



RFQ No.: 4100067907

OPEN TENDER NOTIFICATION

FOR

SITC OF SAN STORAGE SYSTEM FOR OT SYSTEM

Tender RFQ No.: 4100067907
Due Date for Bid Submission: 23.07.2026 [15:00 Hrs.]

The Tata Power Company Limited
Mumbai, Maharashtra

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1.0 Event Information

1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested Bidders for entering into a contract for:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	SITC of SAN storage system for OT System.	2,00,000	2,000

1.2 Availability of Tender Documents

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

Chief (Corporate Contracts)
The Tata Power Company Limited
Smart Center of Procurement Excellence, 3rd Floor, Sahar Receiving Station
Sahar Airport Road, Andheri East, Mumbai-400059

Tender documents may be downloaded by interested eligible bidders from TPC website www.tatapower.com with effect from 07.07.2026. In the event detailed tender documents are downloaded from TPC website or are received through email from TPC, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS in favor of "The Tata Power Company Limited". Any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit TPC website www.tatapower.com regularly for any modification/ clarification to the bid documents.

1.3 Calendar of Events

(a)	Date of availability of tender documents from TPC Website	From 07.07.2026 to 23.07.2026, 15:00 Hours
(b)	Last Date of receipt of pre-bid queries, if any	13.07.2026 up to 17:00 Hours
(c)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	Will be notified prior (if required)
(d)	Date & Time of Pre-Bid Meeting (If any)	Will be notified prior (if required)
(e)	Last date and time of receipt of Bids	23.07.2026, 15:00 Hours
(f)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

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

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.



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

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

1.5 Deviation from Tender

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

1.6 Right of Acceptance/Rejection

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

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

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

1.7 Qualification Criteria

Parameter	Tata Power Requirement	Documents To be submitted by Vendor to ascertain meeting of Pre-qualification requirement
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Design, Engineering, Manufacturing, Supply, Supervision of Installation, Testing and Commissioning	1. Bidder must be OEM of SAN storage system or authorized OEM premium partner & other Communication/Security systems, having manufacturing facility anywhere across globe except China & should have testing and support facility in India preferably in Mumbai. 2. The bidder/OEM shall have carried out design, engineering, manufacturing, supply ,installation, testing and commissioning of type tested SAN storage in 3 different projects in last 5 Years. 3. The system supplied should have been in satisfactory commercial operation for a minimum period of 3 years as on scheduled date of the bid opening.	1) Bidder/OEM shall furnish details of 3 projects with all technical and Purchaser's details, which are executed in India/globally with the same product offered and in satisfactory commercial operations. Bidder to also submit performance certificate, PO copies (unpriced/masked) /interaction with 3 customers. 2) Details of Manufacturing Facilities. Premium partner to share Manufacturer Authorization Form (MAF) certificate from OEM.
Service Support	a)The bidder must demonstrate the availability of local testing and service support facilities, along with the competency of its engineers to effectively handle any issues or breakdowns that may arise after commissioning or handover, in accordance with the agreed Service Level Agreement (SLA).	a) Support Service Centre Details to be shared by bidder. Tata Power shall visit Support centre & will discuss with support engineers
Financial	1)Average Annual turnover of the bidder for last three years shall not be less than INR 50 Crores.	1)Bidder to submit Copy of Audited balance sheet and Profit and Loss Statement with UDIN No. certificates

1.8 Marketing Integrity

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

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

1.9 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPC. This includes all bidding

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information submitted to TPC. All tender documents remain the property of TPC and all suppliers are required to return these documents to TPC upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

2.0 Evaluation Criteria

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

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

2.1 Price Variation Clause:

The prices shall remain firm during the entire contract period.

3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: "EMD" of Rs. 2,00,000/- (Rupees Two Lakhs) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG / Bankers Pay Order favoring "The Tata Power Company Limited". The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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

Account Name: The Tata Power Co. Ltd.

Bank Name: HDFC Bank, Fort Branch, Mumbai

Bank Account No. : 00600110000763

IFSC Code: HDFC0000060

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

- a) Documentary evidence in support of qualifying criteria
- b) Technical literature/GTP/Type test report etc. *(if applicable)*
- c) Qualified manpower available



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- d) Testing facilities *(if applicable)*
- e) No Deviation Certificate as per the Annexure III – Schedule of Deviations
- f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- g) Quality Assurance Plan/Inspection Test Plan for supply items *(if applicable)*

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

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

FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:

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

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

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

EMD

“SITC of SAN storage system for OT System.”

Please mention our RFQ Number:- 4100067907 on the Tender and drop the same at The Tata Power Company Limited, Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station, Sahar Airport Road, Andheri East, Mumbai-400059.

The envelope shall be addressed to:

**Chief (Corporate Contracts)
The Tata Power Company Limited
Smart Center of Procurement Excellence, 3rd Floor, Sahar Receiving Station
Sahar Airport Road, Andheri East, Mumbai-400059**

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

SIGNING OF BID DOCUMENTS:

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

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

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



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

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

3.2 Contact Information

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

Communication Details:

Lead Contracts

Name: Mr. Atharva Dhumal
Contact No: 8369593396
E-Mail ID: atharva.dhumal@tatapower.com

Group Head Contracts:

Name: Ms. Subhanjali Sanyal
Contact No.: 022-67173927
E-Mail ID: subhanjali.sanyal@tatapower.com

3.3 Bid Prices

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

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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



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3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

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

The EMD shall be forfeited in case of:

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

Or

- b) The case of a successful bidder, if the Bidder does not
i) accept the purchase order, or
ii) furnish the required performance security BG

3.9 Type Tests (if applicable)

As per attached Annexures

4.0 Bid Opening & Evaluation process

4.1 Process to be confidential

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

4.2 Technical Bid Opening

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

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

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

4.3 Preliminary Examination of Bids/Responsiveness

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

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

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

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

4.4 Techno Commercial Clarifications

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

4.5 Price Bid Opening

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

4.7 Reverse Auctions

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

5.0 Award Decision

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

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

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

6.0 Order of Preference/Contradiction:

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

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

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

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

7.2 Drawing Submission & Approval

As per annexure - II

7.3 Delivery Terms

SITC, execution of Tender scope of work and complete system handover within 4 months from the date of Issuance of PO.

7.4 Warranty Clause

Warranty should be provided for the period of 84 Months as per Tender Technical specification.

7.5 Payment Terms

Payment shall be released on Milestone basis as follows:

Supply

1. 60% of supply payment against supply,
2. 40% of supply payment post successful roll out

Services

3. 100% Payment of Services post successful roll out.

All payments shall be released within 45 days from the date of completion of individual milestone, submission of certified bills / invoices and confirmation received from Order manager.

7.6 Liquidated Damages Clause

LD deduction shall be applicable for delay in SITC, execution of Tender scope of work and system handover at the rate of 1% of individual CRO value (Incl. of Taxes) per week of delay to a maximum of 10% of individual CRO value (Incl. of Taxes).

SLA compliance should be provided by bidder during Warranty Period.



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7.7 Contract Performance Bank Guarantee (CPBG) Clause

Bidder shall submit Contract Performance Bank Guarantee (CPBG) cum Performance Bank Guarantee of 10% of the Total order value (Incl. of Taxes) within 15 days of award of contract, valid till Warranty period with additional claim period of 6 months.

Tata Power reserves the right to recover the Liquidated damages due to SLA non-compliance as stated under Service Level Agreement (SLA), from the contractor's invoices due and also from the other securities and BG available with owner.

7.8 Safety Retention

Safety Retention as per the Tata Power General Terms and Conditions shall be applicable and shall be released based on safety performance score after work completion.

7.9 Climate Change

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

7.10 Ethics

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

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

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

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

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

8.0 Specification and standards

As per Annexure II.

9.0 General Condition of Contract

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



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10.0 Safety

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

<http://www.tatapower.com>

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

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ANNEXURE I
Schedule for Items

SITC of SAN storage system for OT System

Sr. No.	Description	Qty	UoM	Unit Price	Overall Price
1	Supply of Hardware & Software for SAN Storage (i) SAN storage system (150TB usable, RAID 6, SSD SAS drives) - 1 set (ii) SAN switch - 3 sets (iii) FC type 16/32 Gbps HBA for existing servers - 4 Nos. (iv) Immutable backup solution - 1 Set (v) Mandatory spares (as per RFP) - 1 lot	1	AU		
2	Services a) Design, Engineering, Installation, Testing and Commissioning of the proposed SAN storage at site and Immutable storage solution and Integrations with other systems as mentioned in the RFP. b) Cable termination, continuity check of all communication cables c) Preparation of cable schedule d) Time Synchronization of SAN system with existing GPS e) FAT of Hardware and Software functionality at bidder's works f) Integrated testing as per RFP g) 100% Integrated UAT of Hardware and Software functionality at site as per RFP h) Submission of as-built drawing in AutoCAD and PDF Format i) Warranty and support for Hardware & Software for 7 years as per RFP j) Training at bidder's work as per RFP	1	AU		
Total Package Cost					
GST @ 18%					
Total Cost (Incl. of GST)					



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NOTE:

- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids are liable for rejection.
- The bidder must fill each and every column of the above format. ***Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.***
- No cutting / overwriting in the prices is permissible.
- The unit price to be indicated in col. No. 5 should be exclusive of taxes & duties which are to be indicated in separate columns meant for the purpose.
- All other Terms & conditions shall be as per Technical Specifications, Tata Power – GTC – Supply & Tata Power – GTC – Services.

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ANNEXURE II
Technical Specifications

As per Annexure No.: VII

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ANNEXURE III**Schedule of Deviations**

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

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

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

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

Seal of the Bidder:

Signature:

Name:

ANNEXURE IV

Schedule of Commercial Specifications

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

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

ANNEXURE V

Checklist of all the documents to be submitted with the Bid

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

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

ANNEXURE VI**Acceptance Form for Participation in Reverse Auction Event**

(To be signed and stamped by the bidder)

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

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

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

Signature & Seal of the Bidder

ANNEXURE VII

Scope of Work shall be as per attached Annexure

CONFIDENTIAL



RFQ No.: 4100067907

ANNEXURE VIII
Inspection Test Plan

NA



RFQ No.: 4100067907

Annexure IX
General Conditions of Contract

Attached as Annexure to this document

CONFIDENTIAL



RFQ No.: 4100067907

Annexure X
Manufacturers Authorization Form

Date:

Tender Enquiry No.:

To,
Chief (Procurement & Stores)
Tata Power Company Limited, Mumbai

Dear Associate,

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

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

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

Yours Sincerely,

For

Authorized Signatory

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Document Title: Technical specifications – SAN Storage for OT Systems

Document No: SPEC/COMM/FY27/001

Revision	Date	Description	Approvals		
			Prepared By	Checked By	Approved By
A	19/06/2026	Issued for Review & Comment	Sukalp Kamdi <i>Sukalpkamdi</i>	Vivekanandan S. <i>vivekanandan S</i>	Rupesh Patil <i>rupeshmpatil</i>

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A1 INTENT OF SPECIFICATION

The TATA Power company Ltd. has its transmission and distribution substations across Mumbai LA. The electric grid operations of T&D are performed by Power System Control Center centrally through Automation systems. TATA Power intends to deploy SAN storage for its SCADA and cyber security systems deployed in MCC and BCC .

Following are the major systems to be considered for this project

- Supply of SAN storage system and accessories as per the defined BOM.
- Installation and commissioning of SAN storage system
- Fine-tuning and testing of system as per the TATA Power requirement Maintenance and management of the system post successful commissioning for period of 7 years.
- Hardening of the system as per ISO 27001 cyber security standards & as per Tata power minimum baseline requirement.

The document covers the specific requirements for complete design, detailed engineering, manufacture, supply, inspection & testing at Bidder's work, packing, transportation, loading and unloading, delivery to site, storage at site, handling at site, panel mounting, network infra setup for connecting proposed equipment to local & remote stations, powering up, testing, commissioning, migration of existing services on Automation network, performance testing, handing over of complete network & final documentation.

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

A2 PROJECT INFORMATION

1.0 Owner

The Tata Power Company Limited
Mumbai
Maharashtra, India
Tel. 022 – 67172401

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2.0 Location of the site The Tata Power Trombay PSCC and Tata Power Dharavi RSS

3.0 Climatic conditions

3.1 Temperatures:

(a) Maximum dry bulb temperature 36.70 C

(b) Minimum dry bulb temperature 18.30 C

(c) Design temperature for electrical equipment / devices 500C

(d) Design humidity 95%

3.2 Relative humidity

(a) Maximum during monsoon 100%

(b) Minimum during December to January 22%

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

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A3 SCOPE OF WORK

The brief scope consists of site survey, engineering, factory acceptance test, supply, installation, network designing, panel mounting, network infra setup for SAN storage as per TATA Power baseline requirements, site acceptance testing. Bidder to note that all the drawing/document submissions and approvals shall be given through wrench (Document Management System) only.

A4 TERMINAL POINTS

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

Installation, testing and commissioning of SAN storage with SAN network, with hardware and software will be in bidder's scope. All necessary services required for supply, laying and testing will be in bidder's scope. Bidder must consider all items required for deploying and commissioning the offered equipment including integration with the applications and all necessary services.

A5 EXCLUSIONS

NIL

A6 CODES AND STANDARDS

Refer Specifications Section-B

A7 BIDDER'S QUALIFICATION REQUIREMENTS

Refer Annexure A- PQR- Separately attached with document.

A8 PROJECT SCHEDULE / MILESTONES

The Bidder shall provide a detailed implementation schedule indicating major Bidder and Purchaser activities, major completion milestone events, and interdependencies between events. Required Purchaser activities and associated dates must be clearly shown and

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include interdependencies to the Bidder's scheduled activities. The schedule shall be in terms of months after Receipt of Order (ARO), not absolute dates.

The Bidder shall perform all scheduling activities with Microsoft Project, such that all schedules as periodically transmitted to Purchaser include both hard copy and electronic versions.

Following is the expected delivery schedule. Bidders may propose separate delivery schedule; however, the total time for project completion shall not exceed 120 days from the date of placement of firm purchase order by Purchaser.

Sr. No.	Milestone	Target
1	PO Placement	Zero Date
2	MDL & Project Detailed Project Execution Schedule submission & approval	Within 7 days from Sr. No. 1
3	Architecture and other Drawings, Bill of Material finalization, Functional and Design Specifications submission & approval	Within 15 days from Sr. No. 1
4	Procurement of Hardware and Software	Within 1 week from Sr. No. 3
5	Submittal of acceptance Test Plans and Test Procedures	Within 1 month from Sr. No. 4
6	Inspection of equipment (FAT)	Within 1 week from Sr. No. 5
7	Delivery of equipment	Within 2 weeks from Sr. No. 6
8	Completion of installation	Within 1 month from Sr. No. 7
9	Handover to Purchaser	After 1 week from Sr. No. 8
10	Overall project schedule	4 Months

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Calendar of events:

Sr. No.	Events	Target
1	Detailed bid documents / hosting of detailed bid documents in Purchaser's ARIBA website	Zero Date
2	Pre-Bid Meeting with Bidders	Within 2 weeks from Sr. No. 1
3	Receipt of pre-bid queries, if any	Within 1 week from Sr. No. 1
4	Posting of Consolidated replies for the pre-bid queries to all bidders	Within 2 weeks from Sr. No. 3
5	System Demonstration by Bidders / Proof of Concept	Within 3 weeks from Sr. No. 1
6	Receipt of Bids	Within 2 weeks from Sr. No. 5
7	Opening of technical bids	Next working day from Sr. No. 6
8	Post bid queries / clarifications	Within 1 week from Sr. No. 7
9	Revised bids final submission (if any)	Within 1 week from Sr. No. 8
10	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / mail.

A9 SUBMISSIONS BY BIDDERS

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

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

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- Authorization Letter from OEM.
- Compliance checklist.
- Undertaking if any.

A10 DETAILED TECHNICAL SPECIFICATIONS*

Refer Specifications Section-B

A11 LAYOUT REQUIREMENTS

- Bidder to submit proposed detailed system architecture & integration plan with existing Tata Power communication system across T&D substations in Mumbai LA.

A12 QUALITY REQUIREMENTS

Refer Technical Specifications Annexure-B

A13 MAINTENANCE REQUIREMENTS

The Offered system should be maintenance free/minimum maintenance systems. Any maintenance required with periodicity should be clearly mentioned in the BID offer. Bidder is required to maintain critical / emergency spares at factory works required on site to attend breakdown & meet SLA criteria. RMA for the failed device should be delivered within 1 week after the compliant raise.

A14 TOOLS AND TACKLES FOR ERECTION AND COMMISSIONING

Bidder should clearly specify and offer any test tools required for day to day maintenance of the Network. This tools should include physical test tools and software test tools such as central management system as applicable to the offered system. Software requirement for packet capturing & bandwidth measurement.

A15 SPARES

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Bidder to consider minimum 5% spares of the offered equipment as indicated in the BOQ attached also bidder to consider and propose additional spares as required to maintain the system but are not part of the tentative BOM.

B1 – DATA SHEETS

Refer Specifications Section-B- Technical specifications – SAN Storage for OT Systems

B2- STANDARD SPECIFICATIONS

Refer Specifications Section-B- Technical specifications – SAN Storage for OT Systems

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C1 - SCHEDULE OF QUANTITIES AND PRICES

Refer attached BOQ excel sheet – Attached as Annexure C

Seal of the Company

Signature

Designation

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C2- PROJECT TIME SCHEDULE

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

Seal of the Company

Signature

Designation

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

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C3- SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

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

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

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

Seal of the Company

Signature

Designation

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

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

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

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

Seal of the Company

Signature

Designation

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C5- SCHEDULE OF DRAWINGS & DOCUMENT SUBMISSION

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

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

Seal of the Company

Signature

Designation

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C6- SCHEDULE OF MANDATORY SPARES

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

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

Seal of the Company

Signature

Designation

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

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

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

Seal of the Company

Signature

Designation

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C8 - SCHEDULE OF PLACES OF MANUFACTURE, TESTS AND INSPECTION

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

ITEM OF EQUIPMENT	Manufacturer / SUBCONTRACTOR	PLACE OF TESTING & INSPECTION

Seal of the Company

Signature

Designation

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C9- SCHEDULE OF RECOMMENDED SPARES- NOT APPLICABLE

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

Sr. No .	Equipm ent tag no.	Descripti on of spare	Material of constructi on	Part no	Quantity recommend ed per unit of equipment	Unit price	Tot al pri ce	Delivery period from date of LOI	Remar ks

Seal of the Company

Signature

Designation

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D- DRAWINGS AND DOCUMENTS**D1 TENDER PURPOSE****D2 AFTER AWARD OF CONTRACT**

All the drawings and documents shall be through wrench system only

E - ANNEXURES

Technical PQR separately attached.

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Document Title: Technical specifications – SAN Storage for OT systems

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			Prepared By	Checked By	Approved By
A	19/06/2026	Issued for Review and Comments	Sukalp Kamdi <i>Sukalpkamdi</i>	Vivekanandan Sivasankaran <i>vivekanandan S</i>	Rupesh Patil <i>rupeshmpatil</i>

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3.0	System Description and Scope
4.0	Codes & Standards
5.0	Special notes to Bidder
6.0	Design Requirement
7.0	Specifications for SAN storage
8.0	Training Requirement
9.0	Technical Parameters Of Equipment Including Datasheet
10.0	Warranty
11.0	Data Submission by Bidder
12.0	Annexures

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1.0 **INTRODUCTION**

The TATA Power company Ltd. has its transmission and distribution substations across Mumbai LA. The electric grid operations of T&D are performed by Power System Control Center centrally through Automation systems. TATA Power intends to deploy SAN storage for its SCADA and cyber security systems deployed in MCC and BCC .

Following are the major systems to be considered for this project

- Supply of SAN storage system and accessories as per the defined BOM.
- Installation and commissioning of SAN storage system
- Fine-tuning and testing of system as per the TATA Power requirement
- Maintenance and management of the system post successful commissioning for period of 7 years.
- Hardening of the system as per ISO 27001 cyber security standards & as per Tata power minimum baseline requirement.

The document covers the specific requirements for complete design, detailed engineering, manufacture, supply, inspection & testing at Bidder's work, packing, transportation, loading and unloading, delivery to site, storage at site, handling at site, panel mounting, network infra setup for connecting proposed equipment to local & remote stations, powering up, testing, commissioning, performance testing, handing over of complete network & final documentation.

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

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2.0 **BIDDER'S QUALIFICATION REQUIREMENTS**

2.1 Bidder's Qualifying Requirements:

[Refer Annexure A \(separately attached document\) - Prequalification Requirement.](#)

3.0 **SYSTEM DESCRIPTION AND SCOPE**

The TATA POWER Co. Ltd. is a century old power utility which is involved in electricity Generation, Transmission & Distribution. Remote monitoring & Control of substations is done centrally by PSCC through SCADA system. Connectivity required for remote monitoring & control of substations is provided through Automation WAN network across Mumbai License Area which included. Currently TPC has MCC (Trombay) & BCC (Dharavi) Data centres deployed for aggregating of all OT traffic to server infra at both primary & backup datacentre & thus providing connectivity to PSCC for remote operations of all stations. Project scope includes survey, planning, design, supply, installation, configuration & commissioning of SAN storage for OT systems deployed in MCC and BCC data centres. The proposed solution would primarily be used for storing backup of critical data. The data stored in the proposed SAN storage must be immutable. Bidder to consider appropriate solution for data immutability as per latest Cyber security standards for safeguarding mission critical data.

- 3.1 The indicative BOM (Refer Annexure- 2) is attached with this document for bidder's consideration with respect to make, model and required quantity.
- 3.2 Bidder to study the existing architecture/infrastructure and develop the solution and Bill of Material with required hardware/software.
- 3.3 Bidder to provide compliance for every clause of the technical specification.
- 3.4 It is recommended bidder shall visit the site for finalization of BOM for the respective stations. The final BOM along with detailed architecture shall be submitted by the bidder before placement of the order by purchaser.
- 3.5 Bidder scope also includes and is responsible for complete integration, testing & demonstration of required functionality
- 3.6 Scope includes recommendations for any configuration changes to be made in installed existing systems across TATA Power Network (such as firewalls, L2 and L3 switches) for the seamless integration and improvement in obtaining the desired results and functionalities.
- 3.7 Passive infra setup like armoured CAT6 cables laying, preparation and punching. Power supply wiring from the MCB is in the scope of bidder. Supply and services of all required material and accessories to establish connectivity at all transmission and distribution sub stations are to be considered.
- 3.8 Bidder is expected to carry out complete panel dressing, tagging of patch chords / CAT6 cables inside the panel where the system is being installed.

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- 3.9 Bidder shall provide detailed implementation & testing plan for proposed implementation. It shall include detailing of IP addressing, connectivity details, integration and testing plan.
- 3.10 Bidder will be responsible for end-to-end testing of services.
- 3.11 Bidder to submit the detailed architecture drawing for proposed network. The drawings should include high level connectivity diagram of L2 switches, L3 switches, firewalls, servers etc.
- 3.12 Demonstration / testing of the system at OEM works (FAT), before dispatch of the system at site would be in scope of bidder. This testing will include TATA Power engineer physically witnessing the FAT as per approved FAT procedure.
- 3.13 Testing of the system as per approved design outcomes, healthiness checks of all configured channels using appropriate test instruments in presence of TATA power engineers.
- 3.14 Bidder shall submit typical general arrangement drawings for the supplied equipment along with fitting arrangement.
- 3.15 Bidder shall submit detail documentation of project (such as IP addressing, detailed network architecture showing all connectivity's including uplink & applications, individual site connectivity, backup, inventory list of all installed equipment).
- 3.16 Offered product should be cyber secured and should be well protected from cyber threats identified. Further security updates and patch upgrades to be considered by bidder for minimum period of 7 years at no additional cost.
- 3.17 Offered product should meet IETF, ITU, Cyber security (CBIP) standards, MTCTE certified & other performance parameters.
- 3.18 Offered product should be tested for vulnerabilities as specified by leading cybersecurity agencies at global level.
- 3.19 OEM shall provide minimum 10 years support & spares for offered product. Bidder shall provide product lifetime cycle details & provide undertaking from OEM for the same.
- 3.20 The offered product should have been in satisfactory commercial operation in a large network of at least 5 Nos. power utilities for a minimum period of 3 years as on scheduled date of the bid opening. Bidder shall provide performance certificate from minimum 3 different customers and arrange de-brief call with the customers selected by Tata Power for verification of performance
- 3.21 Bidder shall perform POC of offered product to qualify for further bid process. In case Bidder is not performing POC / failure of POC during demonstration will lead in rejection of bid.
- 3.22 Suitable test certificates from accredited agency should be submitted by bidder with product offer.
- 3.23 Bidder shall provide undertaking that offered product will be in support for next 10 years & Bidder will ensure that all spares related to offered product will be available

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- during this period. In case bidder declares end of life or support for offered product, Bidder must provide replacement of equivalent product at no extra cost to Tata Power.
- 3.24 Bidder should consider L1, L2 (OEM/partner) support (primarily over on-call support) and for escalated cases L3 engineer (OEM) on site for the entire warranty period.
- 3.25 Bidder shall share escalation matrix & TAC support details of technical support team. Bidder shall provide undertaking of providing 24*7 technical support in case of system breakdown / critical cyber incident issues.
- 3.26 Also, Bidder shall ensure that all updates, patches, security features are installed regularly on offered product with no additional cost to TATA Power. It will be responsibility of successful bidder to ensure proposed products and system is up to date during warranty period.
- 3.27 Bidder must have support service centre in India preferably in Mumbai to cater after sales services & any issues/breakdowns arising post commissioning to be addressed as per agreed SLA. If bidder is not having service centre in Mumbai, bidder should confirm earliest date by which such facility will be made if contract is successful.
- 3.28 Bidder shall note that all technical support facilities including qualified manpower (Engineers & Technicians), testing tools and instruments and integration facilities should be available within Mumbai. No remote access will be provided once the system is in service.
- 3.29 Bidder shall clearly mention delivery timelines of offered product.
- 3.30 All requirements should be made clear during the site visit and in the offer made by the bidder. Any other requirements coming up during later stages after award of contract will strictly not be accepted and will be to bidder's account.
- 3.31 Submission of all project documents design, as built will have to be submitted by the bidder in appropriate soft and hard copy formats.
- 3.32 All engineers deputed at site along with technicians should be well trained and should abide by all safety protocols laid down by TATA Power. Successful bidder will be responsible for carrying out the necessary documentation required for enabling vendor teams to work in TATA Power premises (it will include submission of docs like PF, ESIC, Medical insurance, fitness certificate, Police verification & other documents prescribed by Tata Power admin team time to time during entire project duration of 7 years).
- 3.33 Transportation of material to individual site along with manpower will be in bidder's scope.
- 3.34 FAT and SAT Checklist and documentation should be submitted in advance by the bidder for approval by Tata Power.
- 3.35 FAT and SAT testing of the system as per approved design outcomes, healthiness checks of deployed configuration using appropriate test instruments in presence of TATA power engineer.

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4.0 **CODES AND STANDARDS**

The design, manufacture and performance of the SAN shall comply with all the requirements of the latest editions of international codes and standards applicable.

Equipment / Module	Standards
SAN storage system	Environmental condition
	Operating temperature range: 0 to 50 degree Celsius Storage temperature range : -10 to 70 degree Celsius Operating relative humidity range 5 to 90% non-condensing Storage relative humidity range 5 to 90% non-condensing
	Electrical compliances
	EMC: EN55022 class A, FCC class A, VCCI class A, ICES-003 class A Immunity: EN55024, EN61000-3-levels 2 (Harmonics), and 3 (Flicker) – AC models only
	Safety
	Standards: UL60950-1, CAN/CSA-C22.2 No. 60950-1-03, EN60950-1, EN60825-1, AS/NZS 60950.1 Certification: UL, cUL, TUV
	RoHS Compliance
	EU RoHS compliant
	Cyber security compliance
	IEC 62443 (relevant parts) CEA Guidelines for Cyber security for Power Systems (2021)
	Power supply
	AC Voltage range- 100 to 240vac Frequency- 47 to 55 Hz

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5.0 **SPECIAL NOTES TO BIDDER**

- 5.1 Bidder is required to depute OEM engineer during entire project setup & till handover. Thereafter Bidder can depute OEM Certified partner engineer at site for site visit, commissioning, configuration, testing and handing over the system to the purchaser.
- 5.2 Bidder is required to follow all safety and compliances required for gate pass permission at all TATA POWER transmission stations.
- 5.3 Successful bidder team must follow the safety procedures laid down by TATA POWER and must undergo all necessary trainings specified for carrying out such jobs. All fees for such training will be to bidder's account.
- Bidder shall provide detailed description of project management plan & proposed core team for commissioning & maintenance.

6.0 **DESIGN REQUIREMENTS**

Compatibility with the existing purchasers' network equipments, firewalls and OT devices.

7.0 **SPECIFICATIONS FOR SAN STORAGE AND SAN SWITCH**

7.1 **Specifications for SAN Storage**

- 7.1.1 Bidder must have deployed SAN storage (on-prem) preferably for OT network in Power utilities or any other mission critical utility business for the past 3 years.
- 7.1.2 The Storage OEM should be established in the Gartner or any other equivalent global research firm for the last five years.
- 7.1.3 The proposed OEM or bidder should have implemented the proposed flash storage system successfully with RPO lesser than 5 minutes.
- 7.1.4 Proposed storages must support scale-out architecture, from day one, guaranteeing performance and availability of data.
- 7.1.5 Proposed storage must support nondisruptive scalability.
- 7.1.6 Proposed storage must have redundant controllers, with active-active capability to assure high availability of data with load balancing.
- 7.1.7 The Storage system offered must be a unified and scale-out system offering NAS (file), SAN (block) and object workloads. The Storage supplied should be an appliance with a Single Microcode offering all protocols and should not be based on server based General Purpose Filesystems or Operating systems such as Linux, Windows etc.
- 7.1.8 Storage system must be offered in a No-Single-Point of Failure offering up to six 9s of availability with minimum 2 Nodes/Controllers and Scale-Out to minimum 12 Nodes/Controllers.

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- 7.1.9 Controller Cache memory must be minimum 1TB NVMe/SSD/Flash. Cache should be configured enough to deliver required guaranteed performance from day one and should cater upto capacity of 500 TB.
- 7.1.10 Proposed storage must support latest NVMe/SSD drives with various capacities available.
- 7.1.11 Proposed storage should provide 150 TB (not 150 TiB) usable capacity post RAID 6 configuration or better and should be expandable to minimum 200 TB or more, capable of delivering sustained min. 50k IOPS (Read Write Ratio of 70:30) with less than one milli second response time at fully populated capacity.
- 7.1.12 The system must support intermixing of SSD, SAS, and NL-SAS drives, each of 12Gbps interface speed to meet the capacity and performance requirements for the applications.
- 7.1.13 Proposed storage must support all industry standards RAID levels like RAID 5, 6 or equivalent.
- 7.1.14 Proposed storage must support mix RAID configuration behind controllers/node.
- 7.1.15 The proposed system should offer minimum dual drive failure protection, however for high density drives it should also support triple drive failure protection for better resiliency and performance.
- 7.1.16 The storage should be configured natively with FC, iSCSI, NFS (NFSv3, NFSv4, NFSv4.1 supporting RFC5661), CIFS/SMB protocols for use with different applications. In addition to the above, Object (S3 compatible) protocol should also be supported either natively or through any additional appliance.
- 7.1.17 The storage should have software encryption or hardware encryption as per Industry and Global Information Security standards and best practices.
- 7.1.18 Proposed storage must deliver guaranteed performance of min 50k IOPS at less than one milli second latency even in case of controller or node failure. Performance must be measured through IO Meter for proposed solution.
- 7.1.19 The proposed solution must support multiple Latest OS and Hypervisors like Windows, Linux, Unix, VMware, Hyper-V.
- 7.1.20 Minimum 8 Front end port per controller for host connectivity with minimum 16/32Gbps throughput. However bidder shall propose the design as per RFP.
- 7.1.21 Any HBAs (Host Based Adapters) required to be incorporated in the existing system, must be considered by the bidder. Bidder to study the requirement with a site visit.
- 7.1.22 As part of scalability upto 200TB, TATA Power will procure only additional disks for capacity and not additional controllers/nodes nor additional licenses.
- 7.1.23 Proposed storage array should include storage based Synchronous and Asynchronous Replication, Snapshot, and Volume cloning features and necessary licenses for the entire supported capacity of the storage array.
- 7.1.24 Proposed OEM or bidder must provide all necessary software, tools to protect, manage, monitor, upgrade for full capacity of storage from day one.
- 7.1.25 All the required and necessary licenses must be provided for the Full capacity of the storage from Day one.

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- 7.1.26 This should include licenses for Management and monitoring module and all the storage features such as Snapshot, Cloning, Sync and A-sync Replication etc.
- 7.1.27 Upgrade in capacity should not incur any additional license cost.
- 7.1.28 Should Support online non-disruptive upgrade of firmware and other components without a need for downtime, there should be no unexpected reboot of the controller during firmware and OS Upgrade. The proposed solution being deployed in OT environment which is air-gapped, there is no connectivity to the open internet. Bidder to propose suitable technique for firmware upgrade for air-gapped environment.
- 7.1.29 The storage should be able to provide six 9's availability (99.9999%) at any point of time even in controller, backplane failure cases
- 7.1.30 Non disruptive LUN/volume access even in case of node/controller failure should be available.
- 7.1.31 Bidder must consider required cable, PDU, RACK etc. as per industry standard for installation of the proposed solution. Provisioning of power supply upto the rack would be in scope of Tata Power. Bidder to conduct site survey at the proposed location for required consideration of items in the BoQ required for complete installation, testing, commissioning and handover of the system.
- 7.1.32 Proposed storage shall be supplied with features such as Thin Provisioning, Thin Reclaim, Snapshot, remote replication, De-duplication, Compression, Performance Monitoring, and Quality of service on day 1 for the supplied capacity of the array.
- 7.1.33 Proposed Storage shall be configured in a No Single Point of failure configuration including Array Controller card, Cache memory, FAN, Power supply etc.
- 7.1.34 The proposed solution would primarily be used for storing backup of critical data. The data stored in the proposed SAN storage must be immutable. Bidder to consider appropriate solution for data immutability as per latest Cyber security standards for safeguarding mission critical data.
- 7.1.35 The offered system should support ransomware and insider threat detection to protect data with early detection and actionable intelligence on ransomware and other malware incursions. It should detect malicious activity and protect the data by automatically taking a snapshot.
- 7.1.36 Proposed Storage should have Monitoring and analytics engine capable to provide following:
 - (a) Providing Firmware update path, previous version, readiness checks before applying the update to production environment and severity level for required firmware update.
 - (b) Dashboard shall clearly highlight whether there is any issue with array and shall provide the detailed information about the issue.
 - (c) The management tool should offer global search bar for all storage objects and action-based searching.
 - (d) The management tool should display system alerts and notifications for proactive management on the dashboard for users to quickly access them and it should provide information about support cases raised on the cluster.

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- (e) The Storage management interface (GUI) should be virtualisation aware and provide end-to-end virtual-to-physical mapping of the physical infrastructure using a single console.
- (f) It should support config drift to identify deviations in configurations and configuration drift corrections to help proactively address configuration gaps and anomalies. It should support capacity forecasting with drift chat integration to enable timely support.
- (g) The offered system should offer capability to find and fix security vulnerabilities and automate risk remediation.
- (h) It should provide granular near real time performance analysis, at-least at an interval of 5 minutes. It shall allow to create custom reports in csv and PDF format without the need for enabling extra logging, installing any appliances (physical or virtual), or installing any software.
- (i) It should provide overall headroom utilization of the array while combining and analyzing various parameters like IOPS, MB/sec, Block size etc.
- (j) Headroom utilization shall clearly provide the breakup of headroom consumed by the Volumes or tagged application at storage array
- (k) Providing the status of at-least top 5 volumes where latency is extremely high. It shall also provide shading functionality so that more severe hotspot can be easily identified.
- (l) The offered system should support single plane of automation that contain automation capabilities with full REST APIs. It should support REST APIs for events, systems and retrieving performance and license details.
- (m) It should support storage virtual machine disaster recovery monitoring that provides a unified protection view and enable administrators to see SVM-DR relationships on the data centre level.

7.1.37 **Integrations and Interoperability:**

- (a) Proposed solution must be compatible with the existing deployed Backup software system – Acronis.
- (b) Existing system backup would be stored in the SAN solution in parallel with the existing running scheduled backups.
- (c) SAN solution would be integrable with the existing log collector system.
- (d) SAN solution would be integrable with the existing Active Directory system.
- (e) Platform shall include out of the box integration capability for standard SIEM tools i.e. Sentinel over any alerts generated in the system.
- (f) Solution offered should be seamlessly integrated with the existing Unified Network Management System i.e. OpenText [™] and ticketing tool OpenText [™] SMAX (Service Management Automation-X)

7.1.38 Enforce strong password policies and role-based access control (RBAC) to restrict access to sensitive data and system functionalities.

7.1.39 Regularly update the system with the latest security patches to address vulnerabilities identified by the vendor.

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- 7.1.40 Platform shall meet Data Protection and Privacy regulatory requirements as per regulations of Govt. of India, CERT-In, CEA, MERC, Ministry of Power, NCIIPC
- 7.1.41 Platform shall allow remote access to critical systems and confidential data only over secured channels (e.g. HTTPS).
- 7.1.42 Platform physical and Virtual Appliances shall have the possibility to restrict access to the management interface, SSH terminal, SNMP service and ICMP protocol.
- 7.1.43 Platform shall be able to send alerts, logs to the enterprise SOC.
- 7.1.44 Platform shall be securely configured and hardened by leveraging industry standards (e.g. removing unnecessary services; changing default credentials; password complexity; and following OT security policies).

7.2 Specifications of SAN Switch

- 7.2.1 Switch must have minimum 10 FC ports with min. 16Gbps with all required licenses
- 7.2.2 The switch should support for 8/16/32 Gbps HBA.
- 7.2.3 The switch should have auto sensing, Zoning, Ethernet and Serial Port for communication.
- 7.2.4 Switch should be rack mountable 1U size and should be supplied with mounting kit.
- 7.2.5 The switch should be equipped with redundant hot swap power supply and allow hot swap ability without resetting the switch or affecting the operations of the switch.
- 7.2.6 The switch should be backward compatible.
- 7.2.7 The switch should be capable for Non-disruptive firmware update.
- 7.2.8 The switch should be capable of End-to-end performance monitoring.
- 7.2.9 The switch should have Support for POST & online diagnostics.
- 7.2.10 The switch should be capable to interface with host-based adapters (HBA) of multiple OEM, supporting multiple Operating Systems.
- 7.2.11 The switch must support hardware ACL-based Port Security, Virtual SANs (VSANs)/Virtual Fabric, Port Zoning and LUN Zoning.
- 7.2.12 The switch should support IPv6 from day one.
- 7.2.13 Switch must support out-band management protocols like SNMP v1, v2 and v3, SMI-S, Telnet, FTP & TFTP/SFTP.
- 7.2.14 Switch should have the below zoning features:
 - (a) Support for hardware-enforced zoning.
 - (b) Policy based security and centralised fabric management.
 - (c) Support for secured access.
 - (d) Support for FC based authentication.
 - (e) Support for TACACS+ or RADIUS, SSH, SNMP.
 - (f) Support for port-binding
 - (g) Support for Hardware based Inter Switch linking / trunking.
 - (h) Support for dynamic Load balancing of links with no overhead.
- 7.2.15 All relevant licenses for above features should be quoted along with switch.

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- 7.2.16 Proactive storage monitoring & support from OEM should be enabled.
- 7.2.17 Software support for updates, upgrades, patches, and bug fixes for supplied s/w from OEM 24 x 7 x 365 days.
- 7.2.18 The proposed bidder will need to ensure support of product & change of components zero cost in case of any part becoming obsolete within the warranty period.

8.0 TRAINING REQUIREMENT

- 8.1.1 Bidder should consider training man-days for 20 engineers of TATA Power up to basic level certification in 3 batches at bidder works and min 5 engineers upto expert level on the offered product
- 8.1.2 Bidder shall provide training to the Purchaser's personnel on the operation and maintenance of the system supplied including Non-OEM equipment / 3rd Party equipment. The training shall cover development, integration, installation and commissioning of both software & hardware components of the system.
- 8.1.3 The Bidder shall provide classroom as well as hands-on training on the system. All required training materials such as system catalogues, test instruments, demo equipment, and simulation jigs, etc. shall be provided by the Bidder. The training shall equip the Purchaser's engineers for installation, commissioning, operation and post-warranty maintenance of hardware, software (Operating System, Administration and Applications), protocols and all third-party systems.
- 8.1.4 Bidder shall arrange training at OEM facilities with all required test instruments and training lab setup.

9.0 TECHNICAL PARAMETERS OF EQUIPMENT INCLUDING DATA SHEET

9.1.1 Software and Database development & system integration

Software and Database Development and System Integration shall be the responsibility of the Bidder. It shall be the responsibility of the Bidder to indicate and obtain necessary information from the Tata Power and sub vendors.

9.1.2 Factory Acceptance Test (FAT)

The Vendor shall submit a test plan for factory acceptance test (FAT) and commissioning tests of the supplied material and solution for approval. Vendor to submit the pre-FAT testing reports and document before the start of FAT at Vendor's works. The manufacturing phase of the solution / material shall be concluded by the Factory Acceptance Test (FAT). The purpose is to ensure that the Vendor has interpreted the specified requirements correctly and that the FAT includes checking to the degree required by the user. The general philosophy shall be to deliver a system to

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site only after it has been thoroughly tested and its specified performance has been verified, as far as site conditions can be simulated in a test lab. The extensive testing shall be carried out during FAT. The purpose of Factory Acceptance Testing is to ensure trouble free installation at site. No major configuration setting of system is envisaged at site.

9.1.3 **Hardware Integration Tests**

The hardware integration test shall be performed on the specified systems to be used for Factory tests when the hardware has been installed in the factory. The operation of each item shall be verified as an integral part of system. Applicable hardware diagnostics shall be used to verify that each hardware component is completely operational and assembled into a configuration capable of supporting software integration and factory testing of the system.

10.0 **WARRANTY**

10.1 **Warranty clauses**

- 10.1.1 Bidder shall warrant that the equipment including software, hardware, firmware and associated documentation are free of defects in material and workmanship and from defects or faults in design, in so far as the equipment fails to meet the requirements of this technical specification, for a period of 84 months from the date of final acceptance by the purchaser after completion of 30 days trouble free operation after SAT.
- 10.1.2 With respect to defects in equipment part, Bidder's liability is to make good by replacing the faulty equipment. It is the responsibility of the Bidder to replace the faulty equipment within as per agreed SLA / NBD whichever is earlier.
- 10.1.3 During the warranty period, the bidder shall upgrade the firmware / software of the modules with the latest available for 24 x 7 x 365 days from OEM. This activity shall be carried out free of cost at site as and when the patches are released. Sample testing for the operation of devices and associated equipment shall be carried out after the Upgradation of any software.
- 10.1.4 After replacement of the faulty equipment, the purchaser shall return parts that are defective to the Bidder. The Bidder shall cover the cost associated with the shipping of defective or failed items during warranty period. The new equipment, parts shall be delivered to the purchaser's facility CIF (Cost, Insurance, and Freight) free of charge.
- 10.1.5 With respect to software, the purchaser shall notify the problem to the Bidder, including a detailed description of the deficiency and associated condition. Bidder shall guide the purchaser for corrective action. If the same is not resolved, the Bidder shall depute his personnel to attend the same within 24 hours or as per SLA timelines whichever is earlier from the time of reporting the problem. The system Bidder shall be fully responsible to resolve hardware and software deficiency reported by the purchaser.

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10.1.6 With respect to third-party software and consumable parts supplied, the Bidder shall make reasonable effort to obtain the best warranties possible from the sub-Vendor thereof and assign to the purchaser any such warranties to the extent that such warranties may be assigned to the purchaser.

10.1.7 Bidder may consider longer warranties than included in these specifications.

10.1.8 Bidder shall extend all warranties / guarantees to the purchaser, provided by sub-vendors, of duration longer than that in this specification.

10.2 **Upgrades & Modifications**

10.2.1 Bidder shall continuously keep the Purchaser informed of all Software and Hardware upgrades as & when these are released.

10.2.2 Bidder shall supply upgrades of all installed software (both own and third party) for a period of seven years from the date of system acceptance without any commercial implication.

10.2.3 Bidder shall rectify all design defects and software bugs at no extra cost for a period of 7 years from the date of system acceptance

10.2.4 Bidder shall provide lifetime support (10 years) for the system, even if no upgrades are implemented.

10.2.5 The system referred to above includes Bidder's own as well as third party components.

10.2.6 Bidder shall port the supplied software onto upgraded hardware (as per Bidder's standard offerings) without additional Software License Fees.

10.3 **Currency of the Equipment:**

10.3.1 Bidder must offer equipment's which are latest and released not more than 5 years before the date of execution of the contract. The offered equipment should be such that it should not be declared as End of life within period of 15 years from the date of the order execution.

10.3.2 Bidder should submit OEM signed and stamped letter mentioning the following:

- a) Currency of the offered equipment.
- b) Commitment for support for 7 years warranty + 3 years post warranty.
- c) System non compromise (Cyber security) compliance since its launch.

10.3.3 In case of bidder discontinuing offered system within the warranty period and installed equipment's going faulty and no replacement available. Equipment installed will have to be replaced by the latest version complying with same specifications at no extra cost to TATA Power.

11.0 **DATA SUBMISSION BY BIDDER**

Bidder shall submit the following information along with the Technical Bid

11.1 **Along with Bid:-**

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- 11.1.1 Bidder to submit technical data sheet of the critical equipment, architecture drawing along with the technical offer.
- 11.1.2 Bidder to only provide compliance for other data sheets covered in the specification. However bidder to note that, all data sheets and detailed GTP are required to be submitted during detailed engineering for the approval and finalization by Tata Power.
- 11.1.3 Quality Assurance Plan (QAP), Manufacturing Quality Plan (MQP), Field Quality Plan (FQP)
- 11.1.4 General Arrangement Drawings for equipment offered.
- 11.1.5 Catalogues of the equipment's offered.
- 11.1.6 Detailed Bill of Material with make, model and quantity.
- 11.1.7 Product life cycle document for all supplied equipment.
- 11.1.8 List of major relevant experiences of the Principal, Collaborator and the Product respectively.
- 11.1.9 Technical support facilities including qualified man-power, testing tools and instruments and integration facilities available within India preferably Mumbai should have major support centre.
- 11.1.10 Confirmation on lifetime, spares, manufacturing, onsite & offsite technical support of the supplied equipment for the period of 10 years.
- 11.1.11 The Bidder shall give an undertaking to provide full range of local services (including hardware and software maintenance, modifications and upgrade support) for the life of the delivered Communication system.
- 11.1.12 All deviations from the specifications shall be set out by the Bidder, clause by clause, with due justifications along with the offer, failing which the offer shall be deemed to conform to Tata Power specifications in all respects
- 11.1.13 Bidder to submit all relevant test certificates of the offered equipment for technical evaluation
- 11.1.14 Bidder to submit Cyber security related test certificates (from accredited Labs) of the offered equipment for technical evaluation.
- 11.1.15 Bidder to submit stamped detailed technical specifications.
- 11.2 **After Award of Contract**
 - The following documents shall be submitted for Tata Power approval during detailed engineering:
 - 11.2.1 Bidder to submit all datasheets, detailed GTP of the proposed BOM items during detailed engineering for the approval and finalization by Tata Power.
 - 11.2.2 Functional Design Specification document
 - 11.2.3 Step by Step test procedures for Factory Acceptance Test (FAT) and Site Acceptance Test (SAT)
 - 11.2.4 Interconnection cable Schedule (ICS) for Communication system (e.g. ICS for all field equipment, system).

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- 11.2.5 Hardware, Software and Application manuals for all the equipment supplied including that of third parties.
- 11.2.6 All Software Licenses (both own & third party), key for hardware locks.
- 11.2.7 Guaranteed technical parameters & guaranteed availability and reliability.
- 11.2.8 Calculation for power supply dimensioning.
- 11.2.9 Bill of Material listing equipment designation, make, type ratings, etc. of all the equipment's supplied.
- 11.2.10 Logic Diagram (Hardware & Software).
- 11.2.11 Operator's Manual.
- 11.2.12 Complete documentation of implemented architecture and integration between various elements.
- 11.2.13 Diagnostic and performance evaluation software and hardware tools.
- 11.2.14 Details of software (Operating systems, application software, engineering tools, communication systems management software, license details, I/O distribution protocol-wise etc.)
- 11.2.15 Final as built drawings of all implemented / commissioned communication systems as final documents in AutoCAD & PDF format.
- 11.2.16 Other documents as may be required / applicable during detailed engineering.
- 11.2.17 All drawings and data shall be annotated in English.

Bidder shall furnish six (6) hardcopies and 3 soft copies on reliable media of all drawings, manuals (Administration, Operation & Maintenance, Troubleshooting and Installation), Technical catalogues, Test Certificates and Acceptance Test Reports.

Two copies of the internal test report, FAT and SAT documents with test protocol formats shall be submitted for approval at least 4 weeks before Factory Acceptance Test. Two copies of SAT protocol shall be submitted for approval at least two weeks before Site Acceptance Test.

Bidder shall also furnish Original plus one copy of all System Software (OS, Application and tools) along with delivery. Bidder shall submit two copies of all the configuration, application, display, database backup of all equipment on reliable secondary media.

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12.0 ANNEXURES**Annexure - 1**

List of Preferred Vendor for Communication equipment

Sr. No.	Item Description	Preferred Make / Model
1	SAN storage system	HP, Dell, IBM, Hitachi Vantara, NetApp
2	SAN Switch	Cisco, Brocade
3	Server	HP/DELL
4	GPS Clock with remote display unit	Sertel / Masibus / SANDS/ Oscilloquartz
5	Firewall	Cisco/ Checkpoint/ Palo Alto/ Fortinet
6	Layer 3 Ethernet Switch	Cisco/ Juniper
7	Layer 2 Ethernet Switch	Cisco/Juniper/Hirschmann/Ruggedcom
8	Configuration Laptop	HP/DELL/Lenovo
9	LIU (Fiber Optic)	Raychem / AFS / 3M/Preston
10	I/O Boxes	CommScope
11	Armored UTP CAT6 Cable	Systimax / Tyco / Commscope
12	Armored Fiber Optic Cable	Finolex / KEC / Apar/ Aksh
13	Unarmored UTP Cable	Systimax / Tyco / CommScope
14	Patch Panel (RJ45)	Systimax / Tyco / CommScope
15	Fiber Optic Patch Chords	Raychem / Preston / Tyco
16	CAT6 UTP Patch Chords	Systimax / Tyco / CommScope
17	Fiber Optic Transceiver	CTC union /CISCO/ Allied Telesis / MOXA
18	Gateway / SAS Panel	Rittal
19	Network Panel	Valrack/President/WQ India
20	DC-DC Converter	Cossel / Phoenix / Paramount / PULS
21	Diode-Oring Unit	Paramount / Phoenix
22	VOIP based Telephone Exchange	Alcatel/ Avaya/Matrix
23	SDH multiplexer	HITACHI ENERGY/GE/ Tejas
24	Fiber optic termination box	Raychem/AFS/Commscope
25	Fiber optic joint boxes	Raychem/Commscope
26	Power Line Carrier Communication (PLCC)	HITACHI ENERGY/GE
27	Public address System	Ahuja/BOSCH

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	SAN Storage for OT Systems	

Annexure-2**Indicative BoM**

Sr. No.	Description	Quantity
1.	SAN storage system (150TB usable, RAID 6, SSD SAS drives)	1 set
2.	SAN switch (min. 10port FC 16Gbps)	3 sets
3.	FC HBA for existing servers	4 Nos.
4.	Immutable backup solution	1 set
5.	Communication accessories	1 lot

Services

Sr. No.	Item	Item Description	Qty
1	SAN storage system	Installation & Commissioning of SAN system	1 Lot (as per detailed engineering BOQ)
		(a) Installation, commissioning, performance testing and handing over of complete supplied systems. (b) End to end connectivity testing of deployed systems. (c) FAT and SAT to the purchaser's satisfaction and demonstration of system Response. (d) Fine-tuning of all functionalities of deployed systems as per customer satisfaction and best practices. (e) Preparation of ICS, Submission of As-built drawings. (f) O&M of deployed network.	

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

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

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

The documents including all reference document (s) and Annexures forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.

1. Price:

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

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

2. Taxes and Duties:

- 2.1 The Contract Price shall be inclusive of all taxes, duties, including but not limited to GST or any local taxes, levies imposed by State/Central/Local governments
- 2.2 Taxes as mentioned in the Contract Price or Price Schedule shall be paid to the contractor subject to the Contractor complying with all the statutory requirements and furnishing the relevant documents including error free invoices containing detailed break-up of the taxes
- 2.3 However the payment of GST or local levies shall be restricted to the total amount as indicated in the price schedule.
- 2.4 Any duties, levies or taxes not mentioned in Contract Price or Price Schedule but applicable as per any statute (s) shall be deemed to be

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

- 2.5 Any statutory variation in duties, levies or taxes if applicable and specified in this Contract till the scheduled date for supply of Goods and limited to direct invoices of the Contractor shall be to the account of Purchaser. The Contractor shall have the obligation to provide the necessary documentary evidence / supporting by way of gazetted notifications etc. to prove the change in such levies or taxes between the due date of submission of the Bid and the scheduled date of supply of goods to claim the difference.
- 2.6 The Contractor shall pass on to the Purchaser all the benefits of either reduction in tax rates, exemptions, concessions, rebate, set off, credits etc. or introduction of new tax rates exemptions, concessions, rebate, set off, credits etc. pertaining to all taxes, duties, imposts, fees and levies in respect of the supplies of Goods or performance of obligations under the contract. This would specifically include reduction of tax rates as a result of statutory changes or judicial rulings.
- 2.7 Any other taxes, levies and duties not mentioned in Contract Price or Price Schedule but applicable as per any statute (s) or introduction (omission) of new taxes, levies and duties shall be deemed to be included in the Contract Price and shall be to the account of the Contractor.
- 2.8 For facilitating availment of a credit, set-off, rebate, drawback or like benefit available to the Purchaser, the Contractor will facilitate the Purchaser by providing the necessary documentary and/or procedural support. In any process of assessment or re-assessment, of taxes payable by the Purchaser. Wherever expressly agreed the purchaser would provide the statutory form ‘C’ to the seller for availing the concessional rate of Central sales tax.
- 2.9 The Contractor shall bear and pay all the costs, liabilities, levies, interest, penalties in respect of non-compliances of any legal requirements as per various statutory provisions. The contractor shall keep the owner indemnified at all times from any tax liability, interest, penalties or assessments that may be imposed by the statutory authorities for non-compliances or non-observation of any statutory requirements by the Contractor.
- 2.10 Purchaser shall pay the invoices to the Vendor after necessary deductions as prescribed under the applicable law, income – tax or other

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

3 Packing details:

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

4 Transportation and Unloading at Site:

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

5 Insurance:

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

6 Payment Terms:

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

7 Bills and invoice:

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

- i) Furnish (electronically) and communicate to the Owner, the details of Goods or Services supplied by the 10th of the month succeeding the said tax period,
- ii) Upon discovery of any discrepancy, rectify it and shall pay the tax and interest thereof,
- iii) Furnish the returns (electronically), for the inward and outward supplies of

Goods and/or Services, before the specified dates as per the GST Law,
iv) Communicate the tax paid, credits etc. as and when credited.

v) The Invoice should clearly state the description of the goods, quantity, sale price, tax %, and tax amount;

vi) The Invoice should be signed by an Authorized Signatory.

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

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

8 Transfer of Title and risk:

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

- a. For delivery F.O.R. or F.O.T. despatch point: Transfer of property on handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to Purchaser. However, the risk of loss shall pass to the Purchaser on delivery of goods at the specified destination.
- b. In case the Material(s) are procured by the Vendor from sub-vendors on receipt of duly endorsed documents of title to the goods.

9 Contract Performance Bank Guarantee (In case applicable):

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

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

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

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

10 Price reduction:

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

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

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

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

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

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

11 Warranties:

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

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

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

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

12 Quality, Testing, inspection, installation:

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

12.2 Wherever a specific Quality Assurance Plan is provided with the Request for Quotation (RFQ) or agreed as part of the commercial/ technical discussions, the same shall be binding on the Vendor.

12.3 The material shall be inspected

- a. At consignee end by Purchaser.
- b. At factory premise of the Vendor/ sub-vendor by Purchaser or third party duly nominated by Purchaser. The Vendor shall extend all necessary co-operation to Purchaser/ third party inspector carrying out the inspection. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.

12.4 The Vendor will inform Purchaser at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/ its sub-Suppliers works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).

12.5 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy Purchaser that the Material(s) and the parts and components comply with the requirements of the Contract.

12.6 *All costs associated with the inspection shall be included in cost of Material(s).*

12.7 Original material test certificate/ performance test certificate/ fitment certificate/ test reports etc. relevant/ applicable as per the

specifications/ standards shall be dispatched along with the material supply failing which the material may be rejected.

13 Rejection:

13.1 Rejected goods shall be removed and replaced within 14 days of the date of communication of rejection.

13.2 Claim in respect of breakage/shortages in any cases shall be referred on the Vendor within ninety (90) days from the date of receipt of Goods by the Purchaser which shall be replaced/made good by the Vendor at his own cost. All risk of loss or damage to the material shall be upon the Vendor till it is delivered to the purchaser/consignee.

14 General Indemnity:

The Vendor shall indemnify and keep the Purchaser indemnified from and against any and all claims, costs, liabilities (financial), litigations, compensations, judgments, expenses or damages (including attorney's fees and other related expenses) arising out of any breach or alleged breach of any of the conditions of this Contract, performance of the obligations hereunder, or any representation or misrepresentation made by the Vendor or any third party with regard to the subject of this Contract.

15 Indemnity against IPR:

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

Indemnity shall be for losses, damages, and costs including litigation costs, attorney fees etc incurred by the Purchaser in relation to the Purchase Order.

16 Latent Defects Liability period (if applicable):

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

17 Force Majeure:

- 17.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this Contract the relative obligation of the party affected by such force majeure shall, after notice under this articles be suspended for the period during which such cause lasts. The term 'Force Majeure' as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fire, floods, and acts and regulations of the Government of India or State Government or any of the statutory agencies. Both the party shall pay to the other party, the amount payable upon the date of the occurrence of such force majeure.
- 17.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of the claims.
- 17.3 During the period, the obligations of the parties are suspended by force majeure, the contractor shall not be entitled to payment of any rate.
- 17.4 In the event of the force majeure conditions continuing or reasonably expected to continue for a period more than thirty (30) days, Purchaser shall have the option of terminating the contract by giving seven (7) days notice thereof to the contractor.

18 Variation:

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

19 Termination

- 19.1 The Contract shall be deemed to be terminated on completion of delivery of Material(s)
- 19.2 Termination of Default by Vendor:
Purchaser may terminate the contract at any time if the Vendor fails to carry out any of his obligations including timely delivery under this Contract. Prior to termination, the Vendor shall be advised in writing of the causes of unsatisfactory performance to be improved upon 15 days of the receipt of notice. In case, if the Vendor fails to bring about the improvement to the satisfaction of the Purchaser, then the order shall be terminated.
- 19.3 Without prejudice to the rights and remedies available to Purchaser, Purchaser may terminate the Contract or part thereof with immediate effect with written notice to the Vendor if,:
- 19.3.1 The Vendor becomes bankrupt or goes into liquidation.
- 19.3.2 The Vendor makes a general assignment for the benefit of creditors.
- 19.3.3 A receiver is appointed for any substantial property owned by the Vendor.
- 19.3.4 The Vendor has misrepresented to Purchaser, acting on which misrepresentation Purchaser has placed the Purchase Order on the Vendor.

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

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

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

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

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

20 Sub letting and assignment:

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

21 Dispute Resolution:

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

22 Governing laws

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

23 Jurisdiction

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

24 Limitation of Liability

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

25 Confidentiality:

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

event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use.

26 Consequential Damages:

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

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

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

28 Relation between parties:

The Purchase Order shall be entered into on a principal-to-principal basis only. The Purchase order shall not be construed as a partnership or an association of persons. There is no agent and principal relationship between the parties. Each party shall be responsible for its own conduct. The Vendor shall ensure at all times that all the work carried out under this contract either by its own person or through any of its sub-Vendors shall be always done under its own direct supervision.

29 Environment / ISO 14001 Certification:

The Vendor to confirm whether their organization is ISO 14001 certified. If not, the Vendor must certify that the handling, use and disposal of their product / by-products conform to practices consistent with sound environmental management and local statutes. The Vendor shall ensure that all the wastes are disposed in environmental friendly way with strict compliance to applicable laws including

adherence to MoEF guidelines with respect to disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc which shall be disposed through MoEF approved parties only. The Vendor shall also be responsible to collect and recycle all the e-waste generated at the end of the product life cycle at its own costs and risks as per the MoEF guidelines/ orders.

30 Tata Code of Conduct

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

31 Responsible Supply Chain Management:

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

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

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

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

The Owner recognizes that diversity in the workplace positively impacts business. The Owner is committed to help people from SC/ST background either by helping them to become entrepreneurs or by engaging workforce from SC/ST community under the contracts agreed herein. To encourage engaging SC/ST community, the owner may consider on the merit to incentivize the Contractor by paying additional 1% of the service contract portion if the number of SC/ST workforce engaged in the contract exceeds 30% of the total deployed strength and 2%, if the strength goes beyond 50%. While the Contractor will assist the workforce so engaged to become self-reliant in meeting the work expectation, the Owner may also volunteer its training resources to the extent possible to improve their employability. The Contractor shall maintain the proper documentation of such category of the workforce engaged and the owner may consider to pay the incentive after its verification.

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

32 Vendor rating

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

33 Vendor Feedback:

- 33.1 In this dealing Vendors feedback is important for the purchaser to improve its processes. If vendor have to report any grievance, problem or require any clarification, information, vendor is requested to contact purchaser at email ID: CC_CUSTOMERFEEDBACK@tatapower.com
- 33.2 Vendor is requested to ensure compliance to the terms of the individual orders with regards to timely delivery, provision of all applicable documents / challans / test certificate, quality of the material etc. Vendor performance with

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

34 Non-Waiver:

Failure of Purchaser or its representatives to insist upon adherence to any of the terms or conditions incorporated in the Contract or failure or delay to exercise any right or remedies herein or by law accruing, or failure to promptly notify the Vendor in the event of breach or the acceptance of or the payment of any Material(s) hereunder or approval of any design or Material(s) shall not release the Vendor and shall not be deemed a waiver of any right of Purchaser to insist upon the strict performance thereof or of any of its rights or remedies as to any such Material(s) regardless of when the Material(s) are shipped, received or accepted not shall any purported oral modification or revisions of the Contract by Purchaser or its representative(s) act as waiver of the terms hereof.

35 Repeat Order:

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

36 Severability

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

ESG FRAMEWORK FOR BUSINESS ASSOCIATES

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

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

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

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

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

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

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

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

Responsible Supply Chain Management:

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

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

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

The BA is expected to:

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

Waste Disposal:

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

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

Water Management:

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

Compliance to Law:

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

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

Social Accountability (SA 8000):

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

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

Health and Safety

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

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

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

Grievance Mechanism

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

Data Protection

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

ANNEXURE-I



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

Signature

Business Associate Name

ANNEXURE-II

CORPORATE SUSTAINABILITY POLICY

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

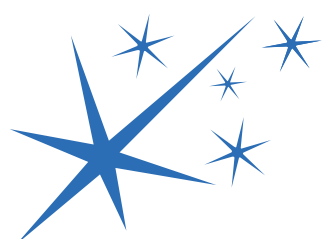
- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



Supplier Code of Conduct

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

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

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

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

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

Do’s

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

Don’ts

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

Reporting Violations

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

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

CYBERSECURITY COMPLIANCE

The Vendor unconditionally undertakes, for the entirety of the contract term and the warranty / support period, to comply with the cybersecurity obligations set out below. Acceptance of this clause is a condition precedent to award; non-compliance constitutes a material breach.

1. Universal Obligations — applicable to all Vendors and all supplies

- (a)** ISO/IEC 27001:2022 certification covering the supply scope is maintained current; where the supply includes vendor develop software, firmware, or a vendor operated software solution, an independent third-party VAPT of the offered solution has been conducted within the last 12 months (this VAPT requirement does not apply to distributors reselling OEM hardware such as laptops, switches, routers, and similar IT/OT and networking equipment's).
- (b)** No private Wi-Fi, personal hotspots, 4G/5G modems, unmanaged switches, or unauthorised broadband shall be deployed at Tata Power sites. All remote access shall be conducted exclusively through Tata Power's approved Secure Remote Access (SRA) solution and processes defined.
- (c)** MFA is enforced for privileged and remote access; integration with enterprise IAM (SAML 2.0 / AD / LDAP) is supported; RBAC under least privilege is applied; dedicated named accounts are used (no shared Vendor credentials); hardcoded or default credentials are prohibited in production; data is encrypted at rest using AES-256 (or equivalent) and in transit using TLS 1.2 or higher, with SSL / TLS 1.0 / 1.1 disabled.
- (d)** All operational, configuration, and diagnostic data remains the sole property of Tata Power; the supplied solution contains no hidden telemetry, backdoors, undisclosed data collection, or background cloud synchronisation.
- (e)** For IT solutions and applications, security patches shall be provided within: Critical (CVSS $\geq$ 9.0) 15 days; High (7.0–8.9) 30 days; Medium (4.0–6.9) 60 days; Low ($<$ 4.0) 90 days. For OT solutions, security patches for vulnerabilities with a CVSS score above 8.0 shall be provided to Tata Power as and when released by the OEM / Vendor, after due testing in a representative environment to prevent operational instability. Zero-Day interim mitigation is issued within 24–48 hours of internal discovery. Not less than 12 months' written notice of any EOL / EOS milestone shall be given.
- (f)** Tata Power shall be notified of any confirmed or suspected security breach within 4 hours of discovery, with full cooperation for CERT-In's 6-hour mandate.

2. Conditional Obligations — applicable where the supply category applies

- (a)** IT Software / Firmware (where the supply includes Vendor-developed software or firmware): A documented SSDLC with SAST, DAST, and SCA gates is operated; a machine-readable SBOM is delivered identifying all components, versions, licences, and known CVEs at delivery.

- (b) IT Hardware & Endpoints** (servers, workstations, laptops, network equipment): EDR / AV with 3 years of free updates is bundled, or formal compatibility with Tata Power's chosen EDR / AV with central manager is declared; Windows endpoints are hardened to CIS Benchmark Level 1; BIOS / UEFI password protection is enabled; boot-from-external-media is disabled; USB ports are lockable; unused ports, services, and default accounts are disabled and documented; shipments arrive in tamper-evident packaging.
- (c) Operational Technology / ICS** (PLCs, RTUs, IEDs, SCADA, EMS, DCS, HMIs, OT firewalls, MES, SIS, engineering workstations and OT endpoints/computers): IEC 62443-4-1 and 4-2 compliance is held or independently assessed; architecture aligns with the Purdue Model with a Communication Matrix; MES-to-OT exchanges traverse approved OT firewalls (no direct IT-to-Level 1 / 2 connectivity); Secure Boot with cryptographic firmware validation; offline patching via removable media or local update server (no internet dependency); SIS is physically and logically segregated from BPCS (no shared credentials, networks, or power); secure industrial protocols supported (DNP3 SAv5, IEC 61850 with TLS, OPC-UA SignAndEncrypt) — Telnet, FTP, SNMP v1 / v2c, unencrypted HTTP, rsh, rlogin are not used on any OT segment; application whitelisting enabled on HMIs by default; all OT project files (PLC / DCS / RTU programs, HMI projects, SCADA exports, IEC 61850 SCL / CID / SCD files, network device configs, SIS files) are delivered in native and vendor-agnostic formats at handover and refreshed after every configuration change. Cybersecurity compliance during FAT and SAT is a condition of acceptance; non-conformance entitles Tata Power to reject equipment without commercial impact, with any re-FAT / re-SAT at Vendor's cost.
- (d) Cloud / SaaS** (solutions hosted outside Tata Power's infrastructure): A current SOC 2 Type II report or ISO 27017 / 27018 certification covers the offered service; all data processing, storage, and transmission occurs exclusively within India unless explicitly approved in writing by the Tata Power CISO and Legal teams.
- (e) Personal Data Processing** (any solution processing personal data on behalf of Tata Power, regardless of hosting model): The Digital Personal Data Protection Act, 2023 is complied with; a Data Processing Agreement defining data categories, retention, deletion, sub-processor disclosure, and the Vendor's processor role shall be executed prior to go-live.

3. Remedies, Indemnity, and Survival

- (a)** Any false, misleading, or materially incomplete declaration, or any material non-compliance with this clause, shall entitle Tata Power to: (i) disqualify the bid; (ii) terminate any awarded contract for material breach; (iii) forfeit bid security and performance guarantees; (iv) blacklist the Vendor for a period determined by Tata Power; and (v) pursue such other legal recourse, civil or criminal, as may be available.
- (b)** The Vendor shall indemnify Tata Power against losses, penalties, damages, regulatory fines, and reasonable legal costs arising from a security breach attributable to the Vendor's negligence or non-compliance with this clause.
- (c)** Sub-clauses 1(d), 1(f), 2(d), and 2(e) shall survive expiry or termination of the contract for the period during which Tata Power data remains in the Vendor's custody, or any obligation remains capable of giving rise to a cause of action, whichever is longer.

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 statutes: (along with the latest amendments/additions, as applicable):

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

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

4. Owner's Obligation:

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

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

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

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

6. Title of Property:

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

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

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

7. Work Completion schedule:

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

8. Contract Price and Payment:

- 8.1 The Contract Price shall be a firm & fixed Contract Value for the Work inclusive of all the taxes, levies & duties and shall remain firm till the validity of this contract.
- 8.2 Unless Specifically stated elsewhere in the contract, the Contractor is solely liable for payment of , and warrants that it will pay, or ensure the payment of all taxes imposed, assessment made in relation to the Work.
- 8.3 An amount as stated in the table below shall be retained towards Contractor's safety performance against every RA bill:

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

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

- 8.4 For Contract Price Rs. 1 crores or above and Contract Completion Schedule 12 months or more, the above safety retention will be released half yearly against the Safety Performance Score (methodology for evaluation enumerated in the Safety Terms & Conditions attached as Appendix to this General Terms & Condition) which will be evaluated by the Order Manager every month. For all other contracts, the above said safety retention shall be released along with the final settlement only at the end of the contract period.
- 8.5 The Owner shall have the right to stop any work which in its opinion is not meeting the safety standards/ guidelines of the Owner and good engineering practice. The Contractor shall not be eligible for and shall not be granted any extension in Completion Schedule due to such stoppage of work by the Owner.
- 8.6 The above retention towards safety shall not absolve the Contractor of its liabilities including statutory liabilities towards safety violations, injury or death (whether by accident or otherwise). An amount between Rs. 5 to 50 lakhs as deemed appropriate by Owner's appointed Committee for incident investigation and/ or as determined by statutory authorities (whichever higher), will be payable by the Contractor in case of such severe incidents of injury leading to loss of property or partial/ permanent disablement (e.g. loss of limb/s, vision etc.) or death.
- 8.7 Notwithstanding anything else stated in the Contract, the 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 statutes, rules & regulations by the use of or sale of any article or material supplied by the Contractor. The indemnity shall include any infringement of patent, trade mark, design, copyright or other property rights whether in Country of Origin, or elsewhere resulting from the Contractor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by the Contractor to the Owner under the Contract. The Indemnity shall cover any claim/action taken by a third party either directly against the Owner or any claim/action made against the Contractor & where under the Purchaser is made liable. The Indemnity shall be for losses, damages, and costs including litigation costs, attorney fees etc incurred by the Owner in relation to the Contract.

15. Free Issue Material:

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

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

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

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

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

16. Relation between parties:

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

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

17. Safety:

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

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

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

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

18. Suspension of Work

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

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

19. Change Management:

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

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

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

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

20. Governing Laws

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

21. Jurisdiction

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

22. Dispute settlement:

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

23. Force majeure:

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

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

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

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

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

24. Sub letting and Assignment

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

25. Limitation of Liability:

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

26. Confidentiality:

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

27. Termination:

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

28. Consequential Damages:

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

29. Environment / ISO 14001 Certification:

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

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

30. Non-Exclusive Agreement

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

31. Severability

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

32. Housekeeping & Removal of scrap:

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

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

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

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

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

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

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

33. Tata Code of Conduct

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

34. Responsible Supply Chain Management:

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

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

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

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

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

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

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

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.

35. Vendor rating:

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

36. Vendor Feedback:

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

CC_CUSTOMERFEEDBACK@tatapower.com

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

37. Non-Waiver:

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

ESG FRAMEWORK FOR BUSINESS ASSOCIATES

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

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

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

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

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

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

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

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

Responsible Supply Chain Management:

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

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

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

The BA is expected to:

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

Waste Disposal:

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

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

Water Management:

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

Compliance to Law:

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

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

Social Accountability (SA 8000):

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

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

Health and Safety

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

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

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

Grievance Mechanism

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

Data Protection

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

ANNEXURE-I



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

Signature

Business Associate Name

ANNEXURE-II

CORPORATE SUSTAINABILITY POLICY

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

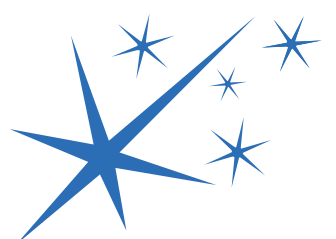
- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



Supplier Code of Conduct

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

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

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

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

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

Do’s

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

Don’ts

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

Reporting Violations

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

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

CYBERSECURITY COMPLIANCE

The Vendor unconditionally undertakes, for the entirety of the contract term and the warranty / support period, to comply with the cybersecurity obligations set out below. Acceptance of this clause is a condition precedent to award; non-compliance constitutes a material breach.

1. Universal Obligations — applicable to all Vendors and all supplies

- (a)** ISO/IEC 27001:2022 certification covering the supply scope is maintained current; where the supply includes vendor develop software, firmware, or a vendor operated software solution, an independent third-party VAPT of the offered solution has been conducted within the last 12 months (this VAPT requirement does not apply to distributors reselling OEM hardware such as laptops, switches, routers, and similar IT/OT and networking equipment's).
- (b)** No private Wi-Fi, personal hotspots, 4G/5G modems, unmanaged switches, or unauthorised broadband shall be deployed at Tata Power sites. All remote access shall be conducted exclusively through Tata Power's approved Secure Remote Access (SRA) solution and processes defined.
- (c)** MFA is enforced for privileged and remote access; integration with enterprise IAM (SAML 2.0 / AD / LDAP) is supported; RBAC under least privilege is applied; dedicated named accounts are used (no shared Vendor credentials); hardcoded or default credentials are prohibited in production; data is encrypted at rest using AES-256 (or equivalent) and in transit using TLS 1.2 or higher, with SSL / TLS 1.0 / 1.1 disabled.
- (d)** All operational, configuration, and diagnostic data remains the sole property of Tata Power; the supplied solution contains no hidden telemetry, backdoors, undisclosed data collection, or background cloud synchronisation.
- (e)** For IT solutions and applications, security patches shall be provided within: Critical (CVSS $\geq$ 9.0) 15 days; High (7.0–8.9) 30 days; Medium (4.0–6.9) 60 days; Low ($<$ 4.0) 90 days. For OT solutions, security patches for vulnerabilities with a CVSS score above 8.0 shall be provided to Tata Power as and when released by the OEM / Vendor, after due testing in a representative environment to prevent operational instability. Zero-Day interim mitigation is issued within 24–48 hours of internal discovery. Not less than 12 months' written notice of any EOL / EOS milestone shall be given.
- (f)** Tata Power shall be notified of any confirmed or suspected security breach within 4 hours of discovery, with full cooperation for CERT-In's 6-hour mandate.

2. Conditional Obligations — applicable where the supply category applies

- (a)** IT Software / Firmware (where the supply includes Vendor-developed software or firmware): A documented SSDLC with SAST, DAST, and SCA gates is operated; a machine-readable SBOM is delivered identifying all components, versions, licences, and known CVEs at delivery.

- (b) IT Hardware & Endpoints** (servers, workstations, laptops, network equipment): EDR / AV with 3 years of free updates is bundled, or formal compatibility with Tata Power's chosen EDR / AV with central manager is declared; Windows endpoints are hardened to CIS Benchmark Level 1; BIOS / UEFI password protection is enabled; boot-from-external-media is disabled; USB ports are lockable; unused ports, services, and default accounts are disabled and documented; shipments arrive in tamper-evident packaging.
- (c) Operational Technology / ICS** (PLCs, RTUs, IEDs, SCADA, EMS, DCS, HMIs, OT firewalls, MES, SIS, engineering workstations and OT endpoints/computers): IEC 62443-4-1 and 4-2 compliance is held or independently assessed; architecture aligns with the Purdue Model with a Communication Matrix; MES-to-OT exchanges traverse approved OT firewalls (no direct IT-to-Level 1 / 2 connectivity); Secure Boot with cryptographic firmware validation; offline patching via removable media or local update server (no internet dependency); SIS is physically and logically segregated from BPCS (no shared credentials, networks, or power); secure industrial protocols supported (DNP3 SAv5, IEC 61850 with TLS, OPC-UA SignAndEncrypt) — Telnet, FTP, SNMP v1 / v2c, unencrypted HTTP, rsh, rlogin are not used on any OT segment; application whitelisting enabled on HMIs by default; all OT project files (PLC / DCS / RTU programs, HMI projects, SCADA exports, IEC 61850 SCL / CID / SCD files, network device configs, SIS files) are delivered in native and vendor-agnostic formats at handover and refreshed after every configuration change. Cybersecurity compliance during FAT and SAT is a condition of acceptance; non-conformance entitles Tata Power to reject equipment without commercial impact, with any re-FAT / re-SAT at Vendor's cost.
- (d) Cloud / SaaS** (solutions hosted outside Tata Power's infrastructure): A current SOC 2 Type II report or ISO 27017 / 27018 certification covers the offered service; all data processing, storage, and transmission occurs exclusively within India unless explicitly approved in writing by the Tata Power CISO and Legal teams.
- (e) Personal Data Processing** (any solution processing personal data on behalf of Tata Power, regardless of hosting model): The Digital Personal Data Protection Act, 2023 is complied with; a Data Processing Agreement defining data categories, retention, deletion, sub-processor disclosure, and the Vendor's processor role shall be executed prior to go-live.

3. Remedies, Indemnity, and Survival

- (a)** Any false, misleading, or materially incomplete declaration, or any material non-compliance with this clause, shall entitle Tata Power to: (i) disqualify the bid; (ii) terminate any awarded contract for material breach; (iii) forfeit bid security and performance guarantees; (iv) blacklist the Vendor for a period determined by Tata Power; and (v) pursue such other legal recourse, civil or criminal, as may be available.
- (b)** The Vendor shall indemnify Tata Power against losses, penalties, damages, regulatory fines, and reasonable legal costs arising from a security breach attributable to the Vendor's negligence or non-compliance with this clause.
- (c)** Sub-clauses 1(d), 1(f), 2(d), and 2(e) shall survive expiry or termination of the contract for the period during which Tata Power data remains in the Vendor's custody, or any obligation remains capable of giving rise to a cause of action, whichever is longer.