OWNER:

THE TATA POWER COMPANY LIMITED

TITLE OF WORK TO BE AWARDED:

FAÇADE WORKS FOR SECURITY COMPLEX AND RENOVATION OF SECURITY CHECK-IN ZONE AT TROMBAY THERMAL POWER STATION, CHEMBUR, MUMBAI

ENQUIRY REFERENCE NO.: CC27PMR016

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR

FAÇADE WORKS FOR SECURITY COMPLEX AND RENOVATION OF SECURITY CHECK-IN ZONE AT TROMBAY THERMAL POWER STATION, CHEMBUR, MUMBAI

Enquiry reference no.: CC27PMR016
Title of Work: Façade Works for Security Complex and Renovation of Security Check-In Zone at Trombay Thermal Power Station, Chembur, Mumbai
Type of Bidding: E-tendering (through Ariba online portal) / Two Part (Technical and Price bids under separate envelopes)
Contact Details: All communication including EOI submission shall be addressed to following officer/s: Mr. Prasad Redij Email: prasad.redij@tatapower.com Copy of all communications shall be marked to (Cc): Ms. Yogita Waman Email: yogita.waman@tatapower.com Mr. P Ramrayka Email: p.ramrayka@tatapower.com

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

Table 1

Package Description	Tender Fee	Bid Security	Estimated package value (Package has 2 separate lots- Lot 1&2)	Last date and time for Payment of Tender Participation Fee	Last date and time for bid submission
Façade Works for Security Complex and Renovation of Security Check-In Zone at Trombay Thermal Power Station, Chembur, Mumbai	INR 2000/- (INR Two Thousand Only) *To be submitted along with EOI.*	INR 2,00,000 (INR Two Lakhs only). *Bid Security to be submitted as a Guarantee/ DD/ NEFT at the BID stage (and not with EOI)*	**Lot 1-** INR 40 Lakhs (INR Forty Lakhs) approx. **Lot 2-** INR 1.75 Crores (INR One Crore and Seventy Five Lakhs)approx.	7th November 2026, CoB.	16th November 2026, 1700 Hrs Any changes/ extensions shall be intimated through Ariba online portal to vendors who have purchased the tender.

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

1. INTRODUCTION:

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

The tendering/ procurement activities for this Package are being managed from Tata Power's following office

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

2. SCOPE OF WORK:

Brief scope of work for each Lot is as follows:

Lot 1:- Renovation of Security Check-In zone, Trombay- Scope includes enhancing the external look of Security check in counters at Trombay Thermal Generating Plant comprising dismantling of existing infrastructure, masonry works, tiling works, doors & windows works, false ceiling works, electrical works, carpentry works, plumbing, plastering & painting, cladding & glass glazing, landscape development, etc.

Lot 2:- Façade works for Security Complex, Trombay- Scope includes enhancing the external look of Security Complex (Round Building) at Trombay Thermal Generating Plant comprising dismantling of existing infrastructure, repairs to existing façade, façade works (cladding & glass glazing) & associated civil works including scaffolding, repair / diversion of pipelines, wall panelling woks, tiling works, false ceiling works, electrical works, carpentry works, waterproofing works, masonry, plastering & painting, structural fabrication works, providing & fixing Tata Power Logo & other beautification works, etc.

Detailed Scope of Work and BOQ/ Price schedule is attached as Volume F & I in this NIT document, respectively.

3. TENDER FEE & TIMELINES:

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

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

- Mails shall be addressed to (To): prasad.redij@tatapower.com

- Must mark copy to (cc): yogita.waman@tatapower.com; p.ramrayka@tatapower.com

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

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

Table 2

Details for payment of Tender Fee:	
Bank details for submitting Tender fees through bank transfer / NEFT:	Beneficiary Name: The Tata Power Company Limited Bank Name: HDFC Bank A/c no: 00600110000763 IFS Code: HDFC0000060 A/c type: CC Branch Name & Address: HDFC Bank, Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023
Deadline for tender fee payment and submission of EOI:	**7th November 2026, CoB.**
Deadline for submission of bid in ARIBA and EMD:	**16th November 2026, 1700 HRS** Any changes/ extensions shall be intimated through Ariba online portal to vendors who have purchased the tender.

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

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

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

4. BIDDER PRE-QUALIFICATION REQUIREMENTS:

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

4.1 TECHNICAL REQUIREMENT:

4.1.1 Bidder should have minimum 5 (Five) years of experience in Civil and Infrastructure Works in Industrial Setup (**Attach Certificates / related supporting documents).**

4.1.2 Bidder should have successfully executed (including material supply) following Civil and Infrastructure Works quantities (cumulative) in last 3 (Three) years:

- **ACP cladding work-** 800 Square Meter
- **Glazing work-** 300 Square Meter

(Attach Purchase order copy, Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Companies along with their references)

4.1.3 Bidder / Tenderer should preferably have ISO 9001, ISO 14001 and OHSAS 18001/ ISO 45001 certification or must give an undertaking for its willingness to obtain the same within 2 months of qualification for the work.

4.2 FINANCIAL REQUIREMENT:

4.2.1 Bidder / Tenderer should have minimum Average Annual Turn-over of Rs. 2.5 Crores (Indian Rupees Two Crores and Fifty Lakhs only) in the preceding 3 years. **(Attach Certificates from Chartered Accountant in this regard)**

It may be noted that the above requirements are minimum qualification criteria. However, Tata Power reserves its right to further assess the capabilities of the parties and reserves its rights to further shortlist, accept or reject any party without assigning any reason. The tender may be split in more than one parties at the discretion of Owner.

5. BID SECURITY / EMD:

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

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

6. BIDDING PROCESS:

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

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

CONTENTS OF THE ENQUIRY

Following Documents Form Part of Tender Enquiry:

A. Tender notice including Instruction to Bidders (This document)
B. Format for Submission of Bank Guarantee for EMD/ Bid security
C. Agreed Terms and Conditions
D. Format for Pre bid queries/ deviations
E. Techno-Commercial Pre-Qualification Requirement
F. Price Schedule
G. Safety bid document
H. Special Conditions of Contract
I. General Conditions of Contract-Civil-R2
J. Tata Power Policies
   - J.1 Safety Terms and Condition- R6
   - J.2 Environment Policy
   - J.3 Health and Safety Policy
   - J.4 Sustainability Policy with ESG framework for BA.
   - J.5 TCOC
   - J.6 Guidelines of CERC
   - J.7 Vendor Declaration Compliances
   - J.9 Supplier Code of Conduct
   - J.10 Cybersecurity Compliances

The Tata Power Company Limited (TPCL) invites bid for "**Façade Works for Security Complex and Renovation of Security Check-In Zone at Trombay Thermal Power Station, Chembur, Mumbai."**

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

12.1. **<u>Volume – I</u>**

13. A-Instruction to bidders (ITB), B- Special Conditions of Contract, C- General Terms and Conditions – Civil, D1-Environment- D2-Health & Safety D3-Sustainability, D4-Safety terms & Conditions, D5-Tata Code Of Conduct, E-Agreed terms and Conditions (ATC), F- Format for submission of deviations.

12.2 **<u>Volume – II</u>**

A- Unpriced BoQ

14. Submission of Offer

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

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

15. Kindly, note that the Technical Bid shall contain Volume I- **B,D** and Volume II-**A** has to be signed and stamped. Volume I- **E,F** to be duly filled, signed & stamped. Above mentioned documents to be submitted with all the supporting document as per Pre-Qualification Requirements (PQR)**.**

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

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

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

19. Bidders are advised to submit their bid well in time.

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

21. Engineer Details for technical queries/ site visit:-
Mr. Ashish Pandey (Mobile: 9029008159, Email ID- ashish.pandey@tatapower.com

Last date for Pre-bid queries	11.11.2026
Pre - bid clarification meeting & site visit	To be decided
Due date and time for submission of bids & Bid Security	16.11.2026 till 5PM
Bid Security (EMD)	Rs. 2,00,000/-

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

22. Bid Security / Bid Security Validity:

20.1. Bidder shall furnish a Bid Security along with the Bid, in the form of *a Bank Guarantee or through RTGS or Demand Draft,* for an amount of INR 2,00,000/- with expiry date at least 45 days beyond the expiry of Bid Validity. In case of bid security Bank Guarantee, validity shall be of minimum 225 days from the Bid Submission Date and having a claim period of six months beyond the expiry date

20.2. Owner may request for extension of Bid Validity at its convenience till the award of contract to the successful Bidder and accordingly, Bidder shall extend the Bid Security Validity along with the Bid Validity such that the Bid Security is valid for at least 45 days beyond the Bid Validity date. In case Bidder do not accept Owner's request of extension to Bid Validity or Bidder fails to suitably extend the Bid Security Validity date in line with the above requirement before the expiry date, the Bid shall thereon be treated as invalid and not evaluated further.

20.3. Subsequent to post-bid discussions/clarifications and in response to Owner's request for any revised Price Bid/s thereon, any revised Price Bid submitted by the Bidder shall thereon have the same Bid Validity of 180 days from the Bid Submission Date of such revised Price Bids and Bidder shall have to extend the Bid Security Validity accordingly for minimum 225 days from such revised Bid Submission Date failing which the Bid shall be rejected.

20.4. Bids not accompanied by an acceptable Bid Security/ EMD shall be summarily rejected by the Owner as being non-responsive and not evaluated further. Bid Security of the unsuccessful bidder will be returned at the end of the Bid Validity. Bid Security of successful Bidder shall be returned on submission of Contract Performance Security cum Warranty Bank Guarantee (CPBG) and due acceptance of the same by Owner. Successful Bidder must therefore submit CPBG well in advance prior to the expiry of the Bid Security failing which Owner shall be within his rights to revoke the Bid Security. Wherever CPBG is not applicable, the Bid Security of successful Bidder shall be retained as Contract Security till work completion.

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

23. Evaluation Criteria:

23.1. The bids will be evaluated technically on the compliance to tender terms and conditions, scope compliance etc.

23.2. The bids will be evaluated commercially on lowest total contract price basis for each Lot as per Price Schedule:
Lot 1:- Renovation of Security Check-In zone, Trombay Thermal Power Station.
Lot 2:- Façade works for Security Complex, Trombay Thermal Power Station.
Hence, all bidders are advised to quote their most competitive offer for both Lots.

23.3. Both Lots may be awarded to same or different bidder based on techno-commercial evaluation at the sole discretion of the Owner.

24. Bid Opening & Evaluation Process:

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

24.2. **Technical Bid Opening:**

Technical Bid of all valid Bids shall be opened simultaneously.

24.3. **Preliminary Examination of Bids/ Responsiveness:**

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

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

Prior to the detailed evaluation, TPCL will determine the substantial responsiveness of each Bid to the Bidding Documents including capability of providing the Goods/Services and acceptable quality of the Goods / Services

offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

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

24.4. **Techno Commercial Clarifications:**

Bidders need to ensure that the bids submitted by them are complete in all respects to assist in the examination, evaluation and comparison of Bids, TPCL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCL specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing only. Where applicable, Safety Bid shall also be evaluated along with technical bid for the qualification of Bidders against their safety systems & practices and past safety records.

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

25. Reverse Auctions:
TPCL reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on its e-sourcing portal. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case TPCL decides to go for RA.
Only those Bidder who are techno-commercially qualified & have submitted valid Price Bids shall be eligible to participate further in RA process. However, H1 Bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.

FORMAT OF EMD – Bid Guarantee BG

Note: a) Format shall be followed in toto
b) Claim period of six months must be kept. In case of Bank is not ready to give BG for six months and claim period of six months EMD BG valid of one year to be given
c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank's letter head.

The Tata Power Co Ltd
34,Sant Tukaram Road
Carnac Bunder,
Mumbai 400 009

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

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

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

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

(a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.

(b) That this guarantee shall not be revoked during its currency without your written express consent.

(c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.

(d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.

(e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

(f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till ____Days (__days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.

(g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

(h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs._____/-(Rupees _____only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.

(i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**

Notwithstanding anything contained hereinabove :

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

VOLUME ID

AGREED TERMS & CONDITIONS (ATC)

Bidder's Name: M/s. _____

RFQ ref. No. _____

Enquiry Description: _____

Bidder's Offer Ref.: _____

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

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

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

Bidder's Authorised Signatory
Name:

TATA
TATA POWER

Tata Power Company Limited

Package Name:

Technical Specification No:

Bidder's Name:

Subject: Technical Deviation sheet by Bidder

Sl.No	Page No	Reference Clause no.	Technical Particulars/Description as per Technical Specification	Comments / Deviation with respect to technical specification by Bidder Dated:	Comments/ Clarifications by Tata Power Dated:

Tata Power Company Limited

Package Name:

Technical Specification No:

Bidder's Name:

Subject: Commercial Deviation sheet by Bidder

Sl.No	Page No	Reference Clause no.	Description as per Commercial documents	Comments / Deviation with respect to Commercial TnC's Dated:	Comments/ Clarifications by Tata Power Dated:

PRE-QUALIFICATION REQUIREMENT (PQR)

TECHNICAL REQUIREMENT:

1. Bidder should have minimum 5 (Five) years of experience in Civil and Infrastructure Works in Industrial Setup (**Attach Certificates / related supporting documents).**

2. Bidder should have successfully executed (including material supply) following Civil and Infrastructure Works quantities (cumulative) in last 3 (Three) years:

   - **ACP cladding work-** 800 Square Meter
   - **Glazing work-** 300 Square Meter

   (Attach Purchase order copy, Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Companies along with their references)

3. Bidder / Tenderer should preferably have ISO 9001, ISO 14001 and OHSAS 18001/ ISO 45001 certification or must give an undertaking for its willingness to obtain the same within 2 months of qualification for the work.

FINANCIAL REQUIREMENT:

1. Bidder / Tenderer should have minimum Average Annual Turn-over of Rs. 2.5 Crores (Indian Rupees Two Crores and Fifty Lakhs only) in the preceding 3 years. **(Attach Certificates from Chartered Accountant in this regard)**

It may be noted that the above requirements are minimum qualification criteria. However, Tata Power reserves its right to further assess the capabilities of the parties and reserves its rights to further shortlist, accept or reject any party without assigning any reason. The tender may be split in more than one parties at the discretion of Owner.

Price Bid Schedule for LOT 1- Renovation of Security Check-In Zone, Trombay Thermal Power Station (Tender ref: CC27PMR016)						
Sr. No.	Service Code	Item Description	Unit of Measurement	QTY	Unit Rate (INR)	Total Amount (INR)
A		DEMOLITION/ REMOVAL				
1	4311091	**Breaking and removal of old tile/ dado/ skirting, including Plaster**, breaking of all the stated works including cutting of reinforcement in Rcc structures, maintaining housekeeping, disposal of debris within 100 m using Pneumatic equipments etc, and have to return all usable item back to tata power stores by preparing rfw complete including transportation and disposal of material & to complete the work in all respects & as per instructions of engineer in charge."	SQM	58.00		
2	4207285	**Demolishing PCC** Providing all necessary toola tackels servises etc for Demolishing PCC road or any other surface where required and disposing of the debris to the approved dumpting ground of MCGM etc complete as per specifications and as directed by the Engineer.	CUM	14.00		
3	4273965	**Demolishing of all type(any material) of Partition(external/internal)** providing all tools and tackles for demolishing of existing partition including its supports and framings at all heights along with necessary scaffolding/platform arrangement, disposing of the debris at approved municipal corporation area, transportation lifting shifting etc complete as directed. carefully storing reusable material at designated location within project premises,as per direction of site engineer	SQM	28.00		
4	4270256	**Dismantling of glass partition** , breaking of all type of Stated works including cutting of reinforcement in rcc structures, maintaining housekeeping of work area, disposal of debris within 100 m using pneumatic equipments etc, have to return all usable item back to tata power's stores by preparing rfw complete including transportation and disposal of material & to complete the work in all respects & as per instructions of engineer in charge.	SQM	19.00		
5	4143743	**Demolishing Brick masonary** Demolishing Brick masonary of variable thickness with plaster and disposing off the debris to the approved dumpting ground of MCGM etc complete as per specifications and as directed by the Engineer..	CUM	8.00		
6	4244999	**Providing all tools and tackles for dismantling of exising wall panelling** including its supports and framings at all heights along with necessary scaffolding/platform arrangement, disposing of the debrise at approved municipal corporation area, transportation lifting shifting etc complete as directed. Carefully storing reusable material at designated location within project premises,as per direction of site engineer.	SQM	4.00		
7	4279441	**Removal of existing tile/flooring** Demolishing flooring of variable type and thickness and disposing off the debris to the approved dumping ground of Local authority etc complete as per specifications and as directed by the Engineer.	SQM	68.00		
8	4270252	**Removal of existing furniture** Providing Services for dismantling and shifting of office furniture items viz: chairs,podium, Stoarge cabinets etc. and other miscellaneous furniture and artefacts to empty out entire area from office floor and return to tata power store within premises in good condition. It shall include all the tools, tackles, labour arrangement etc. to complete the job as directed by EIC	LS	2.00		
9	**4320376**	**Demolition of Existing Roof Including Supporting Structure** Carefully demolishing and removing existing roof system including roofing sheets/slabs, waterproofing layers, purlins, trusses, rafters, beams, columns, bracings, supporting steel/MS structures, fixtures, fasteners, flashings, gutters, and all associated components complete as directed by the Engineer-in-Charge. The work shall include cutting, dismantling, lowering, handling, stacking of salvageable materials, disposal of unserviceable debris to approved dumping location, and protection of adjoining structures, services, and finishes during execution. The contractor shall provide all necessary scaffolding, temporary supports, safety barriers, PPE, tools & tackles, labour, and equipment required for safe demolition. The scope shall also include making good disturbed areas and clearing the site on completion, complete in all respects as per approved methodology and directions of the Engineer-in-Charge.	SQM	70.00		
10	4304432	**Dismantling and Removal of Existing Electrical Fixtures and Services** Carefully dismantling and removing existing electrical fixtures and services including lighting fixtures, ceiling fans, exhaust fans, split/window AC units, switchboards, sockets, conduits, wiring, cabling, raceways, junction boxes, electrical accessories, and all associated fittings complete, without damaging the existing structure or adjoining finishes along wi th necessary scaffolding/platform arrangement and return to stores in good condition. . The work shall include safe isolation of electrical supply, disconnection, removal of supports, brackets, fasteners, and accessories, handling, lowering, stacking of reusable materials as directed, disposal of unserviceable materials/debris to approved location, making good disturbed surfaces, and providing all labour, tools & tackles, scaffolding, safety arrangements, and incidental works required for complete execution as per directions of the Engineer-in-Charge.	LS	2.00		
11	4320377	Carefull removal , packing and shifting of existing security equipments such as metal detectors, turnstyle, baggage scanner .	LS	1.00		
12	4304430	**Careful Removal of all type of Door** Careful Removal of all types of door including frame all hardware and accessories such as hinges door handle lock door closer etc . all complete including stacking of serviceable materials to any distance at scrap yard with in compound and disposal of unserviceabl e material to out side of building to the designated place within a lead of 1 km as per direction of Engineer-in-charge.	SQM	11.00		
13	4207311	**Removal of railing** Dismanteling of existing railing and hand rail at all levels including stacking and listing of serviceable materials to any distance at scrap yard with in compound or as directed by engneer-in-charge and disposal of unserviceable material to out side of building to the designated place within all leads as per direction of Engineer-in-charge stacking spreading and backfilling etc.	M	15.00		
				TOTAL (A)		
B		CIVIL WORKS				
1	4320378	**Raising plinth by 300 mm(including steps)**	SQM	75.00		
2	4240198	Providing **Brick Masonry, 230 mm thick** and above, in cement mortar 1:5 (1 cement: 5 coarse sand) using best quality locally available first class kiln bricks having crushing strength of 50 Kg/sqcm and water absorption not more than 20%, in superstructure for walls, parapets, etc., at all levels and locations, including scaffolding, curing, raking of joints, providing RCC transomes and mullions of grade M15 including shuttering, ,including all lead ,lift ,scaffolding ,etc. complete. (reinforcement and concrete for transomes and mullions shall be paid separately in respective items)Rate shall be inclusive of all manpower , material, plant & equpimnets and work shall be done as per relevant IS, BS,ASTM standard and as per Tata Power safety standards, procedures without any extra cost to Tata Power.	CUM	7.00		

3	4207330	**115 mm thk Brick Work** Providing all material and constructing brick masonry 115 mm thick and above in cement mortar (1:5) using approved quality class 40 conforming to IS:3102 table moulded bricks, including scaffolding, curing, raking joints, etc. complete as per specifications & drawings at all levels & locations.	SQM	40.00		
4		Providing and fixing 12 mm thick **Vitrified tiles** of Nitco or equivalant / Kajaria / Johnson approved quality and shade in **flooring** on a 20 mm thick bedding of 1:3 cement mortar and jointed with white/ coloured cement slurry, cutting of tiles to required size, cleaning, curing, etc. complete.				
	4253835	Size 600x600	SQM	68.00		
5	4277833	Providing and fixing **100 mm skirting** of specified material on 20 mm thick bedding of 1:4 cement mortar and jointed with white/ matching coloured cement slurry, cutting of tiles to required size, cleaning, curing, etc. complete.	RMT	45.00		
		i) 12 mm thick vitrified tile				
6	4320379	**Granite floor plinth** Providing and fixing high polished machine-cut Granite Stone for floor plinths, steps, platforms, and raised floor edges of approved colour, shade, and quality, minimum 20 mm thick, machine cut and machine polished on exposed surfaces, laid over 20 mm thick bed of cement mortar (1:4 cement : coarse sand) or approved adhesive system as directed, including cement slurry, filling joints with matching colour epoxy/cement grout, cutting, dressing, moulding of exposed edges, chamfering, rounding of corners where required, alignment, leveling, curing, rubbing, machine polishing, and cleaning complete. The granite shall be laid to true line, level, and slope, including all necessary cutting around columns, openings, fixtures, and services, with fine joint finish and making good all adjoining surfaces complete in all respects as per approved drawings and directions of the Engineer-in-Charge. (Size of granite slabs shall not be less than 600 mm × 600 mm unless otherwise specified by the Architect.)	SQM	8.00		
7	4233888	Providing and fixing 15 mm thick **black granite on window sill in step fashion** on 20 mm thick cement mortar 1:3 including polishing to exposed edges, cement float, filling joints with neat cement slurry mixed with pigment to match shade of marble, raking and finishing the joints with silicon sealant, curing, rubbing, polishing and cleaning complete at all levels. Sill to be in step fashion with minimum 50mm overlapping and maximum of 300mm width in combination.	RMT	53.00		
8	4233888	Providing and fixing 15 mm thick black granite on **window sill** 20 mm thick cement mortar 1:3 including polishing to exposed edges, cement float, filling joints with neat cement slurry mixed with pigment to match shade of marble, raking and finishing the joints with silicon sealant, curing, rubbing, polishing and cleaning complete at all levels 2nos in steps with minimum 50mm overlapping and maximum of 300mm width in combination.	RMT	37.00		
9	4276019	Providing and fixing step stone of MAKE kajaria for riser, tread, landing as per existing staircase. Vendor to submit tile samples as requested by architect.	SQM	15.00		
10	4259835	**Precast Concrete Paver - 30N/mm2** Providing and laying 60mm thick precast concrete paver blocks having compressive strength not less than 30N/mm2 of approved, make, pattern, colour, over a layer of compacted bed of fine sand with necessary compaction, cutting paver blocks as per required size and pattern etc. complete at the locations shown in drawings including concrete kerbing wherever required all executed as per relevant IRC specifications & IS:15658 and directions of the Engineer	SQM	10.00		
11	4320380	**Providing and Fixing Anti-Skid Exterior Grade Tiles** Providing and fixing anti-skid exterior grade vitrified/porcelain tiles of approved make, colour, shade, texture, size, and thickness, suitable for outdoor applications such as pathways, terraces, ramps, steps, balconies, entrance plazas, and landscape areas, laid over prepared surface on approved polymer-modified tile adhesive bed of required thickness. The tiles shall have a matt/textured anti-skid finish with low water absorption and high abrasion resistance suitable for external conditions. The work shall include surface preparation, cutting, laying to true line, level, and slope, provision of expansion joints where required, filling joints with weather-resistant grout of matching shade, edge finishing, cleaning, and protection of completed work. The scope shall include all materials, labour, adhesives, grout, spacers, tools & tackles, and incidental works complete in all respects as per approved drawings and directions of the Architect/Engineer-in-Charge. Approved Makes: Kajaria / Somany / Nitco / RAK Ceramics	SQM	24.00		
12		**Deck Sheet**	SQM	87.00		
13		**Concrete Slab**	SQM	87.00		
				TOTAL (B)		
C		**PLASTER AND PAINTING WORK**				
1	4135943	**Providing and applying white cement based putty** in two coats over all types of plasterd surfaces of walls ceiling beams columns etc. to bring surface in plumb line and level, including making surface smooth, providing required grooves on top of skirting etc. The cost shall include all labour, materilas, protecting adjoining surface, cleaning etc complete.Surface to be pre-wetted and made free of any loose particles and stains etc. The cost shall include all labour, materilas, scaffolding, protecting adjoining surface, cleaning etc complete. Providing and dismantling of scaffolding shall be paid seperately.	SQM	76.00		
2	4259660	**Providing and applying of 4 to 8 mm thick POP punning** over all types of plasterd surfaces of walls ceiling beams columns etc. to bring surface in plumb line and level, including making surface smooth, providing required grooves on top of skirting etc. The cost shall include all labour, materilas, protecting adjoining surface, cleaning etc complete. Providing and dismantling of scaffolding shall be paid seperately.	SQM	101.00		
3	4274923	**Interior Grade painting** Providing and applying two coats of first quality Acrylic Emulsion paint : P/A Internal Painting: Providing and applying one coat of sealant along with anti fungus treatment followed by one coat of cement primer filling up the crevices & holes including making full palti of painters putty and making the surfaces smooth and even with best quality painters putty and, applying primer on prepared surface and finishing with two coats of approved quality paint at all heights with Acrylic Emulsion paint (Internal quality) of first quality and of approved manufacturer, in approved shades.#Item includes providing & erecting steel scaffolding preparing the surface by scraping, sand papering, cleaning, solvent cleaning wherever required to remove oil/grease & painting all the internal, external walls, concrete surfaces, masonry surfaces with plaster or pointing, ceilings, chajjahs, fins, pardis, steel surfaces, wooden surfaces etc will be painted as per existing shade or as per the shade approved approved by owner at all heights. including safe platform arrangement for working at height like movable scaffolding, H frame etc complete as directed.	SQM	72.00		
				TOTAL (C)		
D		**PANELLING**				

1	**4320381**	**WPC Wall Paneling** Providing all materials and installing waterproof WPC (Wood Plastic Composite) wall paneling on walls, ceilings, columns, partitions, or any other surface as per approved architectural drawings and design scheme, including necessary framework in aluminium/GI/MS sections or plywood backing support as required based on site conditions. The work shall include cutting, grooving, edge finishing, fixing with approved adhesive/mechanical fasteners, trimming sections, joint treatment, sealing of gaps, and finishing to achieve a neat and uniform appearance complete in all respects. Panels shall be moisture-resistant, termite-resistant, waterproof, and suitable for interior applications. The shape, profile, texture, and pattern of panels may vary as per approved design and site requirements. Approved Makes: Alstone, Ecoste, Century WPC, Greenpanel, Virgo WPC, Winall	SQM	14.00		
2	4277330	**19mm thk ply panelling** P/f 19 mm thk wall panelling, p/f of 19 mm thk BWP ply board wall/column panelling with all required back supports/ framing if required including necessary consumable like nails ,screw etc complete in all respect as directed by eic including the cost of removing of old ply and disposal it outside the company premises .Rate shall also include the cost of shifting ,loading ,transportation and unloading of materials.	SQM	14.00		
				TOTAL (D)		
E		**CEILING**				
1		Providing all materials, tools, tackles, & services for supplying & fixing ofgrid type suspended **Mineral Fibre Grid false ceiling system** of gyproc makeand/or armstrong at all heights including providing and fixing of framework as spelled out in saint gobain, armstrong manufacturer catalogue. Ceiling tiles shall be mineral fabre tiles , (colour as perapproval). Bidder to provide adequate powder coated t sections and 3 mm thick gihanger supports rods anchored either to slab with gi anchor fastener, l clip, &height adjustable clip or support from existing available frame of structuralsteel angles/channels to cater to the false ceiling loads. Hangers shall beprovided at a spacing of 1200 mm from all directions. Owner would check thedesign and adequacy and has the right to reject if found inadequate. Approvedmake for false ceiling material: saint gobain (gyproc) including all tools, tackles, transportation, etc. Complete and as directed bysite engineer for payment purpose false ceiling shall be measured in plan only.Scope includes providing, erecting and dismantling the scaffolding as per thetata power safety standards required to complete the job in all respect.	SQM			
1a	4259698	A) Size: 600x600 mm		8.00		
1b	4259699	B) Size: 1200x600 mm		30.00		
2	4198108	Providing all materials and fixing **monolithic Gypsum board FALSE CEILING** conforming to IS 2095, at all heights and facia including providing and fixing of framework as spelled out in Saint Gobain,armstrong manufacturer catalogue. Bidder to provide adequate steel sections (Channels, I or T sections) and hanger supports to cater to the false ceiling loads. OWNER would check the design and adequacy and has the right to reject if found inadequate. Nothing extra shall be paid for making openings for groove, AC grills, smoke detectors, electrical fixtures etc. The cutouts shall be provided with perimeter channel of adequate size of 0.5 mm thk. all around and shall be supported suitably. Vertical / inclined face shall be measured above 300 mm high only. For payment purpose false ceiling shall be measured in plan only. The cost shall include all labour, materials, scaffolding, cleaning etc complete.	SQM	30.00		
3	4259703	**P/F WPC False Ceiling** &F WPC sheet false ceiling of exterior grade in any colour or texture as approved by owner at all heights including providing and fixing of frame work made of special sections pressed from MS sheet/galvanised with zinc coating & the cost of making opening cutouts made with frame of perimitee channels suitably fixed complete as per drawing and specification. The cost shall include all labour, materials, scaffolding, cleaning, shop drawing if required etc to complete the job.	SQM	8.00		
				TOTAL (E)		
F		**CARPENTARY**				
1	4320382	**Carpentry work in termite resistant** commercial plywood for making 750 mm deep table with storage or any other furniture in the approved layout finished with laminate finish. The cost shall include all required hardware and accessories such as hinges, handles, lock and any other required to complete the job in all respect. Plywood make century, greenply.	SQ MT	6		
2	4320383	Providing & **replacing laminate existing furniture**, rate shall be inclusive of removal of existing laminate by heating, grinding the surface to the smoothest possible, applying adhesive and pressing 1 mm thick laminate of approved shade and make over cleaned surface, rate shall be inclusive of man, material, transportation, wastage and disposal of debris, removing & refixing of door	EA	9		
3	4309017	**Refurbishing existing table** by changing table top with 19 mm thick ply and finished with laminate on all exposed surafaces, changing hardware and accessories , duco paint on understructure for metal surfaces and laminate for all wooden surfaces . Ply make : Century Ply, Kitply, Green Ply, Mayur Ply, Asis Ply, Archid Ply, Laminate Make: Marino, kajaria, century, euro pratik, green lam, Hardware make :Dorma,Godrej, Enox, Ozone, ebco	LS	2		
				TOTAL (F)		
G		**ELECTRICAL**				
1	4131954	SERVICE TYPE: Providing light point for all types of luminairs etc with all necessary wiring , casing and caping, conduit, race ways, including all required accessories needed to complete entire electrical system in the dormitory building as per approved design and drawings and as directed by OWNER.	NOS	20		
2	4311102	**Rerouting existing electrical points** such as light point, telephone point, TV point, VC point, etc within 1m distance wherever else required as per approved layout and site equirement including all required hardware, accessories, wires etc. required to complete the job in all respect and to the satisfication of engineer-in-charge.	SQM	34		
3	4285741	Providing, Installing, Testing and commissioning of **Recessed LED light** of Bajaj, Wipro . including all necessary hardware, fittings etc. Job to be complete in all respect as directed by engineer-in-charge. 100mm dia Circular Recessed- **12 watts LED lights**	NOS	28		
4	4253797	Providing, Installing, Testing and commissioning of Recessed LED light of Bajaj, Wipro . including all necessary hardware, fittings etc. Job to be complete in all respect as directed by engineer-in-charge. 75mm dia Circular Recessed- **12 watts LED lights**	NOS	6		
5	4320384	**Refixing of turnstile, metal detector and baggage scanner**	NOS	5		
6	4320385	**Relocating the Split ACs with all the tools and tackles required**	NOS	2		
7	4070451	**Split Acs- 1.5/1.6 TR**	NOS	2		
8	4308763	**12 W LED Strip Light** Supplying and fixing LED strip lights, including driver circuit and all associated accessories, complete in all respects as directed by the Engineer-in-Charge. The installation shall ensure uniform illumination, neat finishing, and adherence to safety standards. Approved makes include Philips, Bajaj, Hybec, Jaquar Lighting, Wipro, Syska, White Teak, Havells, Crabtree. The lumen shade shall be selected based on the zone of installation—neutral/natural white for common areas such as passages, corridors, and staircases; cool white for task areas like workstations, cubicles, and cabins; and warm white for spaces requiring ambient lighting.	RMT	28		

9	4253794	**P&F LED Profile Light** Providing & Fixing LED Profile Lights 25mm / 35mm thick to be fixed in False Ceiling of approved make. Colour of the body & light to be confirmed by the Architect.	RMT	32		
10	4259765	**P&F 5/15A Switch** Supply, Install, Testing and commissioning of 5/15A Switch of make havells / anchor for TV, desktop, laptops, charging point, electrical fans regulators etc. including all associated accessories, job to be completed in all respect as directed by engineer-in-charge.	EA	30		
11	4253802	**P&F 5/15A Socket** Supply, Install, Testing and commissioning of 5/15A sockets of make havells / anchor for TV, desktop, laptops, charging point etc. including all associated accessories, job to be completed in all respect as directed by engineer-in-charge.	EA	10		
12	4277385	Providing & laying **1.5 sqmm 3 pair wire** of approved brand Polycab including PVC conduit where required, all tools and tackles, laying etc complete as direced.	RMT	500		
13	4277386	Providing & laying **2.5 sqmm 3 pair wire** of approved brand Polycab including PVC conduit where required, all tools and tackles, laying etc complete as direced.	RMT	400		
14	4236304	Providing & laying **4 sqmm 3 pair wire** of approved brand Polycab including PVC conduit where required, all tools and tackles, laying etc complete as direced.	RMT	300		
15	4253808	**P/L CAT 6 Cable - D Link** Providing & Laying D Link CAT 6 Cable	RMT	150		
16	4259773	**P&F Gang Box 2 Module** Gang Box 2 module Providing, Supplying & fixing D-link make 2 module PVC gang Box, rate shall be inclusive of making necessary cut outs in wall / workstation set up	EA	2		
17	4259774	**P&F Gang Box Face Plate** Gang Box face plate Providing, Supplying & fixing D-link make 2 module PVC gang Box face plate, rate shall be inclusive of making necessary cut outs in wall / workstation set up	EA	2		
18	4259775	**P/L Aluminium Raceway** P/L Aluminium Raceway Providing & laying Aluminium raceway of 2.5 inch X 1.5 Inch, laid to line & level with cover	M	30		
19	4259776	**P&F Floor Junction Box** Supply and Installation of floor junction boxes with top cover for above raceways of size 300mm x 300mm x 50mm x 2mm thick , fabricated out of M.S. sheets fully powder coated with removable screwed cover plates on all four sides for blocking the entry.	M	10		
20	4259867	**P&F Bollard Light** Supply and Erection and commissioning of bollard light as approved by the architect including all necessary arrangements and accessories	EA	20		
21	4259868	**P&F Bollard Light - Solar** "Supply and Erection and commissioning of bollard light as approved by the architect including all necessary arrangements and accessories same as above in solar light"	EA	8		
22	4259869	**P&F LED Spike Light** Supply, Installation, Testing & commissioning of LED spike light as approved by the architect including all necessary arrangements and accessories	EA	8		
23	4259870	**P&F LED Spike Light - Solar** "Supply, Installation, Testing & commissioning of LED spike light as approved by the architect including all necessary arrangements and accessories same as above in solar light"	EA	4		
24	4259873	**P&F Bush Light** Supply, Installation, Testing & commissioning of bush light as approved by the architect including all necessary arrangements and accessories	EA	8		
25	4308847	**P/F 7W wall washer light** Providing & Fixing outdoor 7 W wall washer light with all necessory accessories and wiring to complete the job in all respect. B rand - Philips & Bajaj	EA	8		
26	4259751	**Providing and Fixing LED Strip Light for Steps** Providing, supplying, and fixing recessed/surface-mounted LED strip lighting for steps, stair treads, risers, pathways, or similar locations as per approved lighting design, comprising energy-efficient LED strip of approved wattage, colour temperature, and IP rating, housed in aluminium profile with diffuser cover where required. The work shall include LED driver, wiring, connectors, conduits, mounting accessories, cutting of grooves/recesses in steps if required, fixing, testing, and commissioning complete. The system shall provide uniform illumination for safety and aesthetics, with all electrical connections, supports, fasteners, labour, tools & tackles, and incidental works required for complete installation as per approved drawings and directions of the Engineer-in-Charge. Approved Makes: Philips / Wipro / Havells / Crompton	M	17		
27	4320386	**Providing and Fixing Switchboard Cover Plate** Providing, supplying, and fixing switchboard cover plate of approved size, design, finish, and make for concealing electrical switchboards, sockets, data points, and associated electrical accessories, complete with necessary screws, clips, frames, and fixing arrangements. The cover plate shall be manufactured from high-quality polycarbonate, ABS plastic, metal, glass, or modular plate system as specified, with smooth edges, proper alignment, and suitable cut-outs for switches, sockets, dimmers, and control devices. The work shall include removal of existing cover plate (if required), fixing, alignment, cleaning, testing, and all labour, materials, tools & tackles, and incidental works complete in all respects as per approved drawings and directions of the Engineer-in-Charge. Approved Makes: Legrand / Schneider Electric / Anchor / Havells / GM	EA	13		
		TOTAL FOR ELECTRICAL		**TOTAL (G)**		
H		**MISCELLANEOUS**				
1	**4320387**	**Green Wall** Providing, supplying, and installing **vertical green wall system** of approved design, size, and pattern comprising modular HDPE/FRP/GI planting panels fixed on suitable MS/GI/aluminium support framework anchored to the wall/structure. The system shall include plantation pockets/modules, growing media, healthy live plants of approved species, integrated irrigation and drainage system, water distribution pipes, fittings, filters, pumps (where required), root barriers, waterproof backing protection, and all accessories necessary for proper functioning of the green wall. The work shall include surface preparation, framework installation, planting, irrigation testing, trimming, commissioning, and maintenance during establishment period, complete in all respects as per approved drawings and directions of the Architect/Engineer-in-Charge. The contractor shall submit plant palette, irrigation details, and shop drawings for approval prior to execution.	SQMT	9		

2	**4320388**	**Providing and Fixing Fully Glazed Sliding Glass Door** Providing and fixing fully glazed sliding glass door using minimum 12 mm thick toughened safety glass, toughened by horizontal process, of Saint-Gobain, AIS, Modi Guard, with approved clear, frosted, tinted, or performance glass as specified by the Architect. The door shall be installed in MS/aluminium/wooden frame or frameless configuration as per approved design and shall include heavy-duty SS/aluminium sliding track system with rollers, floor guides, stoppers, locking arrangement, soft-close mechanism (where specified), SS satin finish D-type/H-type pull handles (minimum 350 mm long), patch fittings, clamps, seals, buffers, and all necessary hardware and accessories complete. The work shall include cutting, edge polishing, alignment, fixing, testing, adjustment for smooth and silent operation, and all labour, materials, fasteners, scaffolding, tools & tackles, and incidental works required to complete the job in all respects as per approved drawings and directions of the Architect/Engineer-in-Charge. Approved Hardware Make: Dorma, Godrej, Hafele, Ozone, Dorset	SQMT	15		
4	**4320389**	Providing and fixing **framed fully glazed single sliding door** comprising powder-coated/anodized aluminium frame sections of approved make and specification, fabricated from extruded aluminium tubular sections conforming to relevant IS standards, including top and bottom sliding track, side frame members, interlocks, rollers, handles, locking arrangement, stoppers, guides, and all necessary accessories complete. The shutter shall be glazed with approved thickness clear toughened glass fixed with aluminium glazing beads, EPDM gaskets, PVC/neoprene packing, and silicone sealant complete. Aluminium sections shall be straight, smooth, rust-free, accurately mitred, mechanically joined, and fixed in position with necessary fasteners, anchor bolts, rawl plugs, screws, fixing cleats, and holdfasts as required. The work shall include filling gaps between frame and wall with approved sealant/PU foam, proper alignment, testing of smooth sliding operation, and finishing complete in all respects as per approved drawings, specifications, and directions of Architect/Engineer-in-Charge.	SQMT	8		
6	4141685	**Decal stickers -** supplying and fixing in position decal stickers of various sizes as per the approved sample. Vendor to submit actual sample of different types of quotes and symbols decal stickers for approval. If required Architect shall submit the reference image for ease of contractor to submit the catalogue or link of the design to be printed. Vendor to submit preview of the selected design for approval.	SQMT	2		
7	4079184	**Providing & fixing SS railing** – Side mounted, supply and installation of mobel make, SS 304 grade 900mm high railing made of SS 304 grade handrail pipe of 50mm OD and 1.6mm thickness polish with automatic round polishing machine to get a uniform hairline finish K240 mounted with help of adjustable solid neck support on balustrade of approved design at 900mm centre to centre, (or actual division as per site conditions), fitted with four NO, solid glass connectors for holding the infill glass of 12mm, thick toughened and laminated, glass connector to be fuitted with balustrade with the help of s.s screw overall mounted on s.s 304 grade solid base plate 100mm x 8mm with the help of dash fastners (HILTI/FISCHER make).	RMT	5		
				TOTAL (H)		
I		**EXTERIOR**				
1	4098364	**ACP** Design, fabricate,Test,certify, supply, installation, field test, protection, cleaning and handover of metal cladding systems are to be fully prefabricated assembled units of **fire rated Aluminium composite panel** (ACP) of 4 mm thick using 0.5 mm external & internal skin with folded returns, hooks, stiffeners, brackets and sub-frames including interface details (ACP using 2 hours Fire rated grade of approved product) of colour approved by owner completed with factory finish and install on to site fixed channel and brackets. Includes interface details such as fire seal, flashing, sealants, extruded capping, interface works, brackets and any sub frame as required. Aluminium composite panel shall be PVDF finish and colour to architect's selection. Approved brands ALUCO-BOND, Eurobond ALUCOMAT or REYNOBOND. The fixing shall be done on to MS frames duly corrosion resistant painted, at anchorage locations, in walls , Glazing jambs, cills and heads etc by drilling holes with an electric drill, inserting fasteners, stainless steel counter sunk screws etc. Sealing of gaps between RCC / masonry face and Façade, between two floors or adjescent areas/ rooms by 2 hr fire rated material as required by CFO shall be included in the job and shall not be paid seperately	SQMT	18.00		
2	4136671	**SGU Semi unitized Window Wall Glazing System** Design, fabricate, supply, installation, protection, cleaning and handover of Window Wall Glazing system with Powder coated aluminium extrusions Mullion & Transoms of thickness not less than 1.2 mm or as per design requirements with bimetallic seperaters design to withstand a wind pressure not less than as mentioned in Technical specification. The curtain systems are to be fully prefabricated assembled units completed with site fixed frames & installed in pre- fixed cast-in channels / anchor bolts and brackets on site.The quote includes interface details such as fire seal/smoke seal, flashing, sealants, extruded capping(if required), insulations, brackets and any sub frame as required.	SQMT			
(i)	**4320390**	Saint Gobain Clear glass	SQMT	2.00		
(ii)	**4320391**	Saint Gobain Color glass	SQMT	89.00		
3	4259658	**Exterior Acrylic Emulsion Paint** Providing all materials, tools tackles and labour, preparing the surface by scrapping / sand papering to remove loose scales/ filling holes and cracks with putty etc. making the surface to receive exterior quality paint, Applying a coat of approved water thinnable Primer and Two or more coat of Paint. Including necessary scaffolding / staging etc. complete including cost of Priming coat. Paint shall be of First Quality Manufactured by Asian / Burger / Nerolac / Dulux / Shalimar paints	SQMT	61.00		
4	4259654	**18mm External Sand Faced Plaster** Providing all materials and carrying out sand faced plaster 18 mm thick in sigle layer and plastering external surfaces of concrete and brick work such as walls, columns, beams etc. with 1:4 cement mortar, including providing & erecting steel scaffolding, hacking of concrete surfaces, curing including bands, drip moulds, grooves, etc. complete with 2% Accoproof or approved waterproofing compound	SQMT	61.00		
		TOTAL FOR EXTERIOR		**TOTAL (I)**		
J		**LANDSCAPE(SOFTSCAPE ANDHARDSCAPE)**				
1	4259888	**Shrubbery / Hedge plantation :-** Pit size as per requirement. Supply & Filling of good garden soil per pit. Supply & application of well decomposed Farm Yard Manure 2 kg per plant. Supply & application of anti -termite treatment, Pesticides , Fungicide. Plantation of plants in pit & bamboo support as per site requirements .Providing required / adequate man power , tools & tackles , watering plants & perform standard horticultural practices.	SQMT	3		
2	4259876	**P&F Granite Dado** Providing and laying in required position dado of granite of quality and colour as approved by Owner having a minimum thickness of 20 mm on 12 mm (average) thick, 1:3 cement mortar (1 cement : 3 course sand) bedding including filling joints with neat cement slurry mixed with matching colour pigment, curing, rubbing, hand polishing and cleaning complete at all levels.	SQMT	2		

3	4259874	**P&F Bush Light - Solar**	Nos	8		
4	4259835	**Precast Concrete Paver - 30N/mm2**	SQMT	30		
				TOTAL (J)		-
				TOTAL (A+B+C+D+E+F+G+H+I+J)		
				ADDL. GST____%		
				TOTAL (INCL. GST)		

Special Notes:-

1. Bidder shall submit price strictly as per the above price schedule.

2. GST will be paid extra (if applicable) by the Owner as per the price schedule. Bidder to indicate the rate of GST in the price schedule.

Date:

Place:

(Authorised Signatory with company seal)

Name:

Designation:

Bidder Name:

Price Bid Schedule for LOT 2- Façade works for Security Complex, Trombay Thermal Power Station (Tender ref: CC27PMR016)							
Sr.No	**Service Code**	**Short Text**	**Long Text**	**Qty**	**Unit**	**Unit Rate (INR)**	**Total Amount (INR)**
1	4077194	DMLSHNG&DSMNTLNG,BRICKWRK	Demolishing Brick masonary Demolishing Brick masonary of variable thickness with plaster and disposing off the debris to the approved dumpting ground of MCGM etc complete as per specifications and as directed by the Engineer.	51	M3		
2	4077195	DMLSHNG&DSMNTLNG,PCC,PLUM CONCRETE	Demolishing PCC Providing all necessary toola tackels servises etc for Demolishing PCC road or any other surface where required and disposing of the debris to the approved dumpting ground of MCGM etc complete as per specifications and as directed by the Engineer..	51	M3		
3	4207287	Demolishing RCC	Demolishing RCC Providing all necessary toola tackels servises etc forDemolishing and dismantling all types of RCC structures including transprotation of debris, cutting of reinforcement, submitting useful material to the Tata Power Stores etc. complete as per the requirement of drawing and as directed by the Site-Engineer and disposing of the debris to the approved dumpting ground of MCGM etc complete as per specifications and as directed by the Engineer.	51	M3		
4	4207288	Breaking cement / lime plaster	Demolishing Cement Plaster Providing all necessary toola tackels servises etc for removing plaster of all thickness as directed by the Site-Engineer and disposing of the debris to the approved dumpting ground of MCGM etc complete as per specifications and as directed by the Engineer..	51	M2		
5	4207291	Dismantling structural steel	Dismantling structural steel Providing all necessary tools tackels & services for dismantling structural steel angles, plates etc & returning the same to Tata Power stores etc complete as directed.	6	MT		
6	4207292	Removing Door / windows / louvers	Dismantling Doors/windows Providing all necessary tools tackels servises etc for removing all type of doors/windows & returning to the Tata Power Stores with necessary doccumentation etc. complete as directed by the Engineer.	51	M2		
7	4207297	Breaking of tile work	Demolishing Tiling- dado Providing all necessary toola tackels servises etc for demolishing flooring & dado tiles as directed by the Site-Engineer and disposing of the debris to the approved dumpting ground of MCGM etc complete as per specifications and as directed by the Engineer.	51	M2		
8	4253667	Removing electrical fixtures	Removing electrical fixtures Removing all electrical fixtures such as wall lights, tubelight, recessed panel light, or any other light fixtures on facade, switch board (including switch and socket) along with necessary scaffolding/platform arrangement, and return to stores in good condition. Contractor shall be disposing of the debrise at approved municipal corporation area, transportation lifting shifting etc complete as directed.	6	EA		
9	4207632	P/F ACP cladding	Dismantling of Existing ACP Cladding Carefully dismantling and removing existing ACP (Aluminium Composite Panel) cladding/paneling from façade areas including removal of existing aluminium framework, brackets, cleats, fasteners, sealants, screws, anchors, and all associated accessories complete, without damaging the existing building structure or adjoining finishes. The work shall include cutting, handling, lowering, stacking, segregation of reusable and scrap materials, shifting debris/materials within site premises, cleaning of surface, and disposal of unserviceable material at approved dumping location as directed by the Engineer-in-Charge. The contractor shall take all necessary safety precautions including scaffolding, safety nets, PPE, and protection arrangements during dismantling operations complete in all respects.	51	M2		
10	4304428	CISE,Dismantle of Wall paneling Cladding	Dismantling of Existing Paneling/Cladding Carefully dismantling and removing existing paneling/cladding of any type such as ACP panels, WPC panels, HPL sheets, metal panels, wooden paneling, cement board panels, gypsum-based panels, charcoal sheets, louvers, or any similar façade paneling system from walls, ceilings, façades, partitions, columns, or other surfaces, including removal of supporting framework, brackets, cleats, channels, fasteners, sealants, screws, anchors, adhesive residue, and all associated accessories complete. The work shall be carried out without damaging the existing structure, waterproofing, glazing, or adjoining finishes. The scope shall include cutting, dismantling, handling, lowering, stacking of salvageable materials, disposal of unserviceable materials/debris to approved location, surface cleaning, scaffolding, safety arrangements, labour, tools & tackles, and all incidental works required for complete execution as directed by the Architect/Engineer-in-Charge.	51	M2		
11	4273968	Dismantling windows	Dismantling of Existing Windows Carefully dismantling and removing existing windows of any type such as aluminium, steel, wooden, uPVC, glazed, louvered, or composite windows including shutters, frames, glazing, beading, grills, hardware, fasteners, holdfasts, sealants, and all associated accessories complete, without damaging the adjoining walls, finishes, structural members, or waterproofing system. The work shall include cutting, removal of anchor fasteners, handling, lowering, stacking of salvageable materials as directed, disposal of unserviceable materials/debris to approved dumping location, making good disturbed surfaces, scaffolding, safety arrangements, labour, tools & tackles, and all incidental works required for complete dismantling operation as per instructions of the Architect/Engineer-in-Charge.	51	M2		
12	4320244	CISE,Repair of Existing Facade	Repair and Rectification of Existing Façade Providing all materials, labour, tools & tackles for carrying out repair and rectification works to the existing façade including inspection, surface preparation, removal of loose/damaged plaster or finishes, crack filling, patch repairs, edge repairs, treatment of exposed reinforcement if encountered, replacement of damaged substrate portions, waterproofing treatment to affected areas, re-plastering, levelling, surface finishing, sealing of joints, and making good all disturbed areas complete as required to prepare the façade for new finishing/cladding work. The work shall include scaffolding, access arrangements, curing, cleaning, disposal of debris, and all incidental items necessary for proper completion of the work as per site conditions and directions of the Architect/Engineer-in-Charge.	51	M2		

13	4320245	CISE,P/A Ext Waterpro Treat Wall &Terra	Exterior Waterproofing Treatment for Walls and Terrace Providing and applying comprehensive waterproofing treatment for entire exterior façade walls, parapets, chajjas, terraces, service ledges, and other exposed areas using approved elastomeric/cementitious/acrylic waterproofing system as per manufacturer's specifications and approved methodology. The work shall include thorough surface preparation, cleaning, crack filling, treatment of construction joints, repairing undulations, application of primer, waterproofing coating/membrane in required number of coats with reinforcing mesh where required, sealing of junctions and penetrations, and protective finishing complete to achieve a durable watertight system. The scope shall include treatment around windows, façade joints, pipe sleeves, coping edges, drain outlets, and all vulnerable leakage-prone locations. The item shall also include scaffolding, curing, testing, labour, materials, tools & tackles, transportation, and all incidental works complete as directed by the Architect/Engineer-in-Charge.	1	M2		
14	4320246	CISE,Rem of Exist TATA Power Logo	Removal of Existing TATA Power Logo with/without Signage Board Carefully dismantling and removing existing TATA Power logo, letters, illuminated/non-illuminated signage, and associated backing board (if any), including supporting framework, mounting brackets, electrical connections, LED fittings, wiring, fasteners, anchors, and all related accessories complete. The work shall be carried out without damaging the existing façade, wall surface, cladding, or adjoining finishes and shall include disconnection of power supply, lowering, handling, stacking of reusable materials as directed, disposal of unserviceable materials, removal of residual adhesive/sealant, making good disturbed surfaces, cleaning of the area, and all labour, tools & tackles, scaffolding, safety arrangements, and incidental works complete in all respects as directed by the Engineer-in-Charge.	3	EA		
15	4320247	CISE,Removal of Existing Signages	Dismantling and Removal of Existing Signages (All Types) Carefully dismantling and removing all types of existing signages including façade signage, name boards, directional signage, ACP/metal letters, SS letters, acrylic letters, LED/glow sign boards, hoardings, vinyl graphics, decals, stickers, and any other fixed or pasted signage from any surface including walls, façades, glass, doors, or structures. The work shall include safe disconnection and removal of electrical connections, supports, frames brackets, fasteners, sealants, and adhesives without damaging the existing substrate, along with removal of residue, surface cleaning, making good minor damages, stacking of reusable materials, disposal of debris to approved location, scaffolding, safety arrangements, labour, tools & tackles, and all incidental works complete as directed by the Architect/Engineer-in-Charge.	2	EA		
16	4145756	CISE,Dismantling of chainlink fencing	Dismantling of chainlink fencing (including concertina coil,barbed wire, MS angles runners etc) Removal of chainlinkfencing including removal of angle posts & FRP sheets and handing over the salvaged material to Tata power stores with proper documentation after completion of the job, ncluding providing & erecting necessary steel tubular scaffolding as per The Tata Power standerds etc. complete as directed.(Rate shall inclusive of providing necessary tools tackels , cutting set, welding set eherever required.)	2	M2		
17	4320248	CISE,Removal Existing dead tree	Removal Existing dead tree	2	EA		
18	4135903	P/F Flyash masonry 190mm,fdn/plinth	Flyash Block Masonry below plinth Providing and constructing Flyash Block Masonry of approved make, 190 mm thick and above in cement mortar 1:5 (1 cement: 5 coarse sand) using best quality flyash blocks having crushing strength of 50 Kg/sqcm and water absorption not more than 10%, at all levels below plinth i.e. foundation, plinth etc. including dewatering, raking of joints, curing, etc. complete. foundation, plinth and steps. Providing and dismantling of scaffolding shall be included.	16	M3		
19	4135905	P/F Flyashmasonry 190mm,Superstruc	Flyash Block Masonry above Superstructure Providing Flyash Block Masonry (of approved make), 190 mm thick and above in cement mortar 1:5 (1 cement: 5 coarse sand) using best quality locally available flyash blocks having crushing strength of 50 Kg/sqcm and water absorption not more than 10%, in superstructure for walls, parapets, etc., at all levels, curing, raking of joints, providing RCC transomes and mullions of grade M15 of 190 thk. including shuttering, etc. complete.Providing and dismantling of scaffolding shall be included.	16	M3		
20	4135904	P/F Brick Masonry 230mm Superstruc	Providing all material and constructing Brick Masonry, 230 mm thick and above of approved make, in cement mortar 1:5 (1 cement : 5 coarse sand) using best quality locally available first class kiln bricks having crushing strength of 50 Kg/sqcm and water absorption not more than 20%, at all levels below plinth i.e. foundation, plinth etc. including dewatering, raking of joints, curing, etc. complete. foundation, plinth and steps.	9	M3		
21	4135906	P/F Brickmasonry 115mm thk	Providing Brick Masonry 115 mm thick (of approved make) in cement mortar 1:4 (1 cement : 4 coarse sand) using best quality locally available first class kiln bricks having crushing strength of 50 Kg/sqcm and water absorption not more than 20%, in superstructure for walls, parapets, etc., at all levels including curing, raking of joints, providing RCC transoms and mullions of grade M15 of 115 thk. including shuttering, etc. complete. (reinforcement and concrete for transoms and mullions shall be paid separately in respective items).	11	M2		
22	4303253	CISE,200 mm thick brick work AAC Block	Providing and laying autoclaved aerated cement (AAC) blocks masonry with 150/200 mm thick in super structure above plinth level in cement mortar 1:4 (1 cement : 4 coarse sand). The rate includes providing, placing and properly inserted to RCC column 2 Nos. 6 mm dia M.S. bars at every third course of masonry work. 2nos. 8mm dia tor steel reinforcement placed vertically along the jambs of opening connecting sill of windows and lintels including placing of 50mm thick Cement Concrete of 1:2:4 (1 cement : 2 coarse sand : 4 grade stone aggregate 20mm nominal size) shall be done as per drawing and direction of Engineer In charge. Reinforcement, Concreting and shuttering provided shall be paid separately as per relevant BOQ Items. (inclusive of Supply Erection and dismantling of scaffolding)	16	M3		
23	4135923	P/Ldado or skirting of granite	Providing and laying in required position dado of granite of quality and colour as approved by Owner having a minimum thickness of 20 mm on 12 mm (average) thick, 1:3 cement mortar (1 cement : 3 course sand) bedding including filling joints with neat cement slurry mixed with matching colour pigment, curing, rubbing, hand polishing and cleaning complete at all levels.	51	M2		

24	4303648	CISE,P/F UPVC Operable windows	UPVC Window: P/F factory made white UN-Plasticized poly Vinyl chloride (UPVC) windows(FENESTA) at all levels made out of extruded one to three chambered profile frame(frame size as per architect's approval with hermetically sealed double glazedglass customized in 56mm wide system ,all fittings and fixing at site andsealing the gaps etc. as per the designed and as directed by site in charge. i) Operable windows with Z sections	16	M2		
25	4303647	CISE,P/F UPVC Window Sliding windows	ii) Sliding windows with min 2 tracks	30	M2		
26	4303650	CISE,P/F UPVC Fixed window	iii) Fixed window	10	M2		
27	4303649	CISE,P/F UPVC Louvered window	iv) Glass Louvered window (including providing 100mm wide 6mm frosted glass)	5	M2		
28	4221395	Aluminium louvers	Aluminium louvers	20	M2		
29	4163420	CISE,Providing core cutting including gr	Providing Core Cutting holes in concrete/Steel/or on any other material required for services (if not provided in drawing earlier during casting) of thickness not exceeding 50 cm including grouting the same in cement concrete 1:1:2 after positioning of service lines, bolts, holes, etc. of 100mm diameter.	11	NO		
30	4081037	MAK&CUT CORE IN RCC WALL/SLAB,150MM	Same as in item above but for holes exceeding **100mm** diameter but not exceeding 0.05 sq. m in area.	6	NO		
31	4105557	CISE,Providing holes in masonary	Same as in item above but for holes exceeding **100mm** diameter but not exceeding 0.05 sq. m in area.	6	M2		
32	4135348	Grouting base 45N/mm2	**Grouting** pockets, holes, pipe sleeves of any shape or size for column bases, machine foundations, or any other area as per requirement etc. with ready to use non shrink high strength grout of approved make, as per Manufacturer's specifications and instructions/ recommendations, including roughening of surfaces, cleaning with compressed air/ water jets, ramming, curing, etc. complete in all aspects.	2	M3		
33	4135947	P/A Oil Bound Distemper	**Oil Bound Distemper / synthetic distemper exterior paint** Providing and applying two coats of first quality Oil Bound Distemper / synthetic distemper external paint confirming to IS 428 of approved colour and shade over one coat of primer, including preparing the surface to receive the primer and finishing coats, providing and applying primer, any additional coat required to achieve even shade and colour etc. complete. The cost shall include all labour, materials, protecting adjoining surface, scaffolding, cleaning etc complete.- for all types of plastered surfaces of external/internal walls, ceiling beams, columns or any other surface as per requirement, etc.	313	M2		
34	4203655	Structural steel with high built epoxy	**Structural steel with high built epoxy** Providing and applying one coat of Epoxy high build Red Oxide Zinc Phosphate Primer, at 50 microns DFT followed by two coats of HIGH BUILD EPOXY finish in approved shades at 100 microns DFT each coat. Total thickness of DFT shall not be less than 250 micron.#Item includes preparing the surface by scraping, sand papering, cleaning, solvent cleaning wherever required to remove oil/grease by using appropriate solvent & painting all the steel structures, piping, pumps, and other equipment associated with the process, ducting, conduits, cable trays steel/wooden doors, partitions, MS windows, air vent pipes, air extractors, over flow pipes, steel stair case, pumps, cable trays and all fittings & installations complete as directed by the engineer and as per the existing colour scheme at all heights."This rate is inclusive of all tools ,tackles, covering floor surfaces with tarpaulin, plastic sheets for protection, protection with masking, removal of stains, cleaning and complete housekeeping, shifting and restoring of material, etc. complete and as directed by Engineer In Charge. Rate shall also include the cost of loading, shifting, transportation & unloading of materials at site. Erection & dismantling of steel scaffolding is included.	720	M2		
35	4135944	P/A Acrylic emulsion ext. paint	Providing and applying three coats of **acrylic emulsion (washable) external** paint of Asian make ACE / Nerolac Suraksha / ICI Dulux Super Coat with required shade over a coat of primer on all exterior surfaces at all levels, including making good the damaged and rough surface, cleaning, curing, all scaffolding, etc., complete as per manufacturer#s specifications and as directed by the Engineer.	1184	M2		
36	4135943	P/A cement based white putty	Providing and applying three coats of water proof**cement based exterior paint** Asian make Apex, weather shield from ICI and shade as per manufactureres specifications including necessary double scaffolding and surface preparation curing. Rate to be applicable for all heighta and level surface and texture. No extra payable for extra paint consumption due to surface texture.	1242	M2		
37	4183677	Texture paint of exterior grade	**Texture paint of exterior grade:** Providing and applying rough finish texture paint of necessary coates along with applying primer, surface preparation at all heights, having VOC contain less tha 50 gm/lit of Asian make ACE / Nerolac Suraksha / ICI Dulux Super or of approved manufacturere, in approved shades.#Item includes providing & erecting steel scaffolding preparing the surface by scraping, sand papering, cleaning, solvent cleaning wherever required to remove oil/grease & painting all the internal, external walls, concrete surfaces, masonry surfaces with plaster or pointing, ceilings, chajjahs, fins, pardis, steel surfaces, wooden surfaces etc will be painted as per existing shade or as per the shade approved approved by owner at all heights.,	410	M2		
38	4230431	Two or more coats of white washing with	Providing all materials and carrying out **three coats of white wash** of approved make including scrapping the surface of walls free from mortar droppings an foreign matter, protection of adjoining surfecses by taping etc complete as directed.**Providing and dismantling of scaffolding shall not be paid seperately.**	1644	M2		

39	4135916	P/L external plaster 20 mm thk	Providing & applying **20 mm thick external sand faced plaster** in cement mortar 1:4 using addition of integral **water proofing compound** 100% virgin polypropylene fibrillated fibres @125 gm/bag of cement as per manufacturer's specifications waterproofing compound of approved make as per the manufacturer's specifications, in two layers (first layer of 14 mm thickness and the second layer of 6 mm thickness) including forming key to recieve the finishing coat, on all types of external surfaces using coarse, clean sand including surface preparation, curing both the coats, bends, grooves, drip moulds, at all levels, heights and location including curing, providing and fixing **chicken mesh** of 22 gauge, with about 15 cm. width of approved quality at the junction of reinforced cement concrete members and brick work, **grooves, bands, drip moulds** wherever required etc. complete. **Providing and dismantling of scaffolding shall not be paid seperately**	952	M2		
40	4303749	CISE,Making Groove	**Making of grooves** as per design approved by architect on external walsurface prepared with putty/pop to proper angle, line, level to receive paint.	250	M		
41	4303801	CISE,Scrapping of paint	Scraping of paint and clearing wall surface	1544	M2		
42	4096667	Providing structural steel work in rolle	**P/F Structural Steel** Providing structural steel work in rolled / builtup sections fixed with connecting plates or angles, gussets, cleats, channels as per drawings including cutting, fabricating, hoisting, erecting at all levels and locations, fixing in position, making welded/bolted connections and with two coats of zinc phosphate primer (One shop coat and one site coat) and painting with finishing coats of synthetic enamel paint to get desired finish, including scaffolding, preparation of surfaces, transporting, loading, unloading etc. complete as directed by the Engineer-in-Charge.	21	MT		
43	4212123	Anchor Fastener-HILTI HSA 12X100 mm	Anchor Fastener-HILTI HSA 12X100 mm	26	NO		
44	4212124	Anchor Fastener-HILTI HSA 12X145 mm	Anchor Fastener-HILTI HSA 12X145 mm	26	NO		
45	4212125	Anchor Fastener-HILTI HSA 12X175 mm	Anchor Fastener-HILTI HSA 12X175 mm	26	NO		
46	4212126	Anchor Fastener-HILTI HSA 16X102 mm	Anchor Fastener-HILTI HSA 16X102 mm	26	NO		
47	4212127	Anchor Fastener-HILTI HSA 16X137 mm	Anchor Fastener-HILTI HSA 16X137 mm	26	NO		
48	4212128	Anchor Fastener-HILTI HSA 16X182 mm	Anchor Fastener-HILTI HSA 16X182 mm	26	NO		
49	4212129	Anchor Fastener-HILTI HST2-R 12x105	Anchor Fastener-HILTI HST2-R 12x105	26	NO		
50	4212130	Anchor Fastener-HILTI HST2-R 12x145	Anchor Fastener-HILTI HST2-R 12x145	26	NO		
51	4212131	Anchor Fastener-HILTI HST2-R 16x140	Anchor Fastener-HILTI HST2-R 16x140	26	NO		
52	4212132	Anchor Fastener-HILTI HST2-R 16x170	Anchor Fastener-HILTI HST2-R 16x170	26	NO		
53	4080958	PRVD&FIX,PIPE,PVC,150MM	**PRVD&FIX,PIPE,PVC,150MM** SERVICE TYPE: PROVIDING AND FIXING OF PIPE, MATERIAL: POLY VINYL CHLORIDE, DIAMETER: 150 MM FOR DOWN TAKE	151	M		
54	4207304	Removing PVC pipe line	**Removing PVC pipe line** Providing services for wall mounted / concealed sewage / drainage line, disposing material outside Tata power premises at approved dumping ground	101	M		
55	4207485	Prov.,Laying&Fix, UPVC 25mm	**Prov.,Laying&Fix, UPVC 25mm** Providing, laying and fixing of pipe, material: unplasticized poly vinyl chloride (UPVC), dia: 25 mm, rate shall be inclusive of cost of manpower, material, tools and tackles, bend, tee, make: astral/prince/supreme	101	M		
56	4207486	Prov.,Laying&Fix, UPVC 32mm	**Prov.,Laying&Fix, UPVC 32mm** Providing, laying and fixing of pipe, material: unplasticized poly vinyl chloride (UPVC), dia: 32 mm, rate shall be inclusive of cost of manpower, material, tools and tackles, bend, tee, make: astral/prince/supreme	101	M		
57	4320249	CISE,Dis/Shift/Rel Existing Facade Pipes	**Dismantling, Shifting and Relocation of Existing Façade Pipes** Carefully dismantling, supporting, shifting and relocating all existing visible façade pipes including rainwater, drain, AC refrigerant, electrical conduits, fire-fighting pipes, cable trays and other service lines along with their supports, clamps, insulation and accessories. The work includes rerouting as per site conditions and approved drawings, cutting, jointing/extension as required, re-fixing in proper alignment, sealing of openings/penetrations, and ensuring complete functional continuity without leakage or damage. The scope also includes scaffolding, safety arrangements, testing after relocation, making good disturbed surfaces, disposal of dismantled materials, labour, tools & tackles, and all incidental works complete as directed by the Architect/Engineer-in-Charge.	2	M		

58	4203645	High build Chlorinated Rubber Paint	**High build Chlorinated Rubber Paint** High build Chlorinated Rubber Paint "Providing all required tools, tackles, etc for carrying out thorough Surface Preparation of MS towers. Item including providing all necessary tools ,tackles, preparing the surface by scraping, chipping to remove loose rust, paint, detrimental foreign matter etc. sand papering, cleaning with wire brushes, Solvent naptha cleaning, degreasing and cleaning to remove moisture wherever required by using appropriate solvent & painting all the steel structures 2. SP1 Solvent cleaning to remove all visible oil grease and other contaminations from steel structures. 3. Providing a coat of etch primer prior to application of epoxy for GI towers which have not been painted previously. 4.Providing and applying one coat of High Build Zinc Phosphate primer 35 microns DFT. Applying two finish coats of High build Chlorinated Rubber Paint with each coat of 60 microns DFT complete as directed by the engineer and as per the existing colour scheme at all heights. Total thickness of DFT shall not be less than 150 microns in areas which are interior and not subject to any substantial corrosion. "This rate is inclusive of all tools ,tackles, housekeeping etc complete and as directed by Engineer In Charge. Rate shall also include the cost of loading ,shifting, transportation & unloading of materials at site. Erection & dismantling of steel scaffolding will not be paid separately	56	M2		
59	4320250	CISE,P/F TATA POWER LOGO SIZE: 3.5MX2M	TATA POWER LOGO, SIZE: 3.5 M X 2 M Providing, fabricating, supplying, and fixing backlit illuminated TATA Power logo and signage at main entry and exit gates as per approved design, artwork, proportions, and corporate branding guidelines, using high-quality aluminium/SS (Grade 304) or acrylic build-up letters/symbols with precision CNC cutting and approved finish (powder-coated or brushed). The signage shall be internally illuminated with high-efficiency LED modules of suitable colour temperature to ensure uniform backlit glow without hotspots or shadowing, including waterproof LED drivers, electrical wiring, junction boxes, and IP-rated weatherproof connections suitable for outdoor conditions. The system shall be mounted on a robust MS/SS supporting frame with concealed fixing arrangement designed for wind, rain, dust, and temperature variations. The work shall include installation at required height using scaffolding/lifting equipment, alignment, testing, commissioning, and ensuring proper illumination and stability, along with submission of shop drawings and mock-up for approval, and all materials, labour, fabrication, electrical works, tools, tackles, and incidental works complete in all respects as per approved drawings and directions of the Architect/Engineer-in-Charge.	1	EA		
60	4320361	P/F GATE 1 Backlit Logo(Height 0.6m)	"GATE 1" Backlit Logo (Height: 0.6 m) Providing, fabricating, supplying, and fixing backlit illuminated “GATE NO.” signage/logo of overall height 0.6 m (600 mm) and length as per approved design and site requirement, fabricated from aluminium/SS (Grade 304)/acrylic build-up letters with CNC-cut precision and approved finish. The signage shall be internally illuminated with energy-efficient LED modules of suitable colour temperature to provide uniform backlit illumination without hotspots, complete with acrylic diffuser, waterproof LED drivers, electrical wiring, mounting brackets, concealed fixing arrangement, and all necessary accessories. The system shall be suitable for outdoor installation and designed to withstand weather conditions including rain, dust, and UV exposure. The work shall include fabrication, electrical connections, testing, commissioning, scaffolding, labour, tools & tackles, and all incidental works required for complete installation in all respects as per approved drawings and directions of the Architect/Engineer-in-Charge. Approved Makes (LED/Drivers): Philips / Osram / Havells	3	EA		
61	4189158	Services for removing glass film	**Services for removing glass film** Removing of glass film from existing glasses and cleaning to place new glass film.	114	M2		
62	4143772	P/F Glass film	**P/F Glass film** SERVICE TYPE: Providing & fiixng in position decorative glass film of Make- Garware. Contractor to submit catalogue of various design and patterns for approval.	501	M2		
63	4320362	CISE,S/F Weatherpro/waterpro LED strip	Suppy and fixing of **Weatherproof/waterproof LED strip light** of bajaj make including driver circuit and all associated accessories job to be completed in all respect as directed by engineer-in-charge.	292	M		
64	4253787	Surface Mounted Panel LED Light 12W	Providing, Installing, Testing and commissioning of **surface mounted panel LED light** of Bajaj, Wipro . including all necessary hardware, fittings etc. Job to be complete in all respect as directed by engineer-in-charge. 100mm dia Circular Recessed- **12 watts LED lights**	74	EA		
65	4253788	Surface Mounted Panel LED Light 15W	Providing, Installing, Testing and commissioning of **surface mounted panel LED light** of Bajaj, Wipro . including all necessary hardware, fittings etc. Job to be complete in all respect as directed by engineer-in-charge. 450mm dia Circular Recessed- **15 watts LED lights**	74	EA		
66	4253815	P&F Outdoor Bollard Light	Providing & Fixing **outdoor bollard light** with all necessory accessories to complete the job in all respect. Brand - Philips & Bajaj	30	EA		
67	4253822	P&F Outdoor Bush Light	Providing & Fixing **outdoor bush light** with all necessory accessories to complete the job in all respect. Brand - Philips & Bajaj	10	EA		
68	4320363	CISE,P/F Solar light	same as above in **solar light**	40	EA		
69	4276028	Supplying Wall Washer	Supplying, erecting, connecting, testing and commissioning of **Wall Washer** of bajaj , philips or wipro make with all necessary Hadware, Internal Wiring etc. all required accessories Complete in all respect.	30	EA		
70	4320364	CISE,S/I Outdoor spotlight of bajaj	Supplying, erecting, connecting, testing and commissioning of **Outdoor spotlight** of bajaj , philips or wipro make with all necessary Hadware, Internal Wiring etc. all required accessories Complete in all respect.	30	EA		

71	4320365	CISE,S/I Uplight for Facade Lighting	**Uplight for Façade Lighting** Supply, Installation, Testing & Commissioning of **Uplight** for Façade Lighting Supply, installation, testing, and commissioning of architectural LED uplight fixtures for façade illumination of approved wattage, beam angle, colour temperature, IP rating, and finish as approved by the Architect. The scope shall include light fixtures, drivers, mounting brackets, supports, wiring, conduits, junction boxes, connectors, anchoring arrangements, and all necessary accessories required for complete installation. The luminaires shall be suitable for exterior applications and designed to provide uniform illumination of façade elements, architectural features, signage, or landscape components as per approved lighting design. The work shall include fixing, alignment, focusing, electrical connections, testing, commissioning, and all labour, materials, tools & tackles, scaffolding, and incidental works complete in all respects as per approved drawings and directions of the Engineer-in-Charge. Approved Makes: Philips / Wipro / Havells / Jaquar Lighting	20	EA		
72	4320366	CISE,S/I Uplight for solar lightg	**Uplight for Solar Lighting** Supply, Installation, Testing & Commissioning of **Uplight** for Solar Lighting Supply, installation, testing, and commissioning of architectural LED uplight fixtures for façade illumination of approved wattage, beam angle, colour temperature, IP rating, and finish as approved by the Architect. The scope shall include light fixtures, drivers, mounting brackets, supports, wiring, conduits, junction boxes, connectors, anchoring arrangements, and all necessary accessories required for complete installation. The luminaires shall be suitable for exterior applications and designed to provide uniform illumination of façade elements, architectural features, signage, or landscape components as per approved lighting design. The work shall include fixing, alignment, focusing, electrical connections, testing, commissioning, and all labour, materials, tools & tackles, scaffolding, and incidental works complete in all respects as per approved drawings and directions of the Engineer-in-Charge. Approved Makes: Philips / Wipro / Havells / Jaquar Lighting	10	EA		
73	4320367	CISE,S/I LED spike light	Supply, Installation, Testing & commissioning of **LED spike light** as approved by the architect including all necessary arrangements and accessories	20	EA		
74	4320368	CISE,S/I LED solar light	Supply, Installation, Testing & commissioning of **LED solar light** as approved by the architect including all necessary arrangements and accessories	10	EA		
75	4320369	CISE,S/I ground or wal recess LED light	Supply, Installation, Testing & commissioning of **ground or wall recessed LED light** as approved by the architect including all necessary arrangements and accessories	63	EA		
76	4320370	CISE,S/I surface mounted lights	Supply, Installation, Testing & commissioning of **External grade surface mounted lights** for pergolas, gathering spaces, or any other space/surface wherever required as approved by the architect including all necessary arrangements and accessories	50	EA		
77	4320371	CISE,S/I SEMI UNITISED STRUCTUR GLAZING	**SEMI UNITISED STRUCTURAL GLAZING** Design, fabricate, supply, installation, protection, cleaning and handover of Window Wall Glazing system with Powder coated aluminium extrusions Mullion & Transoms of thickness not less than 1.2 mm or as per design requirements with bimetallic separators design to withstand a wind pressure not less than as mentioned in Technical specification. No Aluminium member and Sealant is visible on the exterior surface and No sealant shall be provided in the Groove and in such a way the system must be designed.) to any profile and shape, horizontally, vertically, sloped, curved etc with the approved make of glass. The curtain systems are to be fully prefabricated assembled units completed with site fixed frames & installed in pre- fixed cast-in channels / anchor bolts and brackets on site. The quote includes interface details such as fire seal/smoke seal, flashing, sealants, extruded capping(if required), insulations, brackets and any sub frame as required. The system shall be designed incorporating the Air pressure equalization principal with concealed continuous gutter at all levels and at all Floor levels for self drainage to achieve water tightness besides providing air & water barrier with Gaskets. The system shall be designed to accommodate thermal movement of the aluminium framing system including supporting arrangements, Fastening devices, glass, resulting from the exterior skin temperature from 15 to 85 deg.celsius, Interior skin temperature from 15 to 30 deg.celsius, and to accommodate horizontal building movement of maximum 10mm per bay and vertical movement of maximum 20 mm between floors. Glass thickness of 8 to 12 mm. System should have operable panels up to 10-15% of total area. Quoted rate shall include the following : a) Designing the system, preparation of shop drawing for approval, Full Scale Mock-up test at an approved independent Laboratory, supply, fabricate, erect as per approved drawing at all levels, elevation & heights including conducting field test (Methodology should be furnished and to be got approved by the Engineer / Architect). Design the framing system to support both Vision & Spandrel panel on a continuous / split framing system, irrespective of spandrel panel proposed with Glass or Aluminium Composite Panel - Plain or Corrugated panel or a combination thereof. b) Providing and fixing pre-assembled aluminium frame work designed to with stand design wind pressure and Lateral forces specified else where in the Technical specification and Bills of Quantities subject to the Mullion having combined Moment of Inertia of the section on X direction not less than 725 Cm4 and horizontals made out of specially designed extruded sections matching the Mullion depth in such a way the Mullion and Transom flush on interior face and all fabricated as per design, fixed at all levels, elevation & heights into masonry wall / RC concrete surface with necessary approved supporting system consists clamps, fastening straps, nuts, bolts, rivets, washers and other fastening materials. Extruded section shall be designed to accommodate Double & single Glazing/ Metal panels and it shall be 6063 Alloy - T6 or BSH9 conforming to IS-63400, finished with Architectural Class-1 electrolytic colour anodic coating not less than 20 microns of approved colour conforming to ASS AA - M12 C 22 A 42/44.	218	M2		

78	4320372	CISE,P/F OPENABLE GLASS PANEL WITH	Same as above with openable glass panels provision OPENABLE GLASS PANELS WITHIN STRUCTURAL GLAZING SYSTEM with covcealed hinges(Saint-Gobain). Providing and fixing openable glass panels integrated within structural glazing façade system using Saint-Gobain high-performance toughened/laminated glass of approved thickness, properties, and tint as approved by the Architect, and as per architectural drawings. The system shall be frameless or minimally framed structural glazing with compatible aluminium/SS sub-frame, designed to accommodate operable units seamlessly within fixed glazing panels. The openable units shall be provided with high-quality aluminium/SS hardware including concealed or exposed hinges, pivot systems, friction stays/limiters, multipoint locking arrangement, handles, and all necessary fittings of approved make. The glazing shall be fixed using structural silicone, EPDM gaskets, weather seals, spacers, and backer rods to ensure air-tight, water-tight, and wind-resistant performance. The system shall include proper alignment, leveling, integration with adjoining fixed glazing, and smooth operation without distortion or leakage. All glass shall be handled and installed with necessary safety precautions, scaffolding, lifting equipment, and protection arrangements. The system shall be designed to withstand wind loads, thermal movement, and structural deflection as per relevant codes and site conditions. The glass shall be toughened/laminated as required, with high strength, UV resistance, thermal stability, acoustic performance (where applicable), and safety compliance, and shall be as per approved properties and tint selected by the Architect. The work shall include surface preparation, sealing of joints, finishing of edges, testing of operability, and making the system fully functional and weather-resistant in all respects as per approved drawings and directions of the Architect/Engineer-in-Charge.	110	M2		
79	4098364	ACP Cladding	ACP CLadding Supplying and fixing Aluminium Composite Panel of approved make and colour for exterior application. The 4mm thick panels of 3mm thick thermoplastic core of mid low density polyethylene sandwiched between two skins of minimum 0.5mm thickness aluminium sheets, protected with self-adhesive peel off masking foil with PVDF base coating on top side and rear side would be in mill finish. Coating thickness, panel weight, thermal expansion, tensile strength, yield strength, elongation, textural elasticity, deflection temperature, etc. as per the specification duly fabricated on imported Holzer machines and fixed to extruded aluminium sections with suitable sub-structure. The frame shall be fixed to the masonry wall, RCC work and structural steel supports with necessary fixing arrangement but not limited to clamps, anchoring brackets, sealants, fastening strips, rivets and other fastening materials (hot dip galvanized) etc. including brackets. Cladding for all walls and columns of all shapes as per the requirement. (The rate shall be inclusive of steel scaffolding as per Tata Power Safety norms) etc. complete as directed. Cost of wastage, Transportation, octroi etc. should be included while quoting rates.	152.72	M2		
80	4253827	P/S/F of Acrylic Sheet	P/S/F of Acrylic sheet of approved make and design as per approval. The vendor shall submit samples for approval. The cost shall include all required supports, accessories, frames, seal the ends, channel, etc., to fix the sheet on surface as per drawing.	95	M2		
81	4303701	CISE,terracotta block/jali	Supply & installation of terracotta block/jali block cladding (including backing framework, adhesive, sealant). Providing & making of Facade screen using terracota clay tile with MS frame at required distance to support the same as per architect's approval. The cost shall include all necessary hardware, accessories, tools n tackles, supports etc. to complete the job in all respect as per approved design. Vendor shall submit the shop drawing for the same for approval. of	20	M2		
82	4303566	CISE,P/F porcelain Cladding.	adhesive, sealantas specified in manafacturers catalogue). Providing & making of Facade screen using indigenous material, porcelain tile with metal/MS frame at required distance to support the same as per architect's approval. The cost shall include all necessary hardware, accessories, tools n tackles, supports etc. to complete the job in all respect as per approved design. Vendor shall submit the shop drawing for the same for approval.	66	M2		
83	4320373	CISE,OPENABLE PORCELAIN SLAB CLADDING SY	Same as above with openable prcelain slab panels syatem OPENABLE PORCELAIN SLAB CLADDING SYSTEM with Concealed Hinges Supply and installation of façade cladding using large-format porcelain slabs of approved make, size, thickness, finish, and shade as per Architect’s approval, including provision of openable panels integrated within fixed cladding system with concealed hinge mechanism. The system shall comprise a properly designed MS/GI/Aluminium sub-frame anchored to the building structure at required intervals, designed to support all loads and movement requirements. Porcelain slabs shall be fixed using approved mechanical concealed fixing system (undercut anchors, stainless steel clamps, brackets) along with compatible adhesive and sealant system as per manufacturer’s specifications. Openable panels shall be provided with concealed heavy-duty hinges, locking arrangement, handles/latches, and all necessary hardware to ensure smooth operation, alignment, and safety. The scope shall include backing framework, leveling, alignment, EPDM gaskets, silicone sealants, joint fillers, spacers, and all accessories required for a complete weather-resistant façade system, including façade screen arrangement where required. The contractor shall submit shop drawings, structural details, and mock-up for approval prior to execution, and the work shall include all tools, tackles, scaffolding, labour, and incidental works complete as per approved design and directions of the Architect/Engineer-in-Charge.	56	M2		
84	4303567	CISE,P/F porcelain Jalli	Supply & installation of Porcelain slab cladding in Jali design, including mechanical fixing system Supply & installation of porcelain slab/tile (including backing framework, adhesive, sealant) as specified in manafacturers catalogue. Providing & making of Facade screen using indigenous material, porcelain tile with metal/MS frame at required distance to support the same as per architect's approval. The cost shall include all necessary hardware, accessories, tools n tackles, supports etc. to complete the job in all respect as per approved design. Vendor shall submit the shop drawing for the same for approval.	56	M2		

85	4303698	CISE,P/F Perforated Jalli	Perforated Metal Jali Providing and installing perforated laser cut metal jali for external wall facade, ceiling, partition, or staircase or some other area, etc. applications as per the architect's customized laser cut design. The jali will be fabricated from metal (aluminum, steel, etc.) and finished with a durable powder coating in the architect's specified color. This includes surface preparation, cutting and perforating the metal as per the approved pattern, and precise installation to ensure structural integrity and visual appeal. The powder-coated finish should enhance durability, corrosion resistance, and a smooth aesthetic look. Vendor must submit a catalog of available perforation patterns, materials, and powder coat color options for architect's approval.	2	M2		
86	4320374	OPENABLE PORCELAIN JALI SLAB CLADDING SY	Same as above with openable prcelain slab panels syatem OPENABLE PORCELAIN JALI SLAB CLADDING SYSTEM with Concealed Hinges Supply and installation of façade cladding using large-format porcelain slabs of approved make, size, thickness, finish, and shade as per Architect's approval, including provision of openable panels integrated within fixed cladding system with concealed hinge mechanism. The system shall comprise a properly designed MS/GI/Aluminium sub-frame anchored to the building structure at required intervals, designed to support all loads and movement requirements. Porcelain slabs shall be fixed using approved mechanical concealed fixing system (undercut anchors, stainless steel clamps, brackets) along with compatible adhesive and sealant system as per manufacturer's specifications. Openable panels shall be provided with concealed heavy-duty hinges, locking arrangement, handles/latches, and all necessary hardware to ensure smooth operation, alignment, and safety. The scope shall include backing framework, leveling, alignment, EPDM gaskets, silicone sealants, joint fillers, spacers, and all accessories required for a complete weather-resistant façade system, including façade screen arrangement where required. The contractor shall submit shop drawings, structural details, and mock-up for approval prior to execution, and the work shall include all tools, tackles, scaffolding, labour, and incidental works complete as per approved design and directions of the Architect/Engineer-in-Charge.	56	M2		
87	4320375	CISE,P/F WPC Ceiling soffit panels	P/F WPC Ceiling soffit panels &F WPC sheet false ceiling of exterior grade in any colour or texture as approved by owner at all heights including providing and fixing of frame work made of special sections pressed from MS sheet/galvanised with zinc coating & the cost of making opening cutouts made with frame of perimitee channels suitably fixed complete as per drawing and specification. The cost shall include all labour, materials, scaffolding, cleaning, shop drawing if required etc to complete the job.	561	M2		
88	4303700	CISE,P/F WPC Board 12mm	Providing and installing WPC (Wood Plastic Composite) panels for the external façade, as per the architect's approved design. The UV-resistant, termite-proof, and weatherproof WPC panels shall be of high-density quality, ensuring durability, low maintenance, and aesthetic appeal. The panels shall be factory-finished in the required texture and color, securely fixed to an MS or aluminum framework with proper anchoring, and finished with protective coating for enhanced longevity.	93	M2		
89	4303702	CISE,P/F Terracotta wet cladding	Terracotta Clay wall tiles wet cladding Providing and fixing decorative terracotta tiles of varied designs on ceiling, wall, partition, floor, benches or any other surfaces as per the architect's customized design, including surface preparation, material procurement, installation, and finishing. Vendor must provide a catalog of available terracotta tile designs for the architect's selection.	11	M2		
90	4307881	CISE,Concrete Jalli Blocks	Concrete Blocks Providing and installing concrete jali/ non jali blocks for partitions, facades, or other architectural applications as per the architect's design. The jali blocks will be precast in specified sizes and patterns to allow for airflow, light, and decorative appeal, while maintaining structural strength. Includes surface preparation, material procurement, installation with mortar, and proper alignment to ensure stability and a clean finish. Vendor must provide a catalog of available patterns and sizes for the architect's approval.	5	M2		
91	4303697	CISE,PlF Fly Ash Jalli Blocks	Flyash customized Jali Blocks Providing and installing concrete jali blocks for partitions, facades, or other architectural applications as per the architect's design. The jali blocks will be precast in specified sizes and patterns to allow for airflow, light, and decorative appeal, while maintaining structural strength. Includes surface preparation, material procurement, installation with mortar, and proper alignment to ensure stability and a clean finish. Vendor must provide a catalog of available patterns and sizes for the architect's approval.	5	M2		
92	4207365	Prov./ Supply /Fab structural steel	Providing and Fixing of MS Framing/Columns for all support work to install the battens, polycarbonate sheet , terracota tile, external cladding material etc. or fix any as per design. The vendor shall provide the shop drawings for above mentioned with required framing for approval.	16	MT		
93	4253851	P&F Granite on Window Sill	Providing and fixing 15 mm thick stone on window sill/lintel in step fashion on 20 mm thick cement mortar 1:3 including polishing to exposed edges, cement float, filling joints with neat cement slurry mixed with pigment to match shade of marble, raking and finishing the joints with silicon sealant, curing, rubbing, polishing and cleaning complete at all levels. depth and size as per architects's approval	102	M		
				Total			
				Addl GST___ %			
				Total (Incl. GST)			

Special Notes:-

1. Bidder shall submit price strictly as per the above price schedule.

2. GST will be paid extra (if applicable) by the Owner as per the price schedule. Bidder to indicate the rate of GST in the price schedule.

Date:
Place:

(Authorised Signatory with company seal)
Name:
Designation:
Bidder Name:

Appendix 6: CSM F6 - Safety Competency Assessment Form (Template)

Name of the Vendor/Bidder:
Name of the Sub Vendor (If job is given to Sub Vendor):
Description of the Job:
Request for Quotation (RFQ) No.:

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

1. Proposed Manpower Deployment Schedule : -

Type of manpower	Qualification	Experience	Month 1	Month 2	Month 3	……
Project /*AMC Manager(R7)*						
Site In Charge						
Safety Manager						
Safety Officer						
Supervisors						
Technicians						
High Skilled workmen						
Skilled workmen						
Semiskilled workmen						
Lineman						
Helpers						
Drivers						
Unskilled						
Others(R7)						

Instruction to Bidders:

i. Indicate the overall site manpower deployment schedule as above
ii. Indicate direct or subcontracted employees by using color code given below:
Direct Bidder Employee – Green
Partly Direct / partly Subcontracted – Yellow
4.0.1 **Subcontracted – Red** *If subcontractor detail is not available at stage of Bid evaluation, then this can be agreed with Order manager or Engineer in charge before deployment Ensure that all sub-contractors follow the Tata Power Safety Procedure and agreed CSM F9 Site Safety Management Plan*.**R7**

iii. Against each category, indicate minimum educational qualification and work experience
iv. Add rows to include other specialized manpower, if any.

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v. Extend columns to cover the entire duration of the proposed contract.
vi. If the operation is in shifts, then indicate shift in charge and / or safety officers required for each shift operation.

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

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

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

3. Safety Records:

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

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

In case of no fatalities, LWDC during any year, the form may be filled stating NIL against the respective year. Bidders are encouraged to also submit the RCA / incident investigation reports and the learning's implemented out of the above reported incidents

4. Job Safety Plan/ Method Statement:

Bidder to provide / enclose a detailed Site/Job Safety Plan along with a Method statement detailing the execution philosophy (how the bidder intends to execute the Job/Project), identifying all key activities which are required to be performed by the contractor at Site.

Bidder to also list down all high-risk activities and provide the Hazard Identification and Risk Assessment (HIRA) for all such high-risk activities involved in the site work.

(Use Method Statement template attached as Appendix 9)

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5. ***PPE Requirement -R7***

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

6. ***Vehicle Deployment*:** Bidders to provide details of all vehicles deployed during execution of work-(R7)

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

7. ***Crane Deployment***-(R7)**:** Bidders to provide details of crane to be deployed during the execution of work as and when required. Bidders to provide approved new gen crane ACE Model SX150, ACE FX150 and Escorts Model TRX 1550.

Sl No	Crane No	Location	Year

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8. ***Training Records***-(R7)**:** Bidders to provide training records of employees deployed for the execution of work during last one year. These training includes OHS (Occupational Health and Safety) Training, Training on SOP/Work Procedures and Medical Emergency trainings imparted at their own facility, cost, and expenses. Bidders to provide the following details:

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

9. ***Rewards and Recognition***-(R7)**:** Bidders to provide the details of process deployed in their organization for sharing and resolution of safety concerns raised by their employees. Also, bidders to provide the details of Rewards and Recognition process in their organization for safety to encourage the morale of their workforce.

10. **Management System Certification: -**

Sr.No	**Certification**	**Yes / No**	**If Yes, Year of Certification**	**If No, Target date for Certification**
1	ISO 9001			
2	ISO 14001			
3	ISO 45001			
4	Any other (Specify….)			
Note: Please attach certificates to support above. In case not accredited for above but applied for, application letters may be attached.				

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Sr. No.	TOPIC	PRINCIPLES OF TERMS & CONDITIONS
1	**GENERAL**	The Tata Power Company Limited (TPCL) invites sealed bid through Ariba online system for: "**FAÇADE WORKS FOR SECURITY COMPLEX AND RENOVATION OF SECURITY CHECK-IN ZONE AT TROMBAY THERMAL POWER STATION, CHEMBUR, MUMBAI**" The following Special Conditions of Contract (SCC) shall supplement the General Terms and Conditions. Wherever there is a conflict, the provisions herein shall prevail over those in the "General Terms and Conditions" (GTC).
2.	**BRIEF SCOPE OF TENDER**	Brief scope of work for each Lot is as follows: **Lot 1:- Renovation of Security Check-In zone, Trombay-** Scope includes enhancing the external look of Security check in counters at Trombay Thermal Generating Plant comprising dismantling of existing infrastructure, masonry works, tiling works, doors & windows works, false ceiling works, electrical works, carpentry works, plumbing, plastering & painting, cladding & glass glazing, landscape development, etc. **Lot 2:- Façade works for Security Complex, Trombay-** Scope includes enhancing the external look of Security Complex (Round Building) at Trombay Thermal Generating Plant comprising dismantling of existing infrastructure, repairs to existing façade, façade works (cladding & glass glazing) & associated civil works including scaffolding, repair / diversion of pipelines, wall panelling woks, tiling works, false ceiling works, electrical works, carpentry works, waterproofing works, masonry, plastering & painting, structural fabrication works, providing & fixing Tata Power Logo & other beautification works, etc. Detailed scope shall be as per Scope/ Technical specifications/ Drawing/ Layout/ BOQ attached with RFQ.
3.	**BID VALIDITY**	The Bid Price shall remain valid for a period of 180 days reckoned from the date of opening of the bids.
4.	**CONTRACT PRICE AND CONTRACT STRUCTURE**	Prices to be quoted strictly as per the attached Price Schedule. This shall be Unit Rate Contract with unit rates remaining firm and fixed till tenancy of contract. Payment will be done based on the actual executed quantities duly certified by Order Manager. All supplies shall be on DAP site basis.
5.	**APPLICABLE TAXES AND DUTIES**	All indirect taxes, duties, levies including BOCW cess, entry/local municipal taxes if any etc. in relation to the execution of this Contract shall be included by the

		Contractor in the quoted price. Only GST shall be payable extra by the Owner as per the Price Schedule. Bidder to indicate GST rate in the Price Schedule.
6.	**EFFECTIVE DATE/ CONTRACT PERIOD / DELIVERY/ WORK COMPLETION SCHEDULE**	The Effective Date (ED) of the contract shall be from the date of issue of Letter of Award (LoA)/ Purchase Order (PO), whichever is earlier. Work completion period for individual phase shall be as follows: **Lot 1-** The entire works for Renovation of Security Check-In zone, Trombay Thermal Power Station shall be completed as per the scope within 120 days from ED **Lot 2-** The entire works for Façade for Security Complex, Trombay Thermal Power Station shall be completed as per the scope within 150 days from ED Each phase may be awarded to same or different bidder at sole discretion of Owner. In case both lots (Lot 1 & 2) are awarded to single bidder, the works shall be completed simultaneously as per above lot wise completion schedules.
7.	**CONTRACT PERFORMANCE BANK GUARANTEE**	Contractor shall submit within 15 days of the Effective Date an unconditional and irrevocable Bank Guarantee (CPBG) payable on demand strictly as per prescribed format of Owner for a sum equivalent to 10% of the Basic Contract Value, valid till end of Defects Liability Period and having a claim period of 6 months beyond the expiry date. An amount equivalent to CPBG shall be retained from Contractor's bills payable till such CPBG is submitted by Contractor. Such amounts shall be released to the Contractor on submission of CPBG.
8.	**TERMS OF PAYMENT**	Monthly running bill shall be payable for the actual executed quantities duly certified by Order Manager. All invoices shall be payable within 60 days (45 days for MSME vendor) against receipt of error-free and commercially clear invoice. All payments shall be subject to deduction of LD charges, TDS as applicable.
9.	**WARRANTY / DEFECT LIABILITY PERIOD**	1. Defects Liability Period shall be for 12 (Twelve) months from the date of issuance of completion certificate issued by the Owner/Project Manager to the Contractor for the respective Phase for individual Lot (as defined in work completion schedule). Defects if any observed during the Defects Liability Period shall be rectified by the Contractor free of cost failing which Tata Power may get the same rectified by any third party and recover all such costs plus overhead from the Contractors. 2. For components/ items specified for longer warranties in the Scope/BOQ/ Technical specifications than those stated above, the period of guarantee shall be as per the Scope/ BOQ/ Technical specifications.

10.	**LIQUIDATED DAMAGES FOR DELAY**	In case of delay beyond agreed completion schedule for individual lot (as defined in work completion schedule), LD shall be applicable at the rate of 1% of contract value per week or part thereof delay beyond the completion schedule for individual lot subject to maximum cap of 10% of contract value.
11.	**CONTRACTOR ALL RISK INSURANCE FOR SITE WORKS**	Bidder shall take all necessary insurances of adequate sums (however not less than 110% of Contract Price) to cover all its manpower / material / resources including 3rd party general liability insurance / workmen compensation policy as applicable. In the event of any loss or damages or any accident etc., Bidder shall make all claims directly with his insurer. Any difference between the claims settled and the actual value of loss shall be borne by Bidder. Bidder will bear the additional costs for replacements if any and ensure timely delivery as mutually agreed. Owner shall not be responsible for any loss or damage whether by accident or otherwise to equipment or material or to any personnel of Bidder.
12.	**ACCEPTANCE ON PF & ESI AND OTHER STATUTORY COMPLIANCES:**	Bidder shall have the PF & ESI registration and will comply with all statutory requirements and submit documentary evidence towards the same. This will include monthly wages register, PF & ESI challans for demonstrating compliance for minimum wages, PF & ESI for each individual employee in accordance with the wage register. The compliance statement with supporting challans will be submitted every month as per the timelines prescribed by Owner. PF, ESI & other statutory compliance of the previous month must be attached with the Invoice of any given month for release of service payments. The Bidder shall comply to the requirements stated under Vendor Declaration Compliances Form (V12) attached as Volume F7 pertaining to guidelines of the Central Electricity Authority and provide the undertaking as per the form prescribed therein towards the statutory compliances / site operating procedures compliances. Bidder shall also provide medical report for all his employee at the time of joining without any cost to Owner.
13.	**LODGING, BOARDING, TRAVEL AND LOCAL CONVEYANCES:**	Prices shall be inclusive of boarding & lodging, travel costs, local conveyances of any nature and no separate payment on any of these accounts admissible. Bidder shall arrange for accommodation of his personnel outside Site premises only (accommodation inside the Site premises shall not be permitted).
14.	**SAFETY T&CS**	Bidder shall comply with all Safety Terms and Conditions of Tata Power annexed to the tender document and revised time to time. All workers shall undergo TPSDI L1, L2 and L3 training as per Safety terms and condition as per Tata Power terms and condition and cost towards this training shall be included in the quoted prices. These TPSDI trainings are imparted at various Tata Power Skill Development Institutes including the one in Trombay, Mumbai at nominal rates. The current cost and duration of each training are as given in Annexure-I. These rates shall be subject to change at the discretion of TPSDI.

		No escalation in view of such changes if any on this account shall be payable to contractor.
15.	**OTHER CONDITIONS**	i) Bidder shall arrange Power supply and Water required to carry out the work at site. ii) Successful Bidder shall prepare and submit work methodology and shall mobilize their resources as per TPC approved methodology. (Methodology for High-risk job) iii) Bidder shall have Scaffolding erection team including certified scaffolders and material.

Annexure I

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

1.0 DEFINITION OF TERMS AND PRELIMINARY CONDITION OF CONTRACT

1.1 **DEFINITIONS:**

1.1.1 In the Contract (as defined below), unless the context requires otherwise the words and expressions defined below shall have the meaning hereinafter assigned to them.

1.1.2 "Affiliate for Owner" shall mean an entity controlled by a Party directly or indirectly through ownership of voting securities or by Contract or otherwise. "Affiliate for Contractor" shall mean an entity controlling, controlled by, or under the common control with, a Party directly or indirectly through ownership of voting securities or by Contract or otherwise.

1.1.3 "Annexure" means all appendices, annexure and schedules annexed to this Contract or incorporated by reference herein and shall include all amendments and revisions thereto made by mutual agreement of Owner/Project Manager and Contractor in accordance with the provisions contained in this behalf in this Contract.

1.1.4 "Applicable Laws" means all laws, treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, judgements, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any Governmental Instrumentality, court or statutory or other body having jurisdiction over construction of the Facility on the Facility Site, performance of the Work or supply of Goods, including Applicable Permits, as may be in effect at the time of performance of work or supply of Goods hereunder by the Contractor, which time would include Defects liability period as appropriate, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Contract hereto, the standard set forth in the contract hereto shall be deemed to be the standards under Applicable Laws.

1.1.S "Applicable Permits & Clearances" means any and all permits, clearances, authorizations, consents, licenses (including without limitation any import or export licenses), lease, ruling, exemption, filing, agreements, or approvals, required to be obtained or maintained in connection with construction of the Works on the Site, performance of Work, respectively by the Contractor and the Owner/Project Manager in accordance with the Contract and their maintenance, as may be in effect at the time of Contractor's performance of Work or supply of Goods hereunder.

1.1.6 "Bid" means the offer of the Contractor to the Owner/Project Manager in response to the Tender Document as set forth in the Final Proposal.

1.1.7 "Business Day" means a day other than a Sunday or public holiday on which banks are open for domestic business in the city/area where project site is located.

1.1.8 "Cause" in relation to the revocation or amendment of any Permit means any fact or circumstance, including without limitation any default, neglect or failure to abide by any of the terms and conditions of such Permit.

1.1.9 "Change in Law" means the occurrence of any of the following after the Effective Date of this Agreement.

a) The enactment of any or issuance of any new Indian law that becomes applicable law

b) The amendment or repeal, or re-enactment of any existing Applicable law

c) A change in the interpretation or application or enforcement of any Applicable Law by Government instrumentality

d) The revocation or cancellation of any Applicable Permit unless due to a cause attributable to the Contractor.

"Change in Law" shall however exclude:

a) Any change in minimum wages or change in market labour rates whether or not arising out of or pursuant to any new enactments of labour laws including but not limited to Payment of Minimum Wages Act and including periodic revisions in the minimum wages announced by the authorities which shall be deemed to be factored in the Contract Price / price variation clause if any mutually agreed.

b) Any changes in price of fuels (petrol and diesel), oils and lubricants or the likes pursuant to any ministry/ government notifications thereon which shall be deemed to be factored in the Contract Price/ price variation clause if any mutually agreed.

c) Any inflation of basic price of input materials which shall be deemed to be factored in the Contract Price/ price variation clause if any mutually agreed.

1.1.10 "Change Order" means a written order from the Owner /Project Manager to the Contractor after the Effective Date of the Contract requiring a change in any part of the Work or supply of Goods that may involve:

a) A change in the Scope of Work or supply of Goods,

b) An additional Work or supply of Goods,

c) The omission of a portion of the Work or supply of Goods or

d) If appropriate, an adjustment in one or more of the (i) Contract Prices, (ii) Completion Dates, (iii) Milestone Payment Schedule, (iv) any of the Performance Guarantees, or (v) any provision of this Contract including any Annexure or Schedule hereto or

e) Any of the above in combination.

1.1.11 "Change Order Notice" means a written proposal issued and signed by Owner/Project Manager requesting a change, submitted to Contractor by Owner/Project Manager.

1.1.12 "Change Order Request" means a written notice to Owner/Project Manager issued by Contractor indicating that a change order is required in connection with the performance of the work or supply of goods.

1.1.13 "Commissioning" shall mean integrated activity covered under "Preliminary Operation", "Initial Operation", "Trial Operation" and carrying out "Tests before Taking-Over" of Relevant Package under the Contract.

1.1.14 "Contract" means the documents as set out in the form of Contract Agreement in relation to the Work between the Parties as may be amended, supplemented or modified from time to time by agreement in writing between the Parties.

1.1.15 "Contract Period" or "Period of Contract" or "Contract duration" means the period from the Effective date up to and including the last day of the Defect Liability Period.

1.1.16 "Contract Price" or "Contract Value" or "Contract Sum" means the lump sum fixed price or unit rates of items as stated in the Contract or such price as may be modified and as payable by the Owner/Project Manager to the Contractor in consideration of it performing the Works or supply of Goods including all obligations of the Contractor under and in accordance with the provisions of the Contract.

1.1.17 "Contractor's Works" shall mean the places which are used by the Contractor or any of its sub-vendor / Sub-contractor for the manufacture of equipment or fabrication of materials for the performance of Work.

1.1.18 "Contractor's Equipment" means all machinery, apparatus, equipment, appliances, Materials, items and other things (other than temporary Works) of whatsoever nature required for the execution and completion of the Works, performance of the Contractor's obligations under the Contract including supply of Goods and Work, establishing of Performance Guarantees, and the remedying of any defects and deficiencies, but does not include equipment, apparatus, appliances, machinery, Materials, items and other things of whatsoever nature intended to form or forming part of the Works or Relevant Package or the Plant/Facilities.

1.1.19 "Contractor" means the entity / person / joint venture or consortium whose Bid has been accepted by the Owner/Project Manager and is awarded the Works under this Contract, and the legal successors in title to such person who satisfies the qualification criteria set forth in the Tender Documents.

1.1.20 "Contractor Permits" means all Permits, required by the Contractor from any Government Instrumentality for the performance of his obligations.

1.1.21 "Contractor's Representative" means the person named as such in the Contract or other person appointed and from time to time communicated in writing to the Owner/Project Manager by the Contractor in his place in accordance with the terms of the Contract.

1.1.22 "Contractual Time for Completion" shall mean the timeline set forth for the successful completion of all the Works including 'Tests before Taking Over' and issuance of Provisional Acceptance Certificate (PAC) by the Owner/Project Manager as per clause 8.1 of this Section.

1.1.23 "Completion of Works" shall mean successful completion of all Works including Performance Tests (if any) and 'Tests Before Taking Over' and issuance of Final Acceptance Certificate (FAC) by the Owner/Project Manager as per clause 8.2 of this Section.

1.1.24 "Consultant" or "Engineer" shall mean Consulting Engineers appointed by the Owner/Project Manager for the Project and shall include their duly authorised representatives.

1.1.25 "Day" means a calendar Day of 24 (twenty-four) hours and "Year" means 365 (three hundred and sixty-five) days.

1.1.26 "Documents" means and includes all design documents, engineering documents, Drawings, calculations, computer software (programs), computer media, samples, patterns, models, construction documents, erection documents, Operation and Maintenance Manuals, and other manuals, and the like as well as, all other data and information to be submitted by the Contractor and shall include without limitation, engineering, design and construction drawings, data sheets, specifications, plans, bills of Materials and estimates.

1.1.27 "Drawings" shall mean all:

a) Drawings furnished by the Owner/Project Manager or the Consultant.

b) Supplementary drawings furnished by the Owner/Project Manager or the Consultant to clarify and to define in greater detail the intent of the Contract.

c) Drawings submitted by the Contractor with his proposal provided such drawings are acceptable to the Owner/Project Manager or the Consultant.

d) Engineering data and drawings submitted by the Contractor during the progress of the Work under the Contract, provided such engineering data and drawings are acceptable to the Consultant or the Owner/Project Manager.

1.1.28 "Effective Date" or "Effective Date of Contract" or "Date of award" means the date on which the Contract comes into force and effect, i.e. the date of issue by the Owner/Project Manager of the Letter of Intent or Notice to Proceed or as defined in the Contract Agreement.

1.1.29 "Facility" or "Plant" means, collectively, the Relevant Package, other Packages either awarded or to be awarded at a later date to Other Contractors and other apparatus, appliances, machinery, equipment, components and other Works, together with all auxiliaries, Materials, apparatus, appliances others things whatsoever and related buildings as an integrated whole, including without limitation all systems and sub-systems thereof and related facilities, including without limitation any and all appliances, parts, instruments, appurtenances, accessories and other property that may be incorporated or installed in or attached to or otherwise become part of the Plant or as envisaged in the Contract or which otherwise constitutes a part of the Facility and located on Site.

1.1.30 "Final Take-over" means the acceptance by the Owner/Project Manager of the Works as a whole in accordance with Contract.

1.1.31 "Final Payment Certificate" means the payment certificate issued by the Owner/Project Manager or his Representative thereof to the Contractor.

1.1.32 "Financing Document" means any document relating to the: Debt or equity financing to the Owner/Project Manager for provision offunds for the development, Design, construction and /or operation of the Plant; or funds for refinancing part or whole or take-out of any such financing.

1.1.33 "Force Majeure Event" shall have the meaning set forth in clause no. 17.0 of these Conditions of the Contract.

1.1.34 "Foreign Currency" means a freely convertible currency, specified in the Schedule of Prices mentioned elsewhere in Contract in which part of the Contract Price is payable, but not Indian Rupees.

1.1.35 "General Conditions of Contract" means also referred as "GCC" means these Terms and General Conditions of Contract as mutually amended in accordance with the provisions contained in this behalf herein as applicable to scope of supply of Goods or Works.

1.1.36 "Goods" means all of the materials, equipment, machinery, apparatus, appliances, components and/or other Materials and things, which the Contractor is required to supply to the Owner/Project Manager under the Contract.

1.1.37 "Good Engineering Practices" means those practices, methods, acts, techniques and standards as may be followed or employed in the performance of the Work or supply of Goods and discharge of its obligations by the Contractor and which (i) are generally accepted internationally for use in the Construction and electric utility industry, taking into account conditions in India, in connection with the works of the same or similar size and type as the Relevant Package, (ii) are commonly used in prudent engineering, construction, project management and operations, and (iii) would be expected to result in performance of the Services and completion of Works in a manner consistent with Applicable Laws, Applicable permits, reliability and safety.

1.1.38 "Government Instrumentality" or "Government" means the Government of India, the Government of State and any other State, or any political subdivision, ministry, department, agency, corporation, commission or any regional, local or municipal authority or governmental body thereof or any other governmental or statutory body under the direct or indirect control of

the Government of India or Government of State or of any other State, or of any political subdivision, ministry, department, agency, corporation, commission, or any regional, local or municipal authority or governmental body thereof, and shall include without limitation any other governmental or statutory body having jurisdiction over the facility or over the performance of any part of Work or the Works or any obligation of the Contractor or the Owner/Project Manager under the Contract.

1.1.39 "Guaranteed Completion Date" or "Guaranteed Completion Dates" means, individually or collectively, the date by which contracted Works for the Relevant Package shall be completed as per the agreed Contractual Time for Completion.

1.1.40 "Hazardous Materials" means (i) hazardous materials, hazardous wastes, hazardous substances, toxic substances or contaminants as those terms are defined under any environmental law or regulation, including, but not limited to, Applicable Laws, and in the regulations adopted or promulgated pursuant thereto; (ii) petroleum and petroleum products including crude oil and any fractions thereof; (iii) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; and (iv) any substance that, whether by its nature or its use, is subject to regulation under any environmental law or with respect to which any applicable environmental law or any Governmental Instrumentality requires environmental investigation, monitoring or remediation.

1.1.41 "Inspector" shall mean the authorised representatives appointed by the Owner or Project Manager or the Consultant or Owner's/Project Manager's Third-Party Inspection Agency for purpose of the inspection of materials/ Equipment/ works/ Services.

1.1.42 "Intellectual Property" means copyrights conferred under statute, common law or equity in relation to inventions (including patents) registered and unregistered trademarks and service marks registered and unregistered designs, circuit layouts, confidential information, proprietary information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields."

1.1.43 "Interim Payment Certificate" means any payment certificate other than Final Payment Certificate, issued by the Owner/Project Manager.

1.1.44 "Latent Defect" shall mean the defects inherently lying within the Goods or Works which do not manifest during normal inspections carried out by the Owner/Project Manager or the defects inherently lying within the Goods or Works or the Relevant Package which do not manifest during the normal operations and maintenance of the Relevant Package / Plant during the Defects Liability Period.

1.1.45 "Liquidated Damages" means the appropriate measures of the damages for such delays or such shortfalls in performance by the Contractor and are neither penalty nor consequential damages sustained by Owner/Project Manager as a result of such delays and/ or shortfalls, as set forth in relevant clause hereof.

1.1.46 "Manuals" means all the various instruction manuals to be provided as per the Contract by the Contractor and shall include Manuals described in Specifications or General Conditions of Contract.

1.1.47 "Manufacturer" means any entity or firm who is the producer and furnisher to the Contractor of any material or designer and fabricator of any equipment/ systems which is to be incorporated in or forms part of the Piant / work.

1.1.48 "Materials" means Goods and other things of all kinds to be provided and incorporated, to be used in the permanent Works/ Plant/ Works by the Contractor, including Goods purchased by

the Owner/Project Manager and supplied to the Contractor or as a free issue or the supply-only items (if any) which are to be supplied by the Contractor under the Contract.

1.1.49 "Milestone Payment Schedule" means the document which sets forth the limits of payments to be released (worked out, inter alia, on the basis of payment terms agreed by the Owner/Project Manager) by linking such payment limits (in terms of percentages) with detailed milestones commencing from the Effective date. Such percentages shall be with reference to the Contract Price.

1.1.50 "Month" shall mean calendar month or a period of 30 (thirty) days as relevant to the context.

1.1.51 "Monthly Progress Report" or "Progress Report" means a progress report of the Works meeting the requirements set forth in Specification hereto or as instructed by the Owner/Project Manager.

1.1.52 "Notice in Writing" or "Written Notice" shall mean a notice in writing, typed or printed or hand written characters, sent (unless delivered personally or otherwise proved to have been received) by registered post or by electronic transmission to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post or by electronic media it would have been delivered.

1.1.53 "Other Contractor" shall mean Contractors engaged by Owner/Project Manager for carrying out other works / work packages and other allied infrastructure facilities required for the Facility / Project.

1.1.54 "Owner" shall have the meaning as defined in the Special Conditions of Contract (SCC) or shall mean The Tata Power Company Limited (in case not defined in SCC) in the in its capacity as Owner of the Facility and the Works and shall include its successors and assigns, as well as authorised officers. "Project Manager" shall have the meaning as defined in the sec (or shall mean The Tata Power Company Limited (in case not defined in SCC) and shall include its successors and assigns and shall include the authorised officers who can act as Owner's/Project Manager's representative for the Contract.

1.1.55 Owner's/Project Manager's Representative" means the person appointed by the Owner/Project Manager from time to time and notified as such to the Contractor to act as Owner's/Project Manager's Representative for the purposes of the Contract.

1.1.56 "Owner's/Project Manager's Instructions" shall mean any drawings, instructions, details, directions and explanations, in Writing issued by the Owner/Project Manager or the Consultant from time to time during the subsistence of the Contract.

1.1.57 "Owner/Project Manager Permits" means the permits, authorisations, consents and approvals required by the Owner/Project Manager to own, posses, operate and maintain the Works and to operate it for intended purpose.

1.1.58 "Party" means Owner/Project Manager or Contractor individually and "Parties" means Owner/Project Manager and Contractor collectively.

1.1.59 "Permanent Works" means the Permanent Works, equipment and Materials including all civil, electro-mechanical works designed, engineered, manufactured, installed, erected, supplied, executed, commissioned or tested in accordance with the Contract and which form part of the Facility.

1.1.60 "Performance Guarantees" or "Warranty" shall have the meaning set forth in Technical Specifications of Contract.

1.1.61 "Performance Test" means, the test to be carried out in accordance with the provisions of Technical Specifications of Contract to prove and establish the Performance Guarantees as per Technical Specifications of Contract.

1.1.62 "Permit" means any valid permit, authorisation, license, registration, approval, consent, waiver, and exemption, No-Objection Certificate, Approval, variance, franchise or any similar order of or from any Government Instrumentality, court or other body having jurisdiction over the matter in question.

1.1.63 "Person" means any individual, corporation, partnership, association, joint stock Company, trust, unincorporated organisation, Hindu undivided Family, joint venture, consortium, government or political subdivision or agency thereof.

1.1.64 "Preliminary Operation" means all activities undertaken as part of Commissioning after Civil and Mechanical Completion up to commencement of Initial Operation and shall include mechanical and electrical checkouts, calibration of instruments and protection devices, Commissioning of sub supporting systems and chemical cleaning of the system/equipment covered under Contract.

1.1.65 "Project" shall have the meaning as defined in the SCC and shall include the Facility and all the Works that are necessary for the Project.

1.1.66 "Project Documents" mean collectively this Contract, the State Implementation and Support Agreement, the Land Lease Agreement, Transportation Agreement and any other contracts entered into or to be entered into by the Owner/Project Manager with Other Contractors in connection with the Project including without limitation any contracts for Related Works.

1.1.67 "Provisional Acceptance" or "Take-over" means the provisional acceptance by the Owner /Project Manager of the Works, pursuant to the provisions of hereof.

1.1.68 "Prudent Utility Practices" means those practices, methods, equipment specifications and standards of safety and performance, as the same may change from time to time, as are generally accepted for use in electricity generating utilities taking into account conditions in India and commonly used in prudent electricity generation utility engineering and operations including design, engineering construction, erection, installation, Commissioning, testing, operation of the equipment comprised th erein lawfully, safely, efficiently and economically for facilities of the type and size similar to the Project and that generally conforms to the Equipment Manufacturer's operation and maintenance guidelines and also any guidelines provided in this regard by any Government or statutory organisation or a Rating agency and the like.

1.1.69 "Punch List" means the list prepared by Owner/Project Manager at the time of Provisional take - over and thereafter periodically revised by Owner/Project Manager as necessary, and in any case updated by Owner/Project Manager within 20 (twenty) days following Owner's/Project Manager's receipt of a Notice of Final take-over, in each case with the full co-operation of Contractor, which list shall set forth certain items of Work which remain to be performed by the Contractor in order to ensure that the Works fully complies with all of the standards and requirements set forth in the Contract.

1.1.70 "Related Works" shall mean other than the Work under the Contract performed or to be performed by the Owner/Project Manager or Owner's/Project Manager's Other Contractors in connection with the Facility either prior to, concurrently or subsequently with the Works within or outside the Site with whom the Contractor shall co-ordinate and interface his activities covered by the Contract.

1.1.71 "Relevant Package" means, design (if applicable), engineering (if applicable), manufacturing, shop fabrication, assembly, testing and inspection at supplier's work, packing, dispatch, shipping,

inland transportation to Site, insurance up to time of Taking Over, delivery at Site, receipt, unloading, handling, storage and in-plant transportation at Site, site fabrication, erection installation, testing, commissioning, performance testing (as applicable) and handing over of the subject package as per the Requirement Specifications/ Scope of Work defined in the Technical Specifications.

1.1.72 "Schedule" shall have the meaning set forth in relevant clause hereof.

1.1.73 "Site" or "Project Site" means all those parcels of land owned by Owner/Project Manager on which the Works will be located, as more particularly identified on the site plan and described in Drawings forming part of Contract hereto.

1.1.74 "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 sub-contracted and the legal successors in title to such Person, but not any assignee of such Person.

1.1.75 "Take- over" or "Taking Over" shall mean taking-over of the Works for the purpose envisaged under the Contract upon completion of the Performance Tests and fulfilling the conditions as mentioned in relevant clause hereof.

1.1.76 "Take-over Certificate" means the certificate issued under relevant clause hereof.

1.1.77 "Temporary Works" means all temporary works of every kind (other than Contractor's equipment) required for the execution and completion of the Works and the remedying of any defects.

1.1.78 "Tender Documents" means the Invitation to Bid together with all documents & amendments thereto and clarifications if any issued by the Owner/Project Manager or the Consultant from time to time in respect thereof.

1.1.79 "Tests" means all tests to be undertaken by the Contractor under or pursuant to the Contract including all the tests set forth in Technical Specifications.

1.1.80 "Tests before Take-over" means the tests prescribed in the Technical Specifications mentioned elsewhere in the Contract and any other such tests as may be agreed between the Owner/Project Manager and Contractor or instructed as a Change Order, which has to be carried out by the Contractor before the Taking Over of the Works.

1.1.81 "Trial Operation" shall have the same meaning as per Technical Specification of Contract.

1.1.82 "Technical Specifications" or "Specification" means all the specifications, drawings, datasheets, BOQ, scope etc which are part of Contract and which form part of technical, performance, workmanship, warranty, scope and all other requirement of the Works as stated therein.

1.1.83 "Warranty Period" or "Defects Liability Period" shall have the meaning as elaborated in Clause no. 10.2.

1.1.84 "Works" or "Services" means all the work and obligations of the Contractor under the Contract including without limitation, the work and services briefly described in Specifications including permanent works and temporary works as appropriate under the Contract.

1.1.85 "Writing" shall include any manuscript, typewritten e-mail or printed statement, under or over signature and/or seal of the originator or author as the case may be.

1.2 **Headings and Marginal Notes**

1.2.1 The section headings and marginal notes are not part of these Conditions and shall not be taken into consideration in their interpretation.

1.3 **Interpretation**

1.3.1 Words importing Persons or Parties shall include related firms and corporations and any organisation having legal capacity. Words importing the singular also include the plural and vice versa where the context requires. Words importing one gender also include other genders.

1.3.2 Unless inconsistent with the provisions of the Contract, the meaning of any shipping terms and the rights and obligationsof the parties there under shall be as set forth in the latest International Chambers of Commerce (ICC) official rules for interpretation of trade terms as per "INCOTERMS 2020".

1.3.3 The term Contractor shall include its Sub-contractor as the context requires.

1.4 **Law, Language and Measurements**

1.4.1 Applicable law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner/Project Manager and the Contractor under this Contract shall be governed and determined by the Laws of State and of the Republic of India.

1.4.2 The official text of this Contract shall be English, regardless of any translation that may be made for the convenience of the Parties. All correspondence, information, literature, data, manuals, definitive documents, notices, waivers and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English language only.

1.4.3 All measurements shall be in metric system.

1.5 Stamp Duty and Similar Charges

The costs of stamp duties and similar charges imposed by the Applicable Law (including but not limiting to Indian Stamps Act & Indian Registration Act) on the Contract or Agreement or any part thereof shall be borne by the Contractor.

1.6 **Effective Date of Contract**

The Contract shall be deemed to have come into force and effect from the date of issue of the Letter of Intent (LOI) or Purchase Order (PO) by the Owner/Project Manager to the Contractor or date of signing of the Contract/ Contract Agreement whichever is earlier.

1.7 **Priority of Documents**

The order of precedence of the following documents shall be as listed herein below. The Contractor is deemed to have full knowledge and understanding of the contents of all the documents whether contained in or incorporated by reference thereto, and accepted all the terms and conditions contained therein:

a) The Contract Agreement including Special Conditions of Contract, and General Conditions of Contract, Schedule of Prices, all Schedules and Appendices, Technical Specifications

b) Owner's Letter of Intent to the Contractor

c) Post tender correspondence including jointly signed minutes of meetings with the Contractor and jointly signed record notes of tender negotiations

d) Tender document

The order of precedence for Annexures to Contract Document shall be as listed herein below:

(i) Contractor's Implementation Plan including Contractor's Organization and Key Personnel

(ii) Approved list of Sub-contractors & Vendors

(iii) Responsibility Matrix for Permits, Approvals and Clearances as they shall apply to this Contract Agreement

(iv) Owner's / Project Manager's Contractor Safety Terms & Conditions, Health Safety & Environment Policies, Responsible Supply Chain Management and Sustainability Policies

In the event of any ambiguity or conflict between any of the foregoing Contract Document, the Contractor shall prior to the commencement of supplies or work be deemed to have clarified from the Owner/Project Manager any such ambiguities or conflicts.

1.8 Documents on **Site**

The Contractor shall keep on the site one complete set of the Contract, the Documents, Change Orders, communications given or issued under various clauses duly authenticated by the Owner's Representative. These Documents shall be either true copies or original documents, the same being verified as true copies by Owner's Representative. The Owner/Project Manager, the Owner's Representative and his delegates (as referred to in sub-clause 2.4) shall have the right to use such Documents at all reasonable times.

1.9 **Communications**

All certificates, notices, instructions, communications, consents, approvals, orders or determination to be given to the Contractor by the Owner/Project Manager or the Owner's Representative, (in as many copies required) and all notices or communication, to be given to the Owner/Project Manager or to the Owner's Representative by the Contractor, shall be in Writing and may either be delivered by hand against written acknowledgement of receipt, or be sent by airmail or one of the agreed systems of electronic transmission as agreed by the Owner/Project Manager. The Contractor shall maintain a separate set of copies of all the inward and outward correspondences which should be produced at any time if need be. The Contractor shall act or modify actions only on the basis of valid written communications received from the Owner/Project Manager/ Owner's representative and would need to provide the documentary evidence (correspondences received from Owner/Project Manager/ Owner's Representative) if required by the Owner/Project Manager.

1.10 **Provision of** Documents

1.10.1 The Documents referred to in Technical Specifications shall be in the custody and care of the Contractor. The Contractor shall furnish to the Owner/Project Manager/ Owner's Representative Documents, Drawings, etc. as per Technical Specifications.

1.10.2 In addition, and without prejudice to the foregoing, the Contractor shall provide to the Owner/Project Manager "as built" Drawings of the Relevant Package consequent to Provisional Acceptance and only after the delivery of such as built Drawings, the Final Acceptance shall take effect.

1.11 **Contractor's Use of Owner/Project Manager's Documents**

1.11.1 Copyright in the Owner/Project Manager's requirements and other Documents issued by the Owner/Project Manager or the Owner's Representative to the Contractor shall (as between the parties) remain the property of the Owner/Project Manager. The design, engineering, Drawings

and Works layout shall be with the Owner/Project Manager. Contractor may, at its Cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the Owner/Project Manager's consent, be used, copied or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract including performance of Work.

1.11.2 The Contractor shall indemnify and hold Owner/Project Manager, harmless from time to time from and against any all losses, claims, suits, proceedings, taxes, penalties, liability, damages, costs and expenses, suffered or incurred, arising out of or in connection with breach of this clause by the Contractor. If these Documents are received by a third party from the Contractor and the third party makes use of these Documents to cause harm or monetary loss to the Owner/Project Manager or use these Documents for their personal gain / monetary gain, the Contractor shall compensate the Owner/Project Manager for the loss suffered as well as for the value of gain derived by third party.

1.12 **Confidential Details**

1.12.1 The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out his obligations hereunder. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the prior consent in writing of the Owner/Project Manager at the Owner/Project Manager's sole discretion.

1.12.2 The Contractor shall indemnify and hold Owner/Project Manager harmless from time to time from and against any all losses, claims, suits, proceedings, taxes, penalties, liability, damages, costs and expenses, suffered or incurred, arising out of or in connection with breach of Confidentiality obligations under this clause. If the confidential details relating to this Contract or its contents are received by a third party from the Contractor and the third party makes use of these details to cause harm or monetary loss to the Owner/Project Manager or use these Documents for their personal gain/ monetary gain, the Contractor shall compensate the Owner/Project Manager for the loss suffered as well as for the value of gain derived by the third party. The Contractor shall not use the confidential details of the Contract for any other purpose except for the strict purpose intended under the Contract.

1.13 **Contract Co-ordination and Interface**

1.13.1 From fiscal and execution considerations, the Owner/Project Manager may enter into independent stand-alone contracts with one or more Other Contractors for the other packages at the same premises.

1.13.2 The Contractor, shall be responsible for effective coordination and interfacing of all his contracting activities and obligations under the Contract with the activities and obligations of the Other Contractors and Related Works contractors in a seamless manner, irrespective of whether the same is specifically detailed in such Contracts, to ensure that the Guaranteed Time Schedule and Performance Guarantees set forth in the Contracts are properly fulfilled in a timely manner by all such Other Contractors.

1.13.3 It is the responsibility of the Contractor to interface, coordinate and cooperate with Other Contractors. Contractor shall share all information & details about the Works which are reasonably required by Other Contractors to perform works under their respective Contracts or to integrate the Works with Other Contractors' works if so required.

1.14 **Assignment**

1.14.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign, sub-contract or sublet the Contract or

any part, share or interest therein nor shall he take a new partner without the written consent of the Owner/Project Manager. Without prejudice to the above, it is agreed that sub-contracting of all or part of its obligations under this Contract shall not relieve the Contractor from the full and entire responsibility of the Contract (including such obligations thereunder that have been sub-contracted) or from active superintendence of the works during their progress. There shall not be any change in Control of the Contractor without the prior written consent of the Owner/ Project Manager.

1.14.2 If the Contractor shall cause any part of the work to be performed by the approved Sub-contractor, the provisions of this Contract shall apply to such Sub- Contractor and his or its officers, agents or employees in all respects as if they were employees of the Contractor, and the Contractor shall not in any manner thereby, be discharged from his obligations and liability hereunder, but shall be liable hereunder for all acts and negligence of his Sub- Contractor, Sub-contractor's officers, agents and employees, as if they were employees of the Contractor. No sub-contract shall be made by the Contractor, without the written approval of the Owner/Project Manager, of both the sub-contract and the Sub- Contractor, but no such approval of the Owner/Project Manager, of both the sub-contract and the Sub- Contractor, shall affect the provisions hereof or serve to relieve the Contractor of any of the responsibilities and liabilities as described above. Copies of all such sub-contracts shall be furnished to the Owner/Project Manager immediately upon the execution thereof. The Owner/Project Manager may request the Contractor at any time to terminate any sub-contracting arrangement if the Owner/Project Manager is not satisfied with the performance of such Sub-contractor and immediately upon receipt of such request, the Contractor shall terminate such sub-contracting arrangements. The Contractor shall ensure that all sub-contracting arrangements entered into by the Contractor allow it to terminate such sub-contracting arrangements in accordance with the instructions of the Owner/Project Manager, as set out above.

1.15 **Relationship between Parties**

1.15.1 This Contract has been entered into by the Parties on a principal-to-principal basis only. The Contract shall not be construed as a partnership or an association of persons. The contract does not create any agency, partnership, joint venture, or other joint relationship between the Parties hereto. The Owner, the Project Manager and the Contractor are independent Parties performing their respective obligations and responsibilities as specified under this Contract. Each Party shall be responsible for its own conduct. The Contractor shall at all times ensure that all the work carried out under this Contract either by its own person or through any of its Sub-contractors shall always be done under its own direct.

1.16 **Joint & Several Liability**

If the Contractor constitutes a joint venture, consortium of entities or other unincorporated grouping of two or more persons:

a) these entities/ persons forming the consortium shall be deemed to be jointly and severally liable to the Owner/Project Manager for the performance of the Contract;

b) these entities/ persons forming the consortium shall notify the Owner/Project Manager of their leader who shall have the authority to bind the Contractor and each of these entities / persons; and

c) the Contractor shall not alter the composition of the consortium or legal status without the prior written consent of the Owner/Project Manager.

2.0 OWNER/PROJECT MANAGER'S OBLIGATIONS

2.1 **Access and Right to Use of the Site**

The Owner/Project Manager shall grant the Contractor right of access to and make available the Site to the Contractor in accordance with the terms of the Owner/Project Manager's property rights within reasonable time after the Letter of Intent for the performance of the Work or pursuant to and in accordance with the Contract. Such right and use of the Site may not be exclusive to the Contractor. In the execution of the Works, no persons other than the Contractor or his duly appointed representative, duly authorised Sub-contractors and workmen, shall be allowed to do Work on the Site, except by the special permission, in writing by the Owner's representative.

2.2 **Permits Licences & Approvals**

2.2.1 The Contractor shall be responsible for applying and obtaining all the Permits, licenses or approvals as required to be obtained by Contractor for carrying out and completion of the Works, in time as per the Schedule agreed in the Contract. The Owner/Project Manager may, at the request and cost of the Contractor assist the Contractor in applying for Contractor Permits and other Construction Permits as defined herein. Such requests may also include requests for the Owner/Project Manager's assistance in applying for any necessary government consent for the export of Contractor's equipment when it is removed from the Site.

2.2.2 The Owner/Project Manager's assistance in applying for Permits, licenses or approvals (for which the Contractor is responsible under the Contract) is not obligatory and the extent of such assistance shall be at the sole discretion and convenience of the Owner/Project Manager. In any case, the obligations of the Contractor as set out herein shall continue, irrespective of the manner, outcome and extent of assistance from the Owner/Project Manager. All the necessary fees and any incidental charges required to be paid for obtaining all Contract permits shall be solely borne by and be the sole liability of the Contractor, without any recourse to the Owner/Project Manager. All statutory fees paid for obtaining the Permits/ licenses/ approvals pertaining for execution of the Project specified in Owner/Project Manager's scope shall be reimbursed by the Owner/Project Manager against submission of documentary evidence. However, Contractor shall obtain permits / Licenses, approvals required for carrying out his responsibilities at his cost.

2.3 **Owner/Project Manager's Other Obligations**

2.3.1 Owner/Project Manager shall

a) Designate a person as Owner/Project Manager's Representative (the "Owner's Representative") to be the contact for Contractor with respect to the performance of the Works and Contractor's obligation under the Contract, and shall be authorised to act for and on behalf of Owner/Project Manager and administer this Contract on Owner/Project Manager's behalf, agree up on procedures for co-ordinating Owner/Project Manager's efforts with those of Contractor and Other Contracts and as appropriate, make information available to Contractor.

b) Pay in a timely manner in accordance with Terms of Payment, subject to fulfilment of milestones and provided the Contractor is not in breach of Contract, the Contract Price and all other sums, if any, required to be paid by it to Contractor pursuant to the Contract.

2.4 The **Owner's Representative**

2.4.1 The Owner's representative's Duties and Authority

The Owner may appoint separate consultant/s to provide project management consultancy services for the Project. Such consultant/s shall act as an Owner's Representative to exercise the rights and carry out the duties of the Owner under the Contract. Owner's Representative shall

also include Consultant / Consulting Engineer or Third-Party Inspection Agency as required or deemed appropriate or authorised by the Owner/Project Manager. Any act, instruction or decision of the Owner's representative shall be as if this was an act, instruction or decision of the Owner.

The Contractor shall not be authorized to receive or act on instructions from any person other than the authorised Owner's Representative without prior written consent of the Owner and the Contractor shall be solely & entirely liable for the act of omission carried out under the instructions from any person other than the Owner or Owner's Representative.

Except as expressly stated in the Contract, the Owner's Representative shall have no authority to (a) amend, alter, modify or waive any provision or term of the Contract, or (b) relieve the Contractor of any of his duties, obligations or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Owner's Representative (including absence or disapproval) shall not relieve or absolve in any manner whatsoever, the Contractor from any responsibility, liability or obligation under the Contract, including responsibility and liability for his errors, omissions, discrepancies, and non-compliance with the Specifications and any provisions of the Contract.

2.4.2 **Owner's Representative's instructions**

2.4.3 The Contractor shall comply with written decision instruction or order given by the Owner's Representatives (such as have been identified in writing by the Owner) in accordance with the Contract. The Contractor shall not be authorised to receive instructions from any other Person without the prior written consent of the Owner and the Contractor shall be solely and entirely liable for any acts or omissions carried out under instructions from any Person other than the Owner or a duly authorised Owner's Representative.

3.0 SCOPE OF CONTRACT

3.1 General

3.1.1 The Contractor shall carry out and complete the Works in every respect in accordance with this Contract and in accordance with the directions and to the satisfaction of the Owner/Project Manager. The Owner/Project Manager may at his absolute discretion from time-to-time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as" Owner/Project Manager's Instructions" in regard to:

a) The variation or modification of the design, quality or quantity of works or the omission or substitution of any work.

b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or specification.

c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.

d) The removal and/or re-execution of any works executed by the Contractor.

e) The dismissal from the works of any persons employed thereupon.

f) The opening up for inspection of any work covered up.

3.1.2 The Contractor shall forthwith comply with and duly execute any work comprised in such Owner/Project Manager's Instructions provided always that verbal instructions, directions and explanations given to the Contractor or his Superintendent upon the Works by the Owner/Project

Manager shall, if involving a variation, be confirmed in writing by the Contractor within seven days and the Owner/Project Manager's written approval obtained. Rates of items not mentioned in the Schedule of Quantities and Rates shall be dealt with as extra items.

3.1.3 If compliance with the Owner/Project Manager's Instructions as aforesaid involves work beyond that contemplated by the Contract, then unless the same were issued owing to some breach of this Contract by the Contractor, the Owner/Project Manager shall pay to the Contractor the prices of the said work as an extra to be valued as hereinafter provided.

3.1.4 The Contractor shall be deemed to have scrutinised the correctness and completeness of the obligations and requirements as specified in the Tender Documents (including design criteria and calculations, if any). The Contractor shall be responsible for the design of the Works. The Owner/Project Manager shall not be responsible for any error, inaccuracy or omission of any manner in the Tender Documents as originally included in the Contract and shall not be deemed to have given any representation of accuracy or completeness of any data or information. Any issue (including and not limited to error, accuracy, completeness) with the data or information received by the Contractor, from the Owner/Project Manager or otherwise, shall not relieve the Contractor from his responsibility for the design and execution of the Works.

3.1.5 Free Issue Materials / Equipment (FIM) (as applicable provided FIM is specified in SEC / **Technical Specifications) to the Contractor by the Owner/Project Manager:**

If the Contract involves or the Owner /Project Manager & the Contractor mutually agree for the incorporation of any free issue materials/ equipment by the Owner/Project Manager depending upon criticality & availability of the materials during the course of the Contract:

a) Not used

b) The Contractor shall inspect the free issue materials/ equipment at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition of the free issue materials/ equipment. The Owner/Project Manager shall not be liable for any claims or complaints whatsoever in respect of the quality, quantity or condition of the Free issue materials/ equipment once the Contractor has taken delivery thereof.

c) All free issue materials/ equipment shall be taken delivery of, transported, held, stored and utilized by the Contractor as trustee of the Owner/Project Manager, and delivery of the Free Issue Material to the Contractor shall constitute an entrustment thereof by the Owner/Project Manager to the Contractor with the intent that any transportation, utilization, application or disposal thereof by the Contractor otherwise than for incorporation in the Indigenous Material(s) shall constitute a breach by the Contractor.

d) The Contractor shall transport the Free Issue Materials / equipment only by such transportation as is suitable and shall hold and store the Free issue materials / equipment only at such place and/or premises that are air and water tight and otherwise suitable for the storage of the Free issue materials/ equipment so as to prevent damage or deterioration or theft or other loss, and shall arrange such watch and ward as shall be necessary to ensure the safety thereof. The Contractor shall exercise the at least the same level of care and diligence in respect of the use, storage, transportation or safety of the free issue materials / equipment that it exercises in respect of its own materials / equipment.

e) Notwithstanding the Bank Guarantee mentioned in sub-paragraph (a) above, the Contractor shall replace any Free issue materials / equipment which is/are lost, damaged, misused, stolen or deteriorated with other Material(s) of equivalent quantity and quality and condition, and the same shall be deemed to constitute Free issue materials/ equipment and the provisions of sub-paragraphs (a) to (fl hereof shall apply

thereto in the same manner as to the originally supplied Free issue materials / equipment.

f) Unused Material(s) from the Free issue materials/ equipment shall be returned by the Contractor to the Owner/Project Manager and if the Owner/Project Manager so directs, the Contractor shall dispose of the same by sale or otherwise on such terms and conditions as the Owner/Project Manager may stipulate or approve and the Contractor shall pay to the Owner/Project Manager the sale proceeds of the Material(s) so disposed of by sale.

g) Contractor shall ensure quarterly physical assessment of the stock of material issued to him by the Owner/Project Manager and submit the same in the form of Reconciliation.

h) The free issue materials will be supplied by the Owner in bags, sizes and lengths or in coils as available. The cost of all wastage, due to rolling tolerance, cutting, conversion, straightening and/or fabricating shall be borne by the Contractor, at the recovery rates given in item No (i) below, as long as wastage margin does not exceed following limits:

i) Cement at 2% - Reconciliation of cement shall be done as per standard practice as per relevant IS code and any wastage above 2% shall be recovered from the Contractor at the rate mentioned in item no (i) of clause 3.1.5 stated below.

ii) Structural steel at 3% of the theoretical requirements - 2.5 % is considered as visible wastage and 0.5 % as invisible wastage like gas cutting etc. Rolling tolerance if any shall be recorded separately and due credit or consideration shall be given during reconciliation. All scraps shall be the property of Owner. The scraps shall be properly accounted for and no scrap or cut pieces shall be removed from site or disposed off without prior inspection and written permission by the Engineer. All scraps are deemed to be included within the above allowances. The following dimensions shall be considered for reconciliation purposes:

a) Structural sections less than 75 mm in any dimension - 1.2 meters and above

b) Structural sections exceeding 75 mm in any dimension-2.0 meters and above

c) Plates-Up to 12mm thickness - 200mm x 200mm and above

d) Plates- 14mm to 25 mm thickness-300mm x 300 mm and above

e) Plates- 25mm thickness - 400mm x 400mm and above

Provided further, if the Engineer so desires, the Contractor shall have to return to the Owner cut pieces or scrap even below the dimension stated above. Due credit will be given for such return at rates to be fixed by the Engineer.

iii) Reinforcement steel at 3% of the theoretical requirements - 2.5 % is considered as visible wastage and 0.5% as invisible wastage like cutting etc. Rolling tolerance if any shall be recorded separately and due credit or consideration shall be given during reconciliation. All scraps shall be the property of Owner. The scraps shall be properly accounted for and no scrap or cut pieces shall be removed from site or disposed of without prior inspection and written permission by the Engineer. All scraps are deemed to be included within the above allowances. The following dimensions shall be considered for reconciliation purposes:

a) Reinforcement Steel Up to 16mm diameter - 2 meters and above

b) Reinforcement Steel above 16mm diameter- 3 meters and above

Provided further, if the Engineer so desires, the Contractor shall have to return to the Owner cut pieces or scrap even below the dimension stated above. Due credit will be given for such return at rates to be fixed by the Engineer.

i) Recovery for unaccountable wastages, i.e. in excess of limits stated as above or for the material that is not reconciled, shall be made from the Contractor at prevailing market rate plus 25 %. The Owner/Project Manager shall decide the quantities of materials for which such value is to be recovered and decision of the Owner/Engineer shall be final and binding.

3.2 Labour and Personnel

3.2.1 The Contractor shall make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, food and transport. Any labour camps required for execution of Works shall be arranged by Contractor at its own cost. No parcel of land or other facilities shall be provided by the Owner/Project Manager.

Contractor shall provide all labour and personnel required in connection with work, including:

a) Professional engineers licensed in accordance with any applicable licensing requirements in India or by any other governmental instrumentality to perform engineering services pursuant to the Contract.

b) Project team of necessary engineers from various disciplines including, construction manager, Project engineer and civil, mechanical, electrical, instrumentation and control, costing, scheduling, procurement, construction, start-up and training supervisors, all of whom shall follow Good Engineering Practices and shall have had extensive experience in projects of similar nature and magnitude and shall be proficient in the English language and have knowledge of standard industry Practices, Applicable Laws and Applicable Permits.

c) A Project Coordinator or other Representative, who shall be fully acquainted with the Project, shall be proficient in the English language and shall have the authority to administer this Agreement on behalf of Contractor. He shall give his whole time to the construction, erection and execution of the Works and to directing the preparation of all documents required for the same. Except as otherwise stated in the Contract, the Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the site, a suitable replacement person shall be appointed, and the Owner/Project Manager / Owner's Representative shall be notified accordingly.

d) Quality assurance & Safety personnel, all of whom shall report directly to Contractor's designated home office managers and not to the Project personnel located at the Site.

e) Contractor shall give first preference for suitable skilled/unskilled local labours who have been affected due to implementation of this Project.

The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations.

The Contractor shall not solicit, recruit, or attempt to recruit, staff and labour from amongst the Owner/ Project Manager or Other Contractor personnel during the term of the Contract.

Upon Owner/Project Manager's request, Contractor shall provide Owner/Project Manager with the resumes of, and arrange for the interview by Owner/Project Manager of, any or all personnel described in clauses (a), (b), (c) & (d) of this Section 3.2.1. In addition, Owner/Project Manager will have the right to approve those individuals who will hold the positions described in clauses (a), (bl, (c) and (d) of this Section 3.2.1 and any other key

Project personnel employed by Contractor, and Owner/Project Manager will be afforded the opportunity to choose among candidates for the positions of project manager, project engineer and construction manager. Contractor shall not remove any Project personnel described in clauses (a), (b) & (c) and (d), of this Section 3.2.1 or any other individual in a supervisory or lead position without the prior consent of Owner/Project Manager, which consent shall not be unreasonably withheld.

3.2.2 **Removal of Staff and Labour**

The Owner/Project Manager/ Owner's Representative may require the Contractor by notice in Writing to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Owner/Project Manager / Owner's Representative:

a) Persists in any misconduct,

b) Is incompetent or negligent in the performance of his duties,

c) Fails to conform with any provisions of the Contract;

d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment; or

e) Is found to be in intoxicated condition at the Site

f) Any other good and sufficient reasons which could be detrimental to safe and smooth operation of site as solely determined by the Owner/Project Manager or their Representatives.

3.2.3 **Rates of Wages and Conditions of Labour**

Contractor shall ensure that he pays all his personnel and shall ensure and procure that his Sub-contractors pay to their personnel regularly their wages, overtime and other compensations. The attendance register and the wage register shall be submitted to the Owner/Project Manager for verification at regular intervals. The Contractor shall also furnish the Owner/Project Manager at regular intervals as governed by Applicable laws including local statutes but not less than Monthly intervals, certificates that he has paid to his Sub-contractors and workmen and caused his Sub_Contractors to pay all the dues to his Sub-contractor workmen. In case such payment is not made regularly by the Contractor or his Sub-contractors, the Owner/Project Manager will be in his right to make such payments and deduct the same from the Contractor's progress payments. In case the Owner/Project Manager becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen's Compensation Act or any other Applicable law due to act or omission of the Contractor, the Owner/Project Manager may make such payments and shall recover the same from the Contractor's bills. No labourer below the age of eighteen years shall be employed in the Work.

No price adjustment shall be made on account of changes in minimum wages during contract period including extension period if any.

Any personnel engaged by the Contractor in accordance with and in pursuance of this Contract shall be the direct employee of either the Contractor or Sub-contractors. The Contractor shall be solely liable for and responsible to all such personnel. The Owner shall have no responsibility towards any such personnel and such personnel shall, in no event, be deemed to be the employees of the Owner. Also, the Owner shall have no responsibility towards any Sub-contractor or its personnel and such Sub-contractor or its personnel shall, in no event, be deemed to be the Sub-contractor of the Owner.

3.2.4 **Persons in the Service of Others**

The Contractor or any of its Sub-contractors shall not recruit, solicit or attempt to recruit, its staff and labour from amongst persons in the service of the Owner/Project Manager or Other Contractors and agencies engaged by the Owner/Project Manager or the Owner's Representative during the term of contract and for a period of 1 year following completion or termination of the Contract.

3.2.5 Labour **Laws**

3.2.5.1 Any personnel engaged by the Contractor in accordance with and in pursuance of this Contract shall be the employees / Sub-contractors of the Contractor and the Contractor shall be solely liable for and responsible to such personnel. The Owner/Project Manager shall have no responsibility towards any such personnel and such personnel shall, in no event, be deemed to be the employees or Sub-contractors of the Owner. The Contractor shall comply with and shall ensure that he/his Sub-contractors comply with all the relevant labour laws applicable to his/his Sub-contractors' employees and shall duly pay and afford and cause his Sub-contractors to pay and afford to them all their legal rights. The Contractor shall require all such employees to obey all Applicable Laws and regulations concerning safety at Work.

The Contractor shall be responsible for all labour relation matters relating to the Work and shall at all times use its best efforts to maintain harmony among the personnel employed in connection with the Work whether by the Contractor or his Sub-contractors and shall enter into all necessary labour agreements with such personnel. Contractor and his Sub-contractors shall at all times comply with all Applicable Permits and Applicable Laws relating to employment including but not limited to Contract labour regulations, Workmen Compensation Act, Employee State Insurance and Provident Fund regulations, retrenchment Compensation etc. and labour welfare and use its best efforts and judgement as an experienced Contractor to adopt and implement policies and practices to avoid Work stoppages, slowdowns, disputes, strikes, lockouts and other labour strife and disagreement.

3.2.5.2 The Contractor shall be fully responsible for the due compliance by him and his Sub-contractors with all statutory requirements and with all applicable labour laws including Contract Labour Abolition and Regulation Act, Workmen's Compensation Act, P.F./E.S.I., Labour welfare fund, Act, etc. as may be applicable to the Contractor, the Sub-contractors and their employees. The locations where Allied Manpower Management System (On-line system) has been implemented, the Contractor shall ensure necessary declarations and documents are provided in the system, as per the role of the Contractor envisaged in the system.

The Contractor should get in touch with the local HR/IR/ES&A teams for completion of Statutory compliances before start of the Work. The Contractor should also ensure that he provides correct and complete PF compliance data for a wage month in the format provided by the HR/IR/ES&A teams on or before 15th of the subsequent month, failing which penalty of 1% of the value of the Invoice, per day of delay would be deducted from the Invoice raised. Further, the management will also have a right to suspend the work in case of delay in submitting the PF data.

All other compliances required by HR/IR/ES&A teams should also be provided as per timelines.

The Contractor shall fully indemnify and save harmless the Owner from and against all claims, demands, expenses, losses, liabilities, charges, actions, suits and proceedings whatsoever including claims under aforesaid Acts and laws which may be brought or made against the Owner, its Officers or servants by reason or in consequence of any matter or thing done or omitted or delaying the submission of data by the Contractor and/ or its Sub-contractors and all costs, charges and expenses which may become payable by the Owner in respect thereof."

3.2.5.3 Child labour is strictly prohibited. Contractor shall not engage any labour or employ any personnel below 18 (eighteen) years of age.

3.2.6 **Working Hours**

No work shall be carried out on the Site outside the normal working hours or on the locally recognised Days of rest or local festivals/ holidays, unless:

a) Contract so provides after fulfilling Owner/ Project Manager's process and procedures for the said working,

b) Work is unavoidable, or necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Owner/Project Manager/Owner's Representative,

c) Owner/Project Manager/Owner's Representative gives his consent,

d) Extended working hours/shift working is essential for achieving Project progress/milestones at no extra cost to the Owner/Project Manager.

e) The Contractor is normally expected to work during daytime and is required to complete the work in all respects as stipulated elsewhere. For achieving Project progress/milestones, based on a specific request by the Contractor, Owner/Project Manager/Owner's Representative may consider granting permission for working during the night shifts, if he considers it essential with no extra cost to the Owner/Project Manager. Night work to be carried out only after obtaining necessary clearances and approval of the Owner/Project Manager's Representative.

   Sufficient lights shall be provided by the Contractor to safeguard the workmen and the public and to afford adequate facilities for properly placing and inspecting the material when the night work is in progress. Contractor .should be geared and in readiness to carry out extended shifts, including night shift and abide by all statutory and safety requirements in respect thereof.

3.2.7 **Facilities for Staff and Labour**

The Contractor shall provide and maintain all necessary accommodation and welfare facilities for his (and his Sub-contractor's) staff and labour. The Contractor shall also provide the facilities specified in the Contract including specifications, for the Owner/Project Manager's and Owner's Representative's personnel. The Contractor shall not permit any of his or his Sub-contractor's employees to maintain any temporary or permanent living quarters within the structures forming part of the Works or Project Site. Contractor shall make his own arrangements to procure and construct adequate labour housing outside the Project Site and colony battery limits. No areas inside the Owner's land and Project Site shall be used as labour colony. No workers/labourers/supervisors or other Contractor's or Sub-contractor's personnel should be allowed to stay within the Owner's land area after his duty hours. Similarly, no workers/labourers/ supervisors or other Contractor's or Sub-contractor's personnel shall be allowed to enter the Owner's land area before the start of their respective duty time.

3.2.8 Health and Safety Precautions

Precautions shall be taken by the Contractor to ensure the health and safety of his and his Sub-contractor's staff and labour. The Contractor 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 Contractor shall maintain records and make reports concerning health, safety and welfare of Persons, and damage to property, as the Owner's Representative

may reasonably require. Contractor shall be responsible for the medical treatment/hospitalisation of his and his Sub-contractor's staff/ labour.

Although the Contractor is responsible and expected to arrange for the first-aid treatment, the Owner/Project Manager may provide first-aid treatment to Contractor's employees as a humanitarian service, post which, the Contractor shall assume full and complete responsibility & liability for all the injuries and damages to its employees/workers/staff/personnel arising out of or allegedly attributable to such first aid. The Contractor shall indemnify and save harmless the Owner/Project Manager against any losses or damages or claims arising out of such first aid treatment or otherwise provided to any of the Contractor employees/workers/staff/personnel.

The Contractor shall appoint a member of his staff at the site to be responsible for maintaining the safety, and protection against accidents, of all personnel on the site. The Contractor shall pay particular attention to ensure safety of his staff and workmen and other persons in the vicinity of the Site and shall be responsible for any loss of life or injury to person due to negligence or any other causes whatsoever except natural causes. He shall provide all necessary fencing and lights required to prevent accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with consent of the Contractor be paid to compromise any claim of any such person. Contractor shall comply with the Owner's/Project Manager's Safety Terms & Conditions, Health Safety & Environment Manual with sustainability document which is annexed to the GCC.

Without prejudice to the other provisions contained herein, the Contractor agrees to reinstate all damage of every sort mentioned in this clause so as to deliver the whole of the Contract Works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, sign boards, temporary passages, or other protection necessary for the purpose. All work shall be done at the Contractor's risk, and if any loss or damage shall result for fire or from other cause, the Contractor shall promptly repair or replace such loss or damage free from all expenses to the Owner/Project Manager. The Contractor shall be responsible for any loss or damage to material, tools or other articles used or held for use in connection with the work. The work shall be carried on to completion without damage to any work or property of the Owner/Project Manager or of others and without interference with the operation of existing machinery or equipment.

The use of explosives in a manner, which might disturb or endanger the stability, safety, or quality of the works, will not be allowed. Explosives shall be stored, handled and used as prescribed by the law and regulation of the Indian Union, the State in which the work is performed and sub-divisions thereof. Special attention must be given to immediate disposal of paper wrappings from explosives, which are poisonous to livestock.

Technical and safety evaluation of Contractor's Sub-contractor shall be done jointly by Owner/Project Manager.

3.2.9 **Contractor's Superintendence**

The Contractor shall provide all necessary superintendence during the construction, erection and execution of the Works, and as long thereafter as the Owner's Representative may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be given by the sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely

to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.

3.3 **Permitting**

3.3.1 **Contractor** and **Construction Permits**

Contractor shall obtain and maintain, all necessary permits required for the performance of its obligations hereunder, including those required for construction related activities and shall at all times, comply with all the terms and conditions as may be specified in such permits. If Contractor at any time becomes aware, whether as a result of notice from Owner/Project Manager or otherwise, of any applicable permit not obtained by him, Contractor shall promptly give notice thereof to Owner/Project Manager and Contractor shall be responsible for obtaining such Applicable Permit.

The Contractor shall fully indemnify and hold harmless the Owner/Project Manager and all the Owner/Project Manager and their respective shareholders, directors, employees and officials from any losses or damages arising from and out of the Contractor's failure to secure such permits or comply with any terms and conditions stated therein.

3.3.2 **Support to Owner/Project Manager for Permits**

In case Owner/Project Manager is responsible for the permits, Contractor shall provide support to Owner/Project Manager in obtaining all Owner/Project Manager Permits. Such Contractor support shall include:

a) Attendance at meetings with Owner/Project Manager and third parties designated by Owner/Project Manager;

b) Assistance in Preparation of Permit applications or, as applicable, application to transfer permits to the Owner/Project Manager;

c) Assistance in preparation of responses to inquiries by Governmental Instrumentalities/ agencies;

d) Assistance in presentations at hearing of Governmental Instrumentalities/ agencies, and

e) Provision of all available information and Documents required by Owner/Project Manager in connection with obtaining any Owner/Project Manager Permits;

3.4 **Co-operation**

3.4.1 The Contractor shall, as specified in the Specification, afford all reasonable opportunities for carrying out their respective Work to:

a) Any other contractors employed by the Owner/Project Manager and their workmen,

b) The personnel of the Owner/Project Manager, and

c) The personnel of any legally constituted public authorities who may be employed in the execution on or near the site of any work not included in the Contract, which the Owner/Project Manager may require to complete the Project.

3.4.2 The Contractor shall not hinder the work of Other Contractors and other sub-contractors of Owner/Project Manager, if any employed by or on behalf of Owner/Project Manager at the Plant Site or the Project Site, to introduce and store Materials in those areas of the Plant Site and the Project Site under Owner/Project Manager's direct control and shall cooperate to help them perform their respective services without hindrance or disruption. The Contractor shall also acknowledge that he works in congruence with requirements of lenders, other contractors,

Project off takers and other related parties, and provide them appropriate information as and when required by them and not act as to harm the interests of any of them.

3.4.3 **Miscellaneous Liabilities** in **Co-operation with Other Contractors**

The Contractor shall also so arrange to perform his Work as to minimize to the maximum extent possible interference with the work of Other Contractors and their workmen.

Any injury or damage that may be sustained by the employees of the Other Contractors or the Owner/Project Manager, or damage to the works of Owner/Project Manager and/or other contractors due to the Contractor's Work shall promptly be made good at contractor's expense.

The Owner's representative shall determine the resolution of any difference or conflict that may arise between the Contractor and Other Contractors or between the Contractor and the workmen of the Owner/Project Manager in regard to their work.

If the Works of the Contractor is delayed because of any acts or omission of another Contractor, the Contractor shall promptly, however not later than 7 (seven) days from the occurrence of the event, expressly notify in writing to the Owner/ Project Manager of such acts of omissions on part of Other Contractors. The Contractor shall have no claim against the Owner/Project Manager on this account other than an extension of time for completing his Works, provided the cumulative effect of such delays does not exceed 60 (sixty) Days. If such delays exceed 60 (sixty) Days, the financial and time implications, if any, shall be mutually discussed, provided that the Contractor had notified the Owner/Project Manager of such acts or omissions of the Other Contractor immediately upon the occurrence thereof. No claim shall be entertained by or against the Owner/Project Manager in the instance the Contractor fails to notify such event within the stipulated time stated above.

The Owner's Representative shall be notified by the Contractor promptly of any defects or delays in the Other Contractor's Works that could affect the Contractor's Works. The Owner's Representative shall determine the corrective measures if any, required to rectify this situation after inspection of the Works and such decisions by the Owner's Representative shall be binding on the Contractor.

The Contractor shall deploy all necessary effective manpower for coordination, expediting and construction supervision required for completion of the works to meet the stipulated quality standards & Project Schedule. In case of deficient performance of the Contractor in this regard is observed by the Owner/ Project Manager, the same shall be brought out to the notice of the Contractor in writing. In case Contractor fails to remedy the performance, Owner/Project Manager will rectify the same by deployment of his own resources and the cost of the same shall be recovered from the Contractor, whether by set off against amounts payable to the Contractor under the Contract or directly, to be decided at the sole discretion of the Owner.

Should the works be suspended by reason of strike/riots by Contractor's own employees or any other cause whatsoever which relates solely to the Contractor or the Contractor's Sub-contractors and/or their respective employees and personnel Contractor shall take all precautions necessary for the protection of work and make good, at his expense, any damage arising from any of these causes and shall indemnify the Owner for any delays arising on account thereof.

3.5 **Construction Facilities, Construction Power, Construction Water Facilities, Sanitary Facilities, Telecommunication Facilities, Mail Service, Catering, Start-up Spares and Consumables**

3.5.1 During the Contract Period, the Contractor shall arrange and pay for construction fuel necessary for the performance of the Work. Contractor shall arrange and pay for lubricants, chemicals, and

other consumables in sufficient quantities, and the disposal of sewage and Other Contractor and Sub-contractor generated wastes, as necessary, to enable Contractor and each Sub-contractor to perform the Work until Take-over of the Works.

3.5.2 Construction **Power** Supplies

Unless specifically agreed by the Owner otherwise, the Contractor shall arrange and pay for Construction Power necessary for the performance of the Work till the Take-over of the Relevant Package. Construction power if arranged by the Owner may be made available at the proposed Site as available within the plant boundary at one point and the Contractor shall make his own arrangements for further distribution & metering. The Contractor shall be responsible for the maintenance of its distribution system. The Contractor shall be responsible for payment of energy bills at prevailing/agreed rates of such Construction Power till issue of Certificate of Final Acceptance. The Construction Power system by its design and nature shall be a temporary system and not part of the permanent power supply.

Contractor shall be responsible for making its own assessment of the quantum of Construction Power required and shall furnish the information in accordance with Technical Specifications. The Contractor acknowledges that electricity sourced from an Electricity Distribution Licensee in that area through the Owner's network/ DISCOM may be subject to disturbances, and its interruption or non-availability for any reason shall not constitute a condition for claim of extra time or costs on part of Contractor. The Contractor shall make adequate provision for D.G. sets as a stand-by power source for all the activities/process, which requires uninterrupted power.

No variation in Contract Price and no extension of time shall be admissible on account of any non-availability/ non-reliability of Construction Power whether supplied by the Owner or arranged by the Contractor.

3.5.3 **Construction and Drinking Water Facilities**

The Contractor shall be responsible for procuring water required for construction and other performance of its obligations under the Contract. However, if feasible, construction water may be provided by Owner/Project Manager at its sole discretion on a chargeable basis at a single location within battery limit. Metering and further distribution to various consumption points will be done by Contractor at its own cost.

Cost of all connected Works such as, but not limited to, pumps, pipeline, ground water reservoir etc are to be borne by the Contractor.

If required by the Owner/Project Manager, the Contractor will provide water supply and where required potable water also to the Owner/Project Manager's facilities at the Project Site and the Owner/Project Manager shall pay for the same accordingly. If construction water is provided by the Owner/Project Manager, the same will be provided at one point within plant boundary on chargeable basis. Metering and further distribution will be provided by the Contractor at his cost.

Drinking water shall be provided by Contractor for its Employees/Workmen at its own cost.

No variation in Contract Price and no extension of time shall be admissible on account of any non-availability of Construction Water whether supplied by the Owner or arranged by the Contractor.

3.5.4 **Sanitary** Facilities

Adequate sanitary facilities for the use of persons employed by the Contractor at the construction Site shall be provided and maintained by the Contractor to the extent and in such manner and at such places as shall be acceptable to the Owner/Project Manager. Separate Toilet facilities for both gents and ladies shall be provided.

Contractor shall make all temporary arrangements for the treatment and discharge of sewage and drainage from or in connection with the construction and Work Site and shall maintain the same to the satisfaction of the Owner/Project Manager as long as they may be required. All sanitary waste shall be treated in accordance with the Applicable law including applicable local regulations.

In this regard, Contractor shall prohibit the committing of nuisance on the site or upon the land of the Owner/Project Manager or of adjacent landowners and any employee of Contractors or its Sub-contractors found violating this provision shall be liable to immediate dismissal.

3.5.5 **Canteen Facilities**

The Contractor shall arrange for catering services for their staff and workers deployed on the project Site. Costs of catering services towards the Owner/Project Manager/ Owner's Representative's Site staff would be borne by the Owner/Project Manager / Owner's Representative if services are availed.

3.5.6 **Mail Service**

A central mailing office shall be established and manned by the Contractor on the site where personal and business mail may be collected and delivered.

3.6 Access: Office Accommodations

Contractor shall provide Owner/Project Manager and its engineers (including the Owner/Project Manager / Owner's Representative and the Financing Parties) with reasonable access to Contractor's home office and Contractor's offices at the Site and at all design, engineering, fabrication, construction and other premises of Contractor and its Sub-contractors where activities relating to Works is carried on at all times upon reasonable prior notice, including access to design, engineering, fabrication, and testing, construction facilities, Drawings, Documents sufficient to permit Owner/Project Manager/Owner's representatives to inspect Work being performed and to monitor compliance by Contractor and the Sub-contractors with the terms of the Contract and directions of Contractor.

Contractor shall provide to Owner/Project Manager/ Owner's representatives as and when required appropriate office facility at the home office of Contractor.

3.7 **Clean-Up and Waste Disposal**

3.7.1 The Contractor shall be responsible for keeping the entire area allocated to him clean and free from accumulation of waste Materials, rubbish/debris/etc. at all times during the period of Contract.

The Contractor shall employ enough number of specialised personnel to thoroughly clean his Work area at least once a Day and dispose of the rubbish. All such rubbish and scrap material shall be scrapped or disposed in a place to be identified by the Owner's Representative.

Materials and stores shall be so arranged as to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface a suitable protective cover of flame resistant, oil proof sheet shall be provided to protect the floor from such damage. Also, spillage of oil and its soaking into soil shall be prevented. In case garbage are found disposed in areas other than allotted to the contractor, then the same shall be cleared by the Owner/Project Manager and the charges debited to the concerned Contractor.

Contractor's labour camp and housing colony shall be maintained to the good standards of hygiene and shall be kept reasonably free of debris, litter and mal odour.

Similarly the labour colony, offices and residential areas of Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Owner's Representative. Proper sanitary arrangements shall be provided by the Contractor in the Work areas, office and residential areas of the Contractor.

The Contractor shall cause all Sub-contractors, at all times to keep the Site reasonably clean and otherwise free from accumulation of waste materials, rubbish, other debris resulting from performance of the Work. In case Owner/Project Manager is not satisfied regarding Contractor's or its Sub-contractor's cleanliness at Site, Owner/Project Manager will notify regarding the same to the Contractor. In case of non-improvement/ satisfaction, Owner/Project Manager will get the site cleaned and the charges of the same will be debited to Contractor's account/ deducted from Contractor's dues/ payments.

3.7.2 All soil, filth or other matter of an offensive nature taken out of any excavation, trench, sewer, drain, cesspool etc shall not be deposited on the surface, but shall at once be carted away by the Contractor to some pit or place suitably arranged by him away from the site of work and approved by local authorities.

3.7.3 As a part of the work included in this Contract, the Contractor shall completely remove and satisfactorily dispose of all temporary works to the extent directed. He shall tear down and dispose off all temporary buildings, shall remove or grade, to the extent directed, all embankments or coffer dams made for construction purposes shall remove all plant and equipment, shall satisfactorily dispose of all rubbish resulting from the operations under this Contract and shall do all work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this Contract.

3.7.4 The Contractor shall comply with the all the statutes/ guidelines of Ministry of Environment & Climate Change (MoEF&CC), Central Pollution Control Board (CPCB), State Pollution Control Board (SPCB), local municipal / panchayat authorities including the Solid Waste Management Notification dated 29th March 2016 (published in Gazette of India, Part II, Section 3, Subsection (ii)) by MoEF&CC and any further latest notifications thereon at its own cost.

3.8 **Reporting Requirements**

3.8.1 Contractor shall deliver to Owner/Project Manager/ Owner's Representative a computer-based PERT/ Network Schedule in hard copy as well as a soft of Primavera (XER format)/ any other mutually agreed electronic format during the Kick-off Meeting in accordance with the Contract.

3.8.2 Progress scheduling report shall be provided by the Contractor to the Owner/Project Manager in accordance with the Contract including, but not limited to, requirements indicated in the Specification. Contractor shall be responsible for,

a) Ensuring that performance of the Work proceeds in accordance with the network Schedule and

b) Co-ordinating the activities of all Sub-contractors.

Contractor to have/ arrange Video Conferencing facility at his HO & manufacturing plants and Project Site for Project status reviews/ discussions.

Contractor and his Sub-contractors will comply & follow the online document management systems requirements of the Owner/ Project Manager.

3.8.3 **Daily Diary** and **Progress Reports**

A daily diary register will be kept in the Owner/Project Manager's office. The Contractor will supply all detailed information every day at 9.00 hours for the day preceding and the diary will be jointly signed by the Owner/Project Manager/ Owner's Representative and the Contractor's representatives, every day in token of its correctness. A works instruction book, serially numbered will also be kept in the Owner/Project Manager's office and all day-to-day instructions will be given in that book. The Contractor's representative shall report everyday to see these instructions and sign them at the bottom in token of his having seen them.

The Contractor shall supply all information regarding procurement of materials and progress of construction work, as is required by the Engineer for compiling the weekly progress reports. This information shall be supplied by 9.00 hours on every Monday, for the preceding week.

The Contractor shall furnish the Engineer with two levels of report (Weekly & Monthly) as per the format as approved by Owner/Project Manager.

Apart from this the Contractor is required to submit a daily report of the skilled labour and plant, equipment and other resources deployed by him at the Project Site. This shall include the resources of the Sub-contractor if any.

3.9 Schedule

3.9.1 Time is the essence of this contract. The Contractor shall, within one week of receipt of the Letter of Intent submit to the Owner for his approval, a detailed work schedule adhering to the timeline as stated in Special Conditions of Contract, before starting the Work to achieve completion schedule both interim and ultimate. After the Owner has agreed with the schedule, the Contractor shall prepare detailed program of each work front/activity breaking it down giving daily quantifiable/measure of progress. The schedules are to be reviewed periodically with the Owner to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the Owner) to adhere to the completion dates. The Owner reserves the right to revise the schedule at his discretion in order ensure completion within the completion date and to suit the Project requirement and such alterations shall not entitle the Contractor to any extra payment. The Contractor shall provide to the Owner/Project Manager for approval within the time stated in clause 3.8.1 the programme for the execution of the contract, showing (a) the sequence and timing of activities by which the contractor proposes to carry out the work and (b) the times by which the Contractor requires the Owner/Project Manager to furnish any Owner/Project Manager's inputs as set forth in the specifications, which as and when approved shall form the Schedule.

3.9.2 Without prejudice and in addition to the foregoing the Contractor shall prepare and furnish to Owner/Project Manager updated monthly schedules of the Work to be performed, including a critical path schedule.

3.9.3 Not Used.

3.9.4 The Schedule that is updated on a Monthly basis shall be done from the basic schedules which together with the updated monthly Schedule shall be available in a computer system to which the Owner/Project Manager/Owner's Representative will have access to facilitate the Owner/Project Manager to review the various levels to independently analyse the relevant information. This, however, does not take away the responsibility of the Contractor to fulfil all his obligations under the Contract, in eluding informing the Owner/Project Manager /Owner's Representative about the delays as also the expected delays and the actual plans to overcome such delays.

3.9.S Contractor shall arrange for the mobilisation of all equipment, material, personnel and all other resources to progress the work at the site to suit the completion dates of the Works. No financial, time extension or other claims for idling or under-utilisation of Contractor's resources will be entertained or paid by Owner unless certified by Owner's Engineer.

3.9.6 Contractor shall identify suitable quarries for uninterrupted supply of coarse and fine aggregates and sources of all other construction materials and make necessary arrangements for transportation of the same at its own cost. If quarries and sources of other materials are located faraway, Contractor shall at all times have reserve storage of all the construction materials so as not to affect the required rate of progress.

3.10 **Taxes, Duties and Levies (As Applicable)**

Unless specifically mentioned in the Special Conditions of Contract, Contractor shall not assume any duty concessions/ exemptions of any nature whatsoever and shall consider all Taxes, Duties and Levies at the full rate without any concessions while submitting the Price Bid and all Taxes, Duties and Levies shall be deemed to be included in the Contract Price at the applicable full rate without any exemption or concessions. Owner shall not be liable to provide any document for availing any exemption or concessions on Taxes, Duties and Levies.

In case the Project / Relevant Package is conceived under any special taxation scheme (e.g. Deemed Export Benefit (FTP) of Government of India/ International Competitive Bidding Process / Mega Power Project / Renewable Projects etc.), the same shall be specifically stated under Special Conditions of Contract. In such cases, the Contractor shall obtain/consider all the tax exemptions as applicable under Govt. of India / State Govt. (Project Authority /Essentiality Certificate) while submitting the Price Bid.

3.10.1 **Taxes to the Contractor's Account**

i) The Contract Price as mentioned in the Schedule of Quantities mentioned elsewhere in the Contract are inclusive of applicable taxes including BOCW, CGST, SGST, IGST, Customs Duty, royalties and/or any other duty/tax levied by Central, State Governments, local bodies or other public bodies. The tax components (CGST, SGST, IGST etc.) shall be shown separately in price breakup.

ii) The agreed rates and price shall be deemed to include all materials, labour, plant & equipment and everything necessary to satisfactorily the agreed contract Works, rates shall also include for everything in the Technical Specifications & all activities/things required to complete the particular item. The rates shall be firm till the tenancy of Contract and shall not be subject to escalation on any ground whatsoever. The Contractor when called for by the Owner/Project Manager shall furnish detailed analysis in support of the rates quoted by him against each item of the Contract. The Owner/Project Manager reserves the right to utilise the analysis thus supplied in settling any deviations or claims arising out of this Contract.

iii) Except as otherwise specifically provided in the Contract irrespective of the mode of Contracting, the Contractor shall bear and pay all taxes, duties, levies, charges, interest and penalties and the like levied and /or assessed on the Contractor, its Sub-contractors, or their employees, by all municipal, local bodies, state or national government authorities or any other Government Instrumentality in connection with the Works.

iv) The Contractor, hereby agrees to indemnify and keep indemnified and saved harmless at all times the Owner/Project Manager against any loss, Cost, expenses or damages suffered or incurred by it, by reason of its failure to pay taxes, duties, etc which it is obliged to pay pursuant to the provisions of this clause and/ or arising out of its failure to comply with its obligations under this clause.

v) The Owner/Project Manager shall recover from the Contractor and / or adjust from the Contract Price all taxes, duties, levies, charges, interest and penalties and the like leviable and/ or assessable on the Contractor, its Sub-contractors or their employees but levied and / or assessed on the Owner/Project Manager as a representative assessee / agent of the Contractor, its Sub-contractors or their employees, by all municipal, local, state or national

government authorities or any other Government Instrumentality in connection with the Work.

vi) Further the Owner/Project Manager shall recover from the Contractor and/ or adjust from the Contract Price, simple interest at State Bank of India Marginal cost offund-based lending rate(SBI MCLR) for a tenure of 1 year from the date of payment of all taxes, duties, levies, charges, interest and penalties and the like leviable and/ or assessable on the Contractor, its Sub-contractors or their employees but levied and / or assessable on the Owner/Project Manager as a representative assessee / agent of the Contractor, its Sub-contractors or their employees, by all municipal, local, state or national government authorities or any other Government Instrumentality in connection with the Work.

3.10.2 Variation in Tax or Applicable Taxes or Introduction of New Taxes

i) Any statutory variation in rate of applicable Indian taxes, duties, levies etc., any variation in applicable taxes or interpretation/enforcement of the same or introduction of new taxes or the introduction/amendment of any exemptions (other than Direct taxes i.e. Income Tax, corporate tax etc), levied in India, starting from 2 (two) Days prior to the Closing Date for submission of Bid but within the Guaranteed Completion Date of Works, shall be to the account of the Owner/Project Manager. Such adjustment shall be limited to direct transactions between the Owner/Project Manager and the Contractor and no amounts shall be payable on account of variation on taxes, duties and levies between the Contractor and its sub vendors/Sub-contractors/suppliers.

ii) Any statutory variation on account of aforementioned factors shall be reimbursed by Owner/Project Manager to Contractor or by the Contractor to the Owner/Project Manager, as the case may be, against submission of documentary evidence in support thereof. However, in case of delay, from the originally prepared network Schedule, Schedule and Guaranteed Completion Dates as may be relevant for the computation thereof, due to reasons not attributable to the Owner/Project Manager, any statutory variation adverse to the Owner/Project Manager over and above those specified under "Schedule of Quantity and Rates" as given elsewhere in the Contract, including any taxes during the delayed period shall be to the Contractor's account and the Owner/Project Manager shall not be liable for the same in any manner whatsoever.

iii) The Contractor is obligated to keep the Owner/Project Manager/Owner's Representative notified of the aforesaid statutory variations within 15 (fifteen) days of such variation coming into effect.

iv) The Contract Price and other prices given in the "Schedule of Prices" are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves wrong, incorrect or misleading, the Owner/Project Manager shall have no liability to reimburse/pay to the Contractor the excess taxes, fees etc; if any finally levied/imposed under the statutes except as provided in this clause. However, if the taxes/fee levied/imposed are lower than the amount indicated in the Schedule of Prices, the Owner/Project Manager shall be entitled to recover the difference from the Contractor.

v) Anti-Profiteering Clause: Notwithstanding anything contained in the Contract, in the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, or any change in the interpretation by the Supreme Court of India of any said Act or law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the Bid Submission Due Date up to the FAC, if any, which results in any decrease in the cost of the Works/ Relevant Package through reduced liability of taxes & duties, increase in the input tax credits, Contractor shall pass on the benefits of such reduced cost, taxes or duties to Owner, to the extent which is directly attributable to

such introduction of new legislation or change or amendment as mentioned above as per Anti-profiteering Rules, 2017, hereby, "Tax" or "tax" shall include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of indirect tax or direct taxes and whether or not imposed by the central government, state government, local or municipal authority or any other statutory body.

vi) The Contractor shall comply with all the requirements prescribed in the GST Acts (including Central and State Acts) in respect of the activities/ supplies made by them under this Agreement/ Contract to enable Owner to avail input tax credits on timely basis.

vii) The Contractor shall comply with all the requirements prescribed in the BOCW Act (The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996) pay the applicable BOCW cess at its own cost on timely basis and submit the compliance document to the Owner/ Project Manager for their verification.

viii) All central/ state/ local indirect taxes, duties, levies or cess etc. even if not stated explicitly in the Price Schedule but applicable on the supplies/ services delivered under the Contract shall be deemed to be part of the Contract Price and not payable separately. The Contractor shall comply with and pay all such central/ state/ local indirect taxes, duties, levies or cess etc. The Contractor shall be responsible for any loss of tax credit or any other costs including interest, penalty, etc. that may be levied or recovered by the statutory authorities from the Owner in the instance of default of obligations under this Section.

3.10.3 The tax invoices shall contain the details to comply with the GST Law. The Contractor 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 number in all invoices as well as Owner's GST number.

3.10.4 In case any taxable service is provided by any Contractor who is a non-resident or who does not have an office in India, then contractor shall undertake to appoint a representative in India. The Contractor shall pay the required amount of GST to this representative who in turn shall affect the payment of the tax to appropriate authority. Owner/Project Manager will not take any responsibility to pay GST.

On the basis of documentary proof of such payment of tax, the Owner /Project Manager would be entitled to declare the particulars thereof in his GST return.

The agreed rates against items in Schedule of Price shall be deemed to be inclusive of GSTfor such taxable service provided by the Contractor who is a non-resident or who does not have an office in India. The Owner/Project Manager will not pay any extra cost towards GST..

3.10.S **Withholding taxes**

The Owner/Project Manager shall pay, out of the Contract Price, any withholding tax charged by any Government Instrumentality including the Government of India or any Indian State Government on the Contract or the performance of the Work pursuant to or under the Contract. The Owner/Project Manager shall furnish to the Contractor appropriate documentation / certificates/ challans evidencing payment of any such withholding tax.

Should any tax benefit accrue to the Contractor in Country of the Contractor/ or Owner /Project Manager by way of deduction as expenses or as tax credit or otherwise against its tax liability, or on account of any taxes paid in India by the Owner/Project Manager pursuant to the Contract or any Applicable Law on account of this Contract, the Contractor shall forthwith pay the same to the Owner/Project Manager. The Contractor agrees and undertakes to furnish to the Owner/Project Manager every year till the end of the period during which the Contractor is entitled to any tax benefit in India or elsewhere pursuant to this clause or completion of its tax assessment whichever, is later, a certificate from its independent Auditors or an independent certified public accountant acceptable to the Owner/Project Manager, the quantum of such tax benefit, if any, and basis for arriving at such tax benefits.

3.10.6 **Benefit of credit for tax**

For tax, levy, duty concessions Owner/Project Manager will initiate necessary applications & the procedures and will expedite the documentation / certification required in time for availing the benefits. In case of unforeseen delays from the approving authorities, contractors shall manage the implications and will carry out necessary documentation/ submissions to avail these benefits at a later date once the Owner/Project Manager is in receipt of the required certificate.

If, as a result of any agreement, whether existing or modified or signed in future on avoidance of double taxation between the Government of India and the Government of the Contractor's Country or under any law, any tax benefit shall accrue to the Contractor in Country of the Contractor or by way of deduction as expenses or as tax credit or refund or otherwise against its tax liability or on account of taxes, which are paid in India by the Owner/Project Manager pursuant to this Contract, the benefit of such credit, deduction as expense or refund along with details shall be passed on to the Owner/Project Manager within 15 (fifteen) days of the receipt of such credit / refund/deduction as expense or otherwise by the Contractor/expatriate. The Contractor/its expatriates shall take immediate and appropriate action for obtaining the admissible credit or refund from such Country's authorities and payment of the same to the Owner/Project Manager. The Contractor shall at all times keep the Owner/Project Manager informed about the same.

The Contractor shall furnish on an annual basis, a certificate from an independent Chartered Accountant confirming:

a) The amount of credit or refund or deduction as expense or otherwise that may be due, if any, to it on account of tax paid by the Owner/Project Manager in India in respect of payments under the Contract to the Contractor; and

b) Amount of credit or refund that may be obtained or deduction as expense that may be permissible, if any, during the relevant period.

No such annual certificate is required with regards to expatriates' tax credit or refund. However, the Contractor will inform the Owner/Project Manager of all such credits or refunds obtained by its expatriates as aforesaid.

3.11 **Security & Safety Rules of Owner**

3.11.1 The site is a protected place and entry to the site is restricted. No person shall be employed or allowed on the site without the prior permission in writing from the Owner. All persons employed or allowed at the site shall at all times conform to all regulations laid down by the Owner.

3.11.2 The Contractor shall strictly follow Security Instructions of the Project Site and maintain proper control on movement of his men/materials. He shall implement the procedures for entry token/passes at his cost as required. He will record entry of all incoming materials, as no materials, which are returnable, will be permitted to be removed if not recorded at the time of entry. Contractor shall strictly abide by the rules and regulations of security and safety enforced by the Owner. Contractor shall provide proper identity cards, badges, etc., to its personnel and to its Sub-contractors and their personnel whenever directed by the Owner. Contractor shall be solely responsible for the safety and security of its personnel and equipment. Contractor shall indemnify and hold Owner/Project Manager harmless from time to time from and against any all losses, claims, suits, proceedings, taxes, penalties, liability, damages, costs and expenses, suffered or incurred, arising out of or in connection with any bodily injury caused to the representatives/employee of the Contractor or any other third party.

3.11.3 Contractor shall do all things necessary or expedient to protect any and all parallel, converging and intersecting electric lines and poles, highways, access or other roads, bridges, waterways, railroads, sewer lines, natural gas pipelines, drainage ditches, culverts, fences, walls, and water lines, power or communication cables or lines and any and all physical property of others, from damage resulting directly or indirectly from performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the access roads to the Site and all access roads within the Site, in good repair and passable at all times as well as proper drainage system. In the event that any such physical property is damaged or destroyed in the course of the performance of the Work, Contractor at his cost shall rebuild, restore or replace such damaged or destroyed physical property to full satisfaction of Owner/Project Manager and shall fully indemnify and hold the Owner/ Project Manager harmless from time to time and against any all losses, claims, suits, proceedings, taxes, penalties, liability, damages, costs and expenses, suffered or incurred, arising out of or in connection with the performance of the Work, whether directly or indirectly.

3.11.4 Contractor shall provide, and shall ensure that its Sub-contractors provide, proper and ample protection from damage or loss to the Works/other packages, the Site, equipment and construction equipment during its performance of the Work.

3.11.S In the event that any of the Works are damaged or destroyed for any reason prior to acceptance of such work, Contractor shall rebuild, restore or replace the works or such items, subject to and in accordance with the Contract including Specifications. All costs irrespective of reimbursement of claims from Insurance shall be to Contractor's account.

3.11.6 Contractor shall adopt all safety measures/provide necessary protection to already constructed foundation/structures irrespective of the sequence of construction.

3.12 **Royalties and License Fees**

3.12.1 Contractor shall pay all required royalties and license fees with respect to proprietary rights, intellectual property licenses and agreements, and shall procure, as required, the appropriate proprietary rights, intellectual property licenses and agreements, for Materials, methods, processes, systems and Services incorporated into the Relevant Package or the Project or otherwise relating to the performance of the Work and thereafter for the purpose of operation & maintenance of the Works. Contractor should possess the valid license for the technology used in India by such Contractor from their principals/ technology providers. Contractor shall also arrange backup guarantees from their principals/ technology providers as required by the Owner/Project Manager, to demonstrate the Contractor's legal rights to use such intellectual property.

3.13 **Standard for Supplies and Performance**

3.13.1 Without limiting any other provision of Contract including Specifications, Contractor shall perform the Work and cause his Sub-contractors to perform their Work hereunder in accordance with Good Construction Practices and standards of professional care, **skill,** diligence and competence generally accepted in the construction industry applicable to construction & project management practices for Structures of similar size and type as the Works.

3.14 **Fire Protection**

3.14.1 The Work procedures that have to be used during the construction/ erection shall be those, which minimize fire hazards to the extent practicable. Combustion materials, combustible waste and rubbish shall be collected and removed from the Site at least once each Day. Fuels, oils and volatile of flammable Materials shall be stored away from the construction and equipment and material storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible Materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such Materials are received with the equipment at Site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.

3.14.2 Similarly corrugated paper fabricated cartons, etc. will not be permitted in the construction area either for storage or for handling of Materials. All such Materials used shall be of waterproof and flame-resistant type.

All other Materials such as working Drawings, plans, etc. which are combustible but are essential for the Works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

3.14.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

3.14.4 The Contractor shall provide enough fire protection equipment of the types and in enough numbers for the ware-houses, office, temporary appropriate structures, labour colony area, etc. Access to such fire protection equipment, shall be easy and be kept open at all times.

3.14.5 In the event of occurrence offire being attributable in the opinion of the Owner/ Project Manager to the contractors' negligence no extension of time will be granted.

3.15 **Contractor's Equipment and Owner/Project Manager's rights thereof**

3.15.1 All equipment provided by the contractor & his Sub-contractors shall be certified, tested & valid by the competent Person. The Contractor shall provide all Contractor's equipment necessary to perform the Work and complete the Works. All Contractors' equipment shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and performance of Services. The Contractor shall not remove from the Site any such Contractor's Equipment without the consent of the Owner/Project Manager/ Owner's Representative. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

3.15.2 The Owner/Project Manager shall have lien on such goods for any sum or sums, which may at any time, be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) Days' Notice in Writing of his intention to do so, the Owner/Project Manager shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

3.16 **Access Route to & at site**

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes to the Site that he chooses to use. The Contractor shall (as between the Parties) be responsible for the maintenance of access routes. The Contractor shall provide any signs or directions, which he may consider necessary for the guidance of his staff, labour and others. The Contractor shall obtain any permission that may be required from the relevant authorities for the use of such routes, signs and directions.

The Owner/Project Manager will not be responsible for any claims which may arise from the use or otherwise of any access route. The Owner/Project Manager does not guarantee the suitability or availability of any particular access route, and will not entertain any claim and shall not be liable for any non-suitability or non-availability for continuous use during construction of any such route.

3.17 **Insurance**

Contractor shall obtain and maintain all insurance required to be obtained by Contractor as per the Contract and as per statutory requirements including clause 4.0 hereof.

3.18 Maintenance of Schedule and Milestone Schedule

If Contractor is not performing the Work at a rate which will maintain the Schedule or the Milestone Schedule, Contractor shall at its own expense shall cause Contractor's personnel, to work such overtime and furnish such additional personnel and construction equipment and resources as may be required to comply with the Schedule or the Milestone Schedule (as the case may be).

3.19 **Work** and **Safety Regulations**

3.19.1 The Contractor shall ensure proper safety of all the workmen, Materials and equipment belonging to him or to Owner/Project Manager or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Owner's Representative, as he may deem necessary.

3.19.2 The Contractor shall notify well in advance to the Owner's Representative of his intention to bring to the Site Container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals, which may involve hazards. The Owner's Representative shall have the right but not the obligation to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the Work and the Contractor shall strictly adhere to and comply with such instructions.

3.19.3 The Owner's Representative shall have the right but not obligation at his sole discretion to inspect any such container or such construction plant/equipment for which Material in the Container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Owner/Project Manager and the Owner/Project Manager shall not entertain any claim of the Contractor towards additional safety provisions/ conditions to be provided for/ constructed as per Owner's Representative's Instructions.

3.19.4 Wherever it is necessary to provide and/ or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India as well as other relevant and Applicable Laws, rules and regulations. All such storage shall have prior approval of the Owner's Representative. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for

obtaining the same. Notwithstanding anything contained herein, the Contractor shall not store any petroleum products or petroleum mixtures or any other explosive material in the Site for a period in excess of 7 days, without the prior written consent of the Owner's Representative.

3.19.5 All equipment used in construction and erection by Contractor or his Sub-contractors shall meet Indian and International Standards of safety and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor or his Sub-contractors in accordance with Manufacturer's operation manual and safety instructions and as per Guidelines and Rules of the Owner/Project Manager in this regard.

3.19.6 Periodical Examinations and all Tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and all relevant Law/Rules in force from time to time. A register of such examinations and Test shall be properly maintained by the Contractor and will be promptly produced as and when desired by Owner's Representative or by the Person authorised by him.

3.19.7 Not Used

3.19.8 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Owner's Representative who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

3.19.9 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent Person strictly in accordance with the Code of Practices/Rules framed under relevant laws, rules and regulations not restricted to Indian Explosives Act pertaining to handling, storage and use of explosives.

3.19.10 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of and experienced and competent Person. For erection, good and standard quality of material only shall be used by the Contractor.

3.19.11 The Contractor or his Sub-contractors shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner/Project Manager or other Contractors under any circumstance, whatsoever, unless expressly permitted in Writing by the Owner/Project Manager to handle such fuses, wiring or electrical equipment.

3.19.12 Before the Contractor or his Sub-contractors connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner/Project Manager, he shall:

a) Satisfy the Owner's Representative that the appliance is in good working condition

b) Inform the Owner's Representative of the maximum current rating, voltage and phases of the appliances

c) Obtain permission of the Owner's Representative detailing the sockets to which the appliance may be connected.

3.19.13 The Owner's Representative will not grant permission to connect until he is satisfied that:

a) The appliance is in good condition and fitted with a suitable plug.

b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

3.19.14 No electric cable used by the other Contractor/Owner/Project Manager will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

3.19.15 No repair work shall be carried out on any live equipment. The equipment shall/must be declared safe by Owner's Representative and a permit to Work shall be issued by Owner's Representative before any repair work is carried out by the Contractor or his Sub-contractors. While working on electric lines/equipment whether live or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor or his Sub-contractors to electricians/workmen/officers.

3.19.16 The Contractor shall employ necessary number of qualified, full time Electricians/Electrical Supervisors to maintain his temporary electrical installations.

3.19.17 The Contractor employing more workmen than specified under Factories Act 1948 whether temporary, casual, probationer, regular or permanent or on Contract, shall employ at least required numbers of full time officers exclusively as Safety Officer to supervise the safety aspects of the equipment and workmen who will coordinate with the Project Safety Officer and Owner's Representative. In case of Work being carried out through Sub-contractors, the Sub-contractor's workmen/employees will also be considered as the Contractor's workmen/employees for above purpose.

3.19.18 The name and address of such Safety Officers of Contractor will be promptly informed in Writing to Owner's Representative with a copy to Safety officer-in-charge before he starts Work or immediately after any change of the incumbent is made during currency of the Contract.

3.19.19 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor, major or fatal injuries to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Owner's Representative in prescribed form and also to all the authorities envisaged under the Applicable Laws.

3.19.20 The Owner's Representative shall have the right at his sole discretion to stop the Work, if in his opinion the Work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in Writing about the nature of hazards and possible injury/accident and he shall comply with the instructions of the Owner's Representative including removal of shortcomings promptly. The Contractor after stopping the specific Work, can, if felt necessary, appeal against the order of stoppage of Work within 3 (three) Days of such stoppage of Work and Owner/Project Manager's decision in this respect shall be conclusive and binding on the Contractor.

3.19.21 The Contractor shall not be entitled for any damages/compensation for stoppage of Work due to safety reasons as provided in clause 3.19.19 above and the period of such stoppage of Work will not be taken as an extension of time for completion of Work and will not be the ground for waiver of levy of Liquidated Damages.

3.19.22 The Contractor and his Sub-contractors shall follow and comply with all Safety Rules, relevant provisions of Applicable Laws pertaining to safety of workmen, employees, Works and equipment as may be prescribed from time to time without any demur, protest or contest or reservation.

3.19.23 **Training of work force deployed by the Contractor/ its Sub-contractors at TPSDI:**

Tata Power has established state-of-the-art vocational/ skills development training facilities at its major facilities like Trombay, Shahad (near Mumbai), Mundra, Maithon etc. under the entity The Tata Power Skill Development Institute (TPSDI) as a Corporate Social Responsibility endeavour to

empower youth and others with employable skills, especially in the Power and allied sectors, and to address the skill gap challenge faced by the Indian Power Sector.

The TPSDI program is in congruity with the National Skill Quality Framework (NSQF). The TPSDI Competency Framework allows participants to swiftly pick up readily deployable skills and continue upgrading their skills after convenient intervals over a period of time. The trainings are offered by TPSDI at nominal charges published time to time.

In order to improve work safety and to ensure that all work force deployed at Owner premises have the right orientation / induction and skills training before they undertake any work, Contractor shall ensure all workforce employed by Contractor / his Sub-contractors are TPSDI qualified in work safety and their respective skills/ crafts as detailed out in the Tata Power Safety Terms & Conditions annexed to this GCC.

3.20 **Employee Identification, Project Site Security and Protection of Project Site**

3.20.1 Contractor shall provide a method which shall be subject to the reasonable approval of Owner/Project Manager, of checking the employees of Contractor, the Sub-contractors, Owner/Project Manager and Owner's/Project Manager's other suppliers and Contractors in and out of the areas in which the Work is to be performed under the Contract.

3.20.2 Contractor's employees shall wear identification badges provided by the Owner's Representative while on Work at Site.

3.20.3 Contractor shall at all times be responsible for the security of the Works and the Site at all times and the Goods therein while the Work is being performed or Goods are being supplied up to the earliest of:

a) Take-over and issuance of provisional Acceptance Certificate

b) The transfer of care, custody and control of the Works as a whole to Owner /Project Manager with the concurrence of the Owner/Project Manager, or

c) Termination of the Contract.

3.20.4 Contractor shall do all things necessary or expedient to protect any and all parallel, converging and intersecting electric lines and poles, highways, access or other roads, bridges, waterways, railroads, sewer lines, natural gas pipelines, drainage ditches, culverts, fences, walls, and water lines, power or communication cables or lines and any and all physical property of others, from damage resulting directly or indirectly from performance of the Work or in supply and transport of Goods. Without limiting the generality of the foregoing, Contractor shall maintain the access roads to the Site and all access roads within the Site in good condition and passable at all times as well as proper drainage system. In the event that any such physical property is damaged or destroyed in the course of the performance of the Work or in supply and transport of Goods, Contractor at his cost shall rebuild, restore or replace such damaged or destroyed physical property to full satisfaction of Owner/Project Manager.

3.20.5 Contractor shall provide, and shall ensure that its Sub-contractors provide, proper and ample protection from damage or loss to the Relevant Package, the Site, equipment and construction equipment during its performance of the Work.

3.20.6 In the event that any of the Relevant Package or Works or Facility or any other assets, equipment or material of Other Contractor or any third parties are damaged or destroyed for any reason prior to acceptance and Final take-over of such Relevant Package or Works, Contractor shall rebuild, restore or replace the Relevant Package/Works so as to deliver the Relevant Package complete in all respect and shall build, restore or replace all such other damaged or destroyed items, subject to and in accordance with the Contract of the Facility or of the third parties back to their original

state prior to the event or otherwise satisfy all claims for damages of third parties.. All costs irrespective of reimbursement of claims from Insurance shall be to Contractor's account.

3.21 **Safety Programme** and **Policy**

3.21.1 The Contractor shall strictly comply with the Owner's Contractor Safety Policy and Safety Terms and Conditions. Any misconduct and/or violations 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. Contractor shall, and shall cause all Sub-contractors to, implement and administer a safety program for the Relevant Package, subject to the approval of the Owner/Project Manager (which shall not be unreasonably withheld), which shall include:

a) Development of a safety manual (the "Safety Manual") establishing safety guidelines and requirements for Contractor, Sub-contractor (including a fall prevention program). Copies of this manual shall be provided to Owner/Project Manager and Owner's Representative immediately upon its development and Contractor shall incorporate into such Safety Manual any and all reasonable comments of Owner/Project Manager;

b) Conducting of weekly safety meetings with the employees and agents of Owner/Project Manager, Contractor, Sub-contractor and Owner's other Contractors and their Sub-contractors;

c) Development, implementation and enforcement of procedures for advising employees and agents of Owner/Project Manager, Contractor, Sub-contractor and Owner's other Contractors and their Sub-contractors of, and correction of, safety violations and deficiencies;

d) Taking of all other actions necessary to provide a safe Work environment in accordance with Applicable Laws and Applicable Permits. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to avoid damage, injury or loss to:

   i) All persons employed by the Owner/Project Manager, Contractor and its Sub-contractors and Owner's other Contractors and their Sub-contractors in connection with the Work or supply of Goods or Owner/Project Manager and its Contractors and Sub-contractors (whether in the performance of their obligations under the Contract or otherwise) and all other persons who may be affected by the performance of the Work or supply of Goods or any of such persons.

   ii) All supplies used in connection with the Relevant Package and all equipment to be incorporated into the Relevant Package, whether in storage on or off the Site under the care, custody or control of Owner/Project Manager, Contractor, any Sub-contractor or Owner's other Contractors and their Sub-contractors.

e) At all times (including during Commissioning, start-up, testing and Initial Operation, and Tests before Take-over including Performance Tests) Contractor shall require all Sub-contractors working on or supplying equipment or construction equipment to the Site to comply with all safety requirements in effect at all such times and of all Applicable Laws and Applicable Permits. Contractor shall, and shall cause the Sub-contractors to, comply with all Applicable Laws and Applicable Permits.

3.21.2 Contractor shall submit list of tools & tackles with details of make, year of manufacturing, valid certification to the Owner/Project Manager's Representative for approval.

Owner/Project Manager may during the execution of the Relevant Package 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.

3.22 **Protection of the Environment:**

3.22.1 The Contractor shall take all reasonable care and actions to protect the environment both on and off the Site and to limit the damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values prescribed by Applicable Laws and the values as indicated in the Technical Specifications.

3.22.2 The Contractor shall be required to ensure that there shall be no cutting of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent any unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer.

b) All trees and shrubs which are not specifically required to be cleared or removed for construction purposes shall be preserved and protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Owner / Project Manager. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Owner/Project Manager. Trees shall not be used for anchorage.

c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into the river/water bodies. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Owner/Project Manager. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act 1974- Section 33 (A) including any further latest notifications thereon.

d) In the conduct of construction activities and operation of construction equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. The Contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 - Section 31(A) including any further latest notifications thereon.

e) Burning of materials resulting from clearing of tree, bush, combustible construction materials and rubbish shall not be allowed and shall be disposed in environmentally friendly manner.

f) The Contractor shall be required to prevent flowing of debris and muck into the river/water bodies. Necessary restricting structures like walls/crates etc. shall be constructed for the purpose. Before handing over the Site to the Owner/Project Manager at the end of construction, the Contractor shall also stabilize the muck fully i.e. consolidation and compaction of the muck shall be carried out in the muck dump sites.

g) All the construction equipment which are likely to generate high noise levels are to be fully equipped (with noise reduction measures) to meet the ambient noise control standards.

All costs related to preservation and maintenance of the environment at Site shall be deemed to have been included in the Contract Price.

3.22.3 The Contractor shall indemnify and hold the Employer harmless against and from all claims, damages, losses and expenses (including legal fees and expenses) resulting from the consequences of any failure by the Contractor to comply with the provisions of the clause 3.22.

3.23 **Affirmative Action:**

The Owner recognizes that diversity in the workplace positively impacts business. The Owner commits itself in helping 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 agree to incentivise the Contractor by paying additional 1% of the contract value, 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%, however, subject to a maximum incentive of INR 5 million on this account. While the Contractor will assist the workforce so engaged to become self-reliant in meeting the work expectation, the Owner will 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 shall pay the incentive after its verification.

3.24 **DRAWINGS AND SCHEDULE OF QUANTITIES**

3.24.1 One set of the drawings and specifications and schedule of quantities shall be furnished by the Owner/Project Manager to the Contractor, and Owner/Project Manager shall furnish, within such time as he may consider reasonable, one copy of any additional drawing/s which in his opinion may be necessary for the execution of any part of the work. Such copies shall be kept on the works and the Owner/Project Manager and their representatives shall at all reasonable times have access to the same, and they shall be returned to the Owner/Project Manager by the Contractor before the issue of the certificate for the balance of his account under the Contract. This contract and the signed drawings and specifications and schedule of quantities shall remain in the custody, of the Owner/Project Manager, and shall be produced by him at his office as and when required by the Owner/Project Manager or by the Contractor.

3.24.2 Owner shall also supply construction drawings and details progressively during the contract period, to cover all the works envisaged in the scope of the contract. Construction drawings would be issued at the commencement of the work and subsequently to ensure that progress is maintained at the required pace, to meet the agreed work schedule of completion provided design data are available. If the Contractor apprehends any delay in construction for want of drawings and details, he shall, immediately advice the Owner/Project Manager in writing accordingly. In case the work is retarded or even stopped temporarily for lack of details and construction drawings to proceed with, the Contractor would be given extension of time to the

extent his work has been held up for want of drawings. The Owner/Project Manager's decision in regard to the extension of time allowed on this account shall be final and binding.

3.24.3 Only figured dimensions on drawings will be followed and drawings to large scale shall generally take precedence over those to a smaller scale. Detailed drawings and notes appended thereon shall be deemed to form part of the specifications and to supersede the specification in case of discrepancies. However, all documents shall be considered mutually explanatory.

3.24.4 Contractor shall prepare and submit detailed fabrication drawings based on the drawings and/or instructions furnished by Owner for structural steel and works which require further detailing for successful execution of works. Owner's Engineer shall review and comment such detailed drawings submitted by Contractor. Contractor will have to re-submit the commented drawings till the Owner approves the drawings as fit for fabrication/ construction. Contractor must note that it is his responsibility to timely submit and obtain Owner's approval on the fabrication / detailed drawings without affecting the Project progress and schedule. The Contractor must submit and adhere to fabrication / detailed drawing schedule in accordance with the Project requirements and to the Owner's satisfaction as would be decided during the kick-off meeting with him.

3.25 **MEASUREMENT OF WORKS**

3.25.1 The Owner/Project Manager/ Owner's representative may from time to time intimate to the Contractor that they require the works to be measured and the Contractor shall attend or send a qualified agent to assist the Owner/Project Manager and Owner's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

3.25.2 Should the Contractor not attend or neglect or omit to send such agents then the measurements taken by the Owner/Project Manager/ Owner's representative or approved by them shall be taken to be the correct measurements of the **work.** Such measurements shall be taken **in** accordance with the Mode of Measurements mentioned in the specification.

3.25.3 Any claim which the Contractor may have to make in respect of such measurement shall be made by him in writing to the Owner/Project Manager within seven days of the date of these measurements, failing which the measurements shall be deemed to have been accepted by the Contractor.

3.25.4 Where mode of measurement is not specified, the measurements will be taken at site as per I.S. Code of Practice for Measurements. The Contractor shall give all assistance for taking measurements like steel measuring tapes, scaffolds, ladder and including surveyors with surveying instruments for checking and confirming levels.

3.26 **SCHEDULE OF QUANTITIES - NO CLAIM BECAUSE ACTUAL QUANTITIES DIFFER FROM PRELIMINARY STATEMENT**

3.26.1 The quantities of the various kinds of work to be done and materials to be furnished under this Contract which have been estimated and are set forth in the proposal or the Agreement or the Schedule of Quantities and Rates are the best available, but may not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the work under this Contract

3.26.2 The Contractor agrees that neither the Owner/Project Manager nor the Engineer nor any of the employees or agents thereof shall be held responsible if any of the said estimated quantities should be found to be not even approximately correct in the construction of the work and that he will not at any time dispute or complain of such statement nor assert that there was any

misunderstanding in regard to the character, size and type of work to be done or the kind or amount of the materials to be furnished or work to be done. Further, the Contractor shall make no claim for anticipated profits, for loss of profit or for damage because of a difference between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth by the Owner/Project Manager or the Engineer

3.26.3 The rates/prices quoted by the Contractor in the schedule of rates/prices shall be firm irrespective of any variation in the quantities of individual items of work and/or in the total Contract Price unless otherwise specified in Special Conditions of Contract.

3.27 CONTRACTOR INFORMED, AS TO THE CONDITIONS

3.27.1 The Contractor shall inspect, examine and obtain all information and satisfy himself regarding all matters and things such as right of way, surface and sub-surface water conditions to be encountered, the character of equipment and facilities needed for the prosecution of work; the location and suitability of all construction materials, the quantities of various sections of the work, and local labour conditions, relating to the execution and maintenance of the works to be carried out under the Contract or any hindrances or interference's to or with construction and maintenance of the works from any cause whatsoever including any other operation of works, which may or will be carried out on or adjacent to the site of the works under the Contract and shall make allowance for all such contingencies in the Contract Price and will not raise any claims or objections against the Owner/Project Manager in any of such matters as mentioned above.

3.27.2 The acceptance of the order or making of a Contract will be construed as evidence that such an examination was made and later claims for labour, equipment or materials required for difficulties encountered will not be allowed.

3.27.3 Any record of subsurface condition, water records and other observations which may have been made by the Owner/Project Manager or the Engineer have been made with reasonable care and accuracy. Such records may be made available to the Contractor for his information, if available, but there is no expressed or implied guarantee, as to the accuracy of the records nor any interpretation of them. The Contractor shall recognise this and form his own opinion of the character of the materials to be encountered or excavated, from an inspection of the ground and put his own interpretation on records.

3.27.4 The prices quoted by the Contractor shall be based on his own knowledge and judgement of the conditions and hazards involved and not upon any representation of the Owner/Project Manager or the Engineer.

3.28 **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

3.28.1 The Contractor shall provide everything necessary for the proper execution of the Works according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein shall immediately and in writing refer the same to the Engineer whose decision shall be final and binding on the parties.

3.28.2 The Contractor shall supply, fix and maintain at his cost, during the execution of any works all the necessary cantering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as by day, etc required not only for the proper execution and protection of the Works, but also for the protection of the public and the safety of any adjacent roads, streets, cellars, vaults, walls, houses, buildings and all other erections, matters or things, and the Contractor shall take out and remove any or all such

cantering, scaffolding, staging, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Engineer. The Contractor shall be paid no additional amount for the above and for any access roads to be made to reach the construction site.

3.28.3 All materials shall be new and of the best respective kinds described in the schedule of quantities and/or Technical Specifications and in accordance with the Engineer's Instructions and the Contractor shall upon the request of the Engineer, furnish him with all invoices, accounts, receipts, certificates and other vouchers, to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of materials which the Engineer may require. The contractor shall establish and operate a full-fledged cement and concrete testing laboratory at site and depute a full-time qualified QA/QC engineer for the duration of the contract at no extra cost to the Owner/Project Manager. Such full-fledged cement and concrete testing laboratory at the site shall be as per provision of IS:456 and Contractor shall also depute an independent qualified QA/QC engineer full-time at the site for the duration of the contract.

3.28.4 It shall be the responsibility of the Contractor to unload and store in a safe and acceptable manner all construction materials as directed by the Owner/Project Manager.

3.28.5 The Contractor is required to provide and maintain all tools, and equipment and instruments necessary to perform his work. He shall provide all fuels, lubricants and compressed air for the operation and maintenance of his construction tools.

3.28.6 The Contractor is to arrange for all his requirements of such materials including but not limited to oxygen, Acetylene, pipes, ropes, welding rods etc required for performing the Works.

3.28.7 Samples of all materials to be used, whether cement, steel, bricks, rubble stone, aggregate, sand, timber, tiles, granite, finishing & building interior etc. shall be submitted by the Contractor and must be got approved by the Owner/Project Manager before they are used. Approved samples shall be kept with the Owner/Project Manager and all supplies shall strictly conform to the approved samples. Materials not strictly conforming to the samples are liable to the rejected.

3.28.8 The Contractor shall not sell, assign, mortgage, hypothecate or remove equipment or materials which have been installed or which may be necessary for the completion of the Contract without the written consent of the Owner/Project Manager.

3.28.9 Contractor shall provide and maintain at the site necessary number and type of machinery and equipment including survey instruments, TOTAL Station, Auto level etc. in good working condition for proper setting out and timely completion of the various works covered under Relevant Package. All arrangements for transporting the equipment to and from the site shall be done by the Contractor at his own expense. Contractor has to provide all the survey equipment including all technicians, helpers etc., for checking other works also if so desired by Owner with no additional cost of the Owner. No claim shall be entertained for mobilising additional equipment and/or personnel to complete the work within the stipulated time.

3.28.10 Contractor shall provide all fuels and lubricants required for the operation and maintenance of construction machinery and equipment as well as his transport vehicles.

3.28.11 Contractor shall at his cost arrange for all his requirements of such materials as, but not limited to, oxygen, acetylene, welding electrodes, ropes, form ties, turn-buckles, clamps, wiping rags and sandpapers etc. which are required to satisfactorily perform his work.

3.28.12 It shall be ensured by the Contractor that work shall proceed uninterrupted even in the event of power failures with the help of DG Sets and Diesel compressors. As such, adequate number of

diesel operated machinery (such as boring rigs, concrete mixers, vibrators, welding sets, etc.) shall be provided by the Contractor as an alternative arrangement in case electrically operated machinery are proposed to be brought to site.

3.28.13 The Contractor will be required to provide at his own cost all facilities for his office, warehouse, tool room, change room or any other building/structure required to the Works.

3.28.14 Contractor shall establish his own office/ shed at specified place inside/near the Project site for his worker/staff. The Contractor's office/shed shall be porta-cabin type. Only the shed for storing Cement shall be in brick masonry. In addition the office/shed shall have proper ventilation lighting and sanitary facilities. Contractor shall plan their site facilities and obtain clearance from the Owner before construction of the Office/shed.

3.28.15 All royalties shall be paid by the Contractor as also all tolls, local and other taxes, etc. at no extra cost to Owner. The rates quoted for excavation shall include Collector's permissions for Excavation permits, Royalty payments, disposal at the local / state / central pollution control board approved yard etc.

3.28.16 All materials supplied by the Contractor shall be of the best quality and shall conform to the Technical Specification. Approval in writing shall be obtained from Owner before any alternative or equivalent material is proposed to be used by the Contractor.

3.28.17 The Contractor shall get tested all materials supplied by him in a Owner approved laboratory, as directed by Engineer or as specified in the corresponding code of practice, at no extra cost to the Owner. This is in addition to furnishing the Manufacturer's Test Certificate where available.

3.28.18 Contractor shall obtain all necessary permits and licenses before commencement of work at no extra cost to Owner.

3.28.19 The Contractor shall have PF coverage, for all workmen in his permanent employee as well as those temporarily hired by him for the said Project. He shall also have ESIC cover for all workmen, permanent as well as temporary if required by law. The cost for both the above viz. PF as well as ESIC shall be deemed to have been covered in the rate quoted by contractor. The Owner shall not pay any extra charges over and above the rates quoted for these statutory payments.

3.28.20 Ash shall be utilized in Civil Works to the extent possible without affecting the quality and engineering requirements. Vendor shall declare Ash utilization Quantity or Percentage of ash used in allied civil works. Wherever available, ash shall be made free of cost at point of generation for the purpose by Owner. The usage of ash for the purpose shall be approved by Engineer-in-charge / Order Manager.

3.29 **TO DEFINE TERMS AND EXPLAIN PLANS**

3.29.1 The various parts of the Contract are intended to be complementary to each other, but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanation of the Owner/Project Manager shall be final and binding. The correction of any errors or omissions of the drawings and specifications may be made by the Owner/Project Manager, when such correction is necessary to bring out clearly the intention, which is indicated by a reasonable interpretation of the drawings and specifications as a whole.

3.29.2 The Owner/Project Manager may from time to time prepare for his own use estimates of quantities or bills of materials required for the work. Copies of such estimate or bills of materials which may be given to the Contractor for his convenience, or any lists, weights, or quantities of materials or structures which may appear on the drawings shall not be considered as finally correct, sufficiently complete, or accurately covering any portion or all the work to be done under this Contract. Such bills or estimates may be carefully assembled and prepared, but their accuracy

is not guaranteed. They may or may not be accurate as to any particular detail and are given only as the best information available at the time of issue of the information. It is mutually understood that any such lists or estimates are furnished to the Contractor for his convenience only and not as lists or estimates of work to be done, many necessary items of work being omitted.

3.30 **ENGINEER TO DIRECT WORK AND ORDER ALTERATIONS, MODIFICATIONS, DELETIONS**

3.30.1 The Owner/Project Manager shall have the right but not obligation to direct the manner in which all work under this Contract shall be conducted in so far as may be necessary to secure the safe and proper progress and the specified quality of the work, and all work shall be done and all material shall be furnished to the satisfaction and approval of the Owner/Project Manager.

3.30.2 Additional drawings and explanations to exhibit or illustrate details may be provided by the Owner/Project Manager and shall be so provided whenever necessary and shall be binding upon the Contractor. The written decision of the Owner/Project Manager as to the true interpretation and meaning of the drawings and specifications and of such additional drawings and explanations shall be binding upon the Contractor.

3.30.3 If at any time the Contractor's methods, materials, or equipment appear to the Owner/Project Manager to be unsafe, inefficient or inadequate for securing the safety of the workmen or the public, the quality of work or the rate of progress required, he may order the Contractor to increase their safety, efficiency and adequacy, and the Contractor shall comply with such orders. If at any time the Contractor's working force and equipment are, in the opinion of the Engineer, inadequate for securing the necessary progress, as herein stipulated, the Contractor shall, if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion. The failure of the Owner/Project Manager to make such demands shall not relieve the Contractor of his obligations to secure the quality, the safe conducting of the **work,** and the rate of progress required by the Contract, and the Contractor alone shall be and remain liable and responsible for the safety, efficiency, and adequacy of his methods, materials, working force, equipment and timely completion of job irrespective of whether or not he makes any change as a result of any order or orders received from the Owner/Project Manager.

3.30.4 The Owner/Project Manager shall have the power to make any alteration in, omissions from additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions that may be given to him in writing by the Owner/Project Manager and such alterations, omissions, additions or substitutions shall not invalidate the Contract. Any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the Contract for the main work, unless such alterations are not identical with items of work and form extra items.

3.30.5 The time for completion of the work shall be extended in the time proportion that the altered, additional or substituted work bears to the original contract and the decision of the Owner/Project Manager shall be conclusive and binding on the Contractor.

3.31 **CONTRACTOR'S SUPERVISION**

3.31.1 The Contractor shall, during the whole time the work is in progress, employ a qualified engineer to be in-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the Owner/Project Manager. Such engineer shall be constantly in attendance at the site during working hours. During Contractor's representative's absence during working hours, when it may be necessary to give directions and orders by the Owner/Project

Manager or the Engineer, such orders shall be received and obeyed by the Contractor's engineer in-charge who may have charge of the particular part of the work in reference to which orders are given.

If requested to do so, the Owner/Project Manager or the Engineer shall confirm such orders in writing. Any directions, instructions or notices given by the Owner/Project Manager or the Engineer to Contractor's engineer-in-charge shall be deemed to have been given to the Contractor. Such engineer in-charge of Contractor shall have all necessary powers to engage labour or purchase materials and proceed with the work as required for speedy execution in accordance with the Contract.

Apart from the above, a separate and independent planning and monitoring cell of adequate and suitable back-up in the form of computers and project management software (Primavera preferred) shall also be available at site full time. This cell shall prepare overall and detailed construction programmes and submit weekly / fortnightly / monthly progress and hold-up reports.

3.31.2 None of the Contractor's Superintendents, engineers, supervisors or labour should be withdrawn from the work without due notice being given to the Owner/Project Manager or the Engineer; further no such withdrawals shall be made if in the opinion of the Owner /Project Manager or the Engineer such withdrawals will jeopardise the required pace of progress/successful completion of the work.

3.31.3 The Contractor shall employ in or about execution of the work only such persons as are careful, skilled and experienced in their respective trades, and the Owner/Project Manager shall be at liberty to object to and require the Contractor to remove any person employed by the Contractor in or about execution of works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior permission of the Owner/Project Manager.

3.31.4 Neither the Contractor, the Owner/Project Manager nor the Engineer shall hire or employ any employee of the other party except by mutual consent.

3.32 **SETTING OUT WORKS**

3.32.1 The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Contractor shall at his own expenses rectify such error, if called upon, to the satisfaction of the Owner/Project Manager.

3.32.2 The Contractor shall establish and maintain base lines and benchmarks adjacent of the various sections of work. All such marks and stakes must be carefully preserved by the Contractor, and in case of their destruction by him or any of his employees, they will be replaced at the Contractor's expense.

3.32.3 The Contractor shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimensions on the drawings.

3.33 **CONSTRUCTION SUPERVISION AND WORKMANSHIP**

3.33.1 The Owner/Project Manager will engage his own supervisory staff at the site of works as may be deemed fit. The Contractor shall afford the supervisors every facility and assistance for examining the works and materials for checking and measuring the works and materials. The supervisors shall have no power to revoke, alter, enlarge or relax any requirement of the Contractor, but may

sanction any day work, additions, alterations, deviations or omissions, or any extra work whatever as may be authorised by the Owner/Project Manager.

3.33.2 The Supervisors engaged by Owner/Project Manager will act Engineer's representatives and shall have power to give notice to the Contractor or to his Foreman of non-approval of any work or materials, and such work shall be suspended or the use of such material shall be discontinued, until the decision of the Engineer is obtained.

3.33.3 The work shall be conducted under the general direction of the Engineer and is subject to inspection by his supervisors to ensure strict compliance with the terms of the Contract. No failure of the Engineer or his supervisors during the progress of the work to discover or to reject materials, or work not in accordance with the requirement of this Contract shall be deemed as acceptance thereof or a waiver of defects therein and no payment by the Engineer on partial or entire occupancy of the premises shall be construed to be an acceptance of the work or materials which are not strictly in accordance with the requirements of this Contract. No changes whatsoever to any provision of the specifications shall be made without written authorisation of the Owner/Project Manager.

3.33.4 The Contractor shall execute the whole and every part of the work in the most substantial and workman-like manner as regards material and in all other respects.

3.33.S If it shall appear to the Owner/Project Manager or the Engineer that any work has been executed with unsound, imperfect or unskilled workmanship, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Owner/Project Manager or the Engineer, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct such work in whole or in part as the case may require or as the case may be, remove such materials or articles at his own proper charge and cost. In the event of his failing to do so within seven days of receipt of the Engineer's written notice thereof, or any other period mentioned in such notice, the Engineer may rectify or remove and re-execute the work or remove and replace with other materials and articles complained of, as the case may be, at the risk and expense of the Contractor in all respects.

Also in the event the Contractor fails to carry out the rectification within the period stipulated above, the Contractor shall be liable to pay compensation at the rate of quarter (1/4) percent of the total Contract Value, for every week or part thereof, beyond the period stipulated above, that the rectification work remain incomplete.

3.33.6 The provisional acceptance of sections of the work for the purpose of preparing partial estimates and the payment of money for such partial estimates shall not operate as a waiver of any portion of this Contract and shall not be construed so as to prevent the Engineer from requiring replacement of defective work that may become apparent after the said provisional acceptance and shall not be construed in any way as the basis for a claim of extra compensation for any cause whatsoever by the Contractor.

3.34 **UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF OWNER/PROJECT MANAGER**

3.34.1 Wherein any certificate, of which the Contractor has received payment, the Engineer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Owner/Project Manager (for any loss or damage to materials the Contractor shall be responsible) and they shall not be removed from the site, except for the works, without the written authority of the Owner/Project Manager.

3.35 **INTOXICANTS**

3.35.1 The Contractor shall not permit or suffer the introduction or use of intoxicating liquor upon the works embraced in this Contract, or upon any of the ground occupied or controlled by him.

3.36 **WORK IN MONSOON AND DEWATERING**

3.36.1 The construction and erection work may entail working in monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

3.36.2 During monsoon and other period it shall be the responsibility of the Contractor to keep the construction site free from accumulating of water, at his own cost.

3.36.3 During inclement weather, rains, Contractor shall suspend concreting for such time as the Engineer may direct and shall protect from damage all works already in progress or completed just then. All such temporary protective measures shall be at Contractor's cost and any damage to works shall be made good by the Contractor at his own expense. Upon resumption with Engineer's consent/notice, Contractor shall make good any deterioration or defect in or loss of the Works or Materials, which has occurred during the suspension.

3.37 **HOLD HARMLESS CLAUSE**

3.37.1 The Contractor shall be fully responsible for the due compliance by him and his Sub-contractors with all statutory requirements and with all applicable labour laws including Contract Labour Abolition and Regulation Act, Workmen's Compensation Act, P.F./E.S.I., Labour welfare fund, Act as may be applicable to the Contractor, the Sub-contractors and their employees. The Contractor shall fully indemnify and save harmless the Owner/Project Manager from and against all claims, demands, expenses, losses, liabilities, charges, actions, suits and proceedings whatsoever including claims under aforesaid Acts and laws which may be brought or made against the Owner/Project Manager, its Officers or servants by reason or in consequence of any matter or thing done or omitted to be done by the Contractor and/ or the Sub-contractors and all costs, charges and expenses which may become payable by the Owner/Project Manager in respect thereof.

3.38 **DEMOBILISATION**

3.38.1 Upon completion of work, the Contractor shall promptly demobilise from the site and leave the place in a manner as directed by the Owner/Project Manager or the Engineer, including cleaning of the area. Contractor shall start demobilisation only after the successful completion of the contract. No equipment, plant material or personnel shall be de-mobilised from the site unless with the express consent of the Owner's Project Manager. The Owner reserves the right to disallow in de-mobilisation if works under this scope of this contract are not completed to his satisfaction.

4.0 INSURANCE

4.1 **Rented Equipment**

All construction equipment shall be brought to and kept at the Site at the sole cost, risk and expense of Contractor, and Owner/Project Manager shall not be liable for any loss or damage thereto, except to the extent any such loss or damage is caused solely by the Owner/Project Manager. Contractor shall maintain adequate, appropriate and prudent insurance with respect to such construction equipment.

Any Insurance policy carried by the Contractor, any Sub-contractor or any third party on or in respect of any construction equipment shall provide for waiver of the underwriter's right to subrogation against Owner/Project Manager, the Financing parties, their assignees, subsidiaries, parent companies, affiliates, employees, insurers and underwriters. Contractor shall obtain adequate insurance to cover all construction equipment rented or leased from third parties.

4.2 **Statutory Insurance Benefits**

Contractor shall maintain with respect to the Work to be done under the Contract, in each applicable jurisdiction, all statutory insurance benefits and other insurance required by law including, without limitation, unemployment Insurance.

4.3 Third **Party** Insurance

Contractor shall at its sole expense, in the joint names of Owner/Project Manager and Contractor prior to the commencement of any Work on the Site, pursuant to the Contract, obtain adequate insurance, against liability for damage or death of or personal injury occurring before Final Performance Acceptance to any Person (including any employee of the insured parties) or to any property due to or arising out of the performance or non performance of the Work by Contractor or any Sub-contractors and other third party liabilities on account of obstruction, loss of amenity, trespass, nuisance or advertising pursuant to the Contract.

4.4 Automobile Liability Insurance

Contractor shall, at its sole expense and in the joint names of Owner/Project Manager and Contractor, shall maintain automobile liability insurance covering all owned, non-owned and hired automobiles, trucks and other vehicles used by Contractor or its Sub-contractors in connection with the Work.

4.5 Insurance against Accident, etc. to Workmen and Other Insurances

Contractor shall, at its sole expense, insure and shall maintain Insurance as required by Workmen Compensation Act or any other Acts applicable in India and all other Applicable Laws for all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by Contractor or its Sub-contractors for the purpose of the performance of the Work. Contractor shall also maintain Contractor's All Risk (CAR) insurance.

In addition, Contractor shall obtain and maintain all other Insurances required to be obtained and maintained by it for fulfilling all his obligations under the Contract including Insurances against damages to designs and the like arising out of Services.

4.6 General Insurance Requirements

All insurance obtained by Contractor shall be maintained with an insurer approved by the Owner/Project Manager.

On or prior to the Commencement Date of Contract, Contractor shall furnish to the Financing Parties and Owner/Project Manager certificates of Insurance (or if one of the Financing parties, Owner/Project Manager or Owner's Representative so directs, copies of the actual insurance policies signed by an authorised Representative of the insurer) from each Insurance carrier showing that the above required Insurance is in force, the amount of the carrier's liability there under, and further providing that the Insurance will not be cancelled, changed or not renewed until the expiration of at least 90 (ninety) Days (to the extent obtainable under commercially reasonable terms) after written notice of such cancellation, change or non-renewal has been received by Owner/Project Manager and the Financing Parties and Contractor. All policies and

certificates of Insurance affected in accordance with this clause shall be in form and content acceptable to Owner/Project Manager and Financing Parties.

4.7 Remedy on Failure to Insure

If Contractor fails to effect and keep in force the Insurance for which it is responsible under the Contract, Owner/Project Manager may effect and keep in force any such Insurance, and pay such premiums as may be necessary for that purpose, and from time to time, after issuance of a reimbursement request thereof accompanied by relevant supporting documentation, deduct the amount so paid by Owner/Project Manager from any amounts due or which may become due to the Contractor under the Contract.

4.8 Descriptions not Limitations

The Insurance coverage referred to in this clause 4.0 shall be set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual policies and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the Insurance mutually agreed by the Parties shall govern; provided, however, that neither the content of any Insuranee policy or certificate nor Owner/Project Manager's appr oval th ereof shaII relieve the Contractor of any of its obligations under the Contract.

4.9 **Fire** Insurance

Unless otherwise instructed by the Owner/Project Manager, the Contractor shall on signing the Contra ct insure the works and keep them insured until the completion of the Contract against loss or damage by fire with a company to be approved by the Owner/Project Manager, in the joint names of the Owner/Project Manager and the Contractor for such amount and for any further sum if called upon to do so by the Owner/Project Manager, the premium of such further sum being allowed to the Contractor as an authorised extra. Such policy shall cover the property of the Owner/Project Manager only and shall not cover any property of the Contractor or of any of his approved Sub- Contractor or employees. The Contractor shall deposit the policy and receipts for the premiums with the Owner/Project Manager within twenty-one days from the date of signing the Contract unless otherwise instructed by the Owner/Project Manager. In default of the Contractor not insuring as provided above, the Owner/Project Manager /Owner's Representative on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall, as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor, in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion, as the Owner/Project Manager may deem fit.

Notwithstanding the above, the Contractor shall provide adequate portable fire extinguishers in his work area and take all adequate precautions against fire hazard and train regularly his supervisors/workmen in firefighting techniques.

In the event of occurrence of any fire being attributable in the opinion of the Owner/Project Manager /Owner's Representative to the Contractor's negligence, no extension of time will be granted.

4.10 Damages to Persons & Property Insurance in Respect of

4.10.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all damage to the structural and/or decorative part of property which may arise from the operations or

neglect of himself or of any of his approved Sub-contractor or of any of his or his approved Sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this Contract. The Contractor shall indemnify the Owner/Project Manager and hold him harmless in respect of all and any losses arising from any such injury or damage to person or property as aforesaid and also in respect of injury or damage under any applicable laws and also in respect of any award of compensation or damages consequent upon a claim in relation to such injury by a third party.

The Contractor shall have to cover personal third-party insurance as per labour law/statuary requirements/applicable laws of state Government per person per incident. Third party insurance for damage to surrounding property shall be maintained by the Contractor per labour law/statuary requirements/applicable laws of state Government.

4.10.2 The Contractor shall reinstate at his cost all damages of every sort mentioned in this clause, so as to deliver the whole of the Contract Works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

4.10.3 The Contractor shall indemnify the Owner/Project Manager against all claims which may be made against the Owner/Project Manager by any member of the public, or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the Contract with an approved nationalised insurance company, a Policy of Insurance in the joint names of the Owner/Project Manager and the Contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of this Contract. The Contractor shall also indemnify the Owner/Project Manager against all claims which may be made upon the Owner/Project Manager, whether under the Workmen's Compensation Act or any other Statute in force during the currency of this Contract or at common law in respect of any employee of the Contractor or any of his approved Sub-contractor and shall at his own expense effect and maintain, until the completion of the Contract, with an approved nationalised insurance company, a Policy of Insurance in the joint names of the Owner/Project Manager and the Contractor against such risks and deposit such Policy or Policies with the Engineer from time to time during the currency of this Contract.

The Contractor shall be responsible and liable to the Owner for all losses, which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of or incidental to the negligent or defective carrying out of this Contract.

4.10.4 The Contractor shall also indemnify the Owner/Project Manager in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation of damage arising on account of the above.

4.10.5 The Owner/Project Manager or the Engineer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum due or to become due to the Contractor.

4.10.6 The Owner/Project Manager or the Engineer shall not be responsible or be held liable for any damage to person or property consequent upon use, misuse or failure of any construction tools and equipment used by the Contractor or any of his Sub-contractors even though such construction tools and equipment be furnished, rented or loaned to the Contractor or his Sub-contractors by the Owner/Project Manager. The acceptance and/or use of any construction tools and equipment by the Contractor or his Sub-contractors shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and save harmless, the Owner/Project Manager or the Engineer from any and all claims for said damages resulting from

said use, misuse or failure of such construction tools and equipment for which the Owner/Project Manager may be liable.

5.0 FOSSILS, INSPECTION & TESTING

5.1 All fossils, coins, articles of value or antiquity, human remains and structures and other remains or things of geological or archaeological or religious or artistic interest or monetary value discovered on the Site shall be the property of the Owner/Project Manager, except as required under applicable law. The Contractor shall take reasonable precautions to prevent his staff, labour or other persons from removing or damaging any such article or thing. The Contractor shall, immediately upon discovery of such article or thing, advice the Owner/Project Manager or Owner's Representative

5.2 **Inspection and Testing**

5.2.1 Contractor shall perform all inspection, expediting and quality surveillance as may be required for performance of the Services. Contractor's responsibilities under this sub-clause shall include, without limitation, inspecting all supplies, Materials and equipment that comprise or will comprise the Relevant Package or that are to be used in performance of the Works.

5.2.2 The Contractor shall at its own expense carry out at the place of manufacture and/or on the site carry out all such tests &/or inspections of the plant & equipment and any part of the facilities as are specified in the contract. The Contractor shall carry out the inspection and quality control aspects as set out in Technical Specification. In the event the Owner/Project Manager establishes that the Contractor is not carrying out all such inspection and quality control aspects, the Owner/Project Manager has the right to appoint at Contractor's cost third party inspection agencies.

5.2.3 The Contractor shall obtain from any relevant third party or manufacturer any necessary perm1ss1on or consent to enable the Owner/Project Manager (or their designated representatives) to attend the test and/or inspection. Contractor / Contractor's third party inspection agency shall perform such detailed inspection of all work in progress at intervals appropriate to the stage of design, engineering, procurement, fabrication, construction, erection, testing, Commissioning, start-up or Tests before Provisional Acceptance as is necessary to ensure that such work is proceeding in accordance with the Contract, the Documents, Applicable Laws, Applicable Permits, Good Engineering Practices and Prudent Electricity Industry Practice and to protect Owner/Project Manager against defects and deficiencies in such work (including any which would diminish or void the ability of Owner/Project Manager or Contractor to realise upon any manufacturer's or supplier's warranty or under any applicable insurance coverage). On the basis of such inspections, Contractor shall keep Owner/Project Manager continuously informed of the progress and quality of all work, whether performed by Contractor or any Sub-contractor, and shall provide Owner/Project Manager with Written reports which shall contain notwithstanding anything to the contrary contained herein defects and deficiencies revealed through such inspections and of measures proposed by Contractor to remedy such defects and deficiencies. Owner/Project Manager or Owner's Representative shall have the option, at Owner's /Project Manager's expense, of being present at all such inspections, and the Contractor shall give notice of all such inspections agreed.

5.2.4 In the event that the progress and quality of the work is not proceeding in accordance with the Contract, Owner/Project Manager or Owner's Representative shall be entitled to make recommendations to Contractor or any Sub-contractor for the purpose of remedying such failure and any such defects and deficiencies or variances. Any inspection performed or not performed by Owner/Project Manager hereunder shall not be a waiver of any of Contractor's obligations under the Contract or be construed as an approval or acceptance of any of the work or Services

hereunder or absolve the Contractor in any manner of its liabilities, responsibilities and obligations under the Contract.

5.2.5 The Contractor shall, where required give due notice to the Owner/Project Manager/Owner's Representative whenever such work is ready before covering up or putting out of view. The Owner's Representative shall then either carry out the inspection, examination, measurement or testing or notify the Contractor that it is considered unnecessary.

5.2.6 The Owner's Representative shall have the right to re-inspect any work though previously inspected and approved by him at the Site, before and after the same are erected. If by the above inspection the Owner's Representative rejects any work, the Contractor shall make good for such rejections either by replacement or modifications/ repairs as may be necessary to the satisfaction of the Owner's Representative.

5.2.7 The Owner/Project Manager and the Owner's Representative shall be entitled, during design, engineering, manufacture, fabrication and preparation at any places where **work** is being carried out, to inspect, examine and test the materials and workmanship, and to check the progress in the performance of the work at no extra cost to the Owner/Project Manager. The Contractor shall give all reasonable facilities and assistance, including access to Documents to carry out such inspection, examination, measurement and testing. All inspection and tests shall be in line with approved Inspection & Test Plans and Owner/Project Manager/Owner's Representative shall carry out necessary inspection as per the Contract. Should any inspected work or service fail to conform to the Contract, the Owner/Project Manager may reject such work or service and the Contractor shall either replace or make alterations necessary to meet Contract requirements free of cost to the Owner/Project Manager. The Owner/Project Manager's right to inspect, test, and where necessary, reject the work or service shall in no way be limited or waived by reason of any part of the work having previously been inspected, tested and passed by the Owner/Project Manager or Owner's Representative.

5.2.8 The Contractor shall agree, with the Owner/Project Manager/Owner's Representative about the time and place for the testing of any equipment / Materials and other parts of the Works as specified in the Contract. The Contractor shall give 15 (fifteen) Days' notice for inspection of indigenous Materials and 30(thirty) days for Offshore Materials. The Owner/Project Manager/Owner's Representative shall give the Contractor not less than 24 (twenty-four) hours' notice of his intention to attend the Tests.The Contractor shall provide sufficient suitably qualified and experienced staff to carry out the Tests specified in the Contract. The Contractor shall present to the Owner/Project Manager/Owner's Representative the calibration certificates of all the testing and measuring instruments proposed to be used for carrying out the Tests. In case the Owner/Project Manager/Owner's Representative is not satisfied with the calibration certificates, the Contractor shall arrange to get the concerned instrument(s) recalibrated to the satisfaction of the Owner/Project Manager/0 wner's Representative.

5.2.9 If the Owner's Representative does not attend at the time and place agreed, or if the Contractor and the Owner's Representative agree that the Owner's Representative shall not attend, the Contractor may proceed with the Tests, unless the Owner's Representative instructs the Contractor otherwise. Participation by Owner/Project Manager or Owner's Representative in or their absence from or failure to participate in any Tests (other than the Performance Tests) shall not relieve or absolve the Contractor from any Guarantee or Warranty or obligations of Services under or in pursuance of the Contract.

5.2.10 The Contractor shall promptly forward to the Owner/Project Manager/Owner's Representative duly certified reports of the Tests.

5.2.11 If the Owner/Project Manager/Owner's Representative requires such equipment, materials, design or workmanship to be re-tested, the Tests shall be repeated under the same terms and

conditions. Contractor shall undertake an additional testing of any material, equipment or the work, if the Owner/Project Manager/Owner's Representative believes the results of earlier Tests are not accurate or do not establish the true condition to specification of equipment, material or work being tested. If such retesting demonstrate that the work, equipment or material being so tested conforms to the requirements of Contract, then Owner/Project Manager shall bear the cost of such additional Test and the cost of any required uncovering and covering the Goods or Services and shall grant the extension of time for completion, if necessary. If however such retesting confirms Owner/Project Manager/Project Manager's conclusion and cause the Owner/Project Manager to incur additional costs, such costs shall be recoverable from the Contractor by the Owner/Project Manager and may be deducted by the Owner /Project Manager from any monies due, or to become due, to the Contractor. Neither the failure by Owner/Project Manager/Owner's Representative to discover defects, nor any payment to Contractor in respect of the Tests, shall prejudice the rights of Owner/Project Manager thereafter to require and obtain from Contractor the performance of the Services in accordance with the Contract herewith. Owner/Project Manager/Project Manager shall not be deemed to have accepted any Services as a result of any additional testing.

5.3 **Rejection**

If, as a result of inspection, examination or testing, the Owner/Project Manager/Owner's Representative decides that any works, equipment, system, materials, design or workmanship has failed in such inspection, examination or tests or is defective or otherwise not in accordance with the Contract, the Owner's Representative may reject such Works, equipment, system, materials, design or workmanship and shall notify the Contractor promptly, stating his reasons. The Contractor shall then promptly correct or replace, such item or portion so as to pass retesting and otherwise meet and conform to such requirements. Following any such rejection, all expenses reasonably incurred by the Owner/Project Manager in consequence of such re-testing or inspection shall be borne by the Contractor. No changes to project schedule or increase in the contract price shall be granted with respect to such additional testing. Contractor shall solely bear any cost resulting there from.

6.0 CONTRACT PRICE AND PAYMENT:

6.1 **Contract Price**

Subject to the full and complete performance of the Works and in full consideration to the Contractor for all costs incurred in connection therewith, the Owner shall pay, and the Contractor shall accept, in accordance with the Contract, the Contract Price as stated in the Schedule of Price inclusive of all taxes. Such sum may not be adjusted except as set forth in the Contract. Unless otherwise stated in the Contract, the Contract Price covers all the Contractor's obligations under the Contract and all things necessary for the proper design, execution and completion of the Works and the remedying of any defects.

The Contractor shall be deemed to have satisfied himself of the correctness and sufficiency of the Contract Price having examined the Pre-Effective Date Conditions and all the data, information made available in the tender to its satisfaction.

In case of any discrepancies in the Contract Price, the following rules shall prevail:

a) Where there is discrepancy between words and figures, the Contract Price as stated in words shall prevail.

b) Where the total of values of individual line items do not match the total Contract Price in the Price Schedule, the total Contract Price value shall prevail. The individual line-item values shall be adjusted to match the total Contract Price value.

6.2 **Pre-Effective** Date Conditions

The Contractor has had sufficient opportunity to investigate and make a careful examination, survey and inspection of and has investigated and made a careful examination, survey and inspection of the Pre-Effective Date Conditions and has satisfied itself as to the feasibility of executing the Contract Works at the Site. The "Pre-Effective Date Conditions" shall consist of the following:

- the Site and surrounding areas and to have satisfied itself as to the condition of and circumstances affecting the Site (including but not limited to soil, surface, subsurface, environmental, geological, seismic, geotechnical, climatic, hydrological conditions and the existence of underground obstructions, fossils, antiquity structures, archaeological remains, and the general and local conditions with respect to waste disposal, handling and storage of Equipment, availability and quality of utilities, location of underground utilities, and equipment and facilities needed prior to and during performance of all the Contractor's obligations under the Contract);
- the availability and condition of methods of transporting the Equipment and Contractor's Equipment to the Site and the suitability and availability of access routes to the Site (including the availability and condition of roads);
- the local ambient conditions based upon previous ambient data;
- the qualifications of all Sub-contractors;
- all other difficulties, hazards and other matters that may affect the Contractor's performance.

The Contractor specifically acknowledges and accepts the Pre-Effective Date Conditions and agrees that the Contract Price shall not be increased and Guaranteed Completion Date shall not be extended, in each case as a result of any Pre-Effective Date Condition. Without prejudice to the Contractor's obligations under the Contract, the Contractor shall solely be responsible for any misunderstanding or incorrect information that the Contractor obtained and relied on.

Where the Contractor wishes to have other access or intrude on to or over land adjoining the Site, then arrangements must be made by the Contractor and such access or intrusion will be entirely at the Contractor's risk and cost. The Contractor shall keep the Owner informed in respect of negotiations for any such arrangements and the Owner's consent shall be required for any such arrangements.

6.3 **Taxes & Duties**

The Contractor shall be responsible for and shall administer and pay all other taxes including stamp duty and all sales, use, gross receipts, and other similar taxes and contributions imposed by any taxing authority upon the sale, purchase or use of the equipment and on all services or labour carried out in relation to the Contract Works, as well as taxes on or measured by the Contractor's income or taxes on or measured by wages earned by employees of the Contractor or any Sub-contractor or any taxes or contributions in the nature of workman's compensation, social security, old age benefits or similar items based upon or relating to employment of workers by the Contractor or any Sub-contractor. The Contractor shall furnish to the appropriate taxing authorities all required information and reports in connection with such taxes.

Notwithstanding the foregoing above, the Owner shall not be required to reimburse the Contractor for any taxes to the extent such taxes are payable as a result of the Contractor's or any Sub-contractor's failure to follow or comply with available procedures for the exemption from or abatement of such taxes.

The Owner shall have the right to deduct or set-off any monies in respect of any taxes or levies or any withholding tax charged to the Owner which should be attributable to the Contractor under this Clause from any payment to be made by the Owner to the Contractor under the Contract.

The Contractor shall be responsible for the payment of any taxes, duties, levies or imposts imposed in relation to any surplus materials and Contractor's Equipment which he / his contractor removes from site.

The Contractor shall indemnify, save harmless and defend the Owner, its directors, officers, employees and agents against all and any liabilities, claims and charges (including any penalties, fines, fees and like) arising in connection with the matters referred to in above clauses.

7.0 COMMENCEMENT, DELAYS AND EXTENSIONS OF TIME

7.1 **Notice to Proceed**

Contractor shall commence performance of Work on the Effective Date of the Contract or any other date which the Owner/Project Manager specifies (the "Commencement Date") through a Notice to Proceed (the "Notice to Proceed") delivered for commencement of the Work, which shall not be earlier than the date of issue of the Notice to Proceed. Unless specifically agreed otherwise in the Contract, the Effective Date of the Contract shall also be reckoned as the Commencement Date.

7.2 Commencement of the **Work**

Contractor will commence the Work as per the Effective Date/ Commencement Date indicated in the Letter of Intent (LOI) or a Letter indicating a Notice to Proceed (NTP) date and/or the Effective Date/ Commencement date as mentioned in the Contract.

7.3 Contractual Time for Completion

7.4 All the Works under the Contract shall be completed and shall have successfully passed the Tests before Take-over within the time for completion as set forth in the specification failing which the Contractor shall pay to the Owner/Project Manager for such delay in Relevant Package Completion (the "Delay Liquidated Damages"). Payment of any Delay Liquidated Damages shall not affect or prejudice in any way or manner Owner/Project Manager's right to terminate the Contract nor shall any termination of Contract prejudicially affect the Owner/Project Manager's right to recover any accrued Delay Liquidated Damages or release the Contractor from any obligation for payment thereof.

The Contractor agrees that the work shall be commenced and carried on at such points and in the order of precedence and at such times and seasons as may be directed by the Owner/Project Manager in accordance with the schedule for completion of the work as outlined elsewhere in the Contract. The Contractor declares that he has familiarised himself with the site and rights-of-way, with all the local conditions, and with all the circumstances which may, or are likely to affect the performance and completion of the work, and that he has allowed for such conditions. However, if a time schedule is submitted by the Contractor so as to keep the phasing of work generally in line with the time schedule drawn up and to keep the components unchanged, such time schedule after approval from the Owner/Project Manager, shall be accepted and complied with by the Contractor and it shall form a part of the Contract. The progress of work will be checked at regular monthly intervals and the percentage progress achieved should be commensurate with the time elapsed after the award of the Contract.

7.5 Extension of Time for Completion

7.5.1 If the Contractor shall desire an extension oftime for completion of work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Owner/Project Manager within 7 days of the date of hindrance on account of which he desires such extension as aforesaid. This application shall invariably be accompanied by sufficient documentation giving reasons for seeking such extension. No application for such extension shall be entertained if it is not received in sufficient time to allow the Owner/Project Manager to consider it and the Contractor shall be responsible for the consequences arising in relation thereto. Upon receipt, Owner/Project Manager may accept or reject such application.

7.5.2 In the event of a disruption (other than suspension by Owner/Project Manager) to the Schedule and if in the opinion of Contractor it is not the responsibility of Contractor or its any Sub-contractor and which might have been caused due to action of any third parties which Contractor might not have reasonably prevented, and that Contract entitles Contractor to time extension and I or other relief from Owner/Project Manager, the Contractor shall notify the Owner/Project Manager within twenty four (24) hours and provide a written report (to the best of Contractor's knowledge at the time) of the disruption within 72 (Seventy Two) Hours of Contractor's learning of the disruption and such report shall be supplemented on a prudent, informative and timely basis thereafter not later than 14 (Fourteen) Days from the date of Contractor's first learning of such disruption. In such an event the Contractor may modify and resubmit for approval to Owner/Project Manager/Owner's Representative computer-based network schedule and modifications if any required to the Schedule. Upon receipt, Owner/Project Manager shall take reasonable action in accordance with the Contract.

7.5.3 Contractor in any case has to inform to Owner immediately upon learning of any possible hindrances to the Works which have caused or may cause delay or other impact to the Works to enable Owner take suitable action.

7.5.4 No necessity for an extension of time is anticipated but if untoward or extraordinary circumstances beyond the control of the Contractor should arise, which in the opinion of the Owner/Project Manager should entitle the Contractor to a reasonable extension of time, such extension may be granted but shall not operate to release the Contractor from any of his obligations, other than in relation to payment of liquidated damages for such delay (only to the extent of the extension granted by the Owner/Project Manager. For purpose of this clause, untoward and extraordinary circumstances are defined under clause 17.0 hereinafter. Under above circumstances, only extension of time may be granted but the Contractor will not be entitled to any additional compensation. In case of strike or lockout, the Contractor shall, as soon as possible, give written notice to the Owner/Project Manager, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Owner/Project Manager to proceed with the work.

7.6 **Suspension of Supply of Goods/ Work**

7.6.1 The Owner/Project Manager may at any time instruct the Contractor by notice to suspend progress/ performance of part or all of the Work or supply of Goods under the Contract.

Such notice shall specify the obligation/s of which the performance/ progress is to be suspended, the Effective Date of the suspension etc. The Contractor shall thereon suspend performance of such obligations until ordered in writing to resume such performance by the Owner/Project Manager.

During suspension, the Contractor shall protect, store and secure all such part or all of the Work or Goods against any deterioration, loss or damage or other losses. Owner/Project Manager shall not be liable for payment against performance of such suspended work.

7.6.2 If the suspension exceeds 365 Days in a single event and 500 Days in case of cumulative events and the suspension is not due to cause attributable to the Contractor, the Contractor shall give notice to the Owner's Representative, with a copy to the Owner/Project Manager. After receipt of such notice, the Owner/Project Manager/ Owner's Representative shall proceed to agree or determine any extension of time and / or cost to which the Contractor is entitled under the Contract including clause no. 7.5 of these General Conditions of Contract;

7.6.3 If the suspension does not exceed 365 Days in a single event and 500 Days in case of cumulative events and the suspension is not due to cause attributable to the Contractor, the Contractor shall make all efforts to mitigate delays due to such suspension. However, if it is not possible to mitigate the delays either partially or fully despite the reasonable efforts of the Contractor, the Contractor shall give notice to the Owner's Representative, with a copy to the Owner/Project Manager. After receipt of such notice, the Owner/Project Manager I Owner's Representative may proceed to agree or determine any extension of time to which the Contractor is entitled under the Contract including clause no. 7.5 of these General Conditions of Contract;

7.6.4 In case of prolonged suspensions, the Owner/ Project Manager shall notify the Contractor for demobilizing the Site and shall also mutually agree on the minimum deployment to be maintained at Site for protecting, storing or securing the Works executed till suspension. In such an event, the cost of demobilization and re-mobilization shall be agreed on cost plus 10% overhead and margin basis against due submission of Change Order Request by the Contractor with supporting documents.

7.6.5 The Contractor shall not be entitled to extension oftime for, or payment of the costs incurred in making good any deterioration defect or loss caused by faulty design, workmanship or Materials, or by the Contractor's failure to take the measures specified in clause no. 7.6.1 of these General Conditions of Contract.

7.6.6 Provided, however, notwithstanding anything to the contrary contained in these General Conditions of Contract, the Contractor shall not be entitled to such extension and/ or payment of Cost if the suspension is due to a cause attributable to the Contractor.

7.7 **Rate of Progress**

7.7.1 If, at any time, the Contractor's actual progress falls behind the Schedule in any manner or it becomes apparent that it will so fall behind, the Contractor shall submit to the Owner/Project Manager / Owner's Representative a revised programme taking into account the prevailing circumstances. The Contractor shall, at the same time, notify the Owner/Project Manager / Owner's Representative of the steps being taken to expedite progress, so as to achieve completion within the time for completion stipulated under the Contract, including in particular the Schedule and the Guaranteed Completion Dates. The Contractor may also be asked to modify the plan, as a result of the changed circumstances due to delay, in order to complete the Work in time.

7.7.2 If any steps taken by the Contractor in meeting his obligations under this sub clause no. 7.7 cause the Owner/Project Manager to incur any additional costs, such costs shall be recoverable from the Contractor by the Owner/Project Manager and may be deducted by the Owner/Project Manager from any monies due, or that may become due, to the Contractor under the Contract or otherwise.

7.8 **Non-Performance by Contractor**

7.8.1 If the Contractor, except on account of any legal restraint upon the Owner/Project Manager, is preventing the continuance of the work or in case of a certificate for interim payment not paid within the period for honouring certificate, shall suspend the Works or in the opinion of the Engineer shall neglect or fail to proceed with due diligence in the performance of his part of the

Contract or if he shall more than once make default in respect of Scope of Contract, the Owner/Project Manager and/or the Engineer shall have the power to give notice in writing to the Contractor requiring that the Work be proceeded within a reasonable manner and with reasonable dispatch, such notice shall purport to be a notice under this clause. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of the Works or from any ground contiguous thereto any plant or materials belonging to him which shall have been placed thereon for the purpose of the Works and the Owner /Project Manager shall have a lien upon all such plant and materials to subsist from the date of such notice being given until the notice shall have been compiled with. If the Contractor shall fail for 7 days after such notice has been given to proceed with the Works as therein prescribed, the Owner/Project Manager may proceed as provided in Clause 13.2 hereinafter.

7.8.2 If the Contractor fails to perform as per the expectations of the Owner/Project Manager and consistently fails to achieve intermediate milestones as mentioned in the contract or fails to proceed with due diligence in the performance of his part of the contract or fails to make such due progress as would enable the works to be completed within period agreed, then in addition to the action proposed in clause 13.2 hereinafter, the Owner/Project Manager shall take recourse as per the following clause 7.8.3:

7.8.3 After giving 7 days' notice of non-performance to the Contractor, as per clause 13.2 hereinafter, the Owner/Project Manager shall be at liberty to remove items or part of the scope of the works of this contract and get the same executed by third party at the Contractor's risk and cost. The Owner/Project Manager has the right to recover the cost difference between the actual amount spent by the Owner/Project Manager in getting these works executed by third party and the amount that would have been payable to the Contractor at the quoted rates of this contract.

7.9 **WORK PARTLY ABANDONED**

7.9.1 If any time after commencement of the work, the Owner shall for any reason whatsoever, not require the Partly work thereof as specified in the Contract to be carried out, the Engineer shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

7.9.2 The Contractor shall be paid the charges on the cartage only of materials actually brought to the site by the Contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and taken back by the Contractor, provided however, that the Engineer shall have in all such cases, the right to purchase these materials at their purchase price or at current local rates whichever may be less.

8.0 CERTIFICATE OF ACCEPTANCE/ COMPLETION

8.1 **Provisional Acceptance Certificate (PAC)**

8.1.1 Provisional Acceptance of Works shall occur if and only if:

8.1.1.1 Completion of all the Works and successful completion of all Tests to the satisfaction of Owner/Project Manager in accordance the Scope of Work, Technical Specifications and Contract Documents.

8.1.1.2 Rectification of all punch list items other than those which are minor in nature (would not affect intended operation/use of the Works and can be attended to subsequently while the Works is put in operation and in use).

8.1.1.3 Owner/Project Manager/Owner's Representative determine that the Relevant Package is complete and can be legally, safely and reliably placed in commercial operation with a normal compliment of operating personnel,

8.1.1.4 The Relevant Package is in accordance with all Applicable Laws and all government approvals, Prudent Utility Practices and Good Engineering Practices.

8.1.1.5 All Permits required to operate and maintain the Relevant Package, which are to be obtained by Contractor, have been obtained.

8.1.1.6 Owner/Project Manager has received from Contractor:

(i) All Documents required under the Contract for Owner/Project Manager to operate and maintain the Relevant Package,

(ii) All special tools and other maintenance tools and tackles, if any, as per Contract.

8.1.1.7 Contractor has delivered to Owner/Project Manager a completion certificate certifying each of the above foregoing and Owner/Project Manager has accepted the same.

8.1.2 The Owner/Project Manager shall issue a Provisional Acceptance Certificate to the Contractor certifying the date of achievement of the last of the condition under clause 8.1.1 above upon which the Provisional Acceptance has occurred subject to Take-over of the Relevant Package has taken place. Any Liquidated Damages for delay accruing pursuant to the Contract for failure of the Relevant Package to achieve Provisional Acceptance by its Guaranteed Completion Date shall stop accruing as of the date specified in the Certificate of Provisional Acceptance.

8.1.3 On issuance of Provisional Acceptance Certificate, the Contractor shall handover to Owner/Project Manager, and the Owner/Project Manager shall Take-over such Relevant Package operating in its normal, steady-state, operating mode. Forthwith upon such Take-over, Owner/Project Manager shall be responsible, for the care, custody and operational control of the Relevant Package. The Contractor's obligations towards Warranty and Latent Defects shall commence from the date of Provisional Acceptance Certificate of Relevant Package.

8.2 Final **Acceptance Certificate** (FAC)

8.2.1 Final Acceptance of Works shall occur if and only if:

8.2.1.1 Successful completion of Provisional Take Over of the Works

8.2.1.2 Contractor has completed all the Work including completion of all balance Punch List items in accordance with the Contract

8.2.1.3 Final Documents for operation and maintenance including 'As built' drawings are provided by the Contractor to the Owner/Project Manager as per the Contract

8.2.1.4 Contractor has delivered to the Owner/Project Manager a completion certificate certifying each of the foregoing and as under:

(i) All the Contractor's and Sub-contractor's personnel, supplies, unused Materials, waste, rubbish and temporary facilities located at or near such Relevant Package have been removed,

(ii) Final Acceptance has occurred for the Relevant Package and all other provisions of, and all items required by this Contract have been performed or delivered, as the case maybe, in accordance with this Contract and in a manner satisfactory to Owner/Project Manager.

(iii) All Sub-contractors have been paid the dues by the Contractor and no due certificates received from such Sub-contractor.

(iv) All statutory or legal liabilities on account of the work performed under the contract have been duly calculated and paid by the Contractor.

8.2.2 Upon certification by Contractor of completion of sub-clauses under clause 8.2.1.S and acceptance of the certificate by the Owner/Project Manager, the Owner/Project Manager shall issue a Final Acceptance Certificate certifying such matters within 120 (one hundred and twenty) Days.

9.0 LIQUIDATED DAMAGES

9.1 **Liquidated Damages for Delay**

9.1.1 If Provisional Acceptance Certificate does not occur on or before the Guaranteed Completion Date of Relevant Package, Contractor shall pay Liquidated Damages to Owner/Project Manager for such delay for each and every week or part thereof which elapses after the Guaranteed Completion Date for the Relevant Package until the earlier of (i) Provisional Acceptance Certificate, or (ii) the Day on which Contractor has paid to the Owner/Project Manager the maximum amount of Liquidated Damages for delay pursuant to the Contract.

9.1.2 The Liquidated Damages payable by Contractor to the Owner/Project Manager is 0.5% of the Contract Price for every week or part thereof of delay of not achieving the intermediate milestones (to be arrived at during contract finalization), subject to a maximum of 5% of Contract Price per milestone (the "Liquidated Damages for Delay") and 1% of the Contract Price for every week or part thereof of delay of not achieving the final milestones subject to a maximum of 10 % of the Contra ct Price for the overall schedule.

9.1.3 Notwithstanding the foregoing, no Liquidated Damages for Delay shall be payable for period of delay in achieving Provisional Performance Acceptance beyond Guaranteed Completion Date of the Relevant Package to the extent such delay is solely on account of Force Majeure Event and Contractor has been granted an extension oftime pursuant to clause 17.0 hereof.

9.1.4 If at any time, the Contractor is falling behind the schedule for intermediate milestone/s, he shall take necessary action to make good for such delays as per various provisions in the Contract to ensure overall Project schedule and achieve the final milestone/s. In case the Contractor is able to achieve the final milestone/s by the Guaranteed Completion Date/s, the Liquidated Damages deducted for the delays in intermediate milestone/s shall thereon be refunded to the Contractor along with the final payment.

9.1.S The Contractor shall pay to the Owner/Project Manager the Liquidated Damages for Delay calculated by Owner/Project Manager pursuant to the contract failing which same shall be adjusted from any sum due or payable by Owner/Project Manager to Contractor or recovered from performance and other securities provided by the Contractor.

9.2 The Liquidated Damages for Failure to meet Performance Guarantees

9.2.1 The Performance Liquidated Damages payable by the Contractor to the Owner/Project Manager which will be calculated as set forth in the Contract/ Technical Specifications.

9.3 Liquidated Damages Being Reasonable

The Parties acknowledge that:

a) Damages for Contractor's failure to meet any Guaranteed Completion Date and/or Contractor's failure to achieve the Performance Guarantee, are difficult to determine and that the Liquidated Damages set forth in the Contract including clause no. 9.0 of these General Conditions of Contract are pre-determined, pre-agreed and appropriate measures of the damages for such delays or such shortfalls in performance and are neither penalty nor consequential damages sustained by Owner/Project Manager as a result of such delays and / or shortfalls. Payment of all Liquidated Damages pursuant to this clause 9.0 shall be subject to the limitation on liability in respect thereof set forth in clause 16.2 of these General Conditions of Contract.

b) Contractor waives any defence to non-performance of its obligation to pay Liquidated Damages pursuant to the Contract including this clause no. 6.0 on the ground of alleged invalidity or unenforceability of provisions relating to payment of Liquidated Damages based on any theory or law or otherwise.

c) The amount of Liquidated Damages specified herein represent the projected commercial losses of the Owner/Project Manager, are fair and reasonable, are not penalties and reflect the Parties' assessment and estimate of such financial losses and damages of the Owner/Project Manager.

9.4 In view of the foregoing, the Contractor accepts and agrees to such Liquidated Damages as liquidated damages and shall not dispute such Liquidated Damages in any proceedings under the Contract.

10.0 WARRANTIES

10.1 **Contractor Warranties**

Contractor warrants to Owner/Project Manager with respect to the Performance of Work that all construction equipment and materials comprising the Contract Works will be new, conforming to Technical Specifications and free from defective workmanship. If Owner/Project Manager notifies Contractor in Writing with adequate detail of any such defects or deficiencies in the Works discovered during the applicable Defects Liability Period thereof, Contractor shall (a) re-perform any of the work hereunder to correct any errors, omissions, defects or deficiencies in the Works, and (b) in the case of any defective equipment or materials, at Contractor's option either repair or replace at its Cost.

Contractor warrants to Owner/Project Manager that:

a) Adherence to the Operations Manual shall allow operation and maintenance of the Relevant Package with performance at a level at least as favourable to Owner/Project Manager as the Performance Guarantees and such operation will not impair any Warranty in respect of Work including equipment and materials;

b) The Relevant Package supplied will incorporate all such modifications and improvements as their respective manufacturers may have decided to incorporate in similar equipment as of the date of Taking-Over and the end of the Defects Liability Period, provided that the incorporation of such modifications and improvements may take place at such time during the Defects Liability Period as the parties may agree;

c) Not Used.

d) All information, averments and data submitted, starting from the Bid and up to end of Contract Period, to the Owner/Project Manager is correct and true. If at any later date,

any of the aforesaid information, averment and data submitted is found to be false or incorrect, in part or in whole, the Contractor would be treated as a Contractor in Default as per Clause 13.2, and all consequences shall apply accordingly. The Owner/Project Manager would also be entitled to recover any cost or damages from Contractor including through encashment/forfeiture of Contract Performance Bank Guarantee and deductions from amounts payable to the Contractor.

10.2 **Defects Liability Period (also referred as Warranty Period)**

10.2.1 "Defects Liability Period" shall be 24 (twenty-four) months (unless a different Warranty Period is specified in either SCC or Technical Specifications in which case the Warranty Period as specified in Technical Specification/ SCC shall have the precedence in the order of priority giving priority to Technical Specifications followed by SCC) beginning from the date of Provisional Acceptance / Take-over whichever is later of the Relevant Package. During this Warranty Period, the Contractor will be liable to rectify all defects in the Relevant Package if any arisen.

Component/sub-systems/parts wherein specific warranty longer than the Warranty Period for the Relevant Package is specified in the either the Technical Specifications or sec, such extended warranty requirements of the identified component/sub-systems/parts as specified in the Technical Specifications/ sec (in the order of priority) shall prevail.

Any parts or components of the Goods or Services forming the Relevant Package having defects which is warranted and corrected by Contractor either by way of repair or replacement shall be further warranted by Contractor for a further period equivalent to the Warranty Period from the date such correction is affected and accepted by Owner/Project Manager/Owner's Representative.

Notwithstandingthe above, in no event shall the warranty on any part or component exceed twice the contracted Warranty Period from the date of Provisional Acceptance (the "Sun-set Date").

Notwithstanding the Sun-set Date, where a recurring defect of any particular part or component results in the failure of such part or component more than twice within the appropriate Sun-set Date, such part or component shall be replaced or repaired by the Contractor until such time that such part or component has operated without failure at least once for the contracted Warranty Period from the date of installation of such replaced/ repaired part.

The above Warranties are however subject to the provision that should any scheduled inspection of a particular item of the Relevant Package falls due within the above Defects Liability Period and any part or component thereof is scheduled to be refurbished or replaced, then such parts are warranted only up to the date of such scheduled replacement or refurbishment. The refurbished or newly replaced parts shall thereafter be covered for under the terms and conditions agreed by the Parties with respect to such replaced or refurbished parts.

10.2.2 **Latent Defects Liability Period**

The Latent Defects Liability Period for the Relevant Package shall be 36 (thirty-six) months from the expiry of the Warranty Period for the Relevant Package, however, not less than sixty (60) months from the date of Provisional Acceptance of the Relevant Package. Any such Latent Defects identified during the appropriate Latent Defect Liability Period shall be corrected and made good by the Contractor at its sole Cost.

Should any scheduled inspection of a particular item of the Relevant Package fall due within the Latent Defects Liability Period and any part or component thereof is scheduled to be refurbished or replaced, then the warranty for such parts shall be limited up to the date of such scheduled replacement or refurbishment. The refurbished or newly replaced parts shall from this point

onwards be covered for under the terms and conditions agreed by the Parties with respect to such replaced or refurbished parts.

10.2.3 **To Remedy Defective Work During Defects/ Latent Defects Liability Period**

If the Work or any portion thereof shall be damaged in any way excepting by the acts of the Owner/Project Manager, or if defects not readily detected by proper inspection shall develop before the Provisional Acceptance Certificate, the Contractor shall forthwith make good, without compensation from the Owner/Project Manager, such damage or defects in a manner satisfactory to the Owner/Project Manager/ Owner's Representative. In no case shall defective or imperfect work be retained.

In case any defects in the work due to bad materials and/or bad workmanship develop in the work before the expiry of this period, the Contractor on notification by the Owner/Project Manager shall rectify or remedy the defects at his own cost and he shall make his own arrangements to provide materials, labour, equipment and any other appliance required in this regard. The retention of Security Deposit/Performance Bank Guarantee by the Owner/Project Manager during this Defects Liability Period shall be as indicated in Special Conditions of Contract. In case even on due notification by the Owner/Project Manager, the Contractor fails to rectify or remedy the defects, the Owner/Project Manager shall have the right to get this done by other agencies and recover the cost incurred, by deductions from any money due or that may become due to the Contractor or from his security deposit/ Performance Bank Guarantee.

The Owner/Project Manager may, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor or from his security deposit Performance Bank Guarantee, a sum to be determined by the Owner/Project Manager equivalent to the cost of amending such work and in the event of such security deposit/ Performance Bank Guarantee being insufficient, recover the balance from the Contractor together with any expense the Owner/Project Manager may have incurred in connection therewith.

The Contractor shall remain liable under the provisions of this clause notwithstanding the passing by the Owner/Project Manager of any certificate, final or otherwise or the passing of any accounts.

Owner/Project Manager shall give notice of observed defects promptly following such observation. Such notice must be given at the latest within thirty (30) Days from the end of the appropriate Warranty Period or Latent Defect Liability Period as applicable.

Contractor's obligation to effect repairs or replacement based on Contractor's Warranties shall not extend to failure caused by:

a) normal wear and tear;

b) failure to adhere to the Operation and Maintenance Manual; or

c) any repair or modification initiated or undertaken by Owner/Project Manager during the Warranty Period without the proper recourse to Contractor and without the Contractor's knowledge or consent, which consent shall not be denied unreasonably.

10.3 **Sub-contractor Warranties**

No warranty obtained from any Sub-contractor shall be deemed to reduce or limit Contractors Warranties or Latent Defects liability set forth in this clause 10.0 or Contractor's obligation to supply Goods or perform corrective **work.**

10.4 **Survival of Warranties**

Warrantees and Latent Defect Liability under the contract shall survive any termination of the Contract in respect of any part of the **work** for which Owner/Project Manager has paid Contractor.

10.5 **Emergency Repairs**

In the event of repairs carried out by the Contractor during the Defects Liability Period is not found satisfactory, the Owner/Project Manager reserves the right to rectify / replace the part at Contractor's risk and Costs.

In the event of an emergency where Contractor's personnel is not available on Site or cannot be on Site within an acceptable period of time and if in the judgement of Owner/Project Manager the delay from giving formal notice would cause serious loss or damage which could be prevented by immediate action, defects may be corrected by Owner/Project Manager or a third party designated by Owner/Project Manager at the Contractor's cost and expense, without giving prior notice to Contractor. In the event such action Is taken by Owner/Project Manager, Contractor will be notified promptly and shall assist wherever possible in undertaking the necessary corrections. The above emergency repairs shall not relieve the Contractor from liability under the terms and General Conditions of Contract.

10.6 **Removal of the Defective Work**

If the defect or damage Is such that it cannot be remedied expeditiously at the Site, the Contractor may, with the consent of Owner/Project Manager/Owner's Representative, remove from the Site for the purposes of repair any part of the Works which is defective or damaged. If the value of part or material removed from the Site Is substantial (value to be finalised at appropriate stage) as determined by the Owner/Project Manager/Owner's Representative, the Contractor shall provide security in the form of bank guarantee for a value as determined by the Owner/Project Manager/Owner's Representative.

In case of defective parts which are not repairable at Site but are essential for commercial operation of the equipment, Contractor and the Owner's Representative shall mutually agree to a program of replacement or renewal which will minimise interruptions to the maximum extent, in the operation of the equipment and the Relevant Package and the Contractor shall expeditiously provide necessary parts for replacement before shutdown planned.

The cost of any special or general overhaul rendered necessary during the warranty period due to defects in Relevant Package or defective Work carried out by the Contractor, the same shall be borne by the Contractor.

11.0 INTERIM AND FINAL PAYMENTS

11.1 The Contractor's organisation shall maintain an independent estimate & billing division. Contractor shall be responsible for working out the detailed quantities for various items of work, from the progressive drawings, released for construction, within two months from the date of receipt of drawings. Detailed bill of quantities along with the abstract shall be submitted to the Engineer for his approval. Increase or decrease in these approved quantities due to revision in drawings or due to Engineer's instructions shall be incorporated by the Contractor and submitted to the Engineer for revised approval within 30 days from the receipt of revised drawings/instructions.

11.2 Bills are to be submitted in the format approved by the Owner/Engineer. Interim/ Final bills shall be submitted on the basis of work completed against these approved quantities. Payment will be released by the Owner on verification of work completed against these approved quantities. No other method for billing shall be accepted by the Owner. Each bill shall be submitted along with

the detailed measurement sheets, pour cards, reconciliation statements for all the materials issued by the Owner.

11.3 Running Account bill shall be monthly and in computerised format prepared in Microsoft Excel or any other mutually agreed software and uploaded in Owner's e-sourcing portal. The bills shall be error free and accompany all the supporting documents like JMRs, quality related documents, pour card, etc. The bill shall be submitted in soft copy (non-rewritable CDs) also.

11.4 Any interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the right of Owner/Project Manager or the Engineer from getting bad, unsound and imperfect or unskilled work to be removed and reconstructed by the Contractor or be considered as an admission of the due performance of the Contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine or affect in any way the powers of Owner/Project Manager or the Engineer under these conditions or any of them as to the final settlement and adjustment of the payment or otherwise, or in any other way vary or affect the Contract.

11.5 A bill shall be submitted by the Contractor each month on or before the date fixed by the Owner for all works executed in the previous month and Owner shall take or cause to be taken the requisite measurement for the purpose of having the same verified. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer at its discretion may depute within seven days of the date fixed as aforesaid a subordinate to measure the said **work** in the presence of the Contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer may prepare a bill from such list which shall be binding on the Contractor in all respects. If the Contractor fails to countersign or to record the differences within a week from the date of measurement in the manner required by the Engineer then in any such event, the measurements taken by the Engineer or by the subordinate deputed by him as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

11.6 The final bill shall be submitted by the Contractor within two months of the date of the Final Acceptance Certificate, otherwise the Engineer's certificate of the measurement and the total amount payable for the work accordingly shall be final and binding on all Parties.

11.7 The Contractor shall submit all bills in printed forms/ Owner's e-sourcing portal as directed by Owner and the charges in the bills shall always be entered at the agreed rates as per the Contract or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the Contract at the rates subsequently accepted by the Owner for such work.

11.8 In case work is nearly or is anticipated to be suspended, or in case only unimportant progress is being made, or in case it is apparent that the Contractor is about to forfeit his Contract or that the money yet due to him will not complete hisContract, the Engineer may, at his discretion, withhold any payment which may be due to the Contractor.

11.9 The Contractor shall not demand, nor be entitled to receive payment for the work any portion thereof except, in the manner set forth in this Contract and only after the Engineer shall have given a certificate for such payment. For final payment, when the Work covered by this Contract has been completed, and Final Acceptance Certificate has been issued to the Contractor, the Contractor shall prepare a final abstract showing the total amount of work done and its value under and according to the terms of this Contract. The Contractor shall attach copies of the Engineer's completion certificate with his final abstract. From the total value thus arrived, all previous payments will be deducted and all deductions made in accordance with the provisions of this Contract and the remainder shall be paid by the Owner to the Contractor within three months of the date of submission of the Contractor's final bill except in case of disputed items.

11.10 **Deduction from/ Withholding Contractor's Bills/Payment**

11.10.1 All costs, damages or expenses, which the Owner/Project Manager may have paid, for which under the Contract the Contractor is liable, will be claimed by the Owner/Project Manager. All such claims shall be billed by the Owner/Project Manager to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor properly identify such claims. Such claims shall be paid by the Contractor within 15 (fifteen) Days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner/Project Manager may the deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the Owner/Project Manager of such claims.

11.10.2 Owner/Project Manager shall have the right to withhold from any payment due to Contractor, including the final payment, such amounts as Owner/Project Manager reasonably deems necessary or appropriate to protect it because of any one or more of the following reasons:

a) Defects in any Work, which might affect Owner/Project Manager's ability to operate Relevant Package as contemplated herein, whether or not payment has been made thereof;

b) The filing of any vendor/ tradesman's lien or similar encumbrance in respect of the Work or the Relevant Package (or any portion thereof);

c) A dispute as to the accuracy or completeness of any request for payment received by Owner/Project Manager within 90 Days of receipt thereof or payment made there under;

d) Contractor's failure to deliver any Performance Securities to Owner/Project Manager

e) Any requirement in accordance with Applicable Laws to withhold any Taxes payable by Contractor in respect of the Goods/Work or any part thereof;

f) Contractor's failure to make payments to its Sub-contractors or Workers for Work or supply of Goods or to any statutory & Regulatory authority including amounts withheld by Contractor because of disputes between Contractor and such Persons.

g) Any legal cases, litigations pending against the Contractor or against the Owner/Project Manager but relating to the Works or Contractor's obligations under the Contract.

h) Any breach of the Contract by the Contractor.

11.10.3 In addition to the provisions of the clause 11.10.1 which relates to the recovery by the Owner/Project Manager of any amounts that the Owner/Project Manager may have paid, for which the Contractor is liable under the Contract, the Owner/Project Manager shall also be entitled to recover all the dues in terms of the Contract including Liquidated Damages for delay, Liquidated Damages for the shortfall in the guaranteed performance parameters, etc., by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/ guarantees under the Contract and/ or otherwise.

11.10.4 Notwithstanding any dispute that Contractor may have, and regardless of the basis thereof or grounds thereof, Contractor agrees that it will, for so long as the Contract has not been terminated diligently proceed with the Works up to Final Performance Acceptance and final Take-over of Relevant Package, all in accordance with the terms of the Contract.

11.10.5 Any payment due to Owner/Project Manager by the Contractor and remaining unpaid beyond the stipulated date shall be liable to interest payment 100 (hundred) basis points above the short-term Prime Lending Rate of State Bank of India Marginal Cost of the Fund-Based Lending Rate (SBI MCLR) for a tenure of 1 year from the date of due to Owner/Project Manager to the date of receipt of dues from Contractor by Owner/Project Manager.

11.10.6 Idle time charges for any reason whatsoever shall not be borne by the Owner.

11.11 **Punch List Items:**

Contractor shall perform all Work required or appropriate for all Punch List Items within a Schedule to be mutually determined by Contractor and Owner/Project Manager after submission of the Final Request for take-over. Such Schedule shall provide for completion of all Punch List Items as soon as practicable following determination of the completion schedule, but no later than the date set forth by Owner/Project Manager. Upon completion of the Punch List Items, Contractor may submit to Owner/Project Manager and the Owner's Representative a Request for Final Take-over and shall furnish with such a request a certificate that all Punch List Items have been completed. Owner/Project Manager shall examine and certify claim of Contractor of having satisfactorily attended the punch list items.

11.12 **Dedicated Bank Account/ Escrow Account:**

11.12.1 The Contractor shall maintain a separate account with a Scheduled Commercial Bank for the purpose of receiving all the payments under the Contract and for utilization of payments received from the Owner for disbursement to its sub- contractors.This could be an Escrow Account opened and governed under a tripartite agreement between the Contractor, the Owner and the Bank if required by the Owner/ Project Manager.

The Contractor shall maintain separate books of accounts for all payments under this Contract and Owner/Project Manager shall have access to these books of accounts at all times.

11.12.2 Account Tracking Mechanism:

In case the contractor wants to withdraw funds from the above bank account for any purpose other than the contract, he shall be required to submit an undertaking to the project manager certifying that all due statutory payments, labour payments and payments to all his sub-contractors have been disbursed corresponding to the total payment received by him under the contract

11.12.3 For tracking of payments received from the employer, the Contractor shall also submit a monthly statement by 7th of every month certifying the transactions pertaining to the above account along with the purpose of such transactions. In case, the Contractor transfers the funds for any purposes other than the Contract, without prior consent of the Owner, it will constitute a breach of Contract by the Contractor

11.12.4 In case the Contractor violates any of the above provisions, Owner shall have the right to give suitable instructions to the bank to regulate/ freeze the account.

12.0 CHANGE ORDERS

A Change Order shall be issued by the Owner/Project Manager in accordance with this clause, when either Owner/Project Manager or Contractor proposes to make any change in the Scope, Services, the Contract Price, the Performance Guarantees and/or the Schedule.

12.1 **Further Detailing not a Change Order**

Contractor's performance of Services shall be subject to further detailing from time to time and Contractor shall receive no additional compensation for such detailing to the extent that such detailing does not constitute a Change Order.

Notwithstanding GCC, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

12.2 **Right to Change Order**

12.2.1 Change Orders may be initiated by the Owner/Project Manager/Owner's Representative at any time during the Contract Period, either by instruction or by a request (the "Change Order Notice") to the Contractor to submit a proposal. If the Owner/Project Manager/Owner's Representative requests the Contractor to submit a proposal and subsequently elects not to proceed with the change, the Contractor shall not be reimbursed for the Cost incurred for proposal.

12.2.2 The Contractor shall not make any alteration and/or modification of the Services unless and until the Owner/Project Manager/Owner's Representative instructs or approves a Change Order in Writing.

12.2.3 Change Orders may be requested by the Contractor (the "Change Order Request") (i) in case its performance of Services is affected by any Change in Laws or any act or omission of the Owner/Project Manager, Owner's Representative or Owner/Project Manager's Other contractors, or (ii) to propose any change which in the Contractor's opinion will reduce the cost of constructing, maintaining or operating the Relevant Package or otherwise be of benefit to the Owner/Project Manager. Provided further that any Change Order Request under sub-para (i) of this clause, the Contractor shall give a written notice promptly but, in any event, not later than 15 days from the date of occurrence of the event failing which Owner/Project Manager shall not be liable for admitting such Change Order Request.

12.3 **Change Order Procedure**

12.3.1 If the Owner/Project Manager/Owner's Representative issues a Change Order Notice, the Contractor shall submit a proposal addressing the following, within fifteen (15) Days or any other period as mutually agreed:

a) Description of the proposed design and/or work to be performed, and a programme for its execution together with supporting details and calculations;

b) The Contractor's proposal for any necessary modifications to the Schedule

c) The Contractor's proposal for any adjustment to the Contract Price, Guaranteed Completion Dates, Performance Guarantees and/or modifications to the Contract.

12.3.2 If the Contractor issues a Change Order Request, the Contractor shall submit a proposal addressing the following:

a) the reasons for the request with supporting details/documents;

b) a description of the design and/or work affected or proposed to be performed, together with programme for execution and other supporting details/calculations;

c) the Contractor's proposal for any necessary modifications to the Schedule;

d) the Contractor's proposal for any adjustment to the Contract Price, Guaranteed Completion Dates, Performance Guarantees and/or modifications to the Contract.

12.3.3 The Owner/Project Manager/Owner's Representative shall respond with approval, rejection or comments within a period to be mutually agreed after receipt of such proposals.

12.3.4 If the Owner/Project Manager/Owner's Representative instructs or approves in Writing a Change Order, the parties shall proceed with adjustments to the Contract Price, Schedule of Payments, Performance Guarantees and/or Guaranteed Time for Completion.

12.3 .S Contractor shall not suspend performance of this Contract during review and negotiation of any Change Order, except as may be directed by Owner/Project Manager or required by Applicable Law.

12.3.6 Payment in respect of the approved Change Orders shall be released by the Owner/Project Manager to the Contractor on satisfactory completion of such Change Order and its certification by the Owner's Representative in the same manner as applicable to corresponding milestone payments under the Contract.

12.4 **New Items/ Extra Items**

12.4.1 New Items/ Extra items if any shall be paid on cost plus basis. The cost of item shall be determined as per the actual cost incurred (bills produced) for only he direct materials, labour, machinery utilisation for the said extra items subject to the cost/ bills produced to be reasonable as per the prevailing market rates. The Contractor shall be paid 15 (fifteen) percent of the cost so derived towards the overheads and profits. These overhead & profit charges shall be deemed to include all the site infrastructure and management related costs e.g. construction power/water, project management, safety & PPE, general tools & tackle, employee accommodation etc. and shall not form part of any cost breakdown structure. Cost of materials will not be added for calculation of overheads/profits to the extent provided as a free issue material by the Owner/Project Manager. For such extra items, the Contractor shall maintain time sheets of personnel engaged and logbook of machinery utilisation for execution of such items and get them certified by the Owner/Project Manager. Only such labour and equipment cost as supported with the above records, which in the opinion of the Owner/Project Manager is reasonable and justified, shall be taken into account to determine the extra Item rate.

12.4.2 Analogous items not covered in the Schedule of Price/ Quantities but are of similar construct or nature to the items already covered in the Schedule of Price/ Quantities shall be paid for at rates worked out on the basis of cost breakup of rates already agreed for such similar Items already covered in the Schedule of Price / Quantities. The Contractor shall furnish a cost break-down structure of all the major items (using the Pareto principle) under the Contract execution matching the agreed rates at the beginning of the Contract. This cost breakdown of items -up shall form the basis of deriving the price for the analogous Items.

13.0 TERMINATION BY THE OWNER/PROJECT MANAGER

13.1 **Termination for Convenience**

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

(i) cease all further work, except for such work as may be necessary and instructed by the Owner/Project Manager/Owner's Representative for the purpose of making safe or protecting those parts of the Services already executed, and any work required for leaving the Site in a clean and safe condition;

(ii) stop all further sub-contracting or purchasing activity, and terminate all Sub-contracts except those to be assigned to the Owner/Project Manager pursuant to paragraph (vi) below;

(iii) handover and transfer the title of ownership to the Owner of all Design, Documents, Manuals equipment, materials and spares relating to the Relevant Package 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;

(iv) handover and transfer the title of ownership to the Owner of those parts of the Relevant Package executed by the Contractor up to the date of termination; and

(v) remove all Contractor's Equipment, which is on Site and repatriate all his staff and labour from the Site.

(vi) to the extent legally possible, assign to the Owner/Project Manager all rights, title and benefit of the Contractor to the Relevant Package as on date of termination and, as may be required by the Owner/Project Manager, in any sub-contracts concluded between the Contractor and its Sub-contractors.

Upon termination, the Contractor shall:

a) Cease all further Work, except for such Work as may be necessary and instructed by the Owner/Project Manager/Owner's Representative for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition,

b) Handover and transfer the title of ownership to the Owner all Design Documents, Construction Documents, Manuals, equipment, Materials and spares for which the Contractor has received payment,

c) Hand over and transfer the title of ownership to the Owner those other parts of the Works executed by the Contractor up to the date of termination, and

d) Remove all Contractor's equipment, which is on the Site and repatriate all his staff and labour from the Site.

e) to the extent legally possible, assign to the Owner/Project Manager all rights, title and benefit of the Contractor to the Relevant Package as on date of termination and, as may be required by the Owner/Project Manager, in any sub-contracts concluded between the Contractor and its Sub-contractors.

The Owner/Project Manager shall return the initial Advance Bank Guarantee and Contract Performance Security, (except to the extent required for the surviving obligations of the Contractor) and shall pay the Contractor an amount calculated and certified in accordance with clause 17.6 and Sub-contractor cancellation charges if any.

13.2 **Termination for Default by Contractor**

13.2.1 Notice to Correct

If the Contractor fails to carry out any of his obligations, or if the Contractor does not execute the Services in accordance to the Contract, the Owner/Project Manager/Owner's Representative may give notice to the Contractor requiring him to make good such failure. The Contractor shall remedy the same or take reasonable action to remedy the same within fifteen (15) Days from date of such notice.

If the Contractor:

a) fails to comply with a notice under sub-clause 13.2.1, or

b) abandons or repudiates the Contract, or

c) without reasonable excuse fails to commence or proceed with the Services in accordance with the Contract, or

d) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if

any act is done or event occurs which (under any Applicable Law) has a similar effect to any of these acts or events, or

e) assigns the Contract without the required consent of Owner/Project Manager, or

f) fails to comply with Applicable Laws and/or Applicable Permits, or

g) is in material breach of the Contract,

h) fails to comply with Tata Power's Safety Terms & Conditions annexed as Appendix to this GCC

then the Owner/Project Manager may, without prejudice to any other right or remedy Owner/Project Manager may have under the Contract after having given thirty (30) Days' notice to the Contractor, terminate the Contractor's employment under the Contract, should Contractor fail to rectify within such notice period or commence to rectify the defaults within fifteen (15) Days of receipt of such notice from Owner/Project Manager; provided always that in the case of paragraph (d) above, the termination shall become effective on Owner/Project Manager issuing the notice of termination.

Without prejudice to the foregoing, the amount of Liquidated Damages for Delay for which the Contractor would be otherwise become liable under clause 9.1 exceeds the aggregate cap referred to in clause 16.2.1 (i), then Owner shall at any time thereafter be entitled (but not obliged) by notice forthwith to terminate the employment of the Contractor

Upon termination, Owner/Project Manager shall automatically without the necessity of any further action by the Contractor stand subrogated to the interests of Contractor in or under any Sub-contracts. Owner/Project Manager shall succeed Contractor in all Sub-contracts and the Owner/Project Manager shall compensate the Sub-contractors under such Sub-contracts the compensation becoming due and payable under their agreements with the Contractor from and after the date Owner/Project Manager decides to succeed to the interests of the Contractor. The Contractor shall simultaneously deliver all Documents relating to the Relevant Package prepared by the Contractor or procured from other sources up to the date of termination to the Owner/Project Manager. Upon termination, if requested by Owner/Project Manager, Contractor shall withdraw from the Site and shall remove as directed by Owner/Project Manager any debris or waste materials (including any hazardous substances) generated by Contractor in performance of the Services.

Owner/Project Manager may take possession of any and all materials, documents, purchase orders, correspondence and schedules that Owner/Project Manager deems necessary to complete the Relevant Package. The Owner/Project Manager is also free to take possession of and use Contractor's Equipment at Site free of any cost. The rights and authorities conferred on the Owner/Project Manager and the Owner's Representative by the Contract shall not be affected by such termination.

The Contractor shall not be released from any of his obligations or liabilities accrued under the Contract. 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 Latent Defects or his accrued liability to pay Liquidated Damages for Delay and/or Performance nor shall entitle him to reduce the value of Contract Performance Security.

13.2.2 The Owner/Project Manager may upon such termination complete the Relevant Package himself and/or by employing any other contractor. The Owner/Project Manager or such other contractor may use for such completion such of the Documents made by or on behalf of the Contractor, Contractor's Equipment, Temporary Works, plant and materials as he or they may think proper. Upon completion of the Services, or at such earlier date as the Owner/Project Manager/Owner's Representative thinks appropriate, the Owner/Project Manager/Owner's Representative shall give notice that the Contractor's Equipment and

Temporary Works will be released to the Contractor at or near the Site. The Contractor shall remove or arrange removal of the same from such place without delay and at his cost.

13.2.3 Upon termination, if Owner/Project Manager is of the opinion that he is not able to complete the Relevant Package himself or with the help of other contractors, then he may reject the incomplete Works. In such an event the Owner/Project Manager shall recover all money paid by the Owner/Project Manager to the Contractor for the incomplete /rejected Relevant Package. The Contractor shall also dismantle and dispose of the rejected/incomplete Works and also clear the Site at his cost. If he fails to do so, the Owner/Project Manager will dismantle and dispose of the rejected incomplete Relevant Package and clear the Site at Contractor's Cost and risk and recover all expenses incurred in this regard from the Contractor.

13.3 **Payment after Termination**

13.3.1 After termination under clause no. 13.2 above, the Contractor shall not be entitled to any further payment under the Contract, except that, if Owner/Project Manager completes the Relevant Package and the costs of completion are less than the Contract Price, the Owner/Project Manager shall pay Contractor an amount properly allocable to Services fully performed by Contractor prior to termination for which payment was not made to Contractor or a Sub-contractor, upon completion of the Relevant Package by Owner/Project Manager.

13.3.2 The Owner/Project Manager shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works. In addition, Owner/Project Manager shall be entitled to exercise any rights or remedies available to Owner/Project Manager hereunder or at law or in equity.

14.0 INDEMNIFICATION

14.1 **General** Indemnity

14.1.1 Contractor shall fully indemnify, save & hold harmless, defend and keep indemnified Owner/Project Manager, Owner/Project Manager's shareholders, the Owner's Representative, and the directors, agents, officers and employees of the Owner/Project Manager (the "Owner's Indemnified Parties") from and against any and all claims, including reasonable legal costs, (collectively the "Damages") in respect of death or bodily injury or in respect to loss or damage to any property of Owner or any other third parties which arises out of or in consequence of the Contract whilst the Contractor has responsibility for the care of the Works to the extent resulting from Contractor's or any Sub-contractor's or their agents or employees intentional act, negligence, or strict liability or omission in the performance of the Contract; provided that the foregoing obligation shall not apply to the extent the Owner's Indemnified Parties are negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Owner's Indemnified Parties.

14.1.2 Owner/Project Manager shall fully indemnify, save & hold harmless and defend Contractor and its shareholders and the directors, agents and employees of the Contractor (the "Contractor Indemnified Parties"), from and against any and all claims, including reasonable legal costs, (collectively the "Damages") by third parties in respect of death or bodily injury or in respect to loss or damage to any property which arises out of or in consequence of the execution of the Project to the extent caused by Owner/Project Manager's or Owner's Other Contractor's strict liability, intentional act or omissions or negligence; provided that the foregoing obligation shall not apply to the extent the Contractor Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Contractor Indemnified Parties.

14.2 **Specific Indemnification**

14.2.1 Contractor shall fully indemnify, save and hold harmless Owner/Project Manager Indemnified Parties from and against any claim, demand, liability, action, proceedings, cost or expense by any third party with respect to:

a) Failure of Contractor, any Sub-contractor or any of their respective Sub-contractors to comply with Applicable Laws and Applicable Permits, Prudent Utility Practices and Good Engineering Practices.

b) Failure of Contractor to make payments of taxes relating to Contractor's, any Sub-contractor's income or other taxes required to be paid by Contractor pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract.

c) Any Hazardous Materials of Contractor, any Sub-contractor, or any of their respective Sub-contractors which has at any time been brought on and has been caused to be released thereof on or from the Site or for which any of them is responsible by law or in the Contract.

d) Failure of Contractor to protect the environment (both on and off the Site) in accordance / compliance with the applicable environmental laws along with its amendments/modifications from time to time.

14.2.2 Owner/Project Manager shall fully indemnify, save harmless and Contractor Indemnified Parties from and against Damages in favour of any third party with respect to:

a) Failure of Owner/Project Manager or any of its Other Contractors to comply with Applicable Laws and Applicable Permits.

b) Any Hazardous Materials of Owner/Project Manager, or any of its Other Contractors (other than Offshore Supply Contractor, Onshore Supply Contractor, and Onshore Services Contractor, and the Sub-contractors) has brought on and caused the release thereof from the Project Site.

14.3 **Intellectual Property (IP) Indemnification**

14.3.1 In performing the Services, Contractor shall not incorporate into the Relevant Package, or use in connection with the Relevant Package or the performance of the work, any materials, methods, processes, systems or service that involve the use of any confidential information, intellectual property or proprietary rights that Contractor does not have the right to use or incorporate or which may result in claims or suits against Owner/Project Manager, Contractor or any Sub-contractor arising out of claims of infringement of any third party, domestic or foreign patent rights, copyrights, other proprietary rights, or intellectual property rights, licenses or agreements, or applications for any thereof, or rights of use of confidential information.

14.3.2 The Contractor shall retain the copyright and other Intellectual Property Rights in the Contractor's Documents and other design documents independently made by (or on behalf of) the Contractor. The Contractor shall be deemed to give to the Owner/Project Manager a perpetual non-terminable, non-exclusive, transferable royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

a) be valid throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as

envisaged by the Contract, including replacements of any computers supplied by the Contractor.

d) be used for any other purposes related to the Relevant Package/ Work.

14.3.3 Contractor shall fully indemnify and save harmless and defend the Owner Indemnified Parties from and against any and all damages or loss that the Owner's Indemnified Parties may suffer, incur or pay by reason of any claims or suits arising out of claims of infringement of any patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to equipment, designs, techniques, processes and information designed or used by Contractor or any sub-Contractor in performing the Work or supply of Goods hereunder or under the Sub-Contracts in any way incorporated in or related to the Project other than any such equipment, designs, techniques, processes and information provided by the Owner Indemnified Parties.

14.3.4 If, in any suit or claim relating to the foregoing, a temporary restraining order or preliminary injunction is granted, Contractor shall make every effort to secure the suspension of the injunction or restraining order. If, in any such suit or claim or any part, combination or process thereof, is finally held to constitute an infringement and its use is permanently enjoined, Contractor shall promptly make every reasonable effort to secure for Owner/Project Manager a license, at no Cost to Owner/Project Manager, authorising continued use of the infringing Goods or Work. If Contractor is unable to secure such license within a reasonable time so as to not affect the Project Contractual Time for Completion, Contractor shall, at its own expense and without impairing performance requirements, either replace the affected Goods or Work, or part, combination or process thereof with non-infringing components or parts or modify the same so that they become non-infringing.

14.3.5 Final payment to the Contractor by the Owner/Project Manager will not be made while any such suit or claim remains unsettled.

14.4 Notice and Legal Defence

14.4.1 Promptly after receipt by a party of a11y claim or Notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnities provided may apply, such Party shall notify the other Party in Writing of such fact provided that the failure of a Party to give any such Notice promptly shall not excuse the indemnifying party from its indemnification obligations hereunder except to the extent any such failure actually prejudices the indemnifying Party in the defence of such matters.

14.4.2 The indemnifying Party shall assume on behalf of the indemnified Party and conduct with due diligence and in good faith the defence thereof with counsel reasonably satisfactory to the indemnified Party; provided that the indemnified Party shall have the right to be represented therein by advisory council of its own selection and at its own expense; and provided, further, that if the defendants in any such action include both the indemnifying Party and the indemnified Party and the indemnified Party shall have reasonably concluded that there may be legal defences available to it which are different from or additional to, or inconsistent with, those available to the indemnifying Party, the indemnified Party shall have the right to select separate counsel to participate in the defence of such action on its own behalf at the indemnifying Party's expense.

14.4.3 The indemnified Party shall, at the request of the indemnifying Party, provide all reasonably available assistance in the defence or settlement of any such claim, action, proceeding or investigation, and all reasonable costs and expenses incurred by the indemnified Party in connection with the defence or settlement of any such claim, action, proceeding or investigation shall be reimbursed by the indemnifying Party promptly upon demand thereof. The indemnified Party shall not settle or compromise any claim, action or proceeding without the prior Written consent of the indemnifying Party such consent not to be unreasonably withheld.

14.5 Failure to Defend Action

If any claim, action, proceeding or investigation arises as to which the indemnities provided may apply, and the indemnifying Party fails to assume the defence of such claim, action, proceeding or investigation, then the indemnified Party may at the indemnifying Party's expense contest or settle such claim.

14.6 Survival: Expiration of Indemnity

The provision of this Clause 14.0 shall survive final acceptance or the termination of this Contract; provided that neither Party shall have any indemnity obligations pursuant to this Clause 14.0 for any claim arising out of or resulting from events or circumstances occurring after the termination of this Contract or after the expiration of the Latent Defect Liability Period; and provided further that neither Party shall have any indemnity obligation pursuant to this Clause 14.0 unless notice of any such claim for indemnity by either Party is received by the indemnifying Party prior to the date that is three (3) years after the expiration of the Latent Defect Liability Period.

15.0 CONTRACTOR'S CARE OF THE WORKS

15.1 The Contractor shall take full responsibility for the care of the Works from the Effective Date until the date of issue of the Certificate of Take-over when responsibility shall pass to the Owner/Project Manager. If the Owner's Representative issues a Certificate of Take-over for part of the Works, the Contractor shall cease to be responsible for the care of that part from the date of issue of such Certificate of Take-over when responsibility shall pass to the Owner/Project Manager.

15.2 The Contractor shall take responsibility for the care of any outstanding Work or obligations which is required to be completed/ fulfilled prior to the expiry of the Contract Period, until the Owner's Representative confirms in Writing that such outstanding Work or obligation has been completed/fulfilled.

15.3 If any loss or damage happens to the Relevant Package, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the Contract. The Contractor shall also be liable for any loss or damage to the Works caused by operations carried out by the Contractor after the date of issue of the Certificate of Take-over until the expiry of the Contract Period in so far as such loss or damage is not covered under Insurance to be taken by the Owner/Project Manager for operation of Plant.

16.0 LIMITATION OF LIABILITY

16.1 **No consequential Damages, etc.**

Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Contractor shall not be liable for any special, incidental, indirect, or consequential damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterised) arising out of or in connection with the Performance of the Work or supply of Goods unless caused by Contractor's negligence or wilful misconduct. In addition, Owner/Project Manager shall have no liability or any special, incidental, indirect or consequential Damages for any loss of business Contracts, revenues or other financial loss arising out of this Contract.

16.2 **Limitation of Liability**

16.2.1 Contractor's liability under the Contract shall be limited to

(i) with respect to delay in achieving the Guaranteed Completion Dates, the Liquidated Damages for Delay shall be ten percent (10%) of the Contract Price.

(ii) with respect to shortfall in Performance Guarantees, the Performance liquidated Damages shall be as stated irn the SCC/fechnical Specifications;

16.2.2 Not used

16.2.3 Payment of the above liquidated Damages for Delay shall not affect or prejudice in any way or manner, the Owner/Project Manager's right to terminate the Contract and also any termination of Contract shall not prejudicially affect the Owner/Project Manager's right to recover any accrued liquidated Damages for Delay or release the Contractor from any obligation for payment thereof.

16.3 **Maximum Liability**

The Contractor's aggregate liability under or arising out of or in connection with this Contract, its performance or breach shall be limited to the Contract Price. This limitation of liability shall, however, exclude:

a) Losses, damages, or claims arising out of wilful misconduct, misrepresentations, negligence, sabotage, fraudulent and/or corrupt acts of the Contractor's or any Sub-contractor's or their agents in the performance of the Contract.
b) General indemnification, specific indemnification, IP indemnification pursuant to provisions under Clause 14.0 and sub-clauses thereunder.
c) Indemnities pursuant to Clause 1.11.2 or any other indemnity provisions under the Contract.

16.4 **Exclusive Remedies**

The Owner/Project Manager's and Contractor's remedies and liabilities that are identified in this Contract shall be the sole and exclusive remedies available to the Parties in respect of matters to which they are said to relate in this Contract irrespective of any rights and remedies which might be available at common law, in tort (including negligence), by statute or otherwise.

17.0 FORCE MAJEURE

17.1 **Definition of Force Majeure**

"In this Clause," *Force Majeure"* shall mean an event or circumstance beyond the reasonable control of the Owner/Project Manager or the Contactor which could not have been foreseen, prevented or mitigated by such Party using Its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

a) Act of God;

b) An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.

c) Contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.

d) Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors.

e) National or regional industrial disputes or targeted disputes which are part of national or regional campaign, and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Contractors or Sub-contractors.

f) Operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.

g) Any epidemic/ pandemic to the extent declared as Force Majeure by respective local administrative/ statutory body to the extent directly impacting the affected parts of the Contract.

17.2 **Excused Performance**

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

a) The affected Party gives the other Party Written Notice of the occurrence of the Force Majeure Event as soon as practicable after the occurrence of the Force Majeure Event and also gives the other Party Written Notice describing in reasonable detail the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event;

b) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure.

c) No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the occurrence.

d) The affected Party shall exercise all reasonable efforts to mitigate or limit Damages to the other Party.

e) The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance;

f) When the affected Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party Written Notice to that effect and shall promptly resume performance hereunder.

17.3 Limitations

Anything in this Contract to the contrary notwithstanding.

a) Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected party (including in the case of Contractor or any Sub-contractor thereof) shall not constitute a Force Majeure Event; and

b) The affected Party shall not be relieved from obligations under this Contract to the extent that the negligence or wilful misconduct of the affected Party (or in the case of Contractor or any Sub-contractor thereof) contributes to or aggravates the Force Majeure Event.

17.4 **Effect of Force Majeure Event**

Neither the Owner/Project Manager nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event, which arises after the Effective Date. Except as otherwise provided in a Change Order, an extension of time shall be granted to Contractor only to the extent Contractor proves to Owner/Project Manager;

a) The performance of the Work or supply of Goods is actually and necessarily delayed by an event of Force Majeure and

b) The effect of such event of Force Majeure could not have been prevented or avoided or removed despite exercise of reasonable due diligence whether before, after or during the event of Force Majeure.

17.S **Payment to Contractor**

If, in consequence of Force Majeure, the Plant or any part thereof shall suffer loss or damage, the Contractor shall be entitled to claim and receive payment for the cost of Work or supply of Goods executed in accordance with the Contract, prior to the event of Force Majeure.

17.6 **Optional Termination, Payment and Release**

Irrespective of any extension oftime, ifa Force Majeure event occurs and its effect continues for a prolonged period, the Partiers may mutually agree to terminate the Contract. If the Contract is terminated under this clause no. 17.6 or under clause no. 13.1, the Owner/Project Manager shall determine the work done and pay to the Contractor.

a) The amounts payable for any Work or supply of Goods carried out for which a Price is stated in the Contract;

b) The cost of Relevant Package and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: such Plant and Materials shall become the property of (and be at the risk of) the Owner/Project Manager against payment therefore by the Owner/Project Manager, and the Contractor shall place the same at the Owner/Project Manager's disposal promptly upon receipt of request in respect thereof from the Owner/Project Manager.

18.0 CLAIMS, DISPUTES, MUTUAL SETTLEMENT & ARBITRATION

18.1 **Procedure for Claims**

18.1.1 If the Contractor or Owner/Project Manager intends to claim any additional payment under any clause of these conditions, the Party claiming shall give Notice to the other Party or as soon as possible and in any event within 30 (thirty) Days of the start of the event giving rise to the claim.

18.1.2 Within 30 (thirty) Days of such Notice, or such other time as may be agreed, the Party claiming shall send to the other Party an account, giving detailed particulars of the amount and basis of the claim along with the necessary supporting documentation. Where the event giving rise to the claim has a continuing effect, such account shall be considered as interim. The Party claiming shall then, at such intervals as the other Party may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the other Party, the Party claiming shall send a final account within 15 Days of the end of the effects resulting from the event.

18.1.3 If the Party claiming fails to comply with this clause no. 18.1.2, he shall not be entitled to any additional claim and shall be deemed to have waived the same.

18.2 **Mutual Settlement**

18.2.1 Any disputes or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

18.2.2 If any dispute or difference of any kind whatsoever shall arise between Owner/Project Manager and Contractor, arising out of the Contract for the performance of the Works whether during the progress of Works or after its completion or whether before or after termination, abandonment or breach of Contract, it shall, in the first place be referred to

and settled by Owner's Representative, who within a period of 30 (thirty) Days on request by either Party to do so, shall give written notice of his decision to the Owner/Project Manager and the Contractor.

Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the completion of the entire Works and shall forthwith be given effect to by the Owner/Project Manager and/or the Contractor, as applicable, who shall comply with all such decisions with all due diligence.

If the Owner's Representative has given written notice of his decision to the Parties and no claim to arbitration has been communicated to him by either Party within 30 (thirty) Days from receipt of such notice, the said decision shall become final and binding on the Parties.

In the event of the Owner's Representative failing to notify his decision as foresaid within 30 (thirty) Days after being requested as aforesaid, or in the event of either the Owner/Project Manager or the Contractor being dissatisfied with any such decision, as the case may be, within 30 (thirty) Days after the expiry of first mentioned period of 30 (thirty) Days, as the case may be, either Party may require that the matter in dispute be referred to arbitration as hereinafter provided.

18.2.3 All disputes or differences in respect of which the decision, if any, of the Owner's Representative has not become final or binding as aforesaid, shall be referred within the next 30 (thirty) Days, for resolution by the intervention of the Senior Management of the respective Parties within the next 30 (thirty) Days through mutual agreement.

18.3 **Arbitration**

18.3.1 If the disputes or differences under Clause 18.2.3 herein above are still not resolved, the same shall be referred for arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996, or any statutory modification or enactment thereof for the time being in force on the date of the reference to arbitration.

18.3.2 The Contractor and the Owner/Project Manager will continue to perform their respective obligations under the Contract during the Arbitration proceedings unless such performance itself relates to the dispute referred to Arbitration pursuant to this sub-clause.

18.3.3 The Arbitrator Panel shall consist of 3 (three) arbitrators, one to be appointed by the Owner/Project Manager and Contractor respectively and a third one to be appointed by the two arbitrators so appointed by the Owner/Project Manager and the Contractor and the third arbitrator shall be appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. It is to be noted that when one party appoints an Arbitrator, the other party should appoint their Arbitrator within 30 (thirty) Days. The arbitration shall be held in Mumbai and the courts in Mumbai shall have jurisdiction on any matter connected with any Arbitration under this clause no.22.3.

18.3.4 Arbitration shall be sole and exclusive remedy between the Parties regarding the dispute referred to Arbitration and any claims, counterclaims issues or accountings presented or plead to the arbitrators in connection with such dispute.

18.3.S The award rendered in any Arbitration commenced hereunder shall be final and conclusive. The award should be implemented and promptly paid.

18.3.6 The Arbitrators shall have full powers to review or revise the decisions, opinions, certifications or valuations of the Owner's Representative. The Owner/Project Manager and the Contractor hereby undertake to carry out the award without delay. The expenses of Arbitration shall be paid as may be determined by the arbitrators. They may from time to time, with the consent of the Parties, enlarge the time for making the award. In case of aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will

be lawful for the Parties to nominate another arbitrator with mutual consent of both the parties.

18.3.7 No decision of the Owner's Representative in accordance with foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to arbitrators as foresaid.

18.3.8 This clause 18.3 shall remain in full force and effect notwithstanding any lawful termination of the Contract where either Arbitration has already commenced or the liabilities between the Owner/Project Manager and the Contractor have not been fully determined.

19.0 ENFORCEMENT OF TERMS

19.1 The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract.

19.2 The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any right it may have hereunder.

20.0 REPRESENTATIONS & WARRANTIES

Each Party hereby represents and warrants to the other Party that:

20.1 **Organization, Power and Authority.**

It is duly organized and validly existing under the laws of its jurisdiction of incorporation and is qualified to do business in India/ any other country as specified in SCC, and in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary, and has all requisite legal power and authority to carry on its business and to execute this Contract and to perform the terms, conditions and provisions hereof.

20.2 **Authorization.**

The execution, delivery and performance by such Party of this Contract have been duly authorized by all requisite corporate action.

20.3 **Enforceability.**

This Contract constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with the terms hereof.

20.4 **No Conflict.**

Neither the execution nor delivery nor performance by such Party of this Contract, nor the consummation of the transactions contemplated hereby, will result in a violation of, or a conflict with, any provision of the organizational documents of such Party; a contravention or breach of, or a default under, any term or provision of any indenture, contract, agreement or instrument to which such Party is a party or by which such Party or its property may be bound, or a violation by such Party of any Law.

20.S **No Violation of Law.**

It is not in violation of any Law, which violations, individually or in the aggregate, could reasonably be expected to have an adverse effect on it or its performance of any obligations hereunder.

20.6 **Litigation.**

There is no action, suit or proceeding now pending or (to its best knowledge) threatened against it (or any Sub-contractor, in the case of the Contractor) before any court or administrative body or arbitral tribunal that could reasonably be expected to adversely affect the ability of such Party (or any Sub-contractor, in the case of the Contractor) to perform its obligations hereunder (or under any Sub-contract) other than those notified to the Project Company in writing by the Contractor.

20.7 **Contractor's Representations** and **Warranties.**

The Contractor represents and warrants that:

20.7.1 It has or will be the holder of all Permits required to allow it to operate or conduct its business as contemplated hereby;

20.7.2 It has thoroughly examined this Contract, the Technical Specifications and all applicable Laws and has become familiar with their terms;

20.7.3 It has, and its Sub-contractors have, full experience and proper qualifications to manufacture Equipment and perform the Work and to construct the Relevant Package under the Contract.

20.7.4 It has ascertained the nature and location of all Work to be performed at the Site, the character and accessibility of the Site and its surrounding areas, availability of lay-down areas for Equipment and tools, the existence of obstacles to construction (including any reasonably identifiable underground obstacles, if any, referred to in this Contract), the availability of facilities and utilities, the location and character of existing or adjacent work or structures, the conditions of roads, waterways and railroads in the vicinity of the Site and in the relevant State in India, including the conditions affecting shipping and transportation (such as the limitations of bridges and tunnels), access, disposal, handling and storage of materials, the surface conditions and other general and local conditions, including labour, safety, weather, environmental conditions, geological conditions, if any, noted in this Contract, water supply, water quality, waste water capacity of existing municipal systems and all other matters that might affect its performance of the Work or its costs or the construction of the Relevant Package

20.7.5 All services provided and procedures followed by the Contractor hereunder to engineer, design, procure, construct, commission, start-up and test all the Equipment and other items in the Relevant Package shall be done in a workman-like manner and in accordance with:

a) Prudent Utility Practices, Engineering Standards and the Design Specifications;

b) All applicable requirements of all applicable Laws;

c) All requirements of this Contract; and

d) All instructions of Vendors and manufacturers of Equipment, including instructions relating to storage, erection and testing;

e) Requirements of the latest Gazette of India - CEA Notification Sr. No.211 dated 20th August 2010: - "Technical standards for construction of electrical plants and electric lines;

f) International safety standards & codes for engineering/ design;

g) Relevant sustainability standards & codes.

20.7.6 It is familiar with all necessary facilities for delivering, handling and storing all Equipment and other parts of the Work

20.7.7 It is familiar with all labour conditions and agreements relating to the performance of the **Work;**

20.7.8 It will design the Equipment and Work for Relevant Package so that the useful life thereof may reasonably be expected to 30 (thirty) years;

20.7.9 The Contractor has no reason to believe that any Contractor Permits will not be readily obtainable by the Contractor in the ordinary course of business upon due application thereof;

20.7.10 It has satisfied itself as to the means of communication with and access to and through the Site and accommodations it may require and the precautions and times and methods of working necessary to prevent any Contractor Person from creating any nuisance or interference, whether public or private, which might give rise to any law-and-order problems within or outside the Site.

21.0 SUPPLIER CODE OF CONDUCT:

21.1 Tata Power follows the Tata Code of Conduct (TCoC), Whistle blower Policy and Anti-Bribery & Anti-Corruption Policy and expect all its Contractors / Suppliers including all their employees, agents and other representatives to adhere to the same principles. These policies are available on the following URLs:

Tata Code of Conduct (TCoC): https://www.tatapower.com/pdf/aboutusJata-Code-of-Conduct.P.Qf

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 Contractors/ Suppliers are expected to adhere to the following Do's and Don'ts:

Do's

The Contractor/ Supplier shall:

1. 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. shall represent the 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. ensure gifts and hospitality given or received should be modest in value and appropriate as per Company Policy.

8. ensure 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. ensure all actual or potential conflicts due to financial or any other relationship with a Tata Power employee shall be disclosed.

Don'ts

1. The Contractor/ 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 Contractor/ Supplier 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 Contractor/Supplier shall notify the Owner/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	tataQower@tiq -offs.in
Website & Chatbot	www.tataQower.tiQ-offs.in
Postal address	ttn to: Mr. Puneet Arora, Deloitte Touch Tohmatsu India LLP, 6 floor, AIPL Business, Sector 62, Gurugram, Haryana 122102

21.2 If the Contractor/Supplier, or any of its Sub-contractors, agents or servants gives or offers to give or promises to give to any Person any bribe, gift, gratuity or commission as an inducement or reward:

a) For doing or forbearing to do any action in relation to the Contract, or

b) For showing favour or disfavour to any Person in relation to the Contract

or found violating any of the principles of the Supplier Code of Conduct as enumerated above, then the Owner/Project Manager may, after having given 15 (fifteen) Days' Notice to the Contractor, terminate the Contractor's employment under this Contract and also expel him from the Site. The effects of termination contained in clause 13.2 shall apply mutatis mutandis to the termination under this clause including recovery of any loss or damage to the Owner/Project Manager resulting from any such action of giving/ offering bribe from final settlement. In addition, it will also be subjected to any criminal liability under Applicable Law.

22.0 MISCELLANEOUS

22.1 **Non-Waiver**

Neither Party shall be deemed to have waived any right under this Contract unless such Party shall have delivered to the other Party a written waiver signed by such waiving Party.

No failure or successive failure by either Party to enforce any covenant or agreement, and no waiver or successive waivers by either party of any condition of this Contract, shall operate as a discharge of such covenant, agreement or condition, or render the same invalid, or impair such Party's right to enforce the same in the event of any subsequent breach thereof by the other Party.

22.2 **Severability**

If any of the terms, covenants or conditions hereof or the application of any such term, covenant or condition shall be held invalid or unenforceable as to either Party or as to any circumstance by any court or arbitrator having jurisdiction, the remainder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and effect and shall continue to be valid and enforceable in any other jurisdiction. In such event, the Parties shall negotiate in good faith to substitute a term, covenant or condition in this Contract to replace the one held invalid or unenforceable by a mutually agreed amendment to this Contract with a view toward achieving a valid and enforceable legal and economic effect as similar as is then reasonably possible to that originally provided for in this Contract.

22.3 **Survival of Provisions**

In order that the Parties may fully exercise their rights and perform their obligations hereunder arising from the performance of the Work, such provisions of this Contract that are required to ensure such exercise or performance shall survive the termination of this Contract for any cause whatsoever.

22.4 **Entire Agreement**

This Contract constitutes the entire agreement and contains all of the understandings and agreements of whatsoever kind and nature existing between the Parties, and supersedes, to the extent permitted by Indian law, all prior written or oral agreements, commitments, representations, communications and understandings between the Parties.

22.5 Amendment

No amendment, waiver or consent relating to this Contract shall be effective unless it is in writing and signed by the Parties.

22.6 **Successors and Assigns**

All of the terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Contract is for the sole benefit of the Parties, and to the extent provided herein, the Indemnitees, and is not for the benefit of any other Person.

22.7 **Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all such counterparts shall together constitute one and the same contract.

22.8 **No Benefit to Third Parties**

For the avoidance of doubt, this Contract is not intended to confer any legally enforceable rights on any Person other than the Parties, their successors in title and their permitted assignees, whether pursuant to the Contracts (Right ofThird Parties) Act 1999 or otherwise.

25.9 **Certification**

The Contractor should be SA (8000 or equivalent), ISO 14001and OHSAS-18001 certified. In the event Contractor does not have the certification, then the Contractor shall immediately apply for and obtain these accreditations before the commencement of Site Works. Owner shall not permit any work at Site unless Contractor presents bonafide evidence towards

obtaining these certifications. Time/cost extension shall not be allowed for any delay in Project Schedule due to Contractor's failure in timely obtaining of these accreditations. Contractor must also certify that the handling, use and disposal of the product shall be consistent with sound environment management.

23.0 Sustainability

The Contractor shall abide to the Owner/ Project Manager's Corporate Environment Policy, Responsible Supply Chain Management Policy Supplier Code of Conduct and Corporate ESG Framework (enclosed with the tender document).

The Contractor should strive towards Conservation of Energy, Water, Resources and optimize transportation of Men & Materials to minimize environmental impact and reduce carbon footprint.

The Contractor should carry out the assessment of materials used for construction, operation & maintenance, consumables and accordingly phase out those materials which are environmentally hazardous.

The Contractor organization should be SA 8000, ISO 14001 and SA 8000 and OHSAS-18001 certified. If not, the Contractor shall certify that the handling, use and disposal of your product consider practices consistent with sound environment management.

The Contractor shall commit to the human rights principle of no child labour, no forced labour, non-discrimination on the basis of caste, colour, religion, gender, disability and any other factor unrelated to the requirements of the job.

The Contractor shall commit to equal pay for equal value of work, especially for women.

The Contractor shall also carry out assessment of their Sub-contractors on their sustainability readiness so that they comply with the above-mentioned standards.

24.0 Total Compliance to TCOC, SHE and Contractor Safety Terms & Conditions

The Contractor shall abide by and comply in totality with the latest versions of Owner / Project Manager's Safety, Health & Environment policies, Contractor Safety Terms & Conditions, Sustainability and TCOC manuals/ documents as enclosed with the tender or as amended by Owner from time to time.

25.0 Novation

Owner shall have the right to novate the Contract at its sole discretion to any Tata Group Companies including associates and subsidiaries thereof if the situation so warrants. The Contractor shall have no objection and will fully extend co-operation for such Novation of the Contract to any Tata Group Companies including associates and subsidiaries thereof.

26.0 Changes In Constitution

Where the Contractor is a partnership firm, a prior approval in Writing of the Owner/ Project Manager shall be obtained before any change is made in the constitution of the firm and where the Contractor is an incorporated entity, a prior approval in Writing of the Owner/ Project Manager should be obtained before any change in Control of the Contractor. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where-under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor.

27.0 Prohibition on Publicity

The Contractor shall not advertise or promote itself using the name, description of the Owner/ Project Manager without the prior written consent if the Owner/ Project Manager in the case of each use.

The Contractor shall not issue or make any public announcement or disclose any information regarding this Contract unless prior to such public announcement or disclosure it furnishes to the Owner / Project Manager with a copy of such announcement or information and obtains written approval to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable Law or the regulations of a recognized stock exchange.

28.0 Declaration by Contractor

All articles, Clauses, Conditions, Manuals, instructions cross referred in this GCC are fully read, understood by the Contractor in their entirety for fruitful implementation.

Appendix 2:

Safety Terms and Conditions

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

Corporate Safety Team.

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General Safety Conditions for various contracts Specific to Odisha Discom			
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1.0 Objective:

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

2.0 Scope:

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

3.0 Safety Organization & Responsibilities

3.1 Business Associate Site Management and Supervision

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

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

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

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

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

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

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

Responsibility of Site manager includes, but not limited to:

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

3.2 Business Associate Supervisors and General Staff.

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

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

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

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

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

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

3.3.1 SSS will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs. They will identify and help in correcting the unsafe acts and unsafe conditions created while executing job t site with the help of BA's supervisors (R6).

3.3.2 SSS will ensure his participations in TBT and Mass Meetings regularly. They will also ensure reporting of all incidents & near-misses and participate in incident investigation (R6).

3.3.3 SSS will help in risk assessment of activities while developing SOP for the job (R6).

3.3.4 SSS will deeply involve in making JSA through participation of work force.(R6)

3.3.5 SSS will assist for participation & engagement of 100% BA employees daily in either observation reporting, TBT, Mass Meeting and discussion for Risk Assessment & implementation of control measure.(R6)

3.4 Business Associate Workforce

3.4.1 Business Associate shall provide adequate quality and quantity of manpower as mutually agreed. Generally, for each 10-15 workforce one supervisor is suggested. *For all high risk jobs there shall be one Business Associates supervisor shall be deployed.(R6).*

3.4.2 All the Business Associate employees shall attend "SHE L0(Other than new business and Odisha Discom)/L1 Foundation Course in Safety". Depending on the critical procedure in job employees shall also be required to attend "SHE L2 course of critical/high risk operations". All Supervisors shall be required to attend "SHE L3 Supervisory Training". All the above trainings will be conducted by TPSDI/Skill development

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

3.4.3 Business Associate employees shall be required to attend any other additional training if suggested by Order manager or Site Safety Head. The cost of such additional training shall be borne by the Vendor.

3.4.4 Business Associate / Vendor shall mobilize their manpower well in advance to complete the training through TPSDI/Sill development Institute.

3.4.5 The Vendor / BA shall arrange or bear the conveyance and food expenses incurred during training of BA employees in Odisha Discom.

3.4.6 The validity of the training L1, L2 and L3 is 3 years. There will be competency assessment as Revalidation test in every three months for Tata Power Division and six months for Odisha Discom till one year from implementation of BASCC. Those who fail in the competency assessment shall undergo training again.

3.4.7 Supervisors/Welder/Electricians/Line man /Fitters /Radiographers/ Riggers engaged by the Business Associate shall have valid competency certificates issued by authorized agency/Institute.

3.4.8 Business Associate workforce must make safety a part of their job by following safety rules and regulations and by using all safeguards and safety equipment. They must take an active part in the Safety programs for the Site.

3.4.9 Every member of the workforce is expected to report for work without influence of any Drug/Alcohol. Failure to comply with this requirement shall result in immediate termination of employees under the influence of drug and alcohol plus show cause notice/penalty to the vendor.

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

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

3.5 Business Associate (Vendor) /sub-Vendor

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

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

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3.5.3 For engaging any sub-Vendor, the Prime Vendor as well as the sub-Vendor should be individually registered with Tata Power. Sub-contracting or hiring of others, by the BA to perform the services is subjected to specific, prior approval by the CA/OM. Such approval shall depend upon compliance with the following minimum requirements (R6)-

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

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

I. Sub - Vendor working with his own supervision:- Sub-vendors must achieve a minimum Star-rating of 3 for performing High risk jobs under Tata Power supervision or under the Principal/Main Vendor (Prime Vendor).(R6)

II. Sub-vendor working under Prime vendor's supervision (as supplier of manpower):- Manpower-supply contracts have to be supervised by the Prime vendor and the Prime vendor's Star- rating has to be taken into consideration. Vendors supplying manpower need not qualify in the Star-rating assessment.(R6)

III. 3. Only one level of sub-contracting is allowed, and the use of any sub-vendors must be authorised by Tata Power before any contract is finalised. Sub-vendors shall be subject to the same registration and selection/screening processes, as well as the same Safety performance requirements as those required of all Tata Power vendor's. Sub- vendor details are to be attached to the main contract during the RFQ stage. The process of sub-contracting is to be approved by the Chief / Head of the department (BASCC - Appendix#14).(R6)

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4.0 Procedure (R6).

4.1 Registration of Business Associates (Vendors):

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

1) ***CSM F2 Safety Terms and Conditions (R6):*** The document **CSM F2 Safety Terms and Conditions** provides the information about Tata Power-Division /Odisha Discom safety System to the Business Associate
2) **CSM F3 Safety Category Qualification Form*(R6)*:**: Business Associate will submit the **CSM F3 Safety Category Qualification Form** with all relevant details and documents to Vendor Registration Initiator, which will in turn forward it to Safety Concurrence Group (SCG) for evaluation.

CSM F3 *(R6)*: - Safety Category Qualification form

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

Safety Category Qualification Form

Please consider my application for

Category A Vendor: Vendor eligible to carry out Very High- and High-risk O&M/Project jobs

Category B Vendor: Vendors eligible to carry out technical jobs, classified as Medium /~~low~~ risk

Category C Vendor: Vendors eligible for to carry out low or very low risk administrative and office job

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

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

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Name of the Vendor:

	(ISO certificates to be issued from reputed accreditation agencies specified by Tata Power)		
2	Safety Statistics for current and Last Three (3) Years - LTIFR - LTISR	Yes/No	

	Current Year	Year 1(Last FY)	Year 2	Year 3
LTIFR				
LTISR				

3	Any Compensation paid due to accidents during current and last three years?	Yes/No	

	Amount (INR)	Manhour
Current Year		
Y1 (Last FY)		
Y2		
Y3		

4	Any prosecution against you by statutory bodies/clients during last three years due to statutory violations, criminal negligence towards safety and dereliction of duty of care towards your employees? Is any case still pending against you?	Yes/No	If yes, give details. If no, give an undertaking that no case is pending against you and you have not been prosecuted by statutory bodies or clients.
5	Do you have Safety Policy? Safety Principles? And Lifesaving Rules?	Yes/No	If yes, attach copy of the documents available.

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

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Name of the Vendor:			
14	Name and address of sites where work is in progress or worked earlier	Yes/No	Site details to be attached for inspection by Tata Power-Division /DISCOM Officials.

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

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

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

Signature :

Name and Designation :

Stamp of Organization :

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

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

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

1) **Category A**- Vendors eligible to carry out High risk Jobs
2) **Category B**- Vendors eligible to carry out technical jobs that are Medium/~~low~~ risk
3) **Category C**- Vendors eligible to carry out administrative and office jobs
4) **Category D**- Outsourced Jobs / Consultants /Medical Practitioners / Suppliers etc

For vendors to be registered under **Category A/B**, a safety potential evaluation will be carried out based on following parameters. (Actual **score is safety capability score)**

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

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Sr No	Description	Weight age (%)	Actual Score
1	Does the service provider have a valid 45001 Certification?	10	
2	*Performance Measure: Lead Indicator* *(Ref to Safety Performance evaluation report CSM F11 (A) Lead indicator score)(R6)*	*40*	
3	*Performance Measure: Lag Indicator* *(Ref to Safety Performance evaluation report CSM F11 (B) Lag indicator score)(R6)*	*20*	
4	Has there been any prosecution / conviction for any Contravention regarding safety and Health provision under the factories Act/Electricity Act / BOCW Act and Rules framed there under? If yes Give Zero otherwise 5 Marks.	5	
5	Check the Safety orientation & training process of Service provider- Records of Safety training provided to safety officer/supervisor /workmen during last 1 year as percentage (%) of total employed by service provider ✓ **Safety Officer:** >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero. ✓ **Safety supervisor**: >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero. ✓ **Workmen:** >80% of employees: 10 Marks, 50 to 79% of employee: 5 Marks and <50%: Zero	20	
6	Check the organizational structure for safety professionals & engineers / supervisors. ✓ Check Availability of number of Safety Supervisor from government recognized institute as per workforce strength. 1 in 50 employees than 5 Marks *otherwise Zero.* (R6)	5	
	Total	100	

Evaluation Criteria for Category C

Sr no	Description	Weight age (%)	Actual Score
1	Does the Business Associate have a valid ISO 9001 certification?	40	
2	Check the Safety statistics of Service provider (If available than 10 otherwise Zero)	10	
3	Check the trend LTIFR/LTISR for last 3 years (If less than 0.2 than give 20 Marks if between 0.2 to 0.3 than give 10 marks and otherwise Zero	20	

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4	Has there been any prosecution / conviction for any Contravention regarding safety and Health provision under the factories Act/Electricity Act / BOCW Act and Rules framed there under? If yes Give Zero otherwise 10 Marks.	10	
5	Check the Safety orientation & training process of Service provider- Records of Safety training provided to safety officer/supervisor /workmen during last 1 year as percentage (%) of total employed by service provider ✓ **Safety Officer:** >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero. ✓ **Safety supervisor**: >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero. **Workmen:** >80% of employees: 10 Marks, 50 to 79% of employee: 5 Marks and <50%: Zero	20	
	Total	100	

Evaluation Criteria for Category D

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

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

4.1.1 ***Star Rating(R6):***

SCG will evaluate Star Rating as per following -

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

****Star Rating will be evaluated by Third Party from FY 26****

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4.2 Contract Preparation(R6).

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

1) **CSM F6 Safety Competency Assessment Form**
2) **CSM F8 PPE requirements**
3) **CSM F9 Site Safety Management Plan Job Specific Safety Requirement (Educational and Professional Qualification, Skill & Experience Manpower, Tools, and Tackles, e.g., man lifter, use of drone, use & availability of rescue kit, Work Methodology etc.)**

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

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

CSM F6 - Safety Competency Assessment Form (Template)

Name of the Vendor/Bidder:
Name of the Sub Vendor (If job is given to Sub Vendor):
Description of the Job:
Request for Quotation (RFQ) No.:

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

1. Proposed Manpower Deployment Schedule : -

Type of manpower	Qualification	Experience	Month 1	Month 2	Month 3	……
Project /*AMC Manager( )*						
Site In Charge						
Safety Manager						
Safety Officer						
Supervisors						
Technicians						

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High Skilled workmen						
Skilled workmen						
Semiskilled workmen						
Lineman						
Helpers						
Drivers						
Unskilled						
Others( )						

Instruction to Bidders:

i. Indicate the overall site manpower deployment schedule as above
ii. Indicate direct or subcontracted employees by using color code given below:
Direct Bidder Employee – Green
Partly Direct / partly Subcontracted – Yellow

4.1.1 **Subcontracted – Red** If subBusiness Associate detail is not available at stage of Bid evaluation, then this can be agreed with Order manager or Engineer in charge before deployment Ensure that all sub-Business Associate s follow the Tata Power Safety Procedure and agreed CSM F9 Site Safety Management Plan**.**

iii. Against each category, indicate minimum educational qualification and work experience
iv. Add rows to include other specialized manpower, if any.
v. Extend columns to cover the entire duration of the proposed contract.
vi. If the operation is in shifts, then indicate shift in charge and / or safety officers required for each shift operation.

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

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

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

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3. Safety Records:

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

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

In case of no fatalities, LWDC during any year, the form may be filled stating NIL against the respective year. Bidders are encouraged to also submit the RCA / incident investigation reports and the learning's implemented out of the above reported incidents

4. Job Safety Plan/ Method Statement:

Bidder to provide / enclose a detailed Site/Job Safety Plan along with a Method statement detailing the execution philosophy (how the bidder intends to execute the Job/Project), identifying all key activities which are required to be performed by the Business Associate at Site. Bidder to also list down all high-risk activities and provide the Hazard Identification and Risk Assessment (HIRA) for all such high-risk activities involved in the site work.

(Use Method Statement template attached as Appendix 9)

5. PPE Requirement -

Division/DISCOM Requirement	Bidders Response
The Bidder/Vendor shall ensure that all PPE of Approved standards as per CSM F8 – PPE Requirements shall be always available and shall be used by his employees with no exception whatsoever. Bidders to also ensure Standard PPE matrix of Tata Power to be followed for all activities.	
10% Buffer stock of PPEs to be provided by bidders at each circle to meet any contingency	
Bidder will ensure that sample PPEs to be submitted/approved by Safety Department along with EIC at the time of submission of Safety bids for evaluation	

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In case bidder manpower found using substandard or any PPEs which are not approved by the Tata Power-Division /DISCOM representative, then Tata Power-Division /DISCOM will provide the same to manpower deployed at the cost of bidders.	

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

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

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

Sl No	Crane No	Location	Year

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

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

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

10. **Management System Certification: -**

Sr.No	Certification	Yes / No	If Yes, Year of Certification	If No, Target date for Certification
1	ISO 9001			
2	ISO 14001			
3	ISO 45001			
4	Any other (Specify….)			
Note: Please attach certificates to support above. In case not accredited for above but applied for, application letters may be attached.				

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

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

Safety Bid Evaluation will be based on following parameters.

Evaluation Criteria

S. No.	Description	Max Marks	Criteria for evaluation
1.	Qualification and Experience of manpower	15	As per Clause No. 1 ***CSM F6 (R6)***
2.	Tools and Tackles to be provided by bidder	15	To be evaluated as per approved tool list of concerned departments.
3	PPE Requirements	5	To be evaluated as per approved PPEs standard and PPE Matrix specified in ***CSM F8.(R6)***

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4	Job Safety Plan/ Method	15	To be evaluated as per as per SOP/WI/HIRA
5	Vehicle Deployment	5	***Weightage will be given for CNG/Electrical Vehicles with endorsement of CNG kit on RC (R6)***
6	Crane and Mechanized heavy equipment Deployment	15	***Date of manufacturing or running hours or stipulated in laws.(R6)***
7	Training Records	5	Training records to be evaluated with evidence and scoring to be done as per availability of records
8	Certificate Accreditation	5	ISO 9001-2.5 Marks ISO 45001- 2.5 Marks ISO14001- 2.5 Marks. Total Max 5 Marks for all Three
9	Safety Initiative for learnings implemented in accidents in organization and work force (Fatal / Non-Fatal)	15	Maximum 15 marks will be awarded for visible evidence in terms of safety initiative deployed based on learning of accident in organization and workforce in case of accident
10	Rewards and Recognition Process	5	Maximum 5 marks will be awarded for R&R process evidence
Total		**100**	
Safety Records (Lag Parameter)-			
1.	Fatal Accident	(-) 10 Marks for each case with max of 15 marks	For any fatality in Tata power /Other company in Current and last three years 10 marks will be deducted with maximum up to 15 marks. For new entrant BA, these marks will be deducted for Past safety records. If and BA found hiding such facts, then contract will be terminated immediately during the execution stage.
2	LWDC (Non-fatal)	(-) 5 Marks for each case with max of 10 marks	For each LWDC (Non-Fatal) case in Tata power /Other company in Current and last years, 5 marks will be deducted with maximum up to 10 marks. For new entrant BA, these marks will be deducted for past safety records. If and BA found hiding such facts, then contract will be terminated immediately during the execution stage.

Final Qualifying Criteria

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

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		Minimum Requirement	Weig ht age (%)	Score Obtained
Manpower	**Safety Officer (1 per 500 workers) or as per requirement**	**Qualification -** Safety Officer shall possess recognized degree in any branch of engineering with practical experience in similar industries of Min 2 years and Advance Diploma In Industrial Safety by State technical board. (Each state government prescribes the qualification of safety officer.). Require knowledge of Local language. **Experience**- Minimum 2-year experience in relevant field as mentioned in the job in PR.	5	
	Safety Supervisor (1 per work site up to max. 50 workers) ***(For any specific & specialized work, site safety supervisor will be decided by SCG)(R6)***	**Qualification-** Supervisor shall possess ITI/ Diploma in relevant field. PDIS is desirable, but not mandatory. Require knowledge of Local language. **Experience**- Minimum 5-year experience in relevant field as mentioned in the job in PR. **Training** – Trained and certified by Tata power Skill development Institute or equivalent institute in relevant safety procedures. **Note:** On request of the Business Associate /Users -TPDSI should vet & certify the skilled & experienced Technician if Technical Qualification is not adequate.	5	
	Qualified Technician (Skilled workers as electrician, rigger, fitter, welder, cable	**Experience**- Minimum 2-year experience (or experience prescribed by state government) in relevant field as mentioned in the job in PR.	5	

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	jointer, line men etc.)	**Training** – Trained and certified by TPSDI or equivalent institute in relevant safety procedures.		
Tools & Tackles	Equipment / Machines/ Tools & Tackles (lifting and shifting tools)	The list of Equipment /Machines / Tools and tackles to be used for job to be submitted by the Business Associate . Evaluation of the list will be carried out based on 1) Suitability as per the relevant job 2) Make and age of the tools from authorized agencies defined by the user. 3) Certification by the competent authority of respective state.	15	

CSM F8 - PPE requirements

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

PPE Requirement

1	All Business Associate 's employees at site	Safety Florescent Jacket (orange color), Safety helmet & safety shoes with composite or steel toe cap
2	Workers mixing asphalt, cement, lime / concrete	Safety goggle & protective Hand gloves and footwear, Nose mask.
3	Welders / Grinders/Gas cutters	Welding screen/goggles, safety shoes, leather hand gloves, aprons, leg guard
4	Stone breaker	Protective goggle, hearing protection, anti-vibration hand gloves and Protective clothing.
5	Electricians / Linemen	Rubber hand gloves *with correct voltage rating and expiry date normally one year*

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		from Manufacturing date-( ) & Electrical resistant shoes, Safety helmet with induction strip to alert about presence of voltage for those linemen who climb the poles or work on electrical equipment
6	Workers working at a height of 1.8 Meter or above.	Double lanyard full body harness, fall arrestor and safety net made of reinforced nylon fiber ropes firmly supported with steel structures, Work positioning attachment

PPE Type and Testing Frequency

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

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08	Shorting clamps, crocodile clamps, Discharge Rod and Neon tester		Monthly and visual check everyday	For discharging the residual voltage and test before touch

Pictorial View of PPEs for reference purpose

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment for Nonelectrical work and electrical work	IS:2925-1984/ EN 397/2012	
03	Full body harness (Safety belt) The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	

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04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fireproof jacket for chest protection		
08	Reflective jacket to each workman	As per Tata Power standard	

These pictures are indicative. Actual product may vary.

Note:

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

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CSM F9 - Site Safety Management Plan / Method Statement

Site Safety Plan / Method Statement (Template)

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

Project/Job Name		
Scope of work: -		
Drawing References: -		
Detail of Sub Business Associate s involved: -		
Method Statement Prepared By: - Designation: - (e.g., Site Manager)	Signature	Date

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

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

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

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

6.0 Working/Activity Description: - *It is important that all operatives should have clear idea of those operational sequences and responsible supervisor must verify their competency prior to their engagement in operation.*

6.1 Pre-Working Checks

6.2 Resources (Equipment, tools including manpower) Details *i.e., Equipment and Tools, specific operational equipment, test kits, lifting resources, Details of materials to be used in operation, including any reference to COSHH assessments in case of use of any chemicals, Details of the manpower allocated to the task, e.g., titles, qualifications, competences, direct manpower, Business Associate s. Details of plant, tools, and equipment to be used for the work, including*

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the availability of relevant statutory documents, checks or inspections etc. Details of fencing, barriers, cones, chains, dangers notices, warning signs etc.

Tools required for work:

Sr.No	Tools /Equipment /Machine	UOM	Required Qty.	Remark
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

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

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

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

Attachment: - Specific Risk Assessment

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

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

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

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

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

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

10.0 First Aid facilities and Nearby Hospitals Details

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

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

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

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

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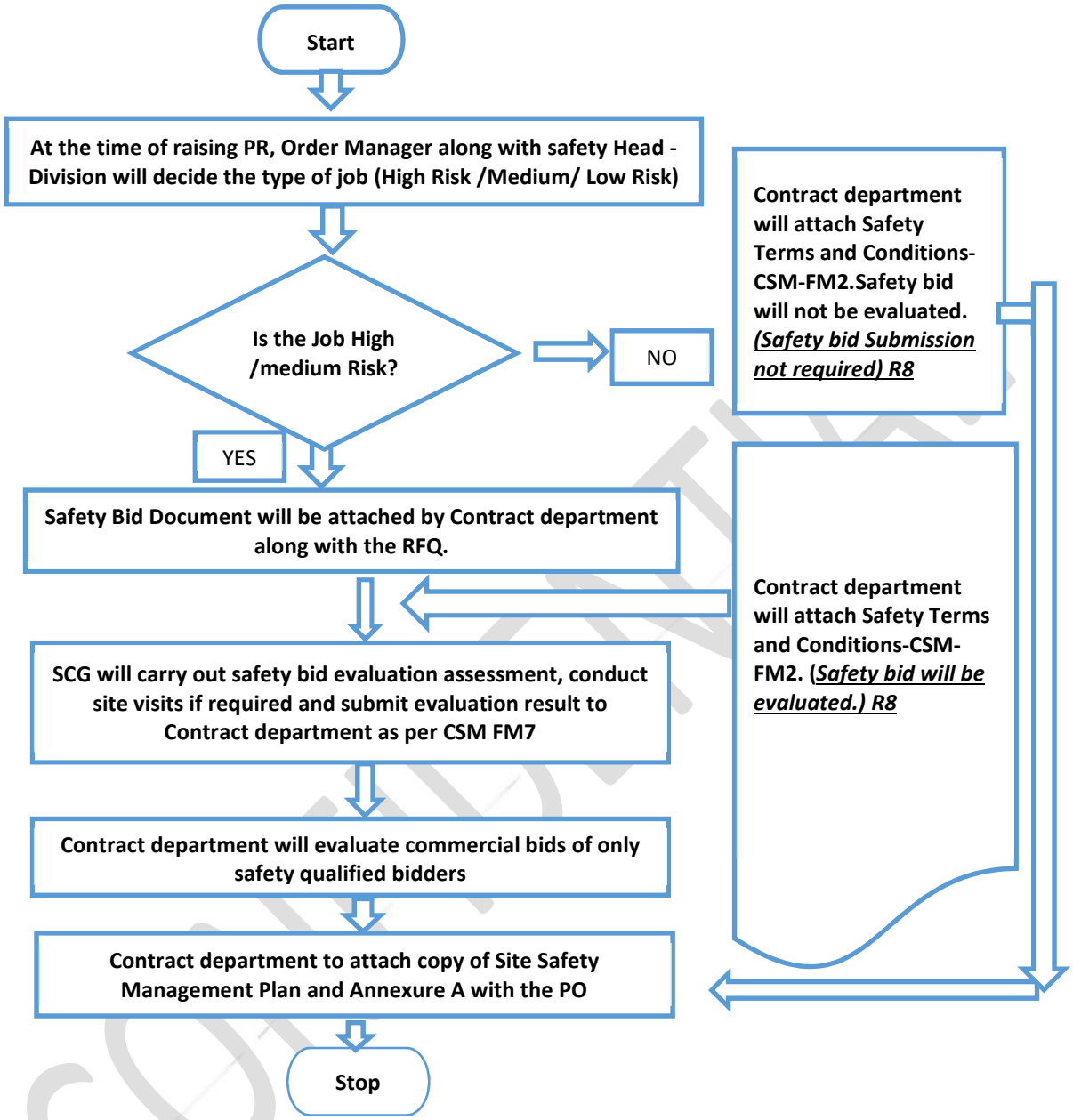

4.4 Capability Building: Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and documented as specified by Tata Power and Indian Regulations. Tata Power Division /Discoms Safety department will audit Business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

4.4.1 Before issuing gate pass:

***For Odisha Discom/New Business*:** All Tata Power Business Associate and sub Business Associate workforce is required to attend Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry. This Safety

Orientation Course will be for duration of minimum half day. The information provided during the orientation will include, but is not limited to Job rules, personal safety, and conduct, Hazard's reporting, reporting of injuries, Emergency procedures, Safety Activities and Program including disciplinary measure and incentives, Critical safety procedure relevant to the job

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

4.4.2 Before start of actual work:

- Appropriate practical training such as SHE L1, L2& L3 is given to ensure that a jobholder, either supervisor or worker, is competent to do his/her job safely. The skill training is provided through TPSDI, and other agencies authorized by Tata Power on the list of 15 critical Safety procedures mentioned under safety procedures. Duration of course is as specified by Division/Discom
- Business Associate shall ensure that concerned workmen are provided with adequate training before he/she is allowed to execute the work. An evaluation test will be conducted after the completion of the training. Those employees who meet the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen have to reappear for assessment.
- If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3-month time failing which he/she will not be allowed to work in the Division /Discoms.
- After expiry of Certificate or Training /Competency Card again one day recertification of L1, L2 and L3 skill training will be provided.
- Quarterly /Half yearly(For Odisha and New business) Revalidation Test - "SHE L1 Revalidation test" will be conducted for the Business Associate 's employees to revalidate their safety awareness and knowledge.
- Order Manager and Safety In charge of the Division/Site /Plant will conduct a Competency Assessment of all workforces, going to be deployed at site / plant for high-Risk job.
- The Contactor shall bear the conveyance and food expenses of his staff for attending training sessions and capability building sessions in new business-like Odisha Discom.
- The Contactor shall bear the entire cost of L1/L2/L3, the costs towards training, salaries/wages, boarding and lodging of his staff for attending training sessions and capability building sessions. These trainings are offered on nominal chargeable basis payable by Business Associate and rates shall be decided by TPSDI from time to time in case of training trough TPSDI. Generally, L0 is of one day, L1 is for 2 days for each critical procedure and L3 is for one day. Around Rs 700+GST is approx. cost /Day/Candidate.
- Competency assessment of all critical workforce to be carried out for all who has taken L2 training.

4.4.3 Recognition to the Prior Learning in Safety

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

4.5 Managing Work:

Order Manger shall -

1) Comprehensively assess and ensure field Safety implementation against Contract requirements and the Safety Management Plan.
2) Maintain a follow up process that drives continuous improvement in Safety practices and avoids repetition of common errors.
3) Order Manager and BA should aim at optimizing Safety performance of the Contract by working in a collaborative manner during the execution of the work. This can be achieved by:
   - Ensure that potential safety hazards are identified and controlled before any contracted work starts. Hazard identification should be conducted using multi-disciplinary teams which includes members from competent safety professional/execution team/competent BA supervisor & workforce to understand and identify project-specific safety hazards.
   - Monthly inspection and replacement of damaged Personal Protective equipment -PPE & Critical Equipment, lifting Tools & Tackles and hand tools used at site.
   - **PTW** - PTW procedure must be adhere and implement at site.
   - Reviewing the Safety Management Plan (**CSM F9– Site Safety Management Plan)** before each stage of work begins.
   - **TBT & Mass Meeting**: Every day Tool box talks to be conducted based on JSA/SOP with maximum participation of BA Workforce & Safety points to be shared by BA employee & line manager and 100% participation of BA employee & workmen in to mass meeting/communication.
   - **BA Self safety audit:** BA Safety Supervisor will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs. They will identify and help in correcting the unsafe acts and unsafe conditions created while executing job at site with the help of BA's supervisors.

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- All respective **Critical safety Rules & Procedures and General safety Rules & Procedures** to be use and implement at site during job.

- **"Suraksha Samwad"** also known as Safety Interaction is a proactive safety initiative. In this program, leadership engages with BA workmen and employees in a scheduled 30-minute session to discuss and observe safety practices in the workplace.

- **Reporting safety observations by BA employee:** This involves the active participation of the workforce in identifying and reporting safety observations, which can help prevent accidents and improve safety performance.

- **Felt Leadership for Business Associates Proprietor /Co-ordinators**: This program aims to develop leadership skills within the Business Associates Proprietor/Co-ordinators. It encourages individuals to take ownership of their work and fosters a culture of responsibility and accountability.

- **Behavior based safety program (Jivan Ki Aur):** It aims to create regular awareness among all ground staff. It seeks to sensitize them, establish relationships, foster teamwork, enhance communication, motivate and empower everyone, promote good health, and enable a happy and safe life. The program will cover various activities such as morning meetings, home visits, personal meetings, group meetings, short training sessions, games, and other forms of engagement.

4.6 Periodic Evaluation:

1. During the time of job execution, regular site inspection will be carried out by the Tata Power-Division /DISCOM officials ***mainly Line manager (R6)*** to evaluate monthly safety performance of the Business Associate as per ***CSM F11 Safety Performance Evaluation Report (R6)*** and monthly score will be maintained by the Order Manager. Violations will be dealt as per **CSM F12 Safety Violation Penalty Criteria**. Please refer **CSM F10 Process Flow Chart for Safety Performance Evaluation**. Percentage of retention amount is usually mentioned in safety terms and conditions.
2. The evaluation criteria include Lead Indicators such as percentage of workers trained in TPSDI, inspection of critical equipment. Lag indicators such as Fatalities, LWDC and man-days lost.
3. In case of job stoppage due to safety violations / unsafe observations at the site, no time extension from PO completion date shall be given to the Business Associate, if such delays are attributable to Business Associate.
4. In case of fatality, limb loss or loss of property, vendor must pay for liability, legal, statutory, and additional mutually agreed settlement charges imposed by the appointed

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committee by Division Chief/CEO. This charge is over and above the retention amount. The committee will finalize penalty amount based on factors such as advice by statutory authorities, contract value and impact of accident etc.

5. Order Manager, Head of Business and functional Chief have the authority to terminate the contract as per **CSM F12 Safety Violation Penalty Criteria** Through contract department.
6. *Site contract team will arrange Quarterly meeting with Order Manager to take feedback for Safety performance of Business Associates In-turn Site Leadership and Site Contract team will give feedback of safety performance so as to take Corrective actions (R6).*
7. ***CSM F11 Safety Performance Evaluation Report (R8) to be used** to evaluate Star Rating of Business Associate for lead & Lag Indicator.*

4.6.1 Safety performance retention: A certain percentage of the bill value will be retained against every running bill as safety performance retention. The amount will be released with the last invoice or every six-month based on Safety Performance Score of Business Associate s. The retention amount will be calculated based on contract value as below.

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

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

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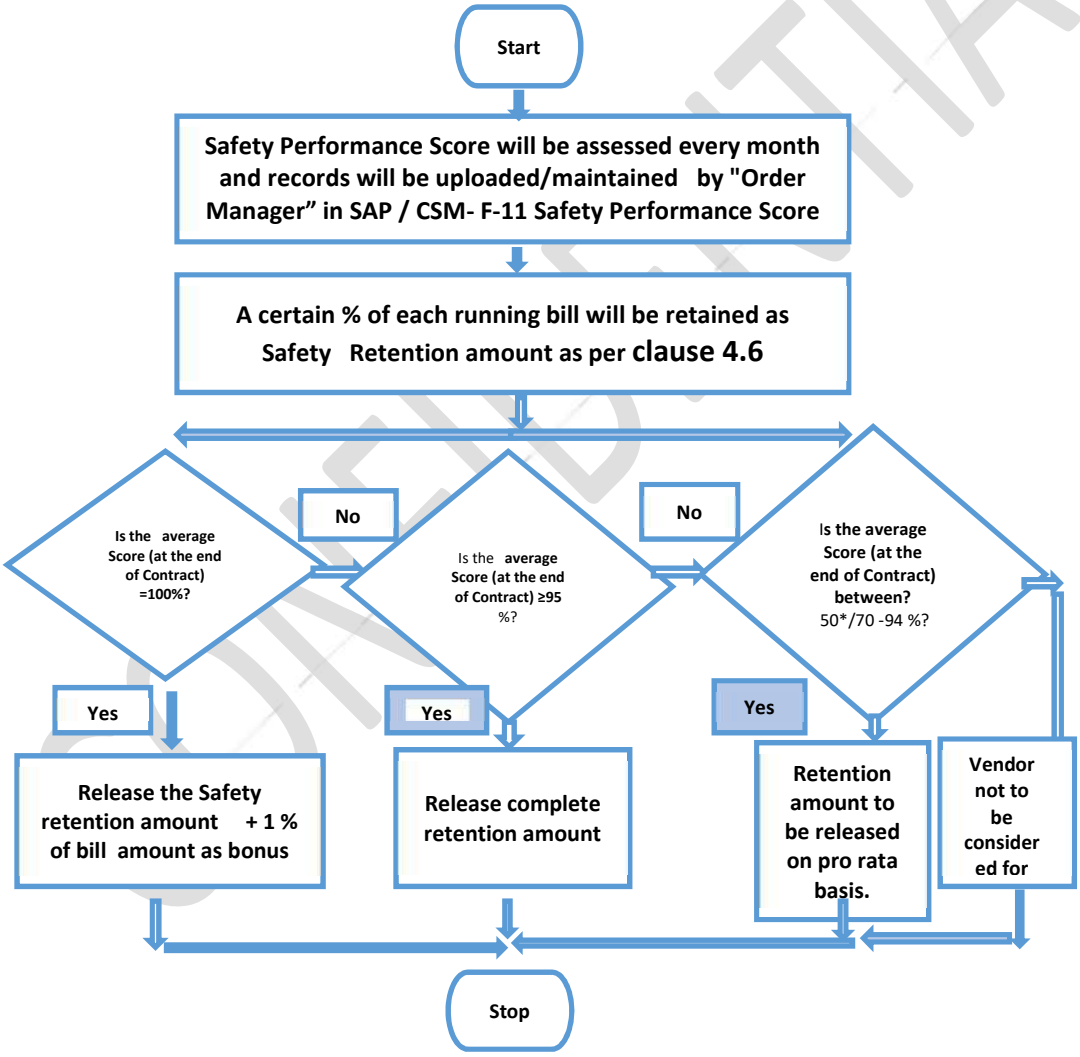
4. The retention amount against non-safety performance saved and Penalty will go to a separate Safety Improvement Fund.
5. For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released with the final bill.
6. Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score is 100%

CSM F10 – Process Flow Chart for Safety Performance Evaluation



CSM F11 - Safety Performance Evaluation Criteria (R6)

Safety Performance Evaluation Report- CSM F11

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

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

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

CSM F12 - Safety Violation Penalty Criteria

Major Violations and Escalation matrix-

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

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

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

Other Violations and Penalty

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

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

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15	Bringing inside PSS/FCC or any other work area any chemicals without approval.	5	5000
16	Loose materials in work area which can fall down or fly during a storm	5	5000
17	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc.	3	3000
18	Entering restricted areas like switch yard, hazardous material storage room etc. without authorization	3	3000
19	Not using 24 V lamp inside confined spaces	3	3000
20	Bypassing/overriding safety interlocks	5	5000
21	Working besides road without proper barricading and monitoring of traffic	5	5000
22	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders, PSS , Offices etc.)	3	3000
23	Improper stacking of materials in Storage Yard	4	4000
24	Sleeping at workplace	3	3000
25	First aid box not available / in locked condition	2	2000
26	Appointment of subBusiness Associate without his Safety Bid Evaluation and/or without the permission of engineer in charge or Order manager.	5	5% of order value
27	Bad Housekeeping with respect to ***TPSMS/GSP/GHK/022*** • 1st Instant • 2nd instant • 3rd instant • 4th instant • Subsequent instants	2	• 1000 • 2000 • 5000 • 10000 • 10000
28	Violations related to vehicles with respect to ***TPSMS/CSP/RSP/015.*** • Parking without wheel choke • Parking in undesignated area • Heavy vehicle without helper or co-driver • Seat belt not available / not used • Driver without license • Heavy vehicles without reverse horn • Using mobile phone while driving • Lights/mirrors not working /broken	3	1000 per each violation

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28	Violation in Gas cutting and Gas cylinder handling • Cylinder valve without guard • No flashback arrester • Leaky DA/Oxygen hose • Cylinders not kept in secured manner • Cylinder trolley not available • Cylinders are transported by manual rolling	5	2000 per each violation
29	Violations in Lifting Operations w.r.t. to *TPSMS/CSP/HEMS/005* • Hook latch missing • Load raised or swung over people or occupied areas of building • Persons standing within the swing area of the crane • No barricading of crane working area • Use of damaged lifting tools and tackles • Lifting tools and tackles not tested / Test certificate expired • Crane operator without proper license • Angular loading • Lifting / shifting heavy material without guide rope • Using mobile phone during loading and unloading jobs	5	2000 per each violation
30	Violation in Scaffolding work w.r.t. to TPSMS/CSP/SCAF/007 • Unstable scaffolding/nonstandard Scaffolding in use • Handrails/mid rails/toe guards missing • Safety harness not anchored on fixed structure • Opening found in working platform	5	2000 per violation
31	Violation in Excavation Work w.r.t. to TPSMS/CSP/EXS/002 • Loose material falling into excavated pit • Water logging in excavated pits / trenches • Inadequate or no barricading • Undercut / cave in found on sides of excavated pits	4	2000 per violation
32	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	3000
34	Spillage of hazardous material/chemicals during transportation	4	4000

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Penalty for Incidents / Accidents-( )

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

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

5.0 Tools and Tackles

5.1 Tools & Tackles used to carry out the job shall be checked and inspected by Order Manager and safety Officer.

5.2 Vendor must submit a valid Certificate from Competent person under the Factories Act 1948 and State Factories Rule for all Lifting Tools and Tackles (like Hoist, D

Shackles, chain Block, wire ropes etc.).

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

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

6.0 Site Safety Rules and Procedures:

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

7.0 Critical safety Rules and Procedures:

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

7.1 Lock Out and Tag Out Procedure.

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

7.2 Excavation Safety (Shoring and Sloping) Procedure

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

7.3 Confined Space Entry Procedure:

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

7.4 Working at Height Procedure:

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

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

7.5 Heavy Equipment Movement Safety Procedure.

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

7.6 Mobile Crane Safety Procedure.

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

7.7 Scaffold Safety Procedure.

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

7.8 Permit to Work Procedure.

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

7.9 Job Safety Analysis (JSA) Procedure.

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

7.10 Electrical Safety Procedure.

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

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7.11 Fire Safety Management Procedure.

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

7.12 Hazard Identification & Risk Assessment (HIRA) Procedure:

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

7.13 Management Of Change (MOC) Procedure:

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

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

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

7.15 Road Safety procedure:

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

8.0 General safety Rules and Procedure:

8.1 Lift (Elevator) Safety Procedure:

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

8.2 Working on conveyor belt Procedure:

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

8.3 Batteries Handling & Disposal

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

8.4 Material Handling and Storage Procedure:

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

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

8.5 Office Safety Procedure:

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

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

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

8.7 Occupational Health & Safety Legal Compliance Procedure:

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

8.8 Incident Reporting & Investigation Procedure:

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

8.9 Business Associate Safety Management Procedure.

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

8.10 Tree Trimming Procedure:

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

8.11 Safe Lone Working Procedure:

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

8.12 Good Housekeeping(5S) Procedure:

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

8.13 Personal Protective Equipment:

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

8.14 Process Safety Management Procedure:

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

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

9.0 Pre-Employment and Periodic Medical check-up:

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

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

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10.0 Other Conditions:

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

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

10.2 No Supervision No work policy should strictly be followed.

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

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

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

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

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

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

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

11.0 Schedule of Safety Audits by BA Safety Staff

Safety Undertaking of BA by way of Affidavit

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

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

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

DEPONENT

VERIFICATION

Verified at …….on this _Day of _____20__ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom.

12.0 General Safety Conditions for various contracts Specific to Odisha Discom

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

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

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

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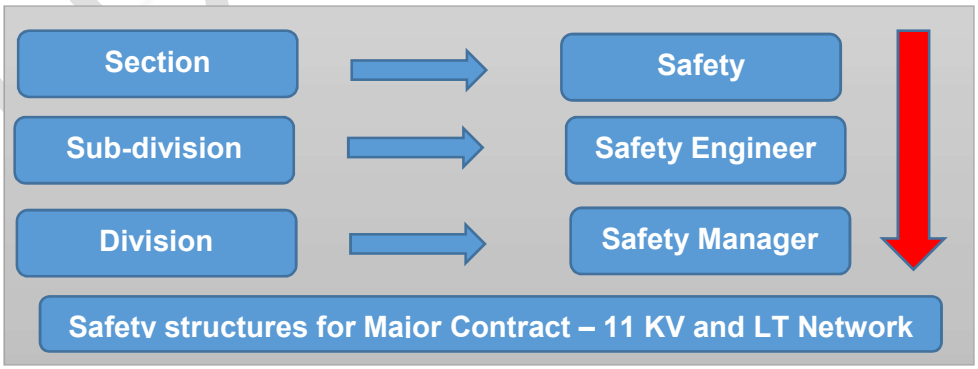
- BA shall ensure safety training and induction program for the employees. The BA employees must carry safety training card / competency card to the worksite and produce the card on demand.
- All BA employees must be given valid ID card issued by BA cell of Discom who will check statutory compliances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

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

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

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

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



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

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

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

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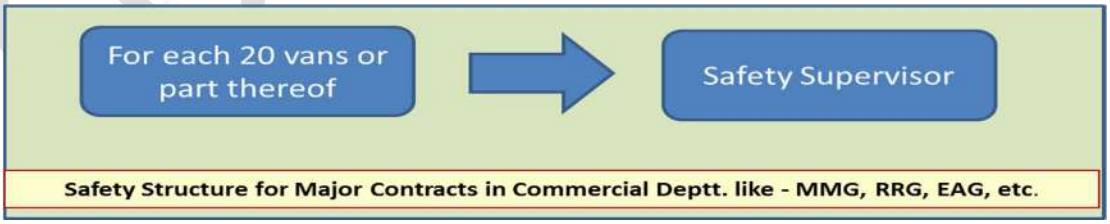
12.4 Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc.:

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

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



12.5 Safety Conditions for Major Projects in Distribution Network

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

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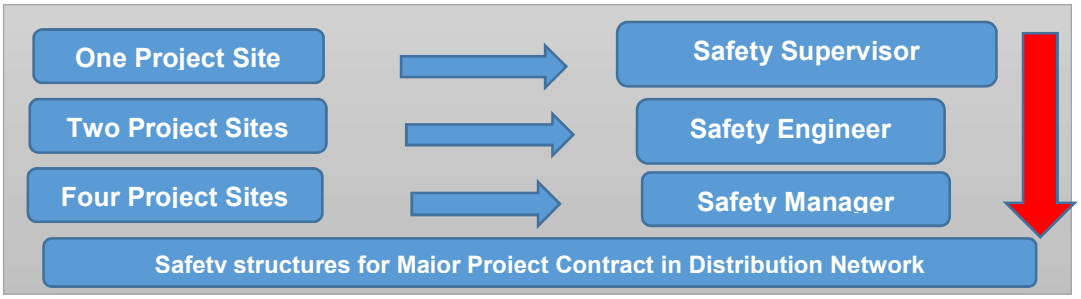
- Availability of Discharge Rods - Minimum 6 Nos. for each project site, fit for purpose and in good conditions and defective rods are removed from service.
- Availability of Neon tester - Minimum one Neon Tester in each project site, in good and working condition and defective or non-standard neon testers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



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CORPORATE ENVIRONMENT POLICY

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

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

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER
Lighting up Lives!

HEALTH AND SAFETY POLICY

We, at Tata Power, reaffirm our belief that the health and safety of our stakeholders is of the utmost importance and takes precedence in all our business decisions. In pursuit of this belief and commitment, we strive to:

- Maintain and proactively improve our management systems to minimize health and safety hazards to our stakeholders and all others influenced by our activities.
- Comply and endeavour to exceed all applicable occupational health & safety legal and other requirements by setting the highest standards.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels, for improving and sustaining health & safety performance.
- Involve our employees in maintaining a safe and healthy work environment through risk assessments, periodic reviews of operational procedures, safe work methods and adoption of new technology.
- Develop a culture of safety through active leadership and provide appropriate training at all levels to enable employees developing their skills to work safely.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Ensure availability at all times of appropriate resources to fully implement the health & safety policy of the company.
- Promptly report incidents, investigate for root causes and ensure lessons learnt shared and deployed across the company.
- Ensure service providers and their workmen align with company's safety codes and practices for the health and safety of personnel working with us.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve performance.

We shall actively communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER

Lighting up Lives!

TATA CODE OF CONDUCT 2015

LEADERSHIP THAT INSPIRES

For over 100 years, the Tata group has been led by visionaries who have stayed true to the vision of the founder, Jamsetji Tata.
A vision that placed the greater good of society at par with business growth.
A vision that put into practice pioneering social initiatives that changed the way responsible business was run.
And a vision that brought into the group a strong social conscience.

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

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

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FOREWORD

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

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

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

N. Chandrasekaran
21st February, 2017

A. OUR VALUES

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

INTEGRITY

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

UNITY

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

RESPONSIBILITY

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

PIONEERING

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

EXCELLENCE

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

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

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B. SCOPE AND PURPOSE OF THIS CODE

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

REMEMBER...

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

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OUR CORE PRINCIPLES

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

J.R.D. Tata
Chairman, Tata Sons (1938 – 1991)

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C. OUR CORE PRINCIPLES

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

REMEMBER...

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

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OUR EMPLOYEES

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

J.R.D. Tata
Chairman, Tata Sons (1938 – 1991)

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D. OUR EMPLOYEES

Equal opportunity employer

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

Q&A

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

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

REMEMBER...

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

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Dignity and respect

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

Human rights

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

Bribery and corruption

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

REMEMBER...

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

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Gifts and hospitality

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

Freedom of association

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

REMEMBER...

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

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

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

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

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

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Working outside employment with us

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

Integrity of information and assets

14. Our employees shall not make any wilful omissions or material misrepresentation that would compromise the integrity of our records, internal or external communications and reports, including the financial statements.

15. Our employees and directors shall seek proper authorisation prior to disclosing company or business-related information, and such disclosures shall be made in accordance with our company's media and communication policy. This includes disclosures through any forum or media, including through social media.

16. Our employees shall ensure the integrity of personal data or information provided by them to our company. We shall safeguard the privacy of all such data or information given to us in accordance with applicable company policies or law.

17. Our employees shall respect and protect all confidential information and intellectual property of our company.

18. Our employees shall safeguard the confidentiality of all third party intellectual property and data. Our employees shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.

19. Our employees shall promptly report the loss, theft or destruction of any confidential information or intellectual property and data of our company or that of any third party.

Q&A

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

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

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20. Our employees shall use all company assets, tangible and intangible, including computer and communication equipment, for the purpose for which they are provided and in order to conduct our business. Such assets shall not be misused. We shall establish processes to minimise the risk of fraud, and misappropriation or misuse of our assets.

21. We shall comply with all applicable anti-money laundering, anti-fraud and anti-corruption laws and we shall establish processes to check for and prevent any breaches of such laws.

Insider trading

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

Q&A

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

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

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

External communication is a serious matter. It must be carefully managed because information put out with reference to our company or its businesses needs to be clear, truthful and not violate any undertakings we have given to other parties. In each business there are managers nominated to authorise and make different types of statements to the outside world. These managers should be consulted about any request for information you may receive or information you think we should give out.
In using social media, in particular blogs or social networking sites, you should exercise great caution while talking about our company or the business we do. It may feel like you are chatting with friends or expressing a personal opinion but even while doing so you cannot share any confidential information of our company.

REMEMBER...

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

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Prohibited drugs and substances

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

Conflicts of interest

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

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

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

Q&A

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

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

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

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

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27. Notwithstanding such or any other instance of conflict of interest that exists due to historical reasons, adequate and full disclosure by interested employees shall be made to our company's management. At the time of appointment in our company, our employees and executive directors shall make full disclosure to the competent authority, of any interest leading to an actual or potential conflict that such persons or their immediate family (including parents, siblings, spouse, partner, children) or persons with whom they enjoy close personal relationships, may have in a family business or a company or firm that is a competitor, supplier, customer or distributor of, or has other business dealings with, our company.

REMEMBER...

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

Examples of Potential Conflicts of Interest

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

(a) engages in a business, activity or relationship with anyone who is party to a transaction with our company;

(b) is in a position to derive an improper benefit, personally or for any family member or for any person in a close personal relationship, by making or influencing decisions relating to any transaction;

(c) conducts business on behalf of our company or is in a position to influence a decision with regard to our company's business with a supplier or customer where a relative of, or a person in close personal relationship with, an employee or executive director is a principal officer or representative, resulting in a personal benefit or a benefit to the relative;

(d) is in a position to influence decisions with regard to award of benefits such as increase in salary or other remuneration, posting, promotion or recruitment of a relative or a person in close personal relationship employed in our company or any of our group companies;

(e) undertakes an activity by which the interest of our company or our group companies can be compromised or defeated; or

(f) does anything by which an independent judgement of our company's or our group companies' best interest cannot be exercised.

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

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

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

(a) Directorships on the Boards of any of our group companies, joint ventures or associate companies.

(b) Memberships/positions of responsibility in educational/professional bodies, where such association will promote the interests of our company.

(c) Memberships or participation in government committees/bodies or organisations.

Q&A

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

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

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

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

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

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

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OUR CUSTOMERS

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

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

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E. OUR CUSTOMERS

Products and services

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

Export controls and trade sanctions

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

Fair competition

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

Dealings with customers

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

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Q&A

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

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

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

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

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

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

REMEMBER...

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

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OUR COMMUNITIES AND THE ENVIRONMENT

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

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

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F. OUR COMMUNITIES AND THE ENVIRONMENT

Communities

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

The environment

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

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OUR VALUE-CHAIN PARTNERS

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

J.R.D. Tata
Chairman, Tata Sons (1938 – 1991)

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

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G. OUR VALUE-CHAIN PARTNERS

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

Q&A

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

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

REMEMBER...

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

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OUR FINANCIAL STAKEHOLDERS

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

Ratan Tata
Chairman, Tata Sons (1991 – 2012)

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H. OUR FINANCIAL STAKEHOLDERS

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

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GOVERNMENTS

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

Ratan Tata
Chairman, Tata Sons (1991 – 2012)

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I. GOVERNMENTS

Political non-alignment

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

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

Government engagement

2. We engage with the government and regulators in a constructive manner in order to promote good governance. We conduct our interactions with them in a manner consistent with our Code.

3. We do not impede, obstruct or improperly influence the conclusions of, or affect the integrity or availability of data or documents for any government review or investigation.

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OUR GROUP COMPANIES

I do not think anyone was on par with Jamsetji as an industrial visionary. But that is not the sole reason why I have been an admirer of Jamsetji. The major reason was his sense of values, sterling values, which he imparted to this group. If someone were to ask me, what holds the Tata companies together, more than anything else, I would say it is our shared ideals and values which we have inherited from Jamsetji Tata.

J.R.D. Tata
Chairman, Tata Sons (1938 – 1991)

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J. OUR GROUP COMPANIES

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

Q&A

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

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

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

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

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RAISING CONCERNS

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

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

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

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

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

Q&A

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

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

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

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

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ACCOUNTABILITY

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

Every person employed by us, directly or indirectly, should expect to be held accountable for his/her behaviour. Should such behaviour violate this Code, they may be subject to action according to their employment terms and relevant company policies.

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

SPEAK UP...

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

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

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

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

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NOTE

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

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

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

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

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

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TATA CODE OF CONDUCT – 2015

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

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

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

Signature: _____

Date: _____

Name: _____

Department: _____

Address: _____

_____

_____

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

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NOTES

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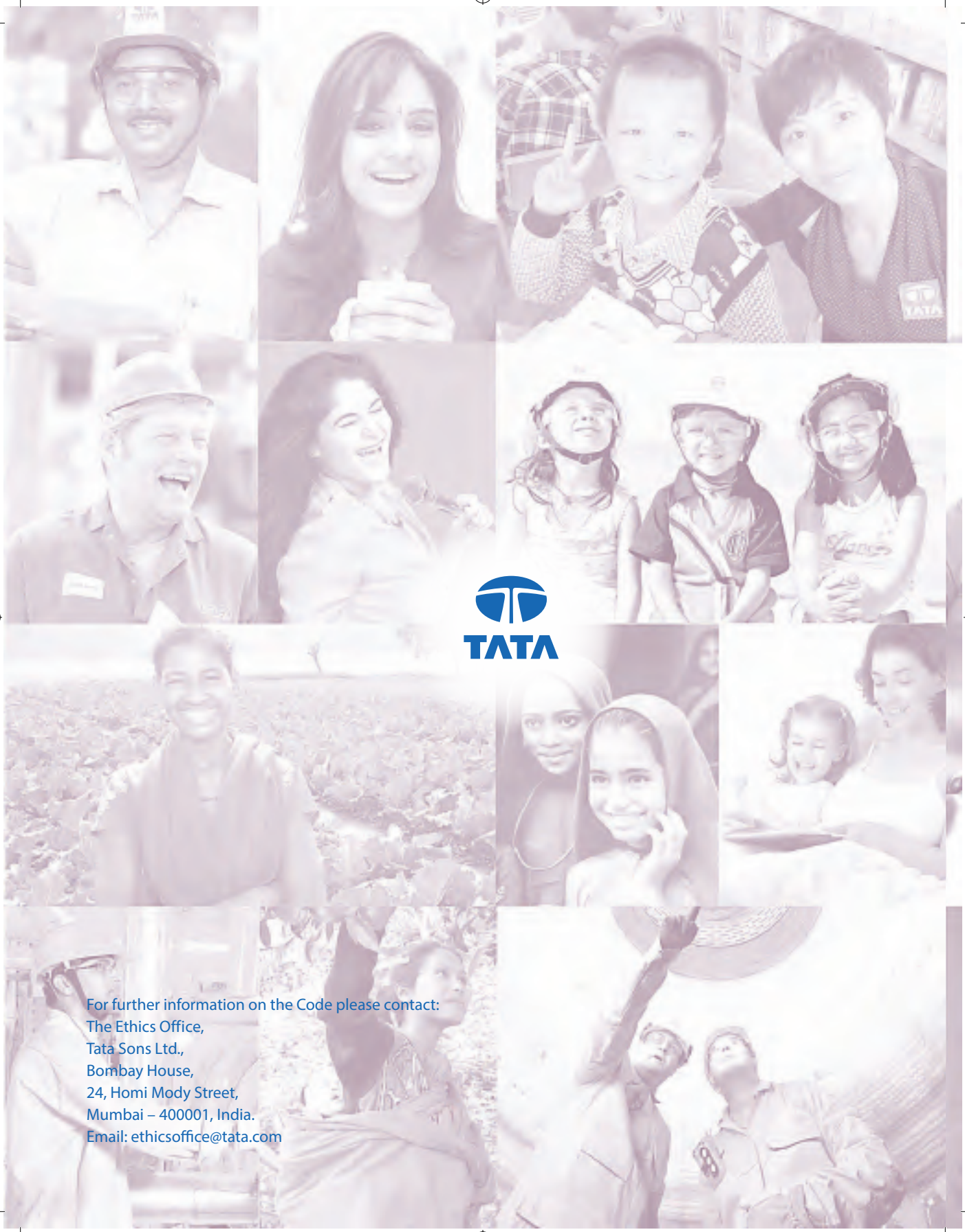

TATA

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

The Tata Power Company Ltd

Undertaking by Vendor for Statutory Compliances

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

		Agreed	Not Applicable	Reason For Not Applicable
1	I/ we have the valid registration Documents *(allotment letter issued by the authorities (EPFO & ESIC) are enclosed)*:			
I.	PF registration code			
II.	ESIC registration code			

		Agreed	Not Applicable	Reason For Not Applicable
2	I/we agree that for all the manpower engaged by me/us under this contract (direct or engaged through a subcontractor), we ensure that:			
I.	Payment to all workers by 7th of every month for the salary / wages due for the preceding month through online Bank transfers and shall submit the wage register, pay slips, bank statement etc to "The Company".			
II.	Minimum wages shall be paid to all the workers.			
III.	PF & ESIC deposition and respective payment challan/ ECR shall be done on or before 12th of every month for the salary / wages for the preceding month and shall submit the copy of ECR & TRRN to "The Company".			
IV.	General Employee Compensation under the Employee Compensation Act, 1928 shall be taken for those who are outside the wage limits of ESIC applicability or location where ESIC is not applicable.			
V.	Statutory Bonus shall be paid on or before November every year.			

		Agreed	Not Applicable	Reason For Not Applicable
3	I/ We understand that incase if we default on payment of salary of statutory dues for our manpower engaged by us under this contract (direct or engaged through a subcontractor), for a particular month, Tata Power constitutes the right to pay wages or deposit statutory dues directly adjusting from our bills and shall deduct or charge 25% penalty on the total amount defaulted.			

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

	IV.	All the manpower are technically qualified as per the norms of **Power Sector Skill Council (PSSC) issued by Ministry of Power- GOI dt January 2024. (copy enclosed)**		
5	I/we shall mandatorily obtain the Labour License for all the manpower deployed under this contract (direct or engaged through subcontractor/s) to cater the entire work as per PO, if the overall number of manpower deployed under this contract exceeds the permissible limit under Contract Labour Act. The Form-V will be issued in name of my Company by Tata Power.	Agreed	Not Applicable	Reason For Not Applicable
6	I shall, in case for construction job, apply for registration under BOCW Act before start of work and obtain the said registration within a month of starting its work.	Agreed	Not Applicable	Reason For Not Applicable
7	For Clause no 6, I shall also make the payment of cess applicable under the BOCW Act for the work associated under this PO.	Agreed	Not Applicable	Reason For Not Applicable
8	I/ We understand & agree to adhere all the prevailing statutory compliances and any laws, rules & regulations which may get amended from time to time. We will be solely responsible for all the compliances including compliances by my sub-vendors & for all the workers.	Agreed	Not Applicable	Reason For Not Applicable
9	Following will be adhered:	Agreed	Not Applicable	Reason For Not Applicable
	I.	Medical fitness certificate and police verification certificate for all my workers for Gate pass process.		
	II.	Indemnify "Tata Power" from any future liability of account of statutory compliance or failure on part of me for my work in "Tata Power" in respect of all the workers including my vendors & his workers, by submitting an Indemnity Bond on non judicial stamp paper (Rs 500 non judicial stamp paper for Maharashtra state and Rs 100 for all other states or as applicable) executed by its Director/Proprietor, authorized for the purpose, and duly notarized.		
	III.	Maintain all registers under the various Acts and shall submit to "Tata Power" as and when required.		
10	I shall depute competent resource/ supervisors to ensure supervision of work, follow proper disciplinary action for misconduct, ensuring availability of all resources required to execute the contract, ensuring good work culture and behaviour among my resources as framed under the provisions of law. I will also ensure engagement and R&R of my resources as required by "The Company".	Agreed	Not Applicable	Reason For Not Applicable
11	If **"clause no 4 (iv)"** is not adhered, then I will ensure compliance to capability building by training/upskilling of the workers as per the norms of **Power Sector Skill Council (PSSC) through Tata Power Skill Development Institute (TPSDI)** and will bare all the cost of training.	Agreed	Not Applicable	Reason For Not Applicable
12	I will make the provisions for canteen, sitting arrangement, rest rooms, washing facility, first Aid, drinking water and toilet facilities for my workers. I may consult with the order manager of "The Company".	Agreed	Not Applicable	Reason For Not Applicable
13	I will constitute the "Grievance Redressal Committee" to address the grievances of our workmen deployed under the contract.	Agreed	Not Applicable	Reason For Not Applicable

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

Date:_____ Signature:_____

Place:_____ Name:_____

Vendor code:_____

Witness :

For The Tata Power Company Limited:

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

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

Annexure 1
Onboarding of Vendor

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

Annexure 2
Onboarding of Employees/ Manpower

1	I shall ensure safety training, medical check-up, police verification procedures for my employees (manpower deployed under this contract either direct or engaged through a subcontractor) as laid down for issue of gate-passes. I shall not engage any of my workers for work without a valid gate-pass or with a VISITOR GATE PASS. Violation of the above may lead to termination of the contract.	Agreed	Not Applicable	Reason For Not Applicable
2	Temporary permission is issued only for seven days only for preparing gate passes, hence I will be required to arrange for issuance of permanent gate-pass within said timeline, by submitting required documents/ information in online gate pass portal, as applicable. Under no circumstances shall temporary permission be issued for more than 7 days.	Agreed	Not Applicable	Reason For Not Applicable
I.	I will complete the process of medical fitness certificate and police verification certificate of all workers within these seven days and upload documents in ONLINE GATE PASS portal. If for any reason ONLINE GATE PASS portal is non-functional then application for gate pass will be processed through manual/other available system.			
3	Gate Passes to be processed through Online Gate Pass Portal only, as applicable. I will obtain required registration in Online Gate Pass Portal and required data and documents of workmen will be uploaded in ONLINE GATE PASS portal for generation of gate passes.	Agreed	Not Applicable	Reason For Not Applicable
4	I will facilitate transfer of PF/EPS accumulations in respect of my workers from their previous employer, if any.	Agreed	Not Applicable	Reason For Not Applicable
5	I will ensure to transfer of PF accumulations / updating KYC details of workers who will be engaged in the contract (if pending) by me within 02 months of starting of contract. Existing UAN to be continued and new UAN will not be generated.	Agreed	Not Applicable	Reason For Not Applicable
6	I will continue with existing ESI number for all covered workmen and shall complete KYC (if pending) and issue E-Pehchan card including dependents within 15 days of starting of contract.	Agreed	Not Applicable	Reason For Not Applicable

Annexure 3: Monthly compliances

		Agreed	Not Applicable	Reason For Not Applicable
1	I will submit all documents as per checklist to comply with the various statutes, statutory requirement or any other requirement as may be applicable from time to time:			
I.	**I will submit details of Muster roll, Wage Register, Workmen Register in excel format.**			
II.	I shall submit the Register of Workmen in prescribed Form, duly filled in all respects, immediately after starting the said job.			
III.	I will give Wage notification to my workmen at least one week ahead. A copy of the same shall be forwarded to "The Company" for necessary witnessing of payment and certification			
IV.	I will provide Wage Slip (as per provided format) to all my workers before disbursement of wages.			
V.	I shall disburse wages to all my employees before 7th of every subsequent month, of the previous month under intimation to "The Company" through bank transfer and shall submit a copy of bank statement to the respective compliance team of "The Company".			
VI.	I will deposit PF contribution on or before 12th of the subsequent month for the previous month wages and submit proof thereof to "The Company" by 15th of the month.			
VII.	I will deposit ESI contribution on or before 12th of the subsequent month for the previous month wages and submit proof thereof to "The Company" by 15th of the month			
VIII.	I will submit all documents as per checklist; Muster roll, Wage Register, Bank statement, Adult Register, Workmen Register, Wage Slip copies, Combined Challan & ECR & TRRN of PF deposition and Challan/ Contribution History of ESIC/ Employee Compensation Policy and all other registers including MIS Reports (Excel sheet), Employee profile to "The Company"			
IX.	I shall get my submitted statutory compliance documents verified before 15th of every month in prescribed format (checklist) provided by "The Company" and upload the same along with PF Challan & ESIC Challan with the invoice in Ariba System for obtaining statutory clearance on uploaded bills.			

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

Annexure 4
Renewal of Gate passes

1	In case of renewal of gate pass, I will initiate the application at least Fifteen days in advance in ONLINE GATE PASS portal.	Agreed	Not Applicable	Reason For Not Applicable

Annexure 5
Annual Compliances

1	I will submit all relevant returns under all applicable enactments on or within the scheduled date and submit a copy of the same to "The Company" within seven days of the scheduled date of submission.	Agreed	Not Applicable	Reason For Not Applicable

Annexure 6
Contract closure and/or F&F settlement

1	**After completion of work and before or at the time of submission of final bills**, I will ensure the following and submit proof thereof to "The Company" enabling "The Company" to release my final bills/invoices:	Agreed	Not Applicable	Reason For Not Applicable

I. All wage payments as per statute are made to all the workers (including subvendors) till the last day of their work in "The Company".

II. Compensation towards Leave with wages are disbursed to all the workers (including subvendors) till the last day of their work.

III. Statutory bonus is paid to all the workers (including subvendors) for the period of their work.

IV. Retrenchment compensation, if applicable, is paid to all the workers (including subvendors) as per eligibility. Notice is given to the workers regarding retrenchment and in absence of notice payment is given to the workers as per the enactment.

V. Gratuity is paid to all the workers (including subvendors) irrespective of the fact whether the worker has /hasn't completed 5 years of continuous service with me.

VI. Along with final payments, full & final statement is issued to all the workers engaged by me (including subvendors) for work in "The Company".

VII. No dues certificate obtained from all my employees (including subvendors) and copy submitted to "The Company".

VIII. Ensure completion of withdrawal or transfer formalities in respect of PF/EPS accumulation of all workers and submit proof thereof to "The Company" HR/IR dept after closure of contract.

IX. Submit Form VI-A to "The Company" and surrender Labour License, if issued, to concerned Labour department in case the license is no more required for work in "The Company" and obtain clearance thereof from the Licensing Authority for submission to "The Company".

X. Ensure intimation to PF & ESI authorities regarding completion of work and surrendering ESI & PF sub code obtained for execution of work at "The Company". Proof of the same will be submitted to "The Company".

XI. Cancel all gate passes in online gate pass portal & surrendering the access cards immediately upon closure of the said contract.

Annexure 7
Penalty scheme if defaulted in compliances:

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

Agreed	Not Applicable	Reason For Not Applicable

SN	Applicable Act		Compliance Requirement	Reference Annexure for Compliance Requirement	Due Date	Deduction as a % age of Monthly Bill Value
1	CL (R&A) Act	a	Possessing Valid Labour License	Annexure 8 (4)	1st day of work / Last day of existing license	5
		b	Employment Card Issuance		1st day of joining of worker	0.2
2	CL (R&A) Act / Payment of Wages Act	a	Wage payment through Cheque/NEFT to 100% of Workmen	Annexure 8 (1)	7th of following month	5
		b	Wage Slip Distribution	Annexure 8 (4)	1 day before respective wage payment	1
		c	Full & Final Settlement upon separation		30 days from last working day of individual worker	2
3	EPF (MP) Act	a	Deposit of PF contribution	Annexure 8 (5)	15th of following month	2
		b	UAN Activation with mobile linkage		30 days from date of joining of worker	0.2
4	ESI Act	a	Deposit of ESI contribution	Annexure 8 (6)	15th of following month	2
		b	ESIC & ESIC e-Pehchan Card Issuance		ESIC E-Pehchan Card- 01 days from Joining	0.2
5	Payment of Bonus Act, MW Act, PoW Act, CL (R&A) Act		Submission of Return under Bonus Act, MW Act, PoW Act & CLR Act	Annexure 8	Bonus Act-31st Dec MW Act- 31st Jan Pow Act-31st Jan CL (R&A) Act-31st Jan/ 31st July	0.5
6	CL(R&A) Act, Factories Act, BOCW Act, EPF Act, ESI Act		Maintaining of registers/ challans under CLR Act, Factories Act,	Annexure 8	20th of following month	0.5
7	Other	a	Submission of false or fake documents			10
		b	Disruption (Strike, Gate jam etc) caused to the functioning of "The Company" and Lack of disciplinary action on the worker/s.	Conducting the enquiry of the incident/s, preparing & submitting the report to Mgmt, filing of FIR in police station as & when required, taking action on the worker/s and concluding the disciplinary process. (clause 19)		10
		c	Delay in submission of statutory documents, checklist etc			1
		d	Non adherence to Gate pass, onboarding process	Annexure 1 and 2		1
					TOTAL	40.6

Annexure 8

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

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

Agreed	Not Applicable	Reason For Not Applicable

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

Agreed	Not Applicable	Reason For Not Applicable

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

Agreed	Not Applicable	Reason For Not Applicable

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

Agreed	Not Applicable	Reason For Not Applicable

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

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

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

3	I shall comply with all applicable provisions under **EQUAL REMUNERATION ACT, 1976**	Agreed	Not Applicable	Reason For Not Applicable
I.	I will pay equal remuneration to men and women workers for same work or work of a similar nature.			
II.	I shall maintain such registers and other documents in relation to the workers employed by me.			

4	I shall comply with all applicable provisions under **THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970**	Agreed	Not Applicable	Reason For Not Applicable
I.	I will provide at least 1 first aid box for every 150 workers.			
II.	I will pay wages on or before expiry of 7th day of each wage-period after the last day of wage period.			
III.	I will ensure the presence of authorized representative of Principal Employer at the place and time of disbursement of wages by me to workmen.			
IV.	I will display a notice at the work place showing: i) wage-period, ii) place of disbursement, and iii) time of disbursement.			
V.	I will keep all the records and registers at office or within the radius of 3 kms. of establishment, maintain such records and registers legibly in English, Marathi or Hindi, preserve them for a tenure of 3 calendar years from date of last entry.			
VI.	I will display the wage notice in English and Hindi or in Marathi at a conspicuous place containing the following particulars:- 1. wages, 2. working hours, 3. wage -period, 4. Date of payment of wages, 5. Name and address of the Inspector having jurisdiction, 6. Date of payment of unpaid wages.			
VII.	I will submit annual return in Form XXV in duplicate to Registering Officer before 15th February following the end of the year.			
VIII.	I will pay wages before the expiry of 1 working day from the day on which the employee is terminated.			

5	I shall comply with all applicable provisions under **THE EMPLOYEES PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952**	Agreed	Not Applicable	Reason For Not Applicable
I.	I will submit the statement within 7 days of the close of every month.			
II.	I will deduct the employee's contribution paid towards Employees Provident Fund.			
III.	I will submit the duly approved form 11 by the competent authority while claiming the exemption from the PF act for my workers. (**Not valid for the Exempted PF Trusts**).			
IV.	I will submit the ECR, Challan, TRRN etc on or before 14th of each month.			
V.	I will maintain an inspection note-book in such form as may be specified by the Commissioner.			

		Agreed	Not Applicable	Reason For Not Applicable
6	I shall comply with all applicable provisions under **THE EMPLOYEES' STATE INSURANCE ACT,1948 AND THE EMPLOYEES STATE INSURANCE (GENERAL) REGULATIONS,1950 AND THE EMPLOYEES' STATE INSURANCE RULES,1950**			
I.	I will preserve all the register maintained for a period of 5 years from the date of last entry therein.			
II.	I will register on-line on the website of Employees State Insurance within 15 days of employing the required number of employees.			
III.	I will obtain correct particular of employees as required in Form 1.			
IV.	I will send the declaration forms enclosed with Temporary Identification Certificate and a return in Form 3 within 10 days of furnishing the particulars to the appropriate office of ESIC.			
V.	I will deliver the Temporary Identification Certificate and a copy of Form 3 to the employee.			
VI.	I will take a duly filled Form 1-A from the employee having signature/thumb-impression and send it to the authority within 10 days of being furnished.			
VII.	I will enter the particulars of changes given by the employee in Form 2 and send it within 10 days to the appropriate office.			
VIII.	I will furnish information as required in Form 10.			
IX.	I will maintain an Accident Book in Form 11 and preserve it for 5 years from the date of last entry.			
X.	I will send an accident report in Form 12 to the nearest local office and Insurance Medical Officer.			
XI.	I will provide the proper first-aid and arrange proper transportation for obtaining aid and care as may be required.			
XII.	I will produce the Inspection Book on demand to the Inspector or any other person authorized by him.			
XIII.	I will immediately report the death of the workers to the local officer, in death case.			
XIV.	I will ensure that the body of deceased employee is not disposed until it has been examined by an Insurance Medical Officer.			
XV.	I will ensure that no employee is dismissed, discharged or otherwise punished at any time while he/she is in receipt of benefit for Sickness, maternity, Temporary Disablement; or i. is under medical treatment for sickness; or ii. is absent due to illness arising.			

		Agreed	Not Applicable	Reason For Not Applicable
7	I shall comply with all applicable provisions under **THE EMPLOYEE'S COMPENSATION ACT, 1923**			
I.	I will pay compensation if personal injury is caused to an employee by accident arising out of and in course of his employment.			
II.	In case of death of an employee, I will deposit with the Commissioner a sum of not less than five thousand rupees as funeral expenditure.			
III.	I will pay compensation only by deposit with the Commissioner.			
IV.	I will submit a statement to the Commissioner detailing the circumstances attending the death of the employee and indicating the grounds if he is not liable to pay compensation on account of death.			

V.	I will under any other law required to give notice to any authority of any accident occurring on his premises shall send a report to the Commissioner giving the circumstances attending the death or serious bodily injury.
VI.	If directed under a notification then I shall send a return specifying the number of injuries in respect to which the compensation has been paid during the previous year along with the amount paid.

		Agreed	Not Applicable	Reason For Not Applicable
8	I shall comply with all applicable provisions under **THE PAYMENT OF BONUS ACT, 1965**			

I.	I will pay bonus to its employee's in an accounting year provided that an employee shall be entitled to bonus if he has worked for at least thirty working days in that year.
II.	I will pay at least minimum bonus which shall be 8.33 per cent of the salary or wage earned by the employee during the accounting year or seven thousand Five hundred rupees whichever is higher.
III.	I will prepare and maintain a register showing the computation of the allocable surplus.
IV.	I will prepare and maintain a register showing details of the amount of bonus due to each of the employees, the deductions and the amount actually disbursed.
V.	I will send an annual return to the Inspector.

		Agreed	Not Applicable	Reason For Not Applicable
9	I shall comply with all applicable provisions under **THE INTER-STATE MIGRANT WORKMEN (REGULATIONS OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1979**			

I.	I will make application (in triplicate) for grant of license under the Act.
II.	I will furnish such particulars to the specified authority in the State from which an Inter-State migrant workman is recruited and in the State in which such workman is employed.
III.	I will issue to every inter-State migrant workman, a pass book.
IV.	I will furnish return in respect to every Inter-State migrant workman who ceases to be employed.
V.	I will pay wages to each Inter-State migrant workman employed by me which cannot be less than the rate of wages paid by the principal employer to a workman in the lowest category directly employed by him or minimum rate of wages, whichever is higher.
VI.	I will issue service certificate on termination of employment to the migrant workman.
VII.	I will maintain displacement-cum-outward journey allowance sheet and return journey allowance register.
VIII.	I will maintain muster roll register and register of wages, register of deduction, fines and advances, maintain register of overtime.
IX.	I will display an abstract of the Act and the rules in such form as may be approved by the Deputy Chief Labour Commissioner.
X.	I will display Notices showing the rates of wages, names and addresses of the Inspectors having jurisdiction at the conspicuous places at the establishment and the work-site.

	XI.	I will submit half yearly return (in duplicate).		
10	I shall comply with all applicable provisions under **THE PAYMENT OF GRATUITY ACT 1972**		Agreed	Not Applicable	Reason For Not Applicable
	I.	I will pay the due amount of gratuity **annually** to all the employees & maintain the records. The same will be shared with my employees & also with the employer during the bill submission in month of March.			
	II.	I will pay the due amount of gratuity within 30 days from the date it becomes payable to the employee, net amount not exceeding 10 lakhs; and intimate the payment done to the Controlling Authority.			
	III.	I will deposit the amount of gratuity payable with the Controlling Authority if the claimant is minor nominee/heir.			
	IV.	I will authorize an officer as a representative to receive the notices on behalf of company under the Act and Rules.			
	V.	I will obtain insurance for securing liability for payment towards gratuity from the Life Insurance Corporation of India or any other prescribed insure; as recommended in the notification.			
	VI.	I will pay the due amount of premium for renewal of insurance policy obtained for securing liability for payment of gratuity.			
	VII.	I will serve a notice of opening of the establishment in Form A to the Controlling Authority, within 30 days of the Act becoming applicable to the establishment.			
	VIII.	I will serve a notice of change in Form B to the Controlling Authority within 30 days of change in name, address, employer or nature of business.			
	IX.	I will serve notice in Form C to the Controlling Authority before 60 days of intended closure.			
	X.	I will display conspicuously a notice at or near the main entrance of the establishment in bold letters in English and in a language understood by the majority of the employees specifying the name of the officer with designation authorised by me to receive notices under the Act or the Rules.			
	XI.	I will keep nominations in safe custody.			
	XII.	I will verify the service particulars of the employee with the service details within 30 days of receipt.			
	XIII.	I will return duplicate copy of nomination form after obtaining receipt from the employee.			
	XIV.	I will deposit such amount with the Controlling Authority, payable to such employee.			
	XV.	I will send a notice in Form L to the applicant (employee/nominee/heir; as the case may be) within 15 days of receipt of the application specifying the amount of gratuity payable, fix a date for payment of it and forward a copy of the same to the Controlling Authority.			
	XVI.	I will send a notice in duplicate in Form M to the applicant (employee/nominee/heir) within 15 days of receipt of the application specifying the reason for inadmissibility and forward a copy of the same to the Controlling Authority.			

	XVII.	I will display an abstract of the Act and the Rules at or near main entrance of the establishment, in English and in language understood by the majority of employees.		
11	I shall comply with all applicable provisions under **THE MATERNITY BENEFIT ACT, 1961**		Agreed	Not Applicable	Reason For Not Applicable
	I.	I will ensure not to make the woman employee do any work which is of an arduous nature or which involves long hours of standing or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health; during the specified period.		
	II.	I will display the abstract of Rules in Form 9 in a conspicuous place in the language or languages of the locality.		
	III.	I will maintain a Maternity Benefit Register in Form 10.		
	IV.	I will ensure not to: i) dismiss or discharge the women employee on account of absence during maternity period, ii) serve notice of discharge or dismissal on such a day that the notice will expire during such absence, iii) very to her disadvantage any of the conditions of her service.		
	V.	I will give maternity leave for a period of 26 weeks.		
12	I shall comply with all applicable provisions under **THE CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986**		Agreed	Not Applicable	Reason For Not Applicable
	I.	I will ensure not to employ any child or permit to work in : i) occupations specified in Part A of the Schedule or ii) processes specified in Part B of the Schedule.		
13	I shall comply with all applicable provisions under **THE FACTORIES ACT, 1948 AND THE RULES** as & if applicable**.**		Agreed	Not Applicable	Reason For Not Applicable
14	I shall comply with all applicable provisions under **THE SHOPS AND ESTABLISHMENTS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT AND THE RULES** as & if applicable**.**		Agreed	Not Applicable	Reason For Not Applicable
15	I shall comply with all applicable provisions under **THE WEEKLY HOLIDAYS ACT, 1942.**		Agreed	Not Applicable	Reason For Not Applicable
16	I shall comply with all the applicable provisions under **THE NATIONAL AND FESTIVAL HOLIDAY ACT**		Agreed	Not Applicable	Reason For Not Applicable
	I.	I will grant leave/ holiday with wages on following 3 days, i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti).		
17	I shall comply with all applicable provisions under **THE BUILDING AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996** as & if applicable.		Agreed	Not Applicable	Reason For Not Applicable

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

Date:_____ Signature:_____

Place:_____ Name:_____

Vendor code:_____

Witness :

For The Tata Power Company Limited:

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

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

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 statues: (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

TATA POWER
Lighting up Lives!

The Tata Power Company Ltd

Undertaking by Vendor for Statutory Compliances

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

		Agreed	Not Applicable	Reason For Not Applicable
1	I/ we have the valid registration Documents *(allotment letter issued by the authorities (EPFO & ESIC) are enclosed)*:			
I.	PF registration code			
II.	ESIC registration code			

		Agreed	Not Applicable	Reason For Not Applicable
2	I/we agree that for all the manpower engaged by me/us under this contract (direct or engaged through a subcontractor), we ensure that:			
I.	Payment to all workers by 7th of every month for the salary / wages due for the preceding month through online Bank transfers and shall submit the wage register, pay slips, bank statement etc to "The Company".			
II.	Minimum wages shall be paid to all the workers.			
III.	PF & ESIC deposition and respective payment challan/ ECR shall be done on or before 12th of every month for the salary / wages for the preceding month and shall submit the copy of ECR & TRRN to "The Company".			
IV.	General Employee Compensation under the Employee Compensation Act, 1928 shall be taken for those who are outside the wage limits of ESIC applicability or location where ESIC is not applicable.			
V.	Statutory Bonus shall be paid on or before November every year.			

		Agreed	Not Applicable	Reason For Not Applicable
3	I/ We understand that incase if we default on payment of salary of statutory dues for our manpower engaged by us under this contract (direct or engaged through a subcontractor), for a particular month, Tata Power constitutes the right to pay wages or deposit statutory dues directly adjusting from our bills and shall deduct or charge 25% penalty on the total amount defaulted.			

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

	IV.	All the manpower are technically qualified as per the norms of **Power Sector Skill Council (PSSC) issued by Ministry of Power- GOI dt January 2024. (copy enclosed)**		
5	I/we shall mandatorily obtain the Labour License for all the manpower deployed under this contract (direct or engaged through subcontractor/s) to cater the entire work as per PO, if the overall number of manpower deployed under this contract exceeds the permissible limit under Contract Labour Act. The Form-V will be issued in name of my Company by Tata Power.	Agreed	Not Applicable	Reason For Not Applicable
6	I shall, in case for construction job, apply for registration under BOCW Act before start of work and obtain the said registration within a month of starting its work.	Agreed	Not Applicable	Reason For Not Applicable
7	For Clause no 6, I shall also make the payment of cess applicable under the BOCW Act for the work associated under this PO.	Agreed	Not Applicable	Reason For Not Applicable
8	I/ We understand & agree to adhere all the prevailing statutory compliances and any laws, rules & regulations which may get amended from time to time. We will be solely responsible for all the compliances including compliances by my sub-vendors & for all the workers.	Agreed	Not Applicable	Reason For Not Applicable
9	Following will be adhered:	Agreed	Not Applicable	Reason For Not Applicable
	I.	Medical fitness certificate and police verification certificate for all my workers for Gate pass process.		
	II.	Indemnify "Tata Power" from any future liability of account of statutory compliance or failure on part of me for my work in "Tata Power" in respect of all the workers including my vendors & his workers, by submitting an Indemnity Bond on non judicial stamp paper (Rs 500 non judicial stamp paper for Maharashtra state and Rs 100 for all other states or as applicable) executed by its Director/Proprietor, authorized for the purpose, and duly notarized.		
	III.	Maintain all registers under the various Acts and shall submit to "Tata Power" as and when required.		
10	I shall depute competent resource/ supervisors to ensure supervision of work, follow proper disciplinary action for misconduct, ensuring availability of all resources required to execute the contract, ensuring good work culture and behaviour among my resources as framed under the provisions of law. I will also ensure engagement and R&R of my resources as required by "The Company".	Agreed	Not Applicable	Reason For Not Applicable
11	If **"clause no 4 (iv)"** is not adhered, then I will ensure compliance to capability building by training/upskilling of the workers as per the norms of **Power Sector Skill Council (PSSC) through Tata Power Skill Development Institute (TPSDI)** and will bare all the cost of training.	Agreed	Not Applicable	Reason For Not Applicable
12	I will make the provisions for canteen, sitting arrangement, rest rooms, washing facility, first Aid, drinking water and toilet facilities for my workers. I may consult with the order manager of "The Company".	Agreed	Not Applicable	Reason For Not Applicable
13	I will constitute the "Grievance Redressal Committee" to address the grievances of our workmen deployed under the contract.	Agreed	Not Applicable	Reason For Not Applicable

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

Date:_____ Signature:_____

Place:_____ Name:_____

Vendor code:_____

Witness :

For The Tata Power Company Limited:

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

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

Annexure 1
Onboarding of Vendor

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

Annexure 2
Onboarding of Employees/ Manpower

1	I shall ensure safety training, medical check-up, police verification procedures for my employees (manpower deployed under this contract either direct or engaged through a subcontractor) as laid down for issue of gate-passes. I shall not engage any of my workers for work without a valid gate-pass or with a VISITOR GATE PASS. Violation of the above may lead to termination of the contract.	Agreed	Not Applicable	Reason For Not Applicable
2	Temporary permission is issued only for seven days only for preparing gate passes, hence I will be required to arrange for issuance of permanent gate-pass within said timeline, by submitting required documents/ information in online gate pass portal, as applicable. Under no circumstances shall temporary permission be issued for more than 7 days.	Agreed	Not Applicable	Reason For Not Applicable
I.	I will complete the process of medical fitness certificate and police verification certificate of all workers within these seven days and upload documents in ONLINE GATE PASS portal. If for any reason ONLINE GATE PASS portal is non-functional then application for gate pass will be processed through manual/other available system.			
3	Gate Passes to be processed through Online Gate Pass Portal only, as applicable. I will obtain required registration in Online Gate Pass Portal and required data and documents of workmen will be uploaded in ONLINE GATE PASS portal for generation of gate passes.	Agreed	Not Applicable	Reason For Not Applicable
4	I will facilitate transfer of PF/EPS accumulations in respect of my workers from their previous employer, if any.	Agreed	Not Applicable	Reason For Not Applicable
5	I will ensure to transfer of PF accumulations / updating KYC details of workers who will be engaged in the contract (if pending) by me within 02 months of starting of contract. Existing UAN to be continued and new UAN will not be generated.	Agreed	Not Applicable	Reason For Not Applicable
6	I will continue with existing ESI number for all covered workmen and shall complete KYC (if pending) and issue E-Pehchan card including dependents within 15 days of starting of contract.	Agreed	Not Applicable	Reason For Not Applicable

Annexure 3: Monthly compliances

		Agreed	Not Applicable	Reason For Not Applicable
1	I will submit all documents as per checklist to comply with the various statutes, statutory requirement or any other requirement as may be applicable from time to time:			
I.	**I will submit details of Muster roll, Wage Register, Workmen Register in excel format.**			
II.	I shall submit the Register of Workmen in prescribed Form, duly filled in all respects, immediately after starting the said job.			
III.	I will give Wage notification to my workmen at least one week ahead. A copy of the same shall be forwarded to "The Company" for necessary witnessing of payment and certification			
IV.	I will provide Wage Slip (as per provided format) to all my workers before disbursement of wages.			
V.	I shall disburse wages to all my employees before 7th of every subsequent month, of the previous month under intimation to "The Company" through bank transfer and shall submit a copy of bank statement to the respective compliance team of "The Company".			
VI.	I will deposit PF contribution on or before 12th of the subsequent month for the previous month wages and submit proof thereof to "The Company" by 15th of the month.			
VII.	I will deposit ESI contribution on or before 12th of the subsequent month for the previous month wages and submit proof thereof to "The Company" by 15th of the month			
VIII.	I will submit all documents as per checklist; Muster roll, Wage Register, Bank statement, Adult Register, Workmen Register, Wage Slip copies, Combined Challan & ECR & TRRN of PF deposition and Challan/ Contribution History of ESIC/ Employee Compensation Policy and all other registers including MIS Reports (Excel sheet), Employee profile to "The Company"			
IX.	I shall get my submitted statutory compliance documents verified before 15th of every month in prescribed format (checklist) provided by "The Company" and upload the same along with PF Challan & ESIC Challan with the invoice in Ariba System for obtaining statutory clearance on uploaded bills.			

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

Annexure 4
Renewal of Gate passes

1	In case of renewal of gate pass, I will initiate the application at least Fifteen days in advance in ONLINE GATE PASS portal.	Agreed	Not Applicable	Reason For Not Applicable

Annexure 5
Annual Compliances

1	I will submit all relevant returns under all applicable enactments on or within the scheduled date and submit a copy of the same to "The Company" within seven days of the scheduled date of submission.	Agreed	Not Applicable	Reason For Not Applicable

Annexure 6
Contract closure and/or F&F settlement

1	**After completion of work and before or at the time of submission of final bills**, I will ensure the following and submit proof thereof to "The Company" enabling "The Company" to release my final bills/invoices:	Agreed	Not Applicable	Reason For Not Applicable

I. All wage payments as per statute are made to all the workers (including subvendors) till the last day of their work in "The Company".

II. Compensation towards Leave with wages are disbursed to all the workers (including subvendors) till the last day of their work.

III. Statutory bonus is paid to all the workers (including subvendors) for the period of their work.

IV. Retrenchment compensation, if applicable, is paid to all the workers (including subvendors) as per eligibility. Notice is given to the workers regarding retrenchment and in absence of notice payment is given to the workers as per the enactment.

V. Gratuity is paid to all the workers (including subvendors) irrespective of the fact whether the worker has /hasn't completed 5 years of continuous service with me.

VI. Along with final payments, full & final statement is issued to all the workers engaged by me (including subvendors) for work in "The Company".

VII. No dues certificate obtained from all my employees (including subvendors) and copy submitted to "The Company".

VIII. Ensure completion of withdrawal or transfer formalities in respect of PF/EPS accumulation of all workers and submit proof thereof to "The Company" HR/IR dept after closure of contract.

IX. Submit Form VI-A to "The Company" and surrender Labour License, if issued, to concerned Labour department in case the license is no more required for work in "The Company" and obtain clearance thereof from the Licensing Authority for submission to "The Company".

X. Ensure intimation to PF & ESI authorities regarding completion of work and surrendering ESI & PF sub code obtained for execution of work at "The Company". Proof of the same will be submitted to "The Company".

XI. Cancel all gate passes in online gate pass portal & surrendering the access cards immediately upon closure of the said contract.

Annexure 7
Penalty scheme if defaulted in compliances:

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

Agreed	Not Applicable	Reason For Not Applicable

SN	Applicable Act		Compliance Requirement	Reference Annexure for Compliance Requirement	Due Date	Deduction as a % age of Monthly Bill Value
1	CL (R&A) Act	a	Possessing Valid Labour License	Annexure 8 (4)	1st day of work / Last day of existing license	5
		b	Employment Card Issuance		1st day of joining of worker	0.2
2	CL (R&A) Act / Payment of Wages Act	a	Wage payment through Cheque/NEFT to 100% of Workmen	Annexure 8 (1)	7th of following month	5
		b	Wage Slip Distribution	Annexure 8 (4)	1 day before respective wage payment	1
		c	Full & Final Settlement upon separation		30 days from last working day of individual worker	2
3	EPF (MP) Act	a	Deposit of PF contribution	Annexure 8 (5)	15th of following month	2
		b	UAN Activation with mobile linkage		30 days from date of joining of worker	0.2
4	ESI Act	a	Deposit of ESI contribution	Annexure 8 (6)	15th of following month	2
		b	ESIC & ESIC e-Pehchan Card Issuance		ESIC E-Pehchan Card- 01 days from Joining	0.2
5	Payment of Bonus Act, MW Act, PoW Act, CL (R&A) Act		Submission of Return under Bonus Act, MW Act, PoW Act & CLR Act	Annexure 8	Bonus Act-31st Dec MW Act- 31st Jan Pow Act-31st Jan CL (R&A) Act-31st Jan/ 31st July	0.5
6	CL(R&A) Act, Factories Act, BOCW Act, EPF Act, ESI Act		Maintaining of registers/ challans under CLR Act, Factories Act,	Annexure 8	20th of following month	0.5
7	Other	a	Submission of false or fake documents			10
		b	Disruption (Strike, Gate jam etc) caused to the functioning of "The Company" and Lack of disciplinary action on the worker/s.	Conducting the enquiry of the incident/s, preparing & submitting the report to Mgmt, filing of FIR in police station as & when required, taking action on the worker/s and concluding the disciplinary process. (clause 19)		10
		c	Delay in submission of statutory documents, checklist etc			1
		d	Non adherence to Gate pass, onboarding process	Annexure 1 and 2		1
					TOTAL	40.6

Annexure 8

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

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

Agreed	Not Applicable	Reason For Not Applicable

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

Agreed	Not Applicable	Reason For Not Applicable

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

Agreed	Not Applicable	Reason For Not Applicable

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

Agreed	Not Applicable	Reason For Not Applicable

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

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

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

3	I shall comply with all applicable provisions under **EQUAL REMUNERATION ACT, 1976**	Agreed	Not Applicable	Reason For Not Applicable
I.	I will pay equal remuneration to men and women workers for same work or work of a similar nature.			
II.	I shall maintain such registers and other documents in relation to the workers employed by me.			

4	I shall comply with all applicable provisions under **THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970**	Agreed	Not Applicable	Reason For Not Applicable
I.	I will provide at least 1 first aid box for every 150 workers.			
II.	I will pay wages on or before expiry of 7th day of each wage-period after the last day of wage period.			
III.	I will ensure the presence of authorized representative of Principal Employer at the place and time of disbursement of wages by me to workmen.			
IV.	I will display a notice at the work place showing: i) wage-period, ii) place of disbursement, and iii) time of disbursement.			
V.	I will keep all the records and registers at office or within the radius of 3 kms. of establishment, maintain such records and registers legibly in English, Marathi or Hindi, preserve them for a tenure of 3 calendar years from date of last entry.			
VI.	I will display the wage notice in English and Hindi or in Marathi at a conspicuous place containing the following particulars:- 1. wages, 2. working hours, 3. wage -period, 4. Date of payment of wages, 5. Name and address of the Inspector having jurisdiction, 6. Date of payment of unpaid wages.			
VII.	I will submit annual return in Form XXV in duplicate to Registering Officer before 15th February following the end of the year.			
VIII.	I will pay wages before the expiry of 1 working day from the day on which the employee is terminated.			

5	I shall comply with all applicable provisions under **THE EMPLOYEES PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952**	Agreed	Not Applicable	Reason For Not Applicable
I.	I will submit the statement within 7 days of the close of every month.			
II.	I will deduct the employee's contribution paid towards Employees Provident Fund.			
III.	I will submit the duly approved form 11 by the competent authority while claiming the exemption from the PF act for my workers. (**Not valid for the Exempted PF Trusts**).			
IV.	I will submit the ECR, Challan, TRRN etc on or before 14th of each month.			
V.	I will maintain an inspection note-book in such form as may be specified by the Commissioner.			

		Agreed	Not Applicable	Reason For Not Applicable
6	I shall comply with all applicable provisions under **THE EMPLOYEES' STATE INSURANCE ACT,1948 AND THE EMPLOYEES STATE INSURANCE (GENERAL) REGULATIONS,1950 AND THE EMPLOYEES' STATE INSURANCE RULES,1950**			
I.	I will preserve all the register maintained for a period of 5 years from the date of last entry therein.			
II.	I will register on-line on the website of Employees State Insurance within 15 days of employing the required number of employees.			
III.	I will obtain correct particular of employees as required in Form 1.			
IV.	I will send the declaration forms enclosed with Temporary Identification Certificate and a return in Form 3 within 10 days of furnishing the particulars to the appropriate office of ESIC.			
V.	I will deliver the Temporary Identification Certificate and a copy of Form 3 to the employee.			
VI.	I will take a duly filled Form 1-A from the employee having signature/thumb-impression and send it to the authority within 10 days of being furnished.			
VII.	I will enter the particulars of changes given by the employee in Form 2 and send it within 10 days to the appropriate office.			
VIII.	I will furnish information as required in Form 10.			
IX.	I will maintain an Accident Book in Form 11 and preserve it for 5 years from the date of last entry.			
X.	I will send an accident report in Form 12 to the nearest local office and Insurance Medical Officer.			
XI.	I will provide the proper first-aid and arrange proper transportation for obtaining aid and care as may be required.			
XII.	I will produce the Inspection Book on demand to the Inspector or any other person authorized by him.			
XIII.	I will immediately report the death of the workers to the local officer, in death case.			
XIV.	I will ensure that the body of deceased employee is not disposed until it has been examined by an Insurance Medical Officer.			
XV.	I will ensure that no employee is dismissed, discharged or otherwise punished at any time while he/she is in receipt of benefit for Sickness, maternity, Temporary Disablement; or i. is under medical treatment for sickness; or ii. is absent due to illness arising.			

		Agreed	Not Applicable	Reason For Not Applicable
7	I shall comply with all applicable provisions under **THE EMPLOYEE'S COMPENSATION ACT, 1923**			
I.	I will pay compensation if personal injury is caused to an employee by accident arising out of and in course of his employment.			
II.	In case of death of an employee, I will deposit with the Commissioner a sum of not less than five thousand rupees as funeral expenditure.			
III.	I will pay compensation only by deposit with the Commissioner.			
IV.	I will submit a statement to the Commissioner detailing the circumstances attending the death of the employee and indicating the grounds if he is not liable to pay compensation on account of death.			

V.	I will under any other law required to give notice to any authority of any accident occurring on his premises shall send a report to the Commissioner giving the circumstances attending the death or serious bodily injury.
VI.	If directed under a notification then I shall send a return specifying the number of injuries in respect to which the compensation has been paid during the previous year along with the amount paid.

		Agreed	Not Applicable	Reason For Not Applicable
8	I shall comply with all applicable provisions under **THE PAYMENT OF BONUS ACT, 1965**			

I.	I will pay bonus to its employee's in an accounting year provided that an employee shall be entitled to bonus if he has worked for at least thirty working days in that year.
II.	I will pay at least minimum bonus which shall be 8.33 per cent of the salary or wage earned by the employee during the accounting year or seven thousand Five hundred rupees whichever is higher.
III.	I will prepare and maintain a register showing the computation of the allocable surplus.
IV.	I will prepare and maintain a register showing details of the amount of bonus due to each of the employees, the deductions and the amount actually disbursed.
V.	I will send an annual return to the Inspector.

		Agreed	Not Applicable	Reason For Not Applicable
9	I shall comply with all applicable provisions under **THE INTER-STATE MIGRANT WORKMEN (REGULATIONS OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1979**			

I.	I will make application (in triplicate) for grant of license under the Act.
II.	I will furnish such particulars to the specified authority in the State from which an Inter-State migrant workman is recruited and in the State in which such workman is employed.
III.	I will issue to every inter-State migrant workman, a pass book.
IV.	I will furnish return in respect to every Inter-State migrant workman who ceases to be employed.
V.	I will pay wages to each Inter-State migrant workman employed by me which cannot be less than the rate of wages paid by the principal employer to a workman in the lowest category directly employed by him or minimum rate of wages, whichever is higher.
VI.	I will issue service certificate on termination of employment to the migrant workman.
VII.	I will maintain displacement-cum-outward journey allowance sheet and return journey allowance register.
VIII.	I will maintain muster roll register and register of wages, register of deduction, fines and advances, maintain register of overtime.
IX.	I will display an abstract of the Act and the rules in such form as may be approved by the Deputy Chief Labour Commissioner.
X.	I will display Notices showing the rates of wages, names and addresses of the Inspectors having jurisdiction at the conspicuous places at the establishment and the work-site.

	XI.	I will submit half yearly return (in duplicate).		
10	I shall comply with all applicable provisions under **THE PAYMENT OF GRATUITY ACT 1972**		Agreed	Not Applicable	Reason For Not Applicable
	I.	I will pay the due amount of gratuity **annually** to all the employees & maintain the records. The same will be shared with my employees & also with the employer during the bill submission in month of March.			
	II.	I will pay the due amount of gratuity within 30 days from the date it becomes payable to the employee, net amount not exceeding 10 lakhs; and intimate the payment done to the Controlling Authority.			
	III.	I will deposit the amount of gratuity payable with the Controlling Authority if the claimant is minor nominee/heir.			
	IV.	I will authorize an officer as a representative to receive the notices on behalf of company under the Act and Rules.			
	V.	I will obtain insurance for securing liability for payment towards gratuity from the Life Insurance Corporation of India or any other prescribed insure; as recommended in the notification.			
	VI.	I will pay the due amount of premium for renewal of insurance policy obtained for securing liability for payment of gratuity.			
	VII.	I will serve a notice of opening of the establishment in Form A to the Controlling Authority, within 30 days of the Act becoming applicable to the establishment.			
	VIII.	I will serve a notice of change in Form B to the Controlling Authority within 30 days of change in name, address, employer or nature of business.			
	IX.	I will serve notice in Form C to the Controlling Authority before 60 days of intended closure.			
	X.	I will display conspicuously a notice at or near the main entrance of the establishment in bold letters in English and in a language understood by the majority of the employees specifying the name of the officer with designation authorised by me to receive notices under the Act or the Rules.			
	XI.	I will keep nominations in safe custody.			
	XII.	I will verify the service particulars of the employee with the service details within 30 days of receipt.			
	XIII.	I will return duplicate copy of nomination form after obtaining receipt from the employee.			
	XIV.	I will deposit such amount with the Controlling Authority, payable to such employee.			
	XV.	I will send a notice in Form L to the applicant (employee/nominee/heir; as the case may be) within 15 days of receipt of the application specifying the amount of gratuity payable, fix a date for payment of it and forward a copy of the same to the Controlling Authority.			
	XVI.	I will send a notice in duplicate in Form M to the applicant (employee/nominee/heir) within 15 days of receipt of the application specifying the reason for inadmissibility and forward a copy of the same to the Controlling Authority.			

	XVII.	I will display an abstract of the Act and the Rules at or near main entrance of the establishment, in English and in language understood by the majority of employees.		
11	I shall comply with all applicable provisions under **THE MATERNITY BENEFIT ACT, 1961**		Agreed	Not Applicable	Reason For Not Applicable
	I.	I will ensure not to make the woman employee do any work which is of an arduous nature or which involves long hours of standing or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health; during the specified period.		
	II.	I will display the abstract of Rules in Form 9 in a conspicuous place in the language or languages of the locality.		
	III.	I will maintain a Maternity Benefit Register in Form 10.		
	IV.	I will ensure not to: i) dismiss or discharge the women employee on account of absence during maternity period, ii) serve notice of discharge or dismissal on such a day that the notice will expire during such absence, iii) very to her disadvantage any of the conditions of her service.		
	V.	I will give maternity leave for a period of 26 weeks.		
12	I shall comply with all applicable provisions under **THE CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986**		Agreed	Not Applicable	Reason For Not Applicable
	I.	I will ensure not to employ any child or permit to work in : i) occupations specified in Part A of the Schedule or ii) processes specified in Part B of the Schedule.		
13	I shall comply with all applicable provisions under **THE FACTORIES ACT, 1948 AND THE RULES** as & if applicable**.**		Agreed	Not Applicable	Reason For Not Applicable
14	I shall comply with all applicable provisions under **THE SHOPS AND ESTABLISHMENTS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT AND THE RULES** as & if applicable**.**		Agreed	Not Applicable	Reason For Not Applicable
15	I shall comply with all applicable provisions under **THE WEEKLY HOLIDAYS ACT, 1942.**		Agreed	Not Applicable	Reason For Not Applicable
16	I shall comply with all the applicable provisions under **THE NATIONAL AND FESTIVAL HOLIDAY ACT**		Agreed	Not Applicable	Reason For Not Applicable
	I.	I will grant leave/ holiday with wages on following 3 days, i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti).		
17	I shall comply with all applicable provisions under **THE BUILDING AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996** as & if applicable.		Agreed	Not Applicable	Reason For Not Applicable

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

Date:_____ Signature:_____

Place:_____ Name:_____

Vendor code:_____

Witness :

For The Tata Power Company Limited:

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

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

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 Tohmatsu 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 ≥ 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.