

Instructions to Bidder (Two bid)

File Reference: CC26VJS023 (Request to quote the said number in all communication related to this package)

The Tata Power Company Limited (TPCL) invites electronically sealed bid for **“OLA for LT Network and Meter Management Services in Mumbai Distribution”**.

Specific Instructions: Following documents form part of RFQ

1. Instruction to Bidders (ITB)
2. General Terms and Conditions Service
3. Agreed T&C (ATC)
4. Scope of work and SLA document
5. Format for Query clarification
6. Price Bid format
7. Safety Bid document
8. Formats

In case of any technical query, you are requested to contact:

Mr. R R Pote rrpote@tatapower.com (Mobile: 9930645775)

General Instructions:

1. Bid package is issued in the name of Bidder and is non-transferable.
2. Bidder shall acknowledge the receipt of the tender in Ariba 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 in 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. Bidders **must** get all their queries resolved in the RFQ stage.
6. Any deviation taken by Bidder may lead to rejection of the bid.
7. 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 the service against the tender.
8. Bidder shall give clear break-up of the basic price and the taxes and duties included in the price quoted.
9. The quantities mentioned in the tender are liable for change.
10. The award against the tender may be split among more than one bidder at the discretion of TPCL.
11. Tata Power 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.
12. Any time prior to the deadline for submission of Bid, Tata Power 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, Tata Power may, at his discretion, extend the deadline set for submission of the Bid.

13. Tata Power will not be liable for any expenses whatsoever incurred by the Bidder for the preparation, submission and opening of bids.
14. Tata Power reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on ARIBA portal, Tata Power's official e-tendering platform. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case Tata Power decides to go for RA.
15. Only those bidders who are techno-commercially qualified shall be eligible to participate further in RA process. However, the original H1 bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.

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 two different envelopes as under (online in Ariba system):

➤ **Techno-Commercial Bid (Un-priced Bid)**

Vendor is requested to submit (upload in Ariba) the following as part of Technical Bid

1. Refer Job Scope for all Technical submissions.
2. Duly filled ATC to be attached.
3. Experience certificates/PO copies.
4. Safety Bid document and supporting files.

➤ **Price Bid**

Vendor is requested to submit (upload in Ariba) **editable** copy of price bid. Price bid must be in the format given by Tata Power.

Pls refer the ANNEXURE – 1 for Accessing Ariba Sourcing for submitting quotation

1. Kindly, note that the Technical Bid shall contain no price details and offers submitted with price details are liable for rejection.
2. Price shall be entered only in the template / format provided in the Ariba system. The documents submitted along with the technical offer will also contain the undertaking that the authorised personnel are making this bid submission.
3. The bidder shall sign its proposal with the exact name 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.
4. The bid must be kept valid for **180 days** from the date of bid submission. In exceptional circumstances TPCL may solicit the bidders' consent for an extension of the validity period.

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5. Last Date of Receipt of Queries may be raised in writing by prospect bidders in order to understand Scope of Work specified in the Tender / RFP Document in case of complex requirements, seek clarity regarding spirit of various provisions specified in the Tender / RFP Document or request necessary modifications to the Tender / RFP Document.

For any clarification or queries associated with accessing the tender or submission of the offer please get in touch with Mr Vinayak Shinde at the contact details mentioned below.

Mr. Vinayak Shinde (Lead Engineer – Corporate Contracts)

The Tata Power Company Limited, Sahar Receiving Station,

Near Hotel Leela, Airport Road, Andheri (E), Mumbai 400059, Maharashtra, India

Mobile: 9029001432

Email: vinayak.shinde@tatapower.com Website: www.tatapower.com

Pre-Bid Queries if any has to be sent through compose message in Ariba System. Pre-Bid Query has to be sent only in the Query / Clarification / Deviation (QCD) Format in editable format	:	17.01.2026
Date for Tata Power to respond to the Queries	:	22.01.2026
Due date and time for submission of bids (if extended, it shall be communicated accordingly)	:	04.02.2026

6. Bidders are advised to upload the offers well before the due date so that any technical problems in doing so are addressed prior to the bid submission date and time. In electronic offer submission, the bidder will not be able to upload the offer after the due date and time of submission of bids and hence will not be eligible for further participation. TPCL shall in no way be responsible for this eventuality.
7. The bids will be evaluated by TPCL based on the information asked in this tender and those submitted by the bidder. TPCL may at its discretion ask the bidder for a clarification of its bid for evaluation and comparison of bids. The request for clarification and response should be in writing and no change in the price or substance of the bid shall be permitted unless asked for by TPCL in writing.
8. **Bidder Pre-Qualification Requirement (PQR):**
Interested parties to note that Bidder shall be required to fulfil the pre-qualification requirement / criteria mentioned below in order to qualify for the subject tender. This is the same PQR that was mentioned in open tender advertisement as well. Bidder will be required to submit relevant supporting documents against each criterion to demonstrate their qualification during the bid submission stage. Bidders not found meeting the pre-qualification requirements given below will be disqualified from the tender.

Instructions to Bidder (Two bid)

Sr No	Parameters	Tata Power Requirement	Documents to be submitted by vendor
1	Experience	The Contractor shall have minimum 3 years of experience of working with Utilities in Metro Cities for providing Services to Customers, attending to LT Cable Faults & LT Equipments, Housekeeping in CSS & DSS, maintaining Fire Extinguishers, metering jobs like Commissioning, installation, replacement & removal of energy meters.	Purchase Order Copies and Completion Certificates.
2	Technical Capability	1. Bidder should have executed 11 kV or LT work in any utility for a cumulative value of Rs. 75 Lacs in one year. 2. Single Order of Rs. 25 Lakhs pertaining the LT services should have been executed in last five years.	Necessary support documents to be submitted.
3	Safety & Statutory	The bidder should have Valid Electrical Contractor License issued by Govt of Maharashtra/ any Other State to execute the electrical works.	Bidder must submit the copy of licenses in this regard / submit an undertaking that in case they are the successful bidder, same shall be obtained by them before execution of contract by TPC-D.
4	Financial Capability	Average Annual turnover of the bidder for last three years shall not be less than Rs. 1.75 Crores	Audited P&L and Balance Sheet statements (not ITR copies) for last 3 years along with UDIN number mentioned on each document to be submitted.
5	Performance	Bidder shall submit performance certificate for minimum one year from the utility/company where they have worked directly or indirectly. In case the bidder has a previous association with TPC-D for similar products and services, the performance feedback for that bidder by Tata Power User Group shall only be considered irrespective of performance certificates issued by any third organization.	Performance certificates

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

10. Bid Security / EMD:

Bidder is required to furnish a Bid Security along with their Bid, as a Bank Guarantee (in the format prescribed in this tender) for an amount of **INR 5,00,000/-** (Indian Rupees Five Lakhs Only) as per attached format only. 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.

Pls note Tata Power bank details for EMD BG:-

Beneficiary Name – The Tata Power Co. Ltd.
Bank Name – HDFC Bank Ltd.
Branch Name – Fort Branch, Mumbai
Address – Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023.
Branch Code – 60
Bank & Branch Code – 400240015
Account No – 00600110000763
Account type – CC
IFSC Code – HDFC0000060

Address for sending original EMD BG:

To
Vinayak Janu Shinde
Lead - Corporate Contracts
The Tata Power Company Limited, 2nd Floor,
Sahar Receiving Station, Near Hotel Leela,
Sahar Airport Road, Andheri East, Mumbai-400059.
Mobile – 9029001432

ANNEXURE 1 –**1. Accessing Ariba Sourcing**

Step 1: You will get an invitation to your email from Ariba System. Keep this email, it contains your login Information and a direct link to Ariba.

Step 2: Click “Click Here” to access the Ariba Web Site.



Step 3: Define your password and secret question. Click “OK”

ARIBA SPEND MANAGEMENT

Welcome USER_TEST12 - UPM-Kummers Corporation

Expired Password

Your password has expired. Follow these instructions to complete this step: Create a new password and confirm, Select a secret question and answer [1,5] ...

Passwords are case-sensitive, and must be between 8 and 16 characters long. They can include any Latin characters and punctuation marks, and must include at least one numeral between the first and last character. They must also include at least one letter. For example, go2ariba.

The current secret answer that you have entered is different from the one that has been recorded for this user.

New Password: * [password field]

New Password (confirm): * [password field]

Secret Question: * [Who is your favorite sports team?]

Secret Answer: * [lives]

(*) indicates a required field

You expressly agree and understand that your data entered into this system may be transferred outside of the European Union or other jurisdiction where you are located, as further described in the Ariba Data Policy [Data Policy](#)

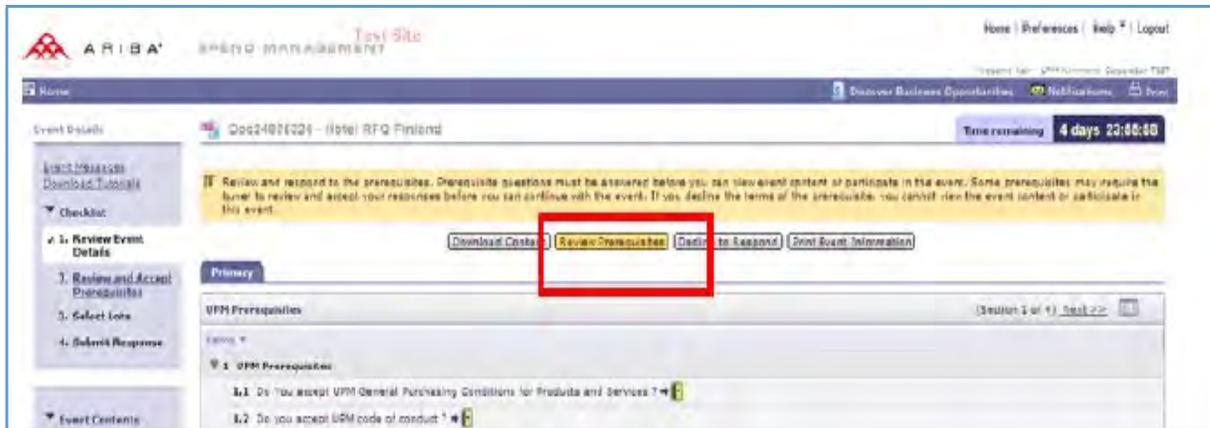
Step 4: If it's the first time you are invited to use UPM Ariba, you'll need to accept the “Participant Terms”.
Select “I accept the terms of this agreement”. Click “OK”.



2 Submitting Your Answers / Proposal

2.1.1 Review and Approve “Prerequisites”

Step 1: Click “Review Prerequisites”

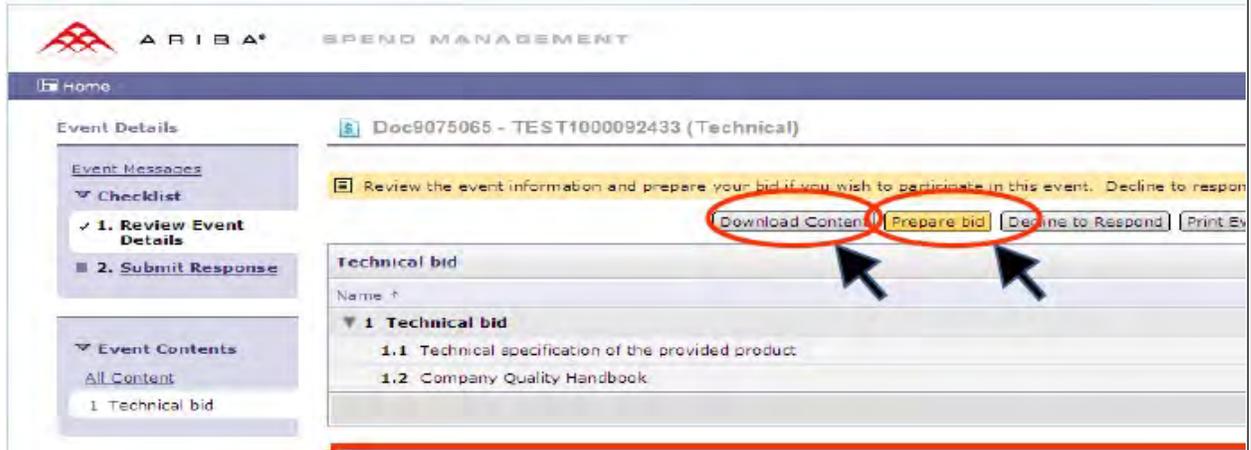


If you do not want to submit a bid, please click on the "Decline to respond" and then fill in the reason and click OK.

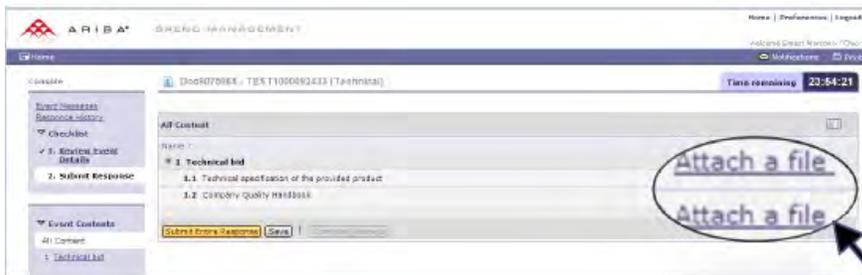


Click on button “Download Content” to download documents provided by buyer.

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Click on “Attach a file” link and then on button “Browse” to search the documents to be uploaded on the system.



For submitting the Techno commercial offer, you can attached the file.



For submitting the Price bid go for 3 Price bid

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Price Bid

Name ↑

▼ 3 Price Bid

▼ 3.1 Ash excavation and transportation

Name ↑	Price	Quant
▼ 1 Supply Total		
Please indicate the unit price for each item:		
1.1 Power Packs ⓘ	100.00 EUR	50 ea
Please indicate the unit price for power pack:		
1.2 Retaining Rings ⓘ	500.00 EUR	5 ea

All Content

Name ↑ Price Quant

▼ 1 Supply Total

Please indicate the unit price for each item:

1.1 Power Packs ⓘ	100.00 EUR	50 ea
Please indicate the unit price for power pack:		
1.2 Retaining Rings ⓘ	500.00 EUR	5 ea

Click on button “Save” to save the offer and send it afterward **or**

Click on button “Submit Entire Response” and then on “OK” to send the offer

All Content

Name ↑ Price Quant

▼ 1 Supply Total

Please indicate the unit price for each item:

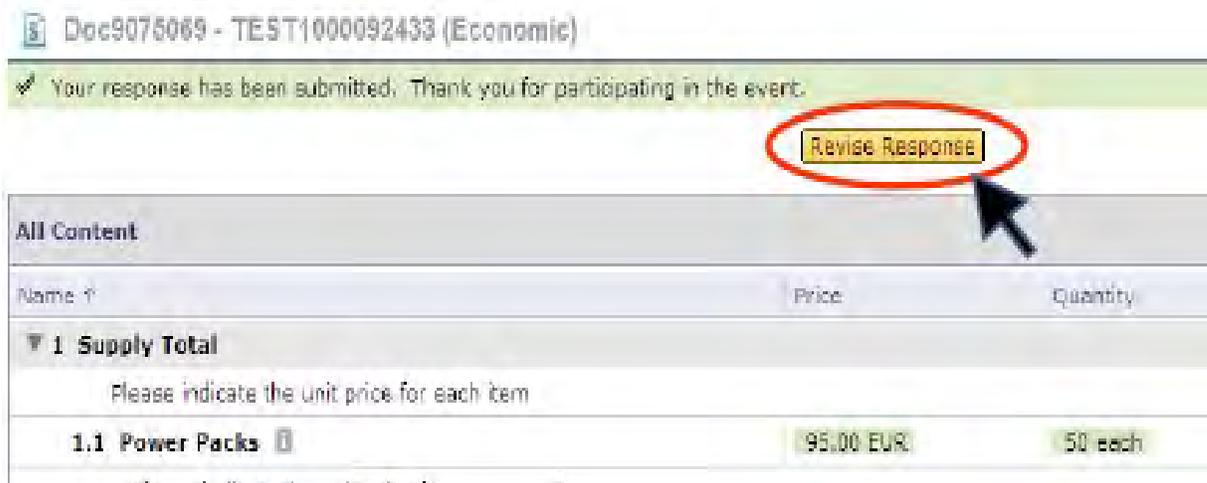
1.1 Power Packs ⓘ	100.00 EUR	50 ea
Please indicate the unit price for power pack:		
1.2 Retaining Rings ⓘ	500.00 EUR	5 ea

Submit this response?

Click OK to submit.

OK Cancel

Remember! If necessary you can review and modify your response till the event deadline by clicking on button “Revise Response”



Q :- What to do if you have a problem during the e-bidding?

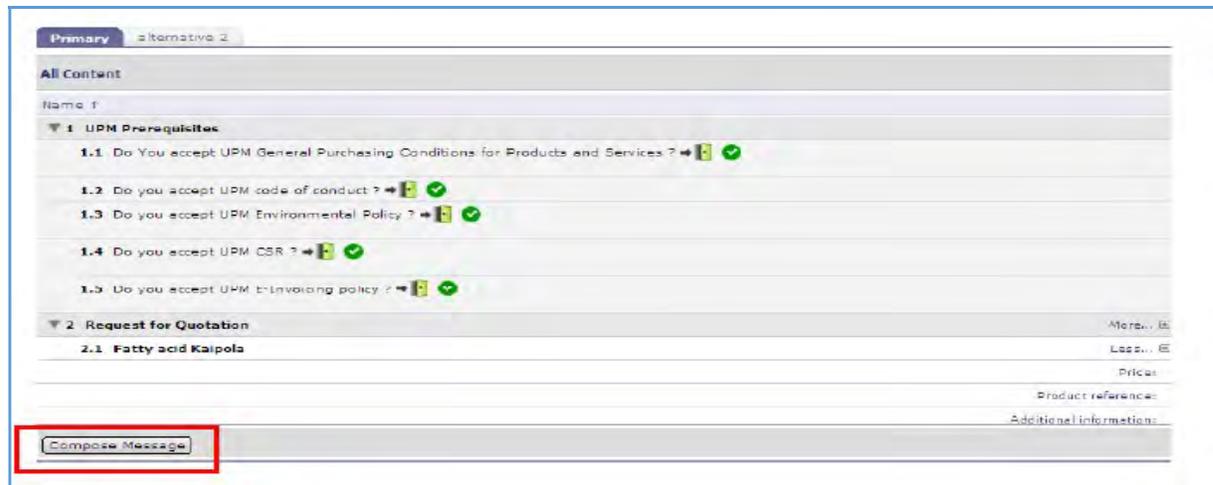
If you have any problem related the system: - **Call first Tata Power e- bidding / Auction Cell**

➤ **e-bidding/auction Cell details:-**

<u>Core team</u>		
<u>Contact Person</u>	<u>E-Mail Id</u>	<u>Contact Details</u>
Ravi Shingare	ravi.shingare@tatapower.com	9029004168

Q Communicating with Tata Power Auction team during auction

Step 1: Click “Compose Message”.



Step 2: Compose Your Message and click “Send”.

SCOPE OF WORK

Providing Services for LT Network Management in various Distribution Business Units of The Tata Power Company Ltd Mumbai licensed area for 3 years.

SCOPE OF SUPPLY

As per the enclosed four annexure all of which form an integral part of this document.

PERIOD OF CONTRACT AND WORK SCHEDULE

Period of contract will be three years from the date of accepting Outline Agreement along with all terms and conditions.

BILLING CYCLE

You shall submit bills in triplicate monthly basis along with the compliance reports as applicable to the person who is responsible for Order handling, as mentioned hereunder.

PREVENTIVE AND BREAKDOWN MAINTENANCE & RESTORATION OF SUPPLY

You shall ensure healthiness of all LT equipment, Routine Maintenance, restoration of supply by attending to LT fault , Liasioning work for obtaining LT cable fault permission, Upkeep of CSS and DSS at each locations, Upkeeping of Fire extinguishers in CSS & DSS, Providing assistance to Field Duty Engineers along with dedicated support staff for back office data entry job in all Business units- 6 no's for each zone (As per annexure -III).

PAYMENT OF TAXES AND DUTIES

You shall pay all the taxes & duties payable to Government or any local authority, in connection with all works covered by this contract, and for all materials brought on the site and for used for the work and shall indemnify TATA POWER & hold them harmless against any liability on such account.

You shall also make all payments and contributions, which may have to be made in regard to the workmen employed by you, in relation to the wages or any other emoluments of such workmen, under any statute/rules or regulations or otherwise whatsoever and shall indemnify TATA POWER against such payments. Service Tax: As applicable will be paid Extra

Note:

- 1] Please quote your STC Code
- 2] Category of service for which you are registered.
- 3] Abatement if any applicable & the %.

COMPLIANCE TO STATUTORY REQUIREMENTS

You shall bear the entire responsibility, liability and risk relating to coverage of your workforce under all the applicable statutory requirements & shall strictly follow all the Rules & Regulations mentioned in various Acts.

You shall also be solely responsible for payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave, etc. applicable as per various statutory regulations.

You shall undertake to keep Tata Power indemnified against any claim, liability or damages, whatsoever, arising from non-payments of taxes or duties by you/your sub-contractor, or by way of compensation arising from any accident to any person or property of those in your/your sub-contractors' employment, or to any other persons/properties, whomsoever, during the progress of the contract.

SUB-CONTRACTING

No work shall be sub-contracted without Tata Power's prior written approval. Tata Power has the right to instruct you to change the sub-contractor or skilled/unskilled workers in case workmanship or speed of work is not satisfactory.

EXECUTION OF WORKS

Preventive and Breakdown Maintenance work

You shall confirm to undertake the full responsibility of the assigned works for carrying out the regular maintenance of LT Distribution System comprising of 33KV-22KV-11KV-6.6KV/ 440v Substations, Consumer Substation Transformers, Switchgears, Remote terminal units / Lora Device, batteries, Fire Extinguisher, Feeder Pillars and associated equipment, service cables and associated equipment. The scope of work includes attending to emergency breakdowns, carrying out preventive maintenance of these equipment in all Distribution Business Units (06 Zones). You shall also agree to undertake any work pertaining to above LT Distribution System as may be necessary for the maintenance of equipment (Asset Base) which may be required to be carried out for the smooth working of the LT Distribution System.

You shall provide a MIS of LT network management, Fault analysis by incorporating codification of causes of failure of various equipment in the LT distribution system, the data of which is to be submitted in form of monthly report and shared with TATA Power. Or as mutually decided from time to time.

Housekeeping Schedule – CSS & DSS

1. Scope of Housekeeping

Housekeeping activities shall include cleaning of floors, panels, trenches, cable alleys, control rooms, removal of dust, cobwebs, oil stains, waste material, and general upkeep to ensure safe and orderly substation conditions. You shall ensure that CSS and DSS areas pathways, transformer yards, H-Frames, Outdoor CSS & network Sub Feeder Pillar / Mini Pillar working area are free from any vegetation. All signboards, nameplates of equipment, Lighting system, key boxes, exhaust fans, Doors, Shutters, windows are free from dirt and dust and are in operational condition. Should it be felt necessary, at any stage, Tata Power reserves the right to get required work done by other agencies & back charge the cost to you with overheads.

2. Consumer Substation (CSS)

- Housekeeping for **Consumer Substations (CSS)** shall be carried out on a **bi-monthly basis (once every two months)**.
- Each visit shall be properly recorded with date, time, and photographic evidence.

3. Distribution Substation (DSS)

- Housekeeping for **Distribution Substations (DSS)** shall be carried out on a **weekly basis**.
- Activities shall ensure continuous cleanliness, safe access to equipment, and compliance with safety norms.

4. Compliance & Records

- The contractor shall maintain a **housekeeping logbook / digital record** for each CSS and DSS.
- Records shall be produced during inspections, audits, or monthly performance reviews.

5. Non-Compliance

- Failure to adhere to the prescribed housekeeping frequency shall be treated as **non-performance**.
- Penalties or deductions as per AMC terms shall be applicable, and repeated lapses may attract further contractual action.

Updation of records

All the data collected while carrying out condition monitoring, customer feed backs, shutdown notices & new customer lead identifications etc. should be updated and converted into electronic format. All measurable parameters and defects observed during condition monitoring, releasing of new supply, disconnection of supply, attending to technical complaints, supply through DG set to be entered in system to facilitate trending, analysis and quick decision making. Vendor should also provide back up support in MIS updation with provision of data entry operator for all 06 zones. You shall conduct the maintenance work of highest quality and safety standards.

You shall ensure that all data is entered regularly in electronic format without any backlog. It is also very important that authenticity and integrity of data is maintained all levels like collection of data, security of data in hard copy format and reproducing data in electronic format etc. All data in hard copy format to be retained during contractual period and to be returned back to TATA Power at the end of contract period and termination of contract whichever is earlier.

You shall implement Annual and Monthly preventive maintenance schedule of the LT Distribution system equipment in consultation & coordination with respective Field Duty engineer/Specialist/Network Manager/ Zonal Head. The Specialist for the respective zone would be the Engineer In-charge for the contract. Deviation report showing mismatch with reasons between actual and scheduled should be furnished in the monthly maintenance report.

You shall follow "Performance based measurement System" as mentioned under this contract for handling procedures related to LT Distribution System maintenance.

STORAGE

All heavy materials are to be handled with care to avoid damage during loading / unloading. Any items requiring special storage shall be done entirely at your cost and responsibility.

SAFETY

You shall abide by the safety policies and procedures laid down by Tata Power. You shall, for the duration of the job, provide & maintain in good order & condition all the requisite protective apparel & safety equipment for all your workmen & staff engaged for the work, and shall ensure that protective apparel/equipment are used on job, by all your supervisor & staff. All staff working on field should be certified by TPSDI (TATA Power Skill Development Institute) as well as shall obtain LT Safety Tagging from respective zone & Tata Power safety officer. You shall deploy safety officer to impart regular safety training, carry out safety observation etc.

Compliance to safety as per attached annexure

Tata Power will have the full right to remove such workmen & staff, who do not follow safety rule or avoid wearing safety apparels.

You shall take adequate care about fire protection. You shall strictly follow work permit / welding permit systems, prevalent at site.

You shall, at all times, be fully responsible for any injury to any person or damage to any property, including third party, attributable to your personnel. You shall arrange to hold TATA POWER indemnified against such injury or damage caused by your personnel.

SECURITY

You shall strictly follow security instruction at premises/site and proper control on movement of your men/ materials, entry of your personnel in company premises shall be with valid entry passes only, issued & approved by Company's security. You shall implement, at your cost, the procedures for entry passes, which have to be revalidated at the beginning of every month. At the end of the contract period, all the entry passes shall be deposited by you with Company's Administration Dept. All vehicles used for the purpose of LT distribution maintenance job should be fitted with VTS (Vehicle tracking system) device supplied by TATA Power. Vendor shall ensure that VTS device remain in working condition at all times. If any deliberate attempt is found in tampering the device then action will be taken against vendor. You shall record entry of all incoming materials, at Company's Security Gate, as no materials including those which are returnable, will be permitted to be removed, if not recorded at the time of entry. All materials shall be taken out of Company premises, against valid Gate passes only.

WORKMAN'S COMPENSATION POLICY / CONTRACT LABOUR ACT

You shall be solely liable for any accident or injury or loss of life or damage / suffering to its personnel on any account, including militant / terrorist or similar activity that may happen to any of your personnel engaged in connection with performance of this Contract, including any consequential damages. Tata Power shall not be liable in respect of any damage or compensation payable as per law in respect of, or in consequence of any accident or injury to any personnel in your / your sub-contractors' employment and you shall indemnify and keep indemnified Tata Power against all such claims, damages, compensations and such proceedings which may be sought against The Tata Power Company Ltd.

You shall forthwith report in writing to Tata Power all cases of accidents to any of your / your sub-contractors' personnel and shall make every arrangement to render complete assistance and aid to the victims of the accidents. You will take insurance for your own workers / contract workers to cover under Workmen's Compensation act and shall rigidly follow all the stipulations for Contract Labour Act. Insurance Policy under Workmen's Compensation Act shall, cover your employees, all construction equipment

and third-party liability. In respect of all Labour, directly or indirectly, employed by you at site you shall comply with the provisions of all legislation and rules of the State / Centre or other local authority, framed from time to time governing the protection of health, sanitary requirements, wages, welfare, amenities like drinking water, first aid and other medical help and safety for your / your sub-contractors Labour employed on such work. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of registers, workmen compensation etc will be deemed to be part of the Contract and shall be strictly complied with by you. You shall at all times indemnify and keep indemnified TATA POWER against all claims for compensation under the various labour rules and regulations. You shall arrange transport facility for attending duty and return. You shall arrange at your cost necessary medical facilities at Site for your / your sub-contractors personnel.

You shall ensure total compliance with all statutory requirements, laws and / or acts and shall duly indemnify Tata Power from any liability whatsoever arising out of noncompliance of such statutory requirements, laws and / or acts. Further, Tata Power shall reserve the right to withhold adequate retention money against payment due to you in the event you are found to be not complying with any of the terms and conditions, in reference to the above, including statutory conditions, whatsoever applicable. You shall obtain necessary labour license before commencement of the work and shall bear all liabilities in this regard. You shall submit monthly returns to authorities to Tata Power confirming payments of minimum wages along with other statutory benefits including P.F. & ESI etc, to the personnel deployed by them as well as their sub-contractors at the site in accordance with applicable laws (You must separately intimate Tata Power their P.F. & ESI no. along with the acceptance of this order).

Retrenchment of workmen, if any, done by you shall be in accordance with the applicable laws and all payouts shall be borne by you. Under no circumstances Tata Power shall be held responsible for payment to your / your sub-contractors' personnel. Further, Tata Power shall not be held responsible for non-compliance of PF, ESI or other statutory laws and procedures applicable to Workman employed by your / your sub-contractor.

Site Visit

Prior to making your offer, you are to visit the site to ascertain actual conditions and obtain all clarifications. All future correspondence regarding this Order shall be addressed to the above-mentioned person.

Deployment of Workforce at Site:

On allocation of Purchase Order, you shall deploy your team (independent team for LT network Management) in advance & work at least 15 days in parallel with the existing team and get educated with the function and locations as part of Training & readiness. Your team will be assessed by Tata Power Team for competitiveness, before allowing independent duties. Payment will be begin only after taking independent charge.

TERMINATION

Tata Power reserves the right to terminate this Order by providing **one (1) month's prior notice**. Tata Power further reserves the right to **terminate the Order at any time during the tenure**, without notice, if the performance or execution of work is found **unsatisfactory on any account**. In such event, **no claim whatsoever** shall be entertained by Tata Power. Such termination shall **not absolve the Contractor of any liabilities or obligations** arising under this Order.

In the event of **default by the Contractor**, Tata Power shall have the right to **complete the work through alternative means or agencies**. All costs incurred for such completion, including applicable **overheads**, shall be **back-charged to the Contractor**. Tata Power shall be entitled to **recover such back-charged amounts** from any payments due or becoming due to the Contractor under this Order, without prejudice to any other rights or remedies available to Tata Power.

GENERAL CONDITIONS OF CONTRACT (GCC)

All terms and conditions as per GCC, shall be applicable to this tender, along with the specifications & site rules applicable to all works in the area. You shall agree to abide by them, unconditionally, Copy of GCC available at site and enclosed herewith. In case you do not wish to quote at this time but would like to continue our active list, please send a regret letter.

SPECIFICATIONS

A) Performance based productivity linked LT Network Management Service Contract

1. Scope of Work

The scope of this activity covers servicing and O & M activity of LT distribution network and customers round the clock for the following Zones:

- Distribution Business Unit- North Zone
- Distribution Business Unit- West Zone
- Distribution Business Unit- Metro Zone
- Distribution Business Unit- Urban Zone
- Distribution Business Unit- City Zone
- Distribution Business Unit- East Zone

Each Distribution Business unit is subdivided into subzones as mentioned in Annexure III.

The above Zones are located in the Mumbai licensed area of Tata Power and are servicing different category of consumers such as Essential, Industrial, Commercial and Residential.

The Contractor shall note that the customer data gathered while servicing them shall be

treated as confidential & not shared with any party other than Tata Power.

This tender document defines the service deliverables and performance standards as per Annexure I. The Contractor shall provide work groups & necessary tools and tackles, communication and transport facility to carry out the job at site. The work group shall consist of Supervisors & Technicians with minimum qualifications required (As per item 2 below), who will carry out the job as per the laid down procedure (e.g. release, work permit) under overall guidance of TATA POWER engineers. It is the responsibility of the contractor to comply with qualification and other statutory norms in electricity act and other relevant acts as applicable

The safety PPE (hand gloves, safety shoes, goggles, safety helmet & driving safety helmets etc.), appropriate tools & tackles for site activities, also raincoats & uniform shall be provided by the Contractor.

Due Safety precautions must be taken by the work group during work and contractor's supervisors will be solely responsible for site activities and ensure adherence to safety policies and procedures of TATA POWER. For carrying out any work in operational area contractor will ensure that minimum two technicians are available at site.

2. Qualification requirement

All employees must be trained in use of PPEs and basic electrical safety. They should be well versed handling tools and testing equipment like Fuse puller Multimeter, Megger, Test lamp, Tongue tester, Thermovision camera, Ultrasonic Detector etc.

For Supervisor

- Should be an Electrical Graduate Engineer (At least minimum One Year experience) / Electrical Diploma Engineer (At least three years of experience) in handling of distribution system and preferably PWD supervisory license.
- Should possess working knowledge of meters, testing practices & be conversant with various type of equipment used in distribution system.
- Should have effective communication skills.
- Should have capacity to deal with customer with due politeness & curtsy.
- Shall be fully conversant with safety practices and first Aid practices.
- Should be able to drive two wheelers and having valid license for it.
- Should be in sound health state to be able to work in shifts.

- Should be able to speak, read, and write at least two languages Hindi and English. Knowledge of Marathi is desirable.
- Should have ability to carry analysis and find out root causes for the observed defects
- Should have knowledge of all critical procedures such as Excavation, Shoring slopping, Working at Height, Confined space, Scaffolds, Mobile crane safety , Heavy Equipment , LOTO etc.
- Should be certified at Tata Power Skill Development Institute (TPSDI) for L3 training.
- Should be conversant and hands on experience on IT gadgets e.g. desktop/ laptop handling, Tablet & mobile applications like monitoring & handling complaints system, safety observation reporting, dynamic forms filling etc.
- Should clear the LT safety tagging certification in coordination with respective Zonal in charge and Tata Power Safety officer.

For Technician:

- Should have PWD wireman license.
- Shall have at least Two years' experience of electrical wiring and working on LT live equipment's
- Shall be fully conversant with Electrical tools, equipment & their use in live panels.
- Should be familiar with safety procedures & tagging systems, artificial respiration, first aid and firefighting practices.
- Should have capacity to talk with customer with due politeness & curtsy.
- Should be able to drive two-wheeler and having valid license for it.
- Should be in sound health state to be able to work in shifts.
- Should be able to read and operate measuring instruments like Multimeters, IR Tester, Thermo vision camera, Ultrasonic Detector, Earthing tester etc.
- Should be able to speak, read, and write at least two languages Hindi and English. Knowledge of Marathi is desirable.
- Technician who works as Jointers should possess Jointer certificate same should submitted to Tata Power.
- Should have knowledge of procedure like working at Height, PTW, JSA , Electrical Safety, Excavation, Shoring and slopping, LOTO, Confined Space, Scaffolds etc.
- Should be certified at Tata Power Skill Development Institute (TPSDI) for L1 & Job specific L2 training. Supervisor must be TPSDI L3 certified.
- Should be familiar & conversant with desktop/ laptop, Tablet & mobile applications like monitoring & handling complaints system, safety observation reporting, dynamic forms filling etc.

- Should clear the LT safety tagging certification in coordination with respective Zonal in charge and Tata Power Safety officer

For Data Entry Operator:

- Should be Graduate of any stream, preferably female candidate.
- Should be able to speak, read, and write two languages Hindi and English. Knowledge of Marathi is desirable.
- Should have knowledge for working in Advance Excel, Word and Power Point and skill of making various MIS data.
- Downloading data from various devices/applications such as GIS Thermovision Camera, Ultrasonic detectors etc.

Shift Schedule & Duty Hours Compliance

1. Mandatory Shift Schedule

The contractor shall deploy manpower strictly as per the **approved shift schedule** issued.

Any deviation from the approved shift roster shall be permitted **only with prior written approval from TPC-D.**

2. Adherence to Duty Hours

➤ All personnel engaged under the AMC shall **strictly adhere to assigned duty hours.**

➤ Early departure, late reporting, or absence during assigned duty hours shall be treated as **non-compliance.**

➤ Each individual employee deployed under this contract shall **not work beyond a maximum of 16 (sixteen) hours of duty in any 24-hour period,** under any circumstances.

➤ Any employee proposed to be deployed for a **double shift** shall do so **only after obtaining prior approval from TPC-D** representative.

➤ Deployment of any employee on double shift **without prior approval from TPC-D** shall be treated as **serious breach of contract** and may attract penalties, payment deductions, or other contractual action.

3. Minimum Manpower Availability

The contractor shall ensure 100% availability of required manpower, as per already mention criteria during all shifts, including holidays, weekends, and emergency conditions, as per the approved deployment plan

4. Attendance & Monitoring

➤ Attendance shall be recorded through **biometric / muster roll / digital attendance system** as specified by the Owner.

➤ Attendance records shall be made available for **audit and verification** along with monthly bills.

5. Non-Compliance & Deductions

➤ Any shortfall in manpower, unauthorized absence, or violation of shift timing shall attract **proportionate deductions** from AMC payments.

➤ Repeated violations may result in **penalties, withholding of payments, or termination of contract,** at the discretion of the Owner.

6. Emergency & Extended Duty

During fault conditions, emergencies, or system exigencies, manpower may be required to work **extended hours or additional shifts** without additional cost to the Owner, unless otherwise specified in the contract.

Responsibility of Contractor

The contractor shall be solely responsible for:

- Compliance with labour laws
- Shift rotation
- Reliever arrangements
- Fatigue management of staff

4. Tools and Tackles require for servicing

Each tool kit of group will carry followings

1. Multi meter of a standard company (Meco, Motwane, Rishabh, CATU)
2. Set of pliers (Taparia or equivalent make)
3. Test Lamp (As per given sample)
4. Safety Hand Gloves (Job Specific)
5. Set of Screw Drivers with insulated sleeves (6", 12" and 18")
6. Contactless voltage detector Tester
7. Set of open and Ring spanners with insulating sleeves (from 8 to 32 size)
8. Adjustable spanner
9. Tongue Tester of appropriate Jaw size of a reputed make (Meco, Motwane, Rishabh, CATU)
10. Fuse Pullar with insulated extended arms (Tata Power Approved)
11. Cutters with insulated sleeves
12. Hammer (Medium Size)
13. Hacksaw Cutter with blades.
14. Lug crimping tools (Mechanical for 2.5 sq. mm to 16 sq. mm and Hydraulic for up to 400 sq. mm lugs)
15. Set of files
16. Measuring Tape (3 meter, 50 Meter)
17. Allen key set (Taparia)
18. LED Torch
19. Digital Insulation Resistance Tester - 1000 /500 Volts (Motwane Make)
20. Air blower (Battery operated)

21. Nut Driver (Battery operated)
22. Painting Brush for cleaning.
23. Insulation cutting Knife.
24. Set of Philips Screw Drivers.
25. Laptop with latest version of windows, Microsoft office and data card with 4G/5G speed.
26. Deskjet printer & Scanner
27. Mobile Tablet (As per Tata Power Specs)
28. Earthing resistance tester
29. Thermovision Camera (As per Tata Power Specs)
30. Earth leakage tester (FLIR)
31. Electrical Distribution board with 30mA ELCB & industrial plug socket
32. ELCB tester
33. Shorting Link (R, Y B & N, 16sqmm Cu insulting wire with heavy duty insulated clip, 5 mtrs)
34. Torque wrench (Taparia)

All tools should be new at time of awarding of contract & shall be in service worthy conditions during contract duration, with appropriate size toolbox for storage. Vendor should provide a tool carry bags to carry necessary tools at site. Conditions of tools will be inspected by Tata Power Engineers & safety officers, and they reserve the right to reject defective and nonstandard tools. All measuring equipment should have valid calibration and same to be submitted to Tata Power at the beginning of year and renewed before due date.

5 Consumable Materials to be provided

- 1) Cheese cloth
- 2) DW40 / CRC C26
- 3) Grease
- 4) Sandpapers
- 5) Insulating Tapes (R,Y,B & N)
- 6) Permanent Markers
- 7) Ceramic paste (for lug crimping)

- 8) Stationary. (all normal requirements including stencil 1 & 2Inch)
- 9) Fuse wires (100,60,40,32,15 and 10 amps)
- 10) Suitable battery cell for multimeter & battery-operated tools as and when requirement
- 11) Suitable sacks for carrying Themovision camera,
Ultrasonic Detectors
- 12) Lubricants
- 13) Sealant Gun
- 14) Aluminum Lugs and sleeves (Sizes,16, 35, 70, 95, 120, 185, 240, 300, 400 sq mm)

6 Safety

Safety apparels to be provided to all The employees (BIS Certified)

- a. Safety Shoes
- b. Safety Helmet
- c. Helmet with face shield
- d. Hand Gloves (Insulated)
- e. Plain Safety Glasses
- f. Arc Suit (As per Tata Power Specs)
- g. Reflective Jacket
- h. Crash helmets for both bike riders
- i. Any other PPE as per site requirement

Contractor will train his staff for safety and First Aid. Vendor shall observe that all applicable safety rules .and practices required for working on LT electrical equipment. All above PPE will compulsory be worn while executing jobs. Vendor will submit a certificate that employee is certified in giving first aid from renowned institutions such as St. John Ambulance.

Vendor shall ensure that each work group is equipped with first aid kit having suitable unexpired medicines at all times while on the job.

Safety performance measures

Safety performance will be measured as per annexure IV.

5. Statutory Requirements.

1. Contractor will pay ESIC payment for each employee and will submit receipts of the same to our office.
2. Contractor will pay PF contribution for each employee and will submit receipts of the same to our office
3. Contractor will require to submit registration, under labour Act, Shops and Establishment act and profession tax
4. Registration under Service tax and welfare board registration will be submitted our office by the contractor.
5. PAN no to be submitted to our office.
6. Contractor should have ISO-9001:2015, ISO-14001:2015, ISO 45001:2018 valid certification. Bills will be processed only after submission of statutory requirements and no payment will be entertained whatsoever.

6. Service Standards

To be adhered as per Annexure II. Penalty will be levied as per activities limited to 10 % of total monthly bill. Incentive will be granted as per activities up to Maximum 1 % of the contractual value per month payable.

Penalty pertaining to Metering activities are as per Metering SLA mentioned in Annexure-II separately.

7. Transfers and Recruitments of new employees.

Contractor shall not transfer an existing employee between Zones without written approval of Zonal Heads/Network Manager.

New joinees will take charge only after LT safety tagging clearance from respective Zonal Head.

8. Facilities In the scope of Tata Power

1. Provision of sitting space for the group to function as well as for Data Operator
2. Provision of General-purpose water
3. Table and Chairs (one table and four Chairs.)
4. Drinking Water

9. Facilities to be provided by Contractor

1. Uniform to all employees
2. Individual Arc Suit to all employees
3. Desktop & Printer (Preferably Recent Configuration) in service worthy condition
4. Laptop (Required by Data Operator)
5. Summer Caps
6. Monsoon wears
7. Storage for use of each group
8. Back-office support
9. Separate two-wheeler bikes (bike age should not be more than 5 years old) one for two technician and other for Supervisor.
10. Timely Servicing for Bikes & availability of petrol in bikes to ensure healthy condition at all times.

10. Scope of Liabilities

1. Accident while traveling or third-party claim
2. Any financial Liabilities arising out of accident to the contractor's employee
3. consequential expenses due to wrong wiring, wrong operation of equipment and misbehavior with customer or public
4. Liabilities due to loss of Mobile, Tablet and miss use of it.

11. Behavioural Aspects of contractor's employees

1. Punctual
2. Pleasant personality
3. Trustworthy
4. Integrity
5. Customer friendly
6. Customer focused approached
7. Commitment and dedication for the work

8. Risk averse ness

9. Polite

12. Scope of LT Cable Fault Services

Contractor shall be fully responsible for:

- Fault detection and localization LT cables
- Excavation coordination and cable exposure
- Fault rectification (jointing, replacement of damaged section)
- Restoration of supply and backfilling of excavated pit
- Providing the LT cable Joint details such as Make, Sr. No., Location of Joint, photograph of joint before & after , Jointer name etc.
- Contractor shall attend the pending LT cable faults as per mutually agreed timelines(Maximum upto 3 months) at the time of award of contract.

13. Performance Linked to LT Cable Fault Repair

Payment Basis

Payment for LT AMC services shall be performance-based and linked to the repair and restoration status of LT cable faults assigned under the scope of work.

1. Linkage with LT Cable Fault PO

- In case any LT cable fault assigned to the contractor remains unrepaired beyond the approved **SLA/10 days for CC & 5 days for non CC**, the corresponding AMC payment amount equivalent to the applicable LT cable fault PO value shall be withheld.
- The withheld amount shall be calculated at the prevailing LT cable fault repair rate as per the awarded PO / Schedule of Rates/ **at the discretion of TPC-D.**

2. Condition for Release of Withheld Amount

- The withheld AMC amount shall be released only after successful repair, testing, and restoration of the LT cable fault, duly certified by the authorized representative of TPC-D.
- No interest shall be payable on the withheld amount for the period of delay.

3. Partial Repairs

- Temporary restoration or partial repair shall not be considered as fault closure, unless specifically approved in writing by the TPC-D.

4. Right of Adjustment

- The TPC-D reserves the right to adjust the withheld AMC amount against any penalties, damages, or additional repair costs charged by external agencies due to

non-compliance or delay by the contractor.

5. No Waiver of SLA

- Holding of AMC payment shall be in addition to applicable SLA penalties. SLA penalties shall not be waived off.

14. Special conditions.

1. Contractor should submit monthly shift schedule to the zonal in charge a week in advance for approval.
2. Contractor's staff will not make comments on equipment or give any commitment on Tata Power's Behalf to the customers without consulting in charge engineer of Tata Power.
3. Contractors' employees will wear identity batch and take necessary permissions to enter customer's premises
4. Contractor's staff should always reply to customer's queries in polite and respectful manner.
5. If any contractor's person is on leave a suitable replacement will be made by the contractor with prior approval from respective Zonal Heads/Network Manager.
6. Daily activity reports, weekly dashboard / summary reports & monthly activity reports to be submitted to TATA POWER engineers and all work related records to be maintained.
7. Contractor should submit performance report as per Tata Power format at the end of Month along with monthly bill.

8. Contact Details for queries

Business Unit North Zone	Mr D S Patil 9867344699 /Mr Prakash Devadiga 9223589443/ Mr Jagdish Kamble 8450958423
Business Unit West Zone	Mr Sandip Kundargi 9223589442 /Mr Tushar Rahatal 9223582008

Business Unit City Zone	Mr Rajendra Sethiya 9818100395/ Mr K V Shamith 9223503717
Business Unit Urban Zone	Mr Vikas Joshi 9029010336/ Mrs Rani Sinha 9029016608
Business Unit Metro Zone	Mr Firoz Havaladar 9223501316/Mr I M Gore 9223589454
Business Unit East Zone	Mr V B Patil 9223589450/Mr S S Parab 9930548368 / Mr Rajesh Rajgurav 7208000540

ANNEXURE I

General Conditions of Contract

1. A service as per the performance standards is the essence of the contract. Contract will be cancelled with a notice of 1 month if performance is not found satisfactory and loss on account of this will not be paid by the TATA POWER.
2. Fluctuations in the prices of any materials or equipment or labour etc., shall not be taken into account either for compensation for damage or for extra time for completion. However statutory taxes if varied after the 'submission date or its valid extensions if any, shall be applicable for payment at actuals on productions of relevant papers. The validity of the tender for acceptance shall be 60 days.
3. Watch and ward in respect of all plants and machinery at site for use in work shall be the contractor's sole responsibility.
4. The contractor shall have to make his own arrangements to house his labour and staff and for their services outside Company's premises.
5. All instructions regarding the execution of Service shall be received from the Field Duty Engineers or Call Center of specific Zones only. Any other instructions issued directly to the contractor by anyone else shall not be binding on the TATA Power. The contractor entrusted with the work shall indemnify the TATA Power against theft, mishaps during work and injury to workmen, damage to persons, property etc. He shall make good the damage at his own cost and risk.
6. The TATA Power Co. Ltd., shall have the power to omit or cancel, add / or alter any item of work without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions, alterations, additions and cancellations other than taking in account the cost involved for such changes to be plus or minus, and the cost shall be arrived at by the TATA Power taking into consideration the market rates, site conditions, etc.

7. The contractor shall maintain satisfactory progress of work as well as maintain the desired standard of workmanship. He shall submit progress reports on a monthly basis to the respective zones in the format approved by TATA Power. If in the opinion of the progress is unsatisfactory and / or the workmanship is unsatisfactory, the in charge engineer/Field Duty Engineer shall advise the TATA Power to cancel the contract with a notice of 1 month.

8. In case the in charge Engineers/Field Duty Engineer of the TATA Power are not satisfied with the quality of materials and tools used by the contractors, they reserve the right to reject such materials / work and direct the contractor to change / procure the same for which assistance can be sought from the In charge Engineers/Field Duty Engineer of the TATA Power.

10. The contractor shall not, without the written consent of the TATA POWER assign the agreement or sublet any portion of works.

The quoted rates shall be all inclusive and cover the cost of all materials, freight, duties, royalties, testing of material, tools and tackles, plant and equipment, supervision, overheads, profit, wastage, reworking and any other expenditure incurred for completion of work as per specifications except statutory taxes such as vat & service tax as applicable, which shall be shown separately. *loss or any damage by extensive fire not caused by an act or a default on the part of the contractor, by earthquake or civil commotion, strikes or lockouts affecting any of the trade employed upon the works, then the TATA POWER shall make fair and reasonable extension of time for completion' of works.* Upon the happening of any such event, causing delay, the contractor shall immediately give notice thereof in writing to the TATA POWER and the TATA POWER in all such eventualities agrees, without accepting any contractual obligations in this behalf, to assist the contractor to the utmost extent possible to meet the situation. If no such notice as mentioned above is given within 7 days of happening of such event, no consideration for extra time on this account will be given. No claim for damage or compensation will be entertained on this account and the decision of TATA POWER will be final and binding on all

11. **Payment of 80%** of the monthly contract value shall be made to contractor every month, **after deduction of withheld amount as per point no.10.1**, within a month from submission of bills to Engineer In-Charge/ Field Duty Engineer subject to fulfilment of statutory contractual obligations. Contractor shall raise bill(s) on monthly basis to Tata Power as per the performance-based criteria.

The actual achievement in terms of results achieved under each of the performance Measurement criteria shall be submitted by the contractor to Engineer In-Charge/ Field Duty Engineer. The details of performance measurement shall be submitted by contractor every month, to Network Manager/Zonal Heads for balance payment based on the actual achievement by contractor. Performance evaluation will be carried out jointly by Engineer-in-Charge/ Field Duty Engineer and representative from contractor side and

factored in for the release of balance payment. Bills submitted with incomplete measurements criteria will not be accepted.

12. The contractor shall acquaint himself with the site conditions, local traffic regulations, local authority regulations, availability of materials, labour tax structure, etc., and quote rates accordingly. No extra charges/increase in rates shall be allowed on any of these or any other accounts.

13. The contractor shall have a competent supervisor /Engineer on the site all the time.

14. The contractor and / or his authorized representative will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the contractor.

15. Payment shall not be released to any contractor if there are damage to another contractors work / Tata Power property.

16. Payment shall not be released to any contractor if there is a reasonable doubt that the contract cannot be completed for the balance then unpaid..

18. A deduction for uncorrected works, If Tata Power's Engineer deems it inexpedient to correct work damages or not done in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

19. ARBITRATION: (UNDER ARBITRATION CONCILIATION ACT, 1996)

20. All disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the work (whether during the progress of the works or after its completion and whether before, or after determination, abandonment or breach of the Contract) shall be referred to and settled by "The TATA POWER" who shall state his decision in writing. The decision of the TATA POWER with respect to any of the excepted matters shall be final & without appeal.

21. I / We hereby declare that I/We have read and understood the above terms and conditions and that we shall abide by them if the work is awarded to us.

Annexure II

	Activity	Frequency	Target
	a1: Preventive & Breakdown Maintenance		
	Thermovision Scanning of equipment in CSS. (Thermo vision camera is to be procured and maintained by vendor)	Once in a month	All CSS
	Thermovision Scanning of equipment in Consumer Meter Room. (Thermovision camera is to be procured and maintained by vendor)	Industrial/Com/Residential	All Consumers
	Checking loading of LT cables	Once in a month	All CSS during peak loads
	Checking Neutral Current and Carrying out load balancing. In case of neutral current above limits, load balancing needs to be done by discussing with customer	As and when required	Neutral current < 10 % of phase current at the time of peak load
	Attending to LT heating problems > 70 degrees	As and when observed	Within 5 days
	Distribution of shutdown notices	As and when required	Within two days
	Keeping OLTC operation counter records & reporting its defects if any	Daily for DSS	ALL DSS
	Monitoring & keeping record of loading of 22KV/ 11KV feeders in DSS	Daily for DSS	
	Assisting in connections of the transformers with outgoing LT cables.	As and when required	2 hours
	Inspection of substation as per the checklist	Once in a month for CSS	All CSS
		Daily for DSS	ALL DSS
	Stenciling work on Switchgear Panels, Transformer, Substations, Feeder Pillar, Lighting Poles, SFUs etc.	As and when required	All Equipment is CSS & Metering Rooms.
	Dressing of LT cable	As and when required	Within 2 hours
	Earth resistance to be taken at all stations	Yearly	Completion of allotted CSS between March-May

	Report on theft / misuse cases	As and when observed	Immediately
	Replacement of LT equipment like SFU's, CT's, Panel Wiring, Fuse Base, Cut-outs	As and when required	SFU 2 hours
			CT's 2 hours
			Wiring 2 hours, Fuse base 2 hours, Cut-out 1 hour
	Meter readings	As and when required	
	Monitoring of DAS (RTU, FRTU, LORA etc.) at DSS/ CSS as per the checklist.	As and when required	ALL CSS with DAS
	Assisting TATA Power Engineer in attending to DAS breakdown and routine maintenance	As and when required	Within 2 hours
	Load verification for technical feasibility as per requirement by TATA Powers engineer	As and when required	Average 20 no's/ Month
	Supervising material movement from distribution / consumer s/s to stores and vice versa under TATA POWER maint. Engr. guidance. (As per Requirements)	As and when required	Average 10 no's/ Month
	Housekeeping & Vegetation removal at CSS , DSS & Network Sub FDP / MP	Monthly for CSS	All DSS & CSS including H-Frames.
		Weekly for DSS	
	Maintaining the records for temperature loading of LT & feeder pillars	Monthly	All CSS, H-Frames & Feeder Pillars
	Updation of SLDs and GIS records related to LT network changes	As and when required	Average 10 nos/ Month
	Ultrasonic detection of all CSS/DSS in allotted area	Quarterly	All CSS & DSS
	Monitoring of all Fire Extinguisher in CSS/DSS in allotted area	Quarterly	All CSS & DSS
	Ensuring Refurbishment of all Fire Extinguisher in CSS/DSS in allotted area	Once in 3 year	All CSS & DSS
	Installation & replacement of defective electrical fitting & switches and exhaust fan in CSS and DSS	As & when	All CSS & DSS
	Patrolling of LT network and submit excavation report	Daily	All CSS & DSS

	a2: Restoration of supply		
	Replacement of fuses 5 A to 800 A	As and when	Within 25 min > 85% cases
			Within 25 to 35 min < 10% of cases
			Within 35 to 45 min < 5 %
			More than 45 min NIL cases
	Temporary supply arrangement by laying LT cable	As and when	Within 3 hours
	Attending to Voltage complaints	As and when	Within 60 min
	Reconnection of supply	As and when	Within 3 hours
	Attending lighting complaint in CSS and DSS	As and when	Within a day
	Connecting and disconnecting cable from DG set	As and when	
	To assist TATA Power Engineer in restoration of HT supply	As and when	
	Attending to changeover customers restoration of supply by rigorous follow up with AEML	Maximum 300	Within 1 hour
	Field visit for special data collection and meter charging	As and when	
	a3: New customer Leads		
	Field visit for new ongoing construction site/ any new customer while routine visit for Preventive & Breakdown, Supply Restoration activities or as an when required	As and when	
	Report new customer leads details through GIS dynamic forms, WhatsApp information and Email communication.	As and when	
	a4: Reports & Documents	Submission on Month.	

	LT Supply restoration	Daily	
	Analysis of repeated complaints	Weekly	
	Supply restoration through temporary cable	Weekly	
	LT heating Observed VS Attended	Weekly	
	LT loads beyond limits observed V/S attended	Weekly	
	Balancing of loads Observed V/S Attended	Weekly	
	Reconnection slip	As and when	
	Reconnection attended	Weekly	
	Lighting & exhaust fan complaints reported V/S attended in CSS , DSS and Storage yards	Weekly	
	Report on Earthing resistance of substations as per the plan	Monthly	
	Permanent repair of cable faults Occurred V/S Attended	Weekly	
	Updation of SLD and updation of cross references on SFU / Feeder pillars	On same day	
	No. of damaged /missing seals to be reported Meter seals report Issued / Used.	Weekly	
	Transformer loading (Peak loads) (including Unbalance loading)	Weekly	
	Inspection Report of the tools	Monthly	
	Report on testing equipment issued V/S calibration report	Yearly	
	Report on Technical and Safety training imparted to personnel. L1,L2, L3 training status to be submitted.	Monthly	
	Voltage complaints received V/s attended	Monthly	

	Report on the unbalance load of distribution transformer	As & when	
	Report of Thermovision scanning.	Quarterly	
	Switchover data to be updated in system	Daily	
	Technical complaint master data export from CRM system for analysis	Weekly	
	Update of condition monitoring reports received from site in given format e.g. Battery, Earthing resistance, Thermovision, Ultrasonic and temperature data of feeder pillars as per the plan	Daily	
	Update of Delay in outages after collecting data from FDEs	Daily	
	Preparation of letter/permission as per standard formats in consultation	Daily	
	Creation of equipment detail records	Daily	
	Customer feedback form report & analysis	Daily/Weekly	
	Daily Excavation Report (GIS dynamic form) / Patrolling of LT Network	Daily/Weekly	
	Weekly dashboard of LT network Management report along with safety observation, new customer leads, action on last review meeting and LT complaint analysis	Weekly	
	b: Repairs to LT Cable Fault		
	Pin Pointing of Cable Fault	Within 12 Hrs	
	Application for excavation permission	Within 12 Hrs	Within Working hours
	Getting permission from Authority	Within 3 days	
	Excavation and fault repair.	within 24 Hrs	Total of 5 days for non CC fault & 10 days for CC fault

	Submission of compliance to Authority	within 12 Hrs	
	Submission of Report to Zone.	within 4 Hrs	
	SLA CLAUSE		
	Availability of required Tool, PPE's, Uniform in good condition. No work will be carried without PPE'S.	Daily	100% Compliance
	Sufficient manpower availability as per agreed terms to be deployed at any point of time.	Daily	100% Compliance
	Ensuring Good workmanship Correctness of meter changed/wiring done at site as per plan	Daily	100% Compliance
	Ensure activity is carried out with a team composition as indicated in order.	Daily	100% Compliance
	Penalty against consumer's complaint regarding behavior of associate	Daily	NIL Complaints
	Loss of any Tata Power meter FIR Lodged with relevant police station and informing Tata Power within 3 Working Days	Daily	NIL Loss of Meters
	Loss of any Tata power Seal, FIR Lodged with relevant police station and informing Tata Power within 3 working days	Daily	NIL Loss of Seal

All the supportive documents of the submitted reports must be readily available on demand for at least five years. In case of termination of contract before five years the supportive documents should be handed over to Head Distribution O&M Customer Services, TATA Power Company Ltd.

1. In the event of any performance-based measurement criteria not reported / reported partially in the appropriate format, would lead to deduction of 100% marks specific to the criteria and no incentive (of any kind) would be paid.

2 TATA Power reserves the right to change/add to the list of existing performance base measurements, at any point of time during the execution of the contract. This will be communicated in writing to the vendor by Zonal Head DNMG / personnel authorized by Head DNMG on mutually agreed terms.

3 The performance system shall comprise measurement of vendors performance on the parameters listed below. The total marks for the performance will be 100 in a month.

Annexure-III

Sr. no	LT Team	Area in Sq Km	Geographical Areas	No of CSS	No Of DSS	No of Direct Consumers
1	West_Suburb_Malad	34.50	Goregaon (W), Malad(W) & Jogeshwari (W) upto Oshiwara Depot	48	2	21983
2	West_Suburb_Mindspace	11.05	Goregaon (E &W), Malad (E &W), Andheri (W), Valnai, Jogeshwari	66	1	14163
3	West_Suburb_Vasant Utsav	8.53	Kandivali(E), Malad (East), Kandivali West upto Milap Movie Theater	35	2	14653
4	West_Suburb_Nesco	27.05	Goregaon(E), Malad (E) & Jogeshwari East upto Majas Depot	41	2	9891
5	Metro_MIDC	7.83	Seepz, MIDC, Marol Makhwana Rd, Kondivita Rd, military Rd, Nityanand sahar, Rd no 16, Rd No 11, Acropolis area, Road No 5, Road No 20, P22, Jogeshwari Link Rd, Phadke Rd, Tunga, Cycle stand, and other area of Andheri east.	72	2	5964
6	Metro_Mial	7.83	Airport Rd, MIAL DSS 1, MIAL DSS 2, MIAL DSS 3, MIAL DSS 4, Sahar Rd, Marol, Gundavali, Chakala, Solitaire Coorporate Park, Jogeshwari east, Inside Airport, Sanatcruz, Juhu Circle, New Jagdamba Rd, Charat Singh Colony, Marol Maroshi.	66	4	8035
7	Metro_Versova	19.02	D N Nagar, Oshiwara, Samarth Nagar, Versova Rd, Lokhandwala cross Rd, Ceaser Rd, Evershine Cosmic Rd, Durwankur Rd, Windsor, J P Rd, DLH Enclave, Off Veera Desai Rd, Rushab Tower, Kedarnath tower, Jay Bhavani Rd, Aurus CHS, Balasaheb Devras Rd, and other parts of Andheri West.	69	2	12499

8	Urban_BM C	16.99	Andheri (W), Bandra (E&W), Bandra Hill & Koliwada & Pali Hill, D N Nagar, Danda, Juhu, Khar, Mahim Bay, Santacruz (E & W), Vile Parle (W)	36	1	1905
9	Urban BKC	15.93	Andheri (E), Bandra (E&W), Bandra Hill & Koliwada, Pali Hill, D N Nagar, Dharavi, Danda, Khar, Mahim Bay, Mahim (E), Rajawadi, Sahar Airport, Santacruz (E&W), Santacruz P & T Colony, Vile Parle (W & E), Vidya Nagari	137	3	16886
10	East Suburb_ Kurla	50.66	Kurla (E & W), Deonar, Govandi, , Ghatkopar & Vidyavihar, Rajawadi, Santacruz (E), Saki Naka	74	2	30713
11	Trombay Colony (Proposed)		Trombay Colony, Sahkarnagar, Tilaknagar Bhakti Park, Cheda Nagar, Chembur, Trombay			
12	East_Suburb _Hiranandani	10.63	Chandivali, Saki Naka, Vijay Nagar, Hariyali Village, Rajawadi, Powai, N.I.T.I.E	108	4	16725
13	East Suburb_ Godrej	39.22	Ghatkopar & Vidyavihar, Kannamwar Nagar, Hariyali Village, Deonar, Godrej Vikhroli, Bhandup (E&W)	66	2	8192
14	East_Suburb _BARC	28.00	Deonar, Govandi, BARC, Mankhurd, Fertilizer Corporation, Chembur, Trombay	58	1	13548

15	City_South_Mahalaxmi	70.29	Worli, Prabhadevi, Dadar, Lower Parel, Lalbag, Back bay, CST, Wadala Nigoan, Antio Hill, Matunga, Dharavi, Mahim, Colaba, Naigoan, Parel Kalachowki, Buculla, Chinchpokli, Majid Bundar, BPT.	4	140	15973
16	City_South_Parel		Back bay, CSMT, BPT and Navi Nagar- Navi Nagar expected 10,000 no consumer.			
17	North_Suburb_Bhayander	86.43	Akruti Garden city, GCC club area, Gaurav Woods, Umakant Vaity, Ghodbundar Road, Navghar Road, Naya Nagar, Jangid Circle, Shanti park, Plesant park, Rashmi Complex, Gita nagar, Bhayandar East, Queen's park, Bevarly park, Kanakia Road, Cineprime Area, Poonam garden area, Sumangal nagar, Bhola nagar, Siddhivinayak Bunglows, Uttan Road, Pathak road, YGP Area, Delta Garden City, MB Trade Center, Sonam Garden Area, Vimal Dairy Area, Essel World, Global Vippasana Pagoda.	50	1	16966
18	North_Suburb_Borivali	9.59	Raheja ref. Area, Thakur Village, Thakur Complex Kandivali East, Charkop Sect-2 to Sec-12 Kandivali West, Poisar, Sai baba Nagar, Datta Pada, Shimpoli, Jay Maharashtra Nagar, Siddhart Nagar, Chandak/Imprint/Jangid Project	44	1	13795
19	North_Suburb_Mira_Road	11.47	Vinay Nagar, Silver Sarita, J P North City, Raju Ind Est, Mira Ind Est, Mandavi pada, Kashigoan, Miragoan, Ramdev Park, Penkar pada, Western Park, Lodha Aqua, Dahisar Check Naka, Sanghavi Park City, Ramabai Chawl, Mhatre Chawl, Rafique patel area, Mahajanwadi	62	1	23429

20	North_Suburb Dahisar	23.76	Borivili (E & W), Borivili Station Area, Dahisar, Eksar Village, Gorai, Ganpat Patil Nagar, Veer Sambhaji Nagar, N L Complex, Ashish Complex, Shakti Nagar, Vardhaman Ind Est, Agrawal Ind Est, Sachin Patil, Sureshwari Bungalows, Nancy Colony, IC Colony, Ashok Van, Raheja Bhoomi Green	51	1	20372
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Incentive and penalties Performance Calculation. Table-1

Monthly performance based measurement system

<p>1. Safety & Behavioural Aspects. Statutory Compliances & Asset Upkeep: (Total Weightage: 30 Marks) The measurement parameters along with sub measures and penalties thereof are explained in the table mentioned herein.</p>					
	Measurement	Sub measures	Penalty	Remarks	Marks
	Parameter Safety at workplace	Works being carried out without use of PPE like Shoes, Safety Goggles, safety helmets, crash helmets & arc suit.	3 marks for every single instance in a Month up to Maximum of 8 marks.	Contractor may be disqualified for future contracts/orders and Tata Power may terminate the contract as mentioned	20
		Work being carried out with tools which are not right for the job and which are not safe to use.	3 mark for every single instance in a month up to Maximum of 8 marks.	Under if instances exceeds maximum limit Stipulated in penalty clause. Independent periodic	

		Procedures not followed while carrying out the work	4 mark for every single instance in a month upto Maximum of 9 marks.	inspections by Safety officer/nominee of Head (Operations)	
	Statutory Compliance	Any or all as mentioned under applicable laws.	Deduction of 2 marks and issuance of Warning letter.	Noncompliance for the first time.	5
			Deduction of 3 marks and contract termination.	Noncompliance for the second time.	
	Behavioral attribute	Attending duty without wearing uniform, not exhibiting good courtesy & ethical behavior while attending LT complaint	Deduction of 2 marks and warning letter	Noncompliance for the first time.	5
			Deduction of 3 marks and warning letter. Repeated behavioral issue (more than 3 times) may lead to termination of contract.	Noncompliance for the second time.	
Preventive and breakdown maintenance					
(Total Weightage: 30 Marks)					
Any deviation from the planned schedule (except for unavoidable reasons like non availability of shutdown) shall lead to a penalty as mentioned below:					

	Sr. No.	Percentage Maintenance carried out w.r.t. target set for the quarter		Marks deducted	
		Between 100 to 95%		NIL	
		Between 90 to 94%		5	
		Between 80 to 89%		10	
		Between 70 to 79%		20	
		Below 70%		30	30
Restoration of supply					
(Total Weightage: 40 Marks)					
A group of item no. 1,2,3 & 4 from restoration of supply criterion in ANNEXURE II will be considered					
	Sr. No.	Restoration of supply as per SLA		Marks deducted	
	1	95% or more		NIL	
	2	Between 85% and 95%		10	
	3	Between 75% and 85%		15	
	4	Below 75%		20	20
A group of item no. B- LT Cable Fault repair from restoration of supply criterion in ANNEXURE II will be considered					
	Sr. No.	Restoration of cable fault as per SLA		Marks deducted	
	1	90% or more		NIL	
	2	Between 85% and 90%		1	
	3	Between 75% and 80%		3	
	4	Below 75%		6	10
A group of item no. 6,9,from restoration of supply criterion in ANNEXURE II will be considered					
	Sr. No.	Parameter		Marks deducted	
	1	Number of instances when CSS lighting not working while visited		1 mark / instance max 5 marks	
	2	Complaints not attended in the stipulated time as per SLA		1 mark / instance max 5 marks	10

Payment to the contractor for the balance 20% of the contractual value per month will on basis of total marks received out of 100 in a month

Payment would be made to the contractor as per the following criteria:

Marks scored out of 100 in a month	Payment
95-100	100%
85-94	90%
75-84	85%
Less than 75	Appropriate action taken as decided by <u>Top Management</u>

In case contractor scores more than 100 marks then monthly incentive to the tune of 1% for each additional marks of contract value would be paid to contractor up to maximum of 5% incentive per month.

In case not availing services like Meter installation, HT/LT/ABT Metering from vendor the marks allocated for such services will be redistributed among the services availed from the contractor in mutual agreement.

Part from above incentive and penalties table following penalties will be levied in case of any safety violation as given in Annexure IV

Annexure IV

Works being carried out without wearing uniform & use of PPE like Safety Shoes, Safety Goggles, safety belts helmets etc.	Rs. 1000 / Instance	If same employee is observed thrice , he will not be allowed to work for the given contract in any of the zone
Work being carried out with tools, Testing equipment's which are not 1. right for the job 2. Safe to use. 3. With valid Calibration	Rs. 1000 / Instance	After 5 instances responsible supervisor will not be allowed to work for the given contract in any of the zone

Not carrying valid safety training card while on the job	Rs. 500 / Instance	If same employee is observed thrice , he will not be allowed to work for the given contract in any of the zone
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Tablet Specifications: -

For Dynamic forms & maRC & Other Routine Job Usage :-

Specs\Model	Samsung Galaxy Tab S10 Lite
RAM	6 GB
Memory	128 GB
Screen Size	10.9 inch
Cellular Technology	Wifi
Bluetooth	Yes
OS	Android 15

Arc Suit Specifications: -

SL No.	Item Description	
1.	<p>DEFENDER SHIRT Tararc® (HSN code: 62059090) Shirt made of Taramod MACINCO 250 Light weight Inherently FR fabric. Fabric Weight: 250GSM / 7.37 ounce (+- 5%) Composition of the fabric: 49% Modacrylic, 42% Cotton, 5% Para Aramid, 3% Polyamide e & 1 % Anti-static. Testing & Certifications: Latest European Norms EN ISO 11612 (A1, B1, C1 & F1). EN ISO 11611 for welding application Class 1- A1. ASTMF1959 - ATPV rating (Minimum) - 12 cal /cm2 NFPA 2112 for protection against flash fire. EN 1149-5 Electrostatic Dissipative Charges. EN 61482-1-2: class 1 for Electric Arc Protection. EN 13034 for Chemical Protection. Colour: Mid Blue. Design: As per enclosed image.</p>	

<p>2.</p>	<p>DEFENDER TROUSER Tararc® (HSN code: 62034300) Trousers made of Taramod MACINCO 250 Light weight Inherently FR fabric. Fabric Weight: 250GSM / 7.37 ounce (+- 5%) Composition of the fabric: 49% Modacrylic, 42% Cotton, 5% Para Aramid, 3% Polyamide e & 1 % Anti-static.</p> <p>Testing & Certifications: Latest European Norms EN ISO 11612 (A1, B1, C1 & F1). EN ISO 11611 for welding application Class 1- A1. ASTM F1959 - ATPV rating (Minimum) - 12 cal /cm2 NFPA 2112 for protection against flash fire. EN 1149-5 Electrostatic Dissipative Charges. EN 61482-1-2: class 1 for Electric Arc Protection. EN 13034 for Chemical Protection. Colour: Navy Blue. Design: As per enclosed image.</p>	
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Thermo-vision Camera Specifications: -

Mobile Thermal Camera

Feature:

- Infrared image resolution should be 256 x 192 pixels
- Temperature measurement range: -10 to 550 °C range
- It should have 50 mk (0.05 °C) thermal sensitivity for fine screening
- It should have ± 2% or ± 2 °C measurement accuracy
- It should have 25 Hz frame rate
- It should have minimum 10 standard and custom color palettes
- It should have adjustable emissivity for different materials
- Thermal Imaging software / application should be available for Temperature analysis for spot, line and area
- It should have real time temperature alarm
- It should have infrared and visible image comparison for locating, comparing and archiving in the application
- It should have real time image and video sharing

Specifications:

Parameters	Specifications
IR Resolution	256 x 192
Temperature range	-10 °C to 550 °C
Temperature accuracy	± 2 % of rdg or ± 2 °C
Temperature measurement distance	0.25 m to 5 m
Frame rate	25 Hz
Thermal sensitivity	50 mK
Field of view	56° x 42°
USB interface	Type-C
Compatible system	Android
Ingress Protection	IP54
Dimensions	60 x 33.5 x 11.2 mm/2.36 x 1.32 x 0.44 in
Warranty	Two years



AGREED TERMS & CONDITIONS (ATC)- Indigenous Service

Bidder's Name: M/s. _____

RFQ ref. No. CC26VJS023

Enquiry Description: OLA for LT Network and Meter Management Services in Mumbai Distribution

Bidder's Offer Ref.: <pls mention your offer reference no here>

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.

S. No.	Description	BIDDER'S RESPONSE
A	<u>TECHNICAL</u>	
1	Acceptance of technical specifications / scope of work including General/Technical notes 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/ Scope of work	
B	<u>COMMERCIAL</u>	
3	Bid Validity Confirm Bid Validity 180 days from date of bid submission.	
4	Firm price: Quoted prices shall remain firm till order execution with YoY escalation.	
5	Delivery Terms Confirm delivery terms FOT/FOR for any spares/consumables	
6	Packing & Forwarding Confirm that Packing & Forwarding charges including Special Packaging Requirement (if applicable) are included in base price	NA
7	Freight Charges Confirm that Freight charges are included in base price	NA
8	Taxes and duties: GST: ___% HSN/ SAC Code: Any other tax as applicable:	
9	Price Reduction / LD / SLA: Confirm that Bidder agrees to the LD charges as specified in SLA file	
10	Completion/Delivery Period: Confirm as per RFQ requirements Mention the delivery timelines from the date of order	3 years Rate Contract / OLA
11	Payment Terms Acceptance: Confirm acceptance to the Payment terms as specified in GCC Service.	
12	Warranty / Latent Defect Liability Period:	
13	Contract Performance Bank Guarantee: Confirm acceptance to Submission of Unconditional Bank Guarantee as per GCC Service.	

S. No.	Description	BIDDER'S RESPONSE
14	Testing and Inspection charges (if applicable): Confirm the quoted are Inclusive of all testing and inspection charges as per Tender specification	NA
15	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); and the Bidders offer, the ATC shall prevail.

Bidder's Authorised Signatory and stamp:

Name:

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

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

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

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

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

1. Contractor's obligation:

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

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

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

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

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

2. Service Warranties:

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

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

3. Compliance of Local Laws:

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

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

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

4. Owner's Obligation:

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

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

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

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

- 5.2 The Contractor hereby represents and warrants that:

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

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

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

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

6. Title of Property:

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

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

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

7. Work Completion schedule:

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

8. Contract Price and Payment:

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

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

Rev. date: 25 Jul 2017

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

- 8.4 For Contract Price Rs. 1 crores or above and Contract Completion Schedule 12 months or more, the above safety retention will be released half yearly against the Safety Performance Score (methodology for evaluation enumerated in the Safety Terms & Conditions attached as Appendix to this General Terms & Condition) which will be evaluated by the Order Manager every month. For all other contracts, the above said safety retention shall be released along with the final settlement only at the end of the contract period.
- 8.5 The Owner shall have the right to stop any work which in its opinion is not meeting the safety standards/ guidelines of the Owner and good engineering practice. The Contractor shall not be eligible for and shall not be granted any extension in Completion Schedule due to such stoppage of work by the Owner.
- 8.6 The above retention towards safety shall not absolve the Contractor of its liabilities including statutory liabilities towards safety violations, injury or death (whether by accident or otherwise). An amount between Rs. 5 to 50 lakhs as deemed appropriate by Owner's appointed Committee for incident investigation and/ or as determined by statutory authorities (whichever higher), will be payable by the Contractor in case of such severe incidents of injury leading to loss of property or partial/ permanent disablement (e.g. loss of limb/s, vision etc.) or death.
- 8.7 Notwithstanding anything else stated in the Contract, the Contractor shall be liable for termination without any notice and without recourse to Owner in case of three (3) or more severe safety violations. There shall be no termination fees/ compensation payable to Contractor for such termination.
- 8.8 In case the Contractor achieves 100% on the Safety Performance Score, the Contractor shall be awarded a discretionary bonus of 1% of invoiced value subject to a maximum of Rs. 50 lakhs towards Safety Performance.
- 8.9 Payment shall be released within 60 days of submission of error free invoice with supporting documents duly certified by the Order Manager/ Engineer-in-Charge after deducting taxes at source as prescribed under the applicable law, income – tax or other deductions under the state value added tax laws . If such payment release

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

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

9. **Taxes and Duties:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Contract Performance Guarantees (If applicable)

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

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

11. Price Reduction:

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

12. Insurance

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

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

13. Indemnification:

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

14. Indemnity against IPR:

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

15. Free Issue Material:

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

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

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

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

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

16. Relation between parties:

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

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

17. Safety:

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

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

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

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

18. Suspension of Work

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

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

19. Change Management:

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

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

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

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

20. Governing Laws

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

21. Jurisdiction

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

22. Dispute settlement:

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

23. Force majeure:

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

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

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

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

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

24. Sub letting and Assignment

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

25. Limitation of Liability:

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

26. Confidentiality:

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

27. Termination:

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

28. Consequential Damages:

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

29. Environment / ISO 14001 Certification:

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

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

30. Non-Exclusive Agreement

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

31. Severability

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

32. Housekeeping & Removal of scrap:

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

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

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

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

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

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

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

33. Tata Code of Conduct

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

34. Responsible Supply Chain Management:

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

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

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

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

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

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

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

35. Vendor rating:

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

36. Vendor Feedback:

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

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

37. Non-Waiver:

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

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

ESG FRAMEWORK FOR BUSINESS ASSOCIATES

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

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

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

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

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

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

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

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

Responsible Supply Chain Management:

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

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

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

The BA is expected to:

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

Waste Disposal:

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

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

Water Management:

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

Compliance to Law:

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

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

Social Accountability (SA 8000):

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

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

Health and Safety

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

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

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

Grievance Mechanism

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

Data Protection

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

ANNEXURE-I



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

Signature

Business Associate Name

ANNEXURE-II

CORPORATE SUSTAINABILITY POLICY

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

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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



Supplier Code of Conduct

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

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

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

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

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

Do’s

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

Don’ts

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

Reporting Violations

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

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

The Tata Power Company Ltd	  	Contractor's Safety Code of Conduct
Document no TPSMS/GSP/CSM/015/REV 07		Date of Issue: 01/08/2023

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
<u>Project /AMC Manager(R7)</u>						
Site In Charge						
Safety Manager						
Safety Officer						
Supervisors						
Technicians						
High Skilled workmen						
Skilled workmen						
Semiskilled workmen						
Lineman						
Helpers						
Drivers						
Unskilled						
<u>Others(R7)</u>						

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**
 - 4.3.5 **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

The Tata Power Company Ltd	     	<i>Contractor's Safety Code of Conduct</i>
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- 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						
.....						

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.

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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 -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

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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

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.