".
  - VI.** I will deposit PF contribution on or before 12th of the subsequent month for the previous month wages and submit proof thereof to "The Company" by 15th of the month.
  - VII.** I will deposit ESI contribution on or before 12th of the subsequent month for the previous month wages and submit proof thereof to "The Company" by 15th of the month
  - VIII.** I will submit all documents as per checklist; Muster roll, Wage Register, Bank statement, Adult Register, Workmen Register, Wage Slip copies, Combined Challan & ECR & TRRN of PF deposition and Challan/ Contribution History of ESIC/ Employee Compensation Policy and all other registers including MIS Reports (Excel sheet), Employee profile to "The Company"
  - IX.** I shall get my submitted statutory compliance documents verified before 15th of every month in prescribed format (checklist) provided by "The Company" and upload the same along with PF Challan & ESIC Challan with the invoice in Ariba System for obtaining statutory clearance on uploaded bills.

Agreed	Not Applicable	Reason For Not Applicable
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- 2** I understand that failure to adhere to the compliances and the timelines will lead to holding (fully or partially) of my payments of the bills.

Agreed	Not Applicable	Reason For Not Applicable
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**Annexure 4**  
**Renewal of Gate passes**

- 1** In case of renewal of gate pass, I will initiate the application at least Fifteen days in advance in ONLINE GATE PASS portal.

Agreed	Not Applicable	Reason For Not Applicable
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**Annexure 5**  
**Annual Compliances**

- 1** I will submit all relevant returns under all applicable enactments on or within the scheduled date and submit a copy of the same to “The Company” within seven days of the scheduled date of submission.

Agreed	Not Applicable	Reason For Not Applicable
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**Annexure 6**  
**Contract closure and/or F&F settlement**

- 1** **After completion of work and before or at the time of submission of final bills,** I will ensure the following and submit proof thereof to “The Company” enabling “The Company” to release my final bills/invoices:

Agreed	Not Applicable	Reason For Not Applicable
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- I. All wage payments as per statute are made to all the workers (including subvendors) till the last day of their work in “The Company”.
- II. Compensation towards Leave with wages are disbursed to all the workers (including subvendors) till the last day of their work.
- III. Statutory bonus is paid to all the workers (including subvendors) for the period of their work.
- IV. Retrenchment compensation, if applicable, is paid to all the workers (including subvendors) as per eligibility. Notice is given to the workers regarding retrenchment and in absence of notice payment is given to the workers as per the enactment.
- V. Gratuity is paid to all the workers (including subvendors) irrespective of the fact whether the worker has /hasn’t completed 5 years of continuous service with me.
- VI. Along with final payments, full & final statement is issued to all the workers engaged by me (including subvendors) for work in “The Company”.
- VII. No dues certificate obtained from all my employees (including subvendors) and copy submitted to “The Company”.
- VIII. Ensure completion of withdrawal or transfer formalities in respect of PF/EPS accumulation of all workers and submit proof thereof to “The Company” HR/IR dept after closure of contract.
- IX. Submit Form VI-A to “The Company” and surrender Labour License, if issued, to concerned Labour department in case the license is no more required for work in “The Company” and obtain clearance thereof from the Licensing Authority for submission to “The Company”.
- X. Ensure intimation to PF & ESI authorities regarding completion of work and surrendering ESI & PF sub code obtained for execution of work at “The Company”. Proof of the same will be submitted to “The Company”.
- XI. Cancel all gate passes in online gate pass portal & surrendering the access cards immediately upon closure of the said contract.

## Annexure 7

### Penalty scheme if defaulted in compliances:

I agree for the following penalty scheme which will be applicable if defaulted in compliances:

I agree for the following penalty scheme which will be applicable if defaulted in compliances:						Agreed	Not Applicable	Reason For Not Applicable
S N	Applicable Act	Compliance Requirement		Reference Annexure for Compliance Requirement	Due Date	Deduction as a % age of Monthly Bill Value		
1	CL (R&A) Act	a	Possessing Valid Labour License	Annexure 8 (4)	1 <sup>st</sup> day of work / Last day of existing license	5		
		b	Employment Card Issuance		1 <sup>st</sup> day of joining of worker	0.2		
2	CL (R&A) Act / Payment of Wages Act	a	Wage payment through Cheque/NEFT to 100% of Workmen	Annexure 8 (1)	7 <sup>th</sup> of following month	5		
		b	Wage Slip Distribution	Annexure 8 (4)	1 day before respective wage payment	1		
		c	Full & Final Settlement upon separation		30 days from last working day of individual worker	2		
3	EPF (MP) Act	a	Deposit of PF contribution	Annexure 8 (5)	15 <sup>th</sup> of following month	2		
		b	UAN Activation with mobile linkage		30 days from date of joining of worker	0.2		
4	ESI Act	a	Deposit of ESI contribution	Annexure 8 (6)	15 <sup>th</sup> of following month	2		
		b	ESIC & ESIC e-Pehchan Card Issuance		ESIC E-Pehchan Card- 01 days from Joining	0.2		
5	Payment of Bonus Act, MW Act, PoW Act, CL (R&A) Act	Submission of Return under Bonus Act, MW Act, PoW Act & CLR Act		Annexure 8	Bonus Act-31 <sup>st</sup> Dec MW Act- 31 <sup>st</sup> Jan Pow Act-31 <sup>st</sup> Jan CL (R&A) Act-31 <sup>st</sup> Jan/ 31 <sup>st</sup> July	0.5		
6	CL(R&A) Act, Factories Act, BOCW Act, EPF Act, ESI Act	Maintaining of registers/ challans under CLR Act, Factories Act,		Annexure 8	20 <sup>th</sup> of following month	0.5		
7	Other	a	Submission of false or fake documents			10		
		b	Disruption (Strike, Gate jam etc) caused to the functioning of "The Company" and Lack of disciplinary action on the worker/s.	Conducting the enquiry of the incident/s, preparing & submitting the report to Mgmt, filing of FIR in police station as & when required, taking action on the worker/s and concluding the disciplinary process. (clause 19)		10		
		c	Delay in submission of statutory documents, checklist etc			1		
		d	Non adherence to Gate pass, onboarding process	Annexure 1 and 2		1		
					<b>TOTAL</b>	<b>40.6</b>		

## Annexure 8

### List of few of the statutory requirements, not being exhaustive:

I/We understand & agree to abide by all the Statutory Acts, Rules, amendments in Acts/ rules & notifications which may get amended / applicable from time to time.

**Following is the list of few of the statutory requirements, not being exhaustive, which I will be complying from time to time and as applicable:**

Agreed	Not Applicable	Reason For Not Applicable
Agreed	Not Applicable	Reason For Not Applicable
Agreed	Not Applicable	Reason For Not Applicable

**1**

I shall comply with all applicable provisions under **THE PAYMENT OF WAGES ACT, 1936**

- I will display a notice showing the day on which the wages are paid,
  - I. notice containing abstract of this Act in English and the vernacular language.
  - II. I will pay wages on or before 7<sup>th</sup> of every month.
  - III. Pay wages to employee for the purpose of this Act by NEFT.
- IV. I will maintain register giving particulars of - (a) Persons employed (b) Work performed by the employees (c) Deductions made from the wages (d) Fines imposed (e) Receipts given (f) Any other particulars in such a form as may be prescribe.
- V. I will maintain a register in Form IV for all the amount of advances sanctioned and the re-payment made.

**2**

I shall comply with all applicable provisions under **THE MINIMUM WAGES ACT, 1948**

- I will Pay minimum rates of wages to each employee as declared by the State Government by bank Transfer. I will follow the minimum wages circular by the Govt Authority/ Company as declared time to time.
- II. I will maintain a Muster Roll cum Wage Register in Form II.
- III. I will Provide one day as a weekly day of rest to each employee.
- IV. I will ensure that the normal working hour in a day does not exceed 9 hours for an adult.
- V. I will Fix working hours in such a way so as to provide atleast half and hour rest, ensuring that the continuous working hour, does not exceed 5 hours in a row.
- VI. I will provide a holiday for a period of 24 consecutive hours, from the time his shift ends.
- VII. I will pay extra wages @ double the ordinary rate of wages for extra hours working.
- VIII. I will maintain a hard bound Inspection Book and produce it to Inspecting Officer, when required by him.

Agreed	Not Applicable	Reason For Not Applicable
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- IX. I will preserve all the registers and records maintained for a period of 3 years from the date of last entry.
- X. I will provide payment for work on a day of rest at a rate not less than the overtime rate.

3 I shall comply with all applicable provisions under **EQUAL REMUNERATION ACT, 1976**

Agreed	Not Applicable	Reason For Not Applicable
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- I. I will pay equal remuneration to men and women workers for same work or work of a similar nature.
- II. I shall maintain such registers and other documents in relation to the workers employed by me.

4 I shall comply with all applicable provisions under **THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970**

Agreed	Not Applicable	Reason For Not Applicable
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- I. I will provide at least 1 first aid box for every 150 workers.
- II. I will pay wages on or before expiry of 7<sup>th</sup> day of each wage-period after the last day of wage period.
- III. I will ensure the presence of authorized representative of Principal Employer at the place and time of disbursement of wages by me to workmen.
- IV. I will display a notice at the work place showing: i) wage-period, ii) place of disbursement, and iii) time of disbursement.
- V. I will keep all the records and registers at office or within the radius of 3 kms. of establishment, maintain such records and registers legibly in English, Marathi or Hindi, preserve them for a tenure of 3 calendar years from date of last entry.
- VI. I will display the wage notice in English and Hindi or in Marathi at a conspicuous place containing the following particulars:- 1. wages, 2. working hours, 3. wage -period, 4. Date of payment of wages, 5. Name and address of the Inspector having jurisdiction, 6. Date of payment of unpaid wages.
- VII. I will submit annual return in Form XXV in duplicate to Registering Officer before 15<sup>th</sup> February following the end of the year.
- VIII. I will pay wages before the expiry of 1 working day from the day on which the employee is terminated.

5 I shall comply with all applicable provisions under **THE EMPLOYEES PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952**

Agreed	Not Applicable	Reason For Not Applicable
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- I. I will submit the statement within 7 days of the close of every month.
- II. I will deduct the employee's contribution paid towards Employees Provident Fund.
- III. I will submit the duly approved form 11 by the competent authority while claiming the exemption from the PF act for my workers. **(Not valid for the Exempted PF Trusts).**
- IV. I will submit the ECR, Challan, TRRN etc on or before 14<sup>th</sup> of each month.
- V. I will maintain an inspection note-book in such form as may be specified by the Commissioner.

6

I shall comply with all applicable provisions under **THE EMPLOYEES' STATE INSURANCE ACT, 1948 AND THE EMPLOYEES STATE INSURANCE (GENERAL) REGULATIONS, 1950 AND THE EMPLOYEES' STATE INSURANCE RULES, 1950**

Agreed	Not Applicable	Reason For Not Applicable
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- I. I will preserve all the register maintained for a period of 5 years from the date of last entry therein.
- II. I will register on-line on the website of Employees State Insurance within 15 days of employing the required number of employees.
- III. I will obtain correct particular of employees as required in Form 1.
- IV. I will send the declaration forms enclosed with Temporary Identification Certificate and a return in Form 3 within 10 days of furnishing the particulars to the appropriate office of ESIC.
- V. I will deliver the Temporary Identification Certificate and a copy of Form 3 to the employee.
- VI. I will take a duly filled Form 1-A from the employee having signature/thumb-impression and send it to the authority within 10 days of being furnished.
- VII. I will enter the particulars of changes given by the employee in Form 2 and send it within 10 days to the appropriate office.
- VIII. I will furnish information as required in Form 10.
- IX. I will maintain an Accident Book in Form 11 and preserve it for 5 years from the date of last entry.
- X. I will send an accident report in Form 12 to the nearest local office and Insurance Medical Officer.
- XI. I will provide the proper first-aid and arrange proper transportation for obtaining aid and care as may be required.
- XII. I will produce the Inspection Book on demand to the Inspector or any other person authorized by him.
- XIII. I will immediately report the death of the workers to the local officer, in death case.
- XIV. I will ensure that the body of deceased employee is not disposed until it has been examined by an Insurance Medical Officer.
- XV. I will ensure that no employee is dismissed, discharged or otherwise punished at any time while he/she is in receipt of benefit for Sickness, maternity, Temporary Disablement; or i. is under medical treatment for sickness; or ii. is absent due to illness arising.

7

I shall comply with all applicable provisions under **THE EMPLOYEE'S COMPENSATION ACT, 1923**

Agreed	Not Applicable	Reason For Not Applicable
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- I. I will pay compensation if personal injury is caused to an employee by accident arising out of and in course of his employment.
- II. In case of death of an employee, I will deposit with the Commissioner a sum of not less than five thousand rupees as funeral expenditure.
- III. I will pay compensation only by deposit with the Commissioner.
- IV. I will submit a statement to the Commissioner detailing the circumstances attending the death of the employee and indicating the grounds if he is not liable to pay compensation on account of death.

V. I will under any other law required to give notice to any authority of any accident occurring on his premises shall send a report to the Commissioner giving the circumstances attending the death or serious bodily injury.

VI. If directed under a notification then I shall send a return specifying the number of injuries in respect to which the compensation has been paid during the previous year along with the amount paid.

**8 I shall comply with all applicable provisions under THE PAYMENT OF BONUS ACT, 1965**

Agreed	Not Applicable	Reason For Not Applicable
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I. I will pay bonus to its employee's in an accounting year provided that an employee shall be entitled to bonus if he has worked for at least thirty working days in that year.

II. I will pay at least minimum bonus which shall be 8.33 per cent of the salary or wage earned by the employee during the accounting year or seven thousand Five hundred rupees whichever is higher.

III. I will prepare and maintain a register showing the computation of the allocable surplus.

IV. I will prepare and maintain a register showing details of the amount of bonus due to each of the employees, the deductions and the amount actually disbursed.

V. I will send an annual return to the Inspector.

**9 I shall comply with all applicable provisions under THE INTER-STATE MIGRANT WORKMEN (REGULATIONS OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1979**

Agreed	Not Applicable	Reason For Not Applicable
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I. I will make application (in triplicate) for grant of license under the Act.

II. I will furnish such particulars to the specified authority in the State from which an Inter-State migrant workman is recruited and in the State in which such workman is employed.

III. I will issue to every inter-State migrant workman, a pass book.

IV. I will furnish return in respect to every Inter-State migrant workman who ceases to be employed.

V. I will pay wages to each Inter-State migrant workman employed by me which cannot be less than the rate of wages paid by the principal employer to a workman in the lowest category directly employed by him or minimum rate of wages, whichever is higher.

VI. I will issue service certificate on termination of employment to the migrant workman.

VII. I will maintain displacement-cum-outward journey allowance sheet and return journey allowance register.

VIII. I will maintain muster roll register and register of wages, register of deduction, fines and advances, maintain register of overtime.

IX. I will display an abstract of the Act and the rules in such form as may be approved by the Deputy Chief Labour Commissioner.

X. I will display Notices showing the rates of wages, names and addresses of the Inspectors having jurisdiction at the conspicuous places at the establishment and the work-site.

XI. I will submit half yearly return (in duplicate).

10

I shall comply with all applicable provisions under **THE PAYMENT OF GRATUITY ACT 1972**

Agreed	Not Applicable	Reason For Not Applicable
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- I. I will pay the due amount of gratuity **annually** to all the employees & maintain the records. The same will be shared with my employees & also with the employer during the bill submission in month of March.
- II. I will pay the due amount of gratuity within 30 days from the date it becomes payable to the employee, net amount not exceeding 10 lakhs; and intimate the payment done to the Controlling Authority.
- III. I will deposit the amount of gratuity payable with the Controlling Authority if the claimant is minor nominee/heir.
- IV. I will authorize an officer as a representative to receive the notices on behalf of company under the Act and Rules.
- V. I will obtain insurance for securing liability for payment towards gratuity from the Life Insurance Corporation of India or any other prescribed insure; as recommended in the notification.
- VI. I will pay the due amount of premium for renewal of insurance policy obtained for securing liability for payment of gratuity.
- VII. I will serve a notice of opening of the establishment in Form A to the Controlling Authority, within 30 days of the Act becoming applicable to the establishment.
- VIII. I will serve a notice of change in Form B to the Controlling Authority within 30 days of change in name, address, employer or nature of business.
- IX. I will serve notice in Form C to the Controlling Authority before 60 days of intended closure.
- X. I will display conspicuously a notice at or near the main entrance of the establishment in bold letters in English and in a language understood by the majority of the employees specifying the name of the officer with designation authorised by me to receive notices under the Act or the Rules.
- XI. I will keep nominations in safe custody.
- XII. I will verify the service particulars of the employee with the service details within 30 days of receipt.
- XIII. I will return duplicate copy of nomination form after obtaining receipt from the employee.
- XIV. I will deposit such amount with the Controlling Authority, payable to such employee.
- XV. I will send a notice in Form L to the applicant (employee/nominee/heir; as the case may be) within 15 days of receipt of the application specifying the amount of gratuity payable, fix a date for payment of it and forward a copy of the same to the Controlling Authority.
- XVI. I will send a notice in duplicate in Form M to the applicant (employee/nominee/heir) within 15 days of receipt of the application specifying the reason for inadmissibility and forward a copy of the same to the Controlling Authority.

XVII. I will display an abstract of the Act and the Rules at or near main entrance of the establishment, in English and in language understood by the majority of employees.

11 I shall comply with all applicable provisions under **THE MATERNITY BENEFIT ACT, 1961**

Agreed	Not Applicable	Reason For Not Applicable
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- I will ensure not to make the woman employee do any work which is of an arduous nature or which involves long hours of standing or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health; during the specified period.
- I.
  - II. I will display the abstract of Rules in Form 9 in a conspicuous place in the language or languages of the locality.
  - III. I will maintain a Maternity Benefit Register in Form 10.
  - IV. I will ensure not to: i) dismiss or discharge the women employee on account of absence during maternity period, ii) serve notice of discharge or dismissal on such a day that the notice will expire during such absence, iii) vary to her disadvantage any of the conditions of her service.
  - V. I will give maternity leave for a period of 26 weeks.

12 I shall comply with all applicable provisions under **THE CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986**

Agreed	Not Applicable	Reason For Not Applicable
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- I. I will ensure not to employ any child or permit to work in : i) occupations specified in Part A of the Schedule or ii) processes specified in Part B of the Schedule.

13 I shall comply with all applicable provisions under **THE FACTORIES ACT, 1948 AND THE RULES** as & if applicable.

Agreed	Not Applicable	Reason For Not Applicable
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14 I shall comply with all applicable provisions under **THE SHOPS AND ESTABLISHMENTS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT AND THE RULES** as & if applicable.

Agreed	Not Applicable	Reason For Not Applicable
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15 I shall comply with all applicable provisions under **THE WEEKLY HOLIDAYS ACT, 1942.**

Agreed	Not Applicable	Reason For Not Applicable
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16 I shall comply with all the applicable provisions under **THE NATIONAL AND FESTIVAL HOLIDAY ACT**

Agreed	Not Applicable	Reason For Not Applicable
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- I will grant leave/ holiday with wages on following 3 days, i.e. 26<sup>th</sup>
- I. January (Republic Day), 15<sup>th</sup> August (Independence Day) and 2<sup>nd</sup> October (Gandhi Jayanti).

17 I shall comply with all applicable provisions under **THE BUILDING AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996** as & if applicable.

Agreed	Not Applicable	Reason For Not Applicable
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18	I shall comply with all applicable provisions under <b>APPRENTICES ACT, 1961</b> , as & if applicable.	Agreed	Not Applicable	Reason For Not Applicable
19	I shall comply with all applicable provisions under <b>THE PRIVATE SECURITY GUARDS ACT AND THE RULES</b> of the State, as & if applicable.  I. I have the licence issued by the Competent Authority.	Agreed	Not Applicable	Reason For Not Applicable
20	I shall comply with all applicable provisions under <b>LABOUR WELFARE FUND ACT AND THE RULES</b> of the State, as & if applicable.	Agreed	Not Applicable	Reason For Not Applicable
21	I shall comply with all applicable provisions under <b>The EMPLOYMENT OF LOCAL CANDIDATES IN THE INDUSTRIES ACT AND THE RULES</b> of the State, as & if applicable.	Agreed	Not Applicable	Reason For Not Applicable
22	I shall comply with all applicable provisions under <b>THE WORKMEN'S MINIMUM HOUSE RENT ALLOWANCE ACT AND THE RULES</b> of the State, as & if applicable.	Agreed	Not Applicable	Reason For Not Applicable
23	I shall comply with all applicable provisions under <b>Motor Transport Workers Act 1961 AND THE RULES</b> of the State, as & if applicable.	Agreed	Not Applicable	Reason For Not Applicable
24	I shall comply with all applicable provisions under <b>THE MAHARASHTRA MATHADI, HAMAL AND OTHER MANUAL WORKERS (REGULATION OF EMPLOYMENT AND WELFARE) ACT, 1969.</b>	Agreed	Not Applicable	Reason For Not Applicable

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

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

Place: \_\_\_\_\_

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

Vendor code: \_\_\_\_\_

Witness :

**For The Tata Power Company Limited:**

Name & Signature:.....  
(Head Corp Contracts)

Name & Signature:.....  
(Head IR/ Head BHR)