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| TP Ajmer Distribution Limited             | <br>TP AJMER DISTRIBUTION LIMITED | Open Tendering Notification |
| Tender Reference:<br>TPADL/PUR/2000000994 |                                                                                                                    | Document Date: 28-09-2026   |

**OPEN TENDERING NOTIFICATION**

**FOR**

**Rate Contract for Engagement of Manpower Through a Third-Party Agency for Non-Field Activities at TPADL (Two Years),  
Tender Enquiry No. TPADL/PUR/2000000994.**

(Please note this reference number has to be quoted in all submissions pertaining to  
this tender)

**Due date for Tender Fee and participation confirmation: 01-10-2026 [23:59Hrs.]**  
**Due Date for Bid Submission: 08/10/2026 [23:59 Hrs.]**

**TP Ajmer Distribution Limited**  
**Contracts Department**  
**33 KV Sub Station Building, Vaishali Nagar, Ajmer**  
**Rajasthan -305004**

|                                           |                                                                                                                    |                             |
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**Section A**

Tender Notice Including Instruction to Bidders and  
key formats (this document)

|                                           |                                                                                                                                    |                             |
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## Tender Notice Including Instruction to Bidders and key formats

### Section A1: Tender Notice including Instruction to Bidders

#### 1. Tender Details

##### 1.1. Key Tender Specific Details

|                                 |                                                                                                                                                                                                                                      |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reference Number                | TPADL/PUR/2000000994                                                                                                                                                                                                                 |
| Description                     | Rate Contract for Engagement of Manpower Through a Third-Party Agency for Non-Field Activities at TPADL (Two Years)                                                                                                                  |
| Type of Tender                  | Rate Contract                                                                                                                                                                                                                        |
| Tender Fee                      | ₹ 2360/ - with GST<br>(Non-Refundable Tender Participation Fee)                                                                                                                                                                      |
| Earnest Money Deposit (EMD)     | ₹2,00,000 / -<br><b>Rs Two lakhs Only</b><br>Please Note that the EMD shall be submitted through <b>Online Transfer or Bank guarantee or Demand Draft.</b>                                                                           |
| Price Basis                     | <b>Firm.</b> The Price Bid shall remain valid for 180 days from the date of bid submission / Negotiation whichever is later and the Contract price shall remain fixed for the contract period. <b>(Details in Price Bid format).</b> |
| Executive Handling this Tender* | Name: Ms. Sumit (Mob: 7042236385)<br>E-Mail ID: <a href="mailto:sumit.2@tatapower.com">sumit.2@tatapower.com</a>                                                                                                                     |
| Reporting Manager*              | Name: Mr. Anil Pathak (Mob: 9323272042)<br>E-Mail ID: <a href="mailto:anil.pathak@tatapower.com">anil.pathak@tatapower.com</a>                                                                                                       |
| Technical Query*                | Name: Mr. Bhupen Mohapatra (Mob: 8767067028)<br>E-Mail ID: <a href="mailto:bhupen.mohapatra@tatapower.com">bhupen.mohapatra@tatapower.com</a>                                                                                        |

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

|                                           |                                                                                                                    |                             |
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### 1.2. Calendar of Events\*

|     |                                                                                          |                        |
|-----|------------------------------------------------------------------------------------------|------------------------|
| (a) | Date of sale/ availability of tender documents from Website                              | 28-09-2026             |
| (b) | Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation | 01-10-2026 [23:59Hrs.] |
| (c) | Pre-bid meeting through MS teams                                                         | 02-10-2026             |
| (d) | Due Date of receipt of pre-bid queries by e-mail                                         | 03-10-2026             |
| (e) | Due Date of Posting Consolidated replies to all the pre-bid queries as received          | 05-10-2026             |
| (f) | Due date and time of receipt of Bids                                                     | 08-10-2026 [23:59Hrs.] |

**Note:** \* These dates and times are as planned and tentative. In case of change the same shall be intimated to Authorized Person of Interested Bidder through E-Mail.

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

### 1.3. Mandatory documents required along with the Bid

- 1.3.1. Bid Guarantee Fee (EMD) of requisite value and validity. The EMD shall be deposited in the form of **Online Transfer, Bank Guarantee, or Demand Draft**, as specified in the tender document. No other mode of submission shall be accepted.
- 1.3.2. Requisite Documents to ascertain fulfilling of Technical and Commercial Pre-Qualification Requirement as detailed in Tender Enquiry.
- 1.3.3. Required Commercial Submission as detailed in Tender Document
- 1.3.4. Technical and Commercial Clarification and Deviations as per the format attached in the Tender Enquiry
- 1.3.5. For bidder not registered with TPADL, Duly filled Bidder Registration form with all supporting documents is mandatory to participate in the Tender.

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

**Also please note that whenever editable formats are shared it is requested that data be filled in relevant cells. No formatting or addition/ deletion of rows/ columns is to be done.**

|                                           |                                                                                                                    |                             |
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#### Checklist of Document Submission

| Stage of Tendering                                  | Document                                                                                                                     | Type of Format                                  | Mode of Submission                                   |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------|
| <b>Before last date of receipt of Pre-Bid Query</b> | Query / Clarification /Deviation (QCD) Format.<br>Separate Excel sheet to be used for Technical and Commercial Pre-Bid Query | Editable Excel Format                           | <b>Through message in E - mail</b>                   |
| <b>Bid Submission Zip File 1 (First Part)</b>       | Earnest Money Deposit                                                                                                        | Original Bank Guarantee OR NEFT/RTGS            | <b>Through message in E - mail</b>                   |
| <b>Bid Submission Zip Folder 2 (Second Part)</b>    | Technical PQR and Backup documents for Technical PQR                                                                         | Duly Signed and stamped by authorized signatory | <b>In ZIP folder via E-Mail.</b>                     |
|                                                     | Technical Submission as required for Technical                                                                               |                                                 |                                                      |
|                                                     | Specifications and all backup documents                                                                                      |                                                 |                                                      |
|                                                     | Query/ Clarification /Deviation (QCD) Format for Deviation if any                                                            |                                                 |                                                      |
|                                                     | Duly filled Unpriced Bid Format                                                                                              |                                                 |                                                      |
| <b>Bid Submission File 3 (Third Part)</b>           | Duly filled Priced Bid Format (along with cost break-up sheet)                                                               | Duly Signed and stamped by authorized signatory | <b>In Password Protected Excel sheet via E-Mail.</b> |

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

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

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

### 1.5 Right of Acceptance/Rejection

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

1.5.2 Mandatory Documents as listed in 1.3 above

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

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

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

### 1.6 Qualification Criteria

**Qualification Requirement expectation and document are detailed in documents in Section A2**

### 1.7 Pre-Bid Queries

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

### 1.8 Marketing Integrity

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

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

### 1.9 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPADL. This includes all bidding information submitted to TPADL. All tender documents remain the property of TPADL and all suppliers are required to return

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these documents to TPADL upon request. Suppliers who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

## 2. Evaluation Criteria

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

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

## 3. Submission of Bid Documents

### 3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document. Bids shall be submitted in 3 (three) parts via Email. The all 3 bids (EMD, Technical and Price Bid) shall be share by Email:

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

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

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

TPADL's Bank Details for submitting EMD BG:

**Account Name: TP Ajmer Distribution Limited**

**Bank Name:** IndusInd Bank Limited, Ajmer Branch, Near T.B. Hospital Opp. Pehchaan showroom, Jaipur road, Ajmer - 305001

**Bank Account No. :** 650014087234

**IFSC Code :** INDB0000129

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

- a) Documentary evidence in support of Technical, Commercial qualifying criteria
- b) Technical literature/Details of Qualified Manpower Available (*complete in all respect as desired and detailed in Technical Specification and Technical Requirement Section*)

|                                           |                                                                                                                    |                             |
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- c) Duly filled Technical and Commercial Deviation Sheets
- d) Duly filled formats like Authorization affidavit form
- e) *Unpriced Commercial Bid*

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

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

**Bids submitted by Email/Telex/Telegram /Fax, etc will be rejected.**

**SIGNING OF BID DOCUMENTS:**

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

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

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

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

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

**3.2 Contact Information**

**Communication Details: Detailed in 1.1**

**3.3 Bid Prices**

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

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

### 3.4 Bid Currencies

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

### 3.5 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date of submission of the bid / Negotiation whichever is later.

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

### 3.6 Alternative Bids

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

### 3.7 Modifications and Withdrawal of Bids

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

### 3.8 Earnest Money Deposit (EMD)

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

The EMD shall be in following form:

- Bank Guarantee valid for 180 days after due date of submission.

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

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

**Or**

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

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

## 4. Bid Opening & Evaluation process

|                                           |                                                                                                                    |                             |
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#### 4.1 Process to be confidential

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

#### 4.2 Technical Bid Opening

Bids will be opened at Corporate Office of TP Ajmer Distribution Limited as per our standard Process. The bids shall be opened internally by TPADL. Technical bid must not contain any cost information whatsoever. First the envelope marked "EMD" will be opened. Bids without EMD of required amount/ validity in prescribed format, shall be rejected.

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

#### 4.3 Preliminary Examination of Bids/Responsiveness

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

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

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

#### 4.4 Techno Commercial Clarifications

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

#### 4.5 Price Bid Opening

Price Bid of only technically and / or Safety Qualified Bidders shall be considered and open internally by TPADL. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPADL without any further correspondence in this regard.

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

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#### 4.6 Reverse Auction and Price Matching Option

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

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

### 5. Award Decision

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

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

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

#### 5.1 Rate Contract / Outline Agreement

Rate Contract/ Outline Agreement does not guarantee any assured business volume in Rupees or Quantity. Quantities are only indicative and specified for the purpose of readiness as per the request from Purchaser. Supplies shall be only against Firm Purchase Orders placed as per the agreed terms and conditions of Rate Contract/ Outline Agreement. Purchaser shall be entitled at its discretion to place firm order for such supplies on "As and When Required Basis" without minimum take-off guarantee.

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

### 6. Order of Preference/Contradiction:

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

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

|                                           |                                                                                                                    |                             |
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4. Technical Specifications

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

7. Ethics

TPADL is an ethical organization and as a policy TPADL lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.  
TPADL work practices are governed by the Tata Code of Conduct. Bidder is request to refer Tata Code of Conduct Clause in General Terms and Conditions.

8. General Condition of Contract and Special Condition of Contracts

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

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## A2 Pre-Qualification Requirement (Technical & Commercial)

**Package Name:** Rate Contract for Engagement of Manpower Through a Third-Party Agency for Non-Field Activities at TPADL (Two Years ).

**Tender No:** TPADL/PUR/2000000994

Pre-Qualification Requirement (PQR) - Please note that the PQR is for information only and the documentary evidence to ascertain the meeting of the requirement has to be submitted along with the bid and not along with the tender fee.

| Sr No    | Parameter                                        | TP Ajmer Distribution Limited Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                   | Documents to be submitted by Bidder                                                                                                                                                                                                                                                                         |
|----------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <b>Technical Qualifications</b>                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                             |
| 1        | Certificate of incorporation                     | Bidder should be a registered company in India as per Companies Act, 1956 or Companies Act, 2013.                                                                                                                                                                                                                                                                                                                                                                           | Certificate of incorporation to be submitted.                                                                                                                                                                                                                                                               |
| 2        | Performance Report                               | At least one (01) Performance Certificate by any Discoms / PSUs / Reputed companies is to be submitted. The work against these issued certificates should be completed in last 03 years from the date of bid submission date. In case the bidder has got previous association with TP Discoms / Tata Power for similar services, performance feedback of the same will be solely considered irrespective of the performance certificate issued by bidder's other customers. | The performance certificates and contact details of the client need to be submitted.                                                                                                                                                                                                                        |
| <b>B</b> | <b>Commercial Pre-Qualification Requirements</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                             |
| 1        | Turnover                                         | The bidder should have Average Annual turnover of at least Rs. 10.0 Cr. in last 3 Financial Year (FY).                                                                                                                                                                                                                                                                                                                                                                      | Profit and Loss Statements, Balance Sheet, Cash Flow Statements for the Three (3) preceding financial years duly audited and approved by Authorized Audit Firm / CA. Copies of audited Balance Sheet and P&L Statements by Authorized Audit Firm/ CA along with UDIN number to be submitted in this regard. |
| 2        | Experience                                       | The bidder should have executed similar works for cumulative Rs. 10 Crore in a last three FYs OR, Single order for Rs.4 Crore OR 2 orders each for Rs. 2 Crore OR 3 order of 1.5 Cr each is required to be submitted.                                                                                                                                                                                                                                                       | Order copies to be submitted.                                                                                                                                                                                                                                                                               |
| 3        | Statutory Compliances                            | The prospective Bidder(s) should have following certificates-<br>a. Contract Labor license issued by the Competent authority of Govt. of India as per applicable law.<br>b. Establishment Registration Certificate<br>c. Valid ESIC and EPF Certification<br>d. Valid GST Registration Certificate.<br>e. Valid PAN No.                                                                                                                                                     | Certificates to be submitted.                                                                                                                                                                                                                                                                               |

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|  | f. MSME Certificate (if applicable) |  |
|--|-------------------------------------|--|

**Section A3: Price Bid Format** - (Pls refer Excel sheet - "Annexure - 01" enclosed with tender document folder)

**Section A4: Query / Clarification / Deviation Format** – (Pls refer Excel sheet - "Annexure - 02" enclosed with tender document folder)

### Section A5: Special Conditions of Contracts

1. The scope of contract shall include effective deployment of trained / skilled personnel required to carry out the jobs briefly documented under scope of work and as per annexure II (Order Form) of Final Mutual Agreement format copy shared with tender document.
2. Company reserves the right to terminate the order / orders fully or partly with one month's notice because of non-adherence to Terms & Conditions of order. In case of statutory violation order will be terminated without any notice. In case bidder needs to exit the contract three months' notice shall be served.
3. You shall provide all tools & tackles required during execution of scope of work including safety personal protective equipment if required for any job.
4. The bidder will have to make his own arrangement for transport of his employees to these locations for carrying out the jobs.
5. Prices quoted shall be firm up till the execution of contract and will exclude taxes & duties applicable which shall be indicated separately.
6. Your all employees working with TPADL must follow all safety instructions given by Job in charge.
7. All Bidder site safety terms & conditions are applicable for this tender.

#### GENERAL & STATUTORY CONDITIONS:

The Bidder shall follow the provisions of following Acts / Rules.

- a) The Contract Labour (Regulation – Abolition Act), 1970
- b) The Indian Electricity Act, 1910 & Rules
- c) The Employees State Insurance Act, 1948 & Rules
- d) The Motor Vehicle Act 1988
- e) The Workmen's Compensation Act, 1923 & Rules
- f) The Child Labour (Prohibition Regulation) Act, 1986
- g) Digital Personal Data Protection Act, 2023 Compliance
- g) Any other Act / Rules applicable to Particular Place/ /Activity /Operation

The Bidder shall also be responsible for observance / ensuring these terms and Conditions

1. All term and conditions mentioned in the Staffing Services Agreement copy shared with tender document.
2. The Bidder shall issue a Photo Identity card and an Employment cum attendance card to all his workmen and maintain daily muster for attendance.
3. Records shall be maintained and kept updated in Wages cum Muster roll and all other

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registers as required by statutory authorities. These registers shall be kept in Company's premises in designated area.

4.The Bidder shall submit PO Checklist with muster Xerox copy every month after payment of wages.

5. PF payment shall be made on or before 15th of every month and Xerox copy of PF Challan shall be submitted to TPADL office before 20th of each month through a forwarding letter.

6. ESIC Challan shall be made on or before 21st of every month and Xerox copy of Challan shall be submitted to TPADL office before 25th of each month through a forwarding letter.

7. The Bidder shall make Payment of Bonus, HRA, Bombay Labour Welfare Payment, Leave Wages, and Gratuity as specified by statutory authorities and applicable.

8. Xerox copy of Annual returns filed by The Bidder pertaining to the above shall be submitted to Office.

9. The Bidder shall make an entry in Office register before and after taking/ bringing records after updating.

10. The Bidder shall make records available for inspections and audits, both internal and by Labour Commissioner's Office.

11.The Bidder shall keep records and comply with all new rules, acts, regulations or amendments to the existing ones whenever they come into effect.

12. You shall be fully responsible for the due compliance by you / your sub-bidders with all statutory requirements and with all applicable labour laws including contract labour Abolition & Regulation act, Workmen's Compensation act, PF / ESI act, payment of minimum wages as may be applicable to the bidder, the sub-bidders and their employees.

13. The bidder needs to have PF registration and ESIC number (wherever required) to obtain the contract

14. Deviation from the Terms and Conditions if any should be enclosed with the Tender under the heading 'DEVIATIONS'.

15. All manpower deployed through bidders needs to follow all Office safety norms.

**A6: Staffing Services Agreement copy Please refer annexure 5 shared with this tender document**

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**Section A7: Earnest Money Deposit Bank Guarantee Format**

- Note:**
- a) Format shall be followed in to
  - b) Claim period of six months must be kept up
  - c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank’s letter head.

The TP Ajmer Distribution Limited  
33KV, Substation building,  
Janta Colony, Vaishali Nagar,  
Ajmer- 305004 Rajasthan

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

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

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

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

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- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.
- (d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.
- (e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till \_\_\_\_Days ( \_\_days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.
- (g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
- (h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.\_\_\_\_\_-/(Rupees \_\_\_\_\_only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.
- (i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or anch and claim will also be payable at Ajmer Branch. (To be confirmed by Ajmer Branch by a letter to that effect)

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Notwithstanding anything contained herein above:

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

**For any correspondence in relation to extension / invocation / discharge of bank guarantee contact us at Tel No.\_\_\_\_\_ and Bank branch email id\_\_\_\_\_.**

**Section A8: FORMAT OF CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)/ PERFORMANCE BANK GUARANTEE**

- Note: a) Format shall be followed in to**
- b) Claim period of six months must be kept up
  - c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank’s letter head.

-----

The TP Ajmer Distribution Limited  
33KV, Substation building,  
Janta Colony, Vaishali Nagar,  
Ajmer- 305004 Rajasthan

Our Letter of Guarantee No.....

Contract/Purchase Order No.....dated.....

1.0 You have entered into a Contract No..... with..... (herein after referred to as "the Bidder") for the supply and delivery of .....(hereinafter referred to as "the said equipment") for the price and on the terms and conditions contained in the said contract.

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2.0 In accordance with the terms of the said contract, “the Bidder” has agreed to furnish you with an irrevocable and unconditional bank guarantee in a form and from a bank acceptable to you as security for the due performance by “the Bidder” of all his contractual obligations under the said contract in an amount equal to....%(.....percent) of the total value of the contract to be valid from the date of contract and up to.....from the date of satisfactory commissioning of the said equipment into service or .....from the date of delivery whichever is earlier.

3.0 In consideration thereof, we..... hereby irrevocably and unconditionally guarantee to pay to you on demand and without demur and without reference to “the Bidder” such amount or amounts not exceeding the sum of Rs..... (Rupees ..... only) being ....% (.....percent) of the total value of the contract on receipt of your intimating that “the Bidder” has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfilment and “the Bidder” shall have no right to question such judgment.

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

5.0 This guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to “the Bidder”, which shall include but not be limited to, postponement from time to time of the exercise of any powers vested in you or any right which you may have against “the Bidder” and to exercise the same in any manner at any time and either to enforce or forbear to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under the law would, but for this provision, have the effect of relieving our bank from its obligation under this guarantee.

6.0 We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to “the Bidder” 's liabilities in respect of the premises.

7.0 This guarantee shall not be affected by any change in the constitution of our Bank or “the Bidder” or for any other reason whatsoever.

8.0 Any claim/extension under the guarantee can be lodged at issuing outstation branch or at Ajmer branch and also become payable at our issuing outstation bank or at the Ajmer branch as per confirmatory letter/letters of the concerned bank branches as attached. (This Confirmatory letter is to be obtained from Ajmer Branch by the bidder and submitted along with the Performance Bank Guarantee and is applicable for PBG submitted from Banks located outside Ajmer).

9.0 Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs..... (Rupees ..... only) and the guarantee will remain in force

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up to and including..... (Date) and shall be extended from time to time for such period or periods as may be desired by “the Bidder”.

10.0 Unless a demand or claim under this guarantee is received by us in writing within six months from..... (Expiry date) i.e. on or before .....(claim period end date) we shall be discharged from all liabilities under this guarantee thereafter.

11.0 For any correspondence in relation to extension / invocation / discharge of bank guarantee contact us at Tel No. \_\_\_\_\_ and Bank branch email id \_\_\_\_\_  
Dated at..... , this.....day of .....202\_.

### Section A9: Instructions to the bidders

1. Please acknowledge receipt of this enquiry and advise whether or not you would be submitting a bid.
2. The scope of work shall also include all such materials, items and services which are not specifically mentioned in scope of work, but which are essential for successful completion of the work, unless otherwise specifically excluded.
3. The quantities specified in the enquiry are indicative, subject to variation or cancellation, as considered necessary by TPADL. No claim shall be entertained from Bidder if the actual quantities or items of work differ to any extent from those indicated herein. However, in case of increase in any scope of work, as against those covered in the enquiry, you shall take prior written approval of TPADL for carrying out the additional quantum of work, including any extension of the period of work. Payment would be made for the actual work executed and approved as such by TPADL at the unit rate mentioned in the order. Unit rate shall remain firm for any increase/decrease in quantity.
4. Rates and prices shall be written in ink and shall be entered both in figures and in words. Where there is a discrepancy between rates quoted in figures and in words, the rates quoted in words shall prevail. Where there is a discrepancy between the unit rates and the amount entered, the unit rate shall govern for evaluating the correct amount. Rates and prices shall be written only in the Schedule of Quantities and Rates and given in any other format will be rejected and Bidder will be disqualified.
5. The offer shall INCLUDE all expenses towards mobilization, all Tools & Tackles, Equipment, sufficient number of qualified staff, conveyance, statutory payments i.e. ESIC, PF and associated benefits to the workmen as per the applicable rules and regulations etc. complete.
6. It should also INCLUDE all other taxes as applicable. However, the GST if applicable will be payable extra.
7. Nothing shall be paid extra on account of accommodation, storage of equipment, site-safety/ security etc.
8. Bidders are requested to visit the site on any working day and familiarize with the work before quoting. Your offer shall clearly indicate unit rate, discount, taxes, duties, delivery schedule etc.

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as well as deviations if any from our technical and commercial specifications. Your offer shall remain valid for at least 3 months from Bid opening.

9. These documents are meant for exclusive purpose of bidding against this tender and shall not be transferred, reproduced or otherwise used for the purpose other than for which these are specially issued.

10. Deviation from Purchaser's commercial & technical specifications shall be clearly stated [in Annexure-2. The tender shall be deemed to conform to the enclosed specifications totally in the absence of this data.

11. Tender shall remain valid for acceptance initially for a period of 3 months from the date of opening and the prices shall be firm till complete execution of work.

12. The prices shall be on firm price basis. Rates quoted by the BIDDER shall be firm for the entire period of contract/till completion of work and is valid even if the contract is split.

13. The quoted unit prices shall hold good for reduced quantities also.

14. All fees, taxes, duties and any other charges payable shall be included and separately indicated.

15. TPADL may not accept the lowest tender and reserve the right to accept/split or reject any tender or a portion thereof without assigning any reason whatsoever.

16. Tenders shall be complete with descriptive literature, all necessary particulars and the required schedules. Incomplete tenders will be rejected.

17. A list of major contracts for similar work executed by the Tenderer during the last three years shall be submitted with the tender with relevant details.

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**Section B**

Scope of Works

|                                           |                                                                                                                    |                             |
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**Section B1 : Scope of Works :**

It is proposed to Engage "Bidder" as a manpower payroll agency for select non field functions on terms and conditions broadly aligned with Staffing Services agreement for manpower contracts adopted by other Tata Power Entity.

The proposed manpower arrangement will initially cover manpower requirements relating to:

- Consumer Care Executives
- Meter Reading Back Office
- CMG Back Office
- MMG / EAG Back Office
- Other similar non field support functions as approved by Management.

Initial Requirements for manpower are approx. 45 no.s.

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**Section C**

**Standard Terms Conditions and Other Documents**

|                                           |                                                                                                                                    |                             |
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### **General Terms and Conditions -Addendum for Open Tender**

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

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

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

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

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execution of the works are taken into account and that rates he enters in the tender papers are adequate and all inclusive, for the completion of works to the entire satisfaction of TPADL.

17. Bidder who is Black listed/ Banned / Debarred as on originally scheduled date of this bid opening or whose Agreement / Work order has been terminated on account of performance, or a bidder against whom there is adverse report about its performance under an existing contract or a bidders performance security has been forfeited by any company/organization for non-performance at any time shall not be eligible, within 5 (five) years of originally scheduled date of this bid opening by any State / Central Govt. / Govt. Undertaking/ Public sector Undertaking in India for similar type of work, will not be eligible for participating in this tender.
18. The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.
19. Conditional and incomplete tenders shall not be accepted. Bid must be in conformity with schedules / formats of this tender.
20. At any stage if it is found that bidder
  - a) have submitted false document for the purpose of qualifying in the tender or non-execution of project as per contract,
  - b) Have not provided relevant details (for example litigation history etc)

action as per Law will be taken and the pending payment, Bank Guarantee, EMO, Security amount of the bidder will be forfeited by TPADL at any stage of execution. Also Bidder will be Blacklisted for future Tenders by TPADL.
21. Issuance of Tender document does not construe that Bidder will be qualified for award of work.
22. TPADL reserves the right to verify all statements, information and documents, Submitted by the Bidder in response to Tender Document. Any such verification or the lack of such verification by TPADL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of TPADL there under.

--- XXX ---

# STAFFING SERVICES AGREEMENT

between

**\_\_\_\_\_ and TP Ajmer Distribution Limited**

## THE PARTIES

| _____ (“_____”)           |  | TP Ajmer Distribution Limited ("Client") |  |
|---------------------------|--|------------------------------------------|--|
| Corporate Identity Number |  | Corporate Identity Number                |  |
| Registered Address        |  | Registered Address                       |  |
| Contact Person            |  | Contact Person                           |  |
| Phone                     |  | Phone                                    |  |
| Email                     |  | Email                                    |  |

## WHEREAS

- I. \_\_\_\_\_ represents and warrants that it is a company providing human resources solutions by way of recruitment, staffing, training and business process outsourcing to various kinds of companies.
- II. On the basis of the abovementioned representations and warranties, the Client is willing to engage \_\_\_\_\_ for the provision of certain Services (as defined in Clause 1.1 below).
- III. Based on the above, \_\_\_\_\_ and Client ("Parties") are willing to enter into this Staffing Services Agreement ("Agreement") executed as of \_\_\_\_\_ subject to the following

## CLAUSES

### 1. Scope of Services

- 1.1. \_\_\_\_\_ shall provide to Client any or all of the following services ("Services") as specified in the relevant Order, following the template attached as Annex 2 ("Order"):
  - 1.1.1. "Payroll": employment of personnel ("Associates") recruited, and administration of Associates' payroll; and/or
  - 1.1.2. "Temporary": secondment of Associates with the Client on deputation for a limited period of time to perform a job or task ("Assignment") requested by the Client; and/or
  - 1.1.3. "Contract": Temporary concerning Assignments above ninety (90) days.
- 1.2. Once \_\_\_\_\_ receives a Service request from Client, \_\_\_\_\_ shall submit electronically (which shall be deemed an original for all purposes) to Client an Order including all the particulars as per Annex 1.
- 1.3. The Client shall confirm to \_\_\_\_\_ within seven (7) working days of its acceptance or non-acceptance of the Order
- 1.4. The Parties shall keep proper records of all communication arising between them under the Agreement. It shall be Client's responsibility to keep any and all receipts (or other evidence) related to extraordinary costs incurred by Associates during the relevant Assignment.
- 1.5. This Agreement shall govern the Services to the exclusion of all other terms and conditions whether written or oral.

### 2. Representations and Warranties

2.1 Each Party represents and warrants that:

- (a) it has full capacity and authority to enter into and to perform this Agreement; and
- (b) this Agreement is executed by duly authorized representatives of the Parties.

### 3. Term and Termination

3.1 The Agreement shall become effective on [REDACTED] and shall remain in force for 2 (Two) year ("Term").

3.2 The Agreement shall be deemed to be terminated on completion of the Term.

3.3 Termination on default by [REDACTED]: The Client may terminate the Agreement at any time if [REDACTED] fails to carry out any of his obligations under this Agreement. Prior to termination, [REDACTED] 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 [REDACTED] fails to bring about the improvement to the satisfaction of the Client, then the Agreement shall be terminated.

3.4 Without prejudice to the rights and remedies available to Client, Client may terminate the Agreement or part thereof with immediate effect with written notice to [REDACTED] if:

3.4.1 [REDACTED] becomes bankrupt or goes into liquidation.

3.4.2 [REDACTED] makes a general assignment for the benefit of creditors.

3.4.3 A receiver is appointed for any substantial property owned by [REDACTED].

3.4.4 [REDACTED] is in breach of any representation or warranty made to the Client by [REDACTED].

[REDACTED] shall not be entitled to any further payment (except for the Services already rendered) under the Agreement if the Agreement is terminated.

3.5 The Client shall be entitled to terminate the Agreement and require [REDACTED] to terminate any Associates deployed hereunder at its convenience, at any time by giving thirty (30) Days prior notice to [REDACTED] or by paying the applicable notice pay that [REDACTED] is required to pay to the concerned Associate/former Associate deployed by [REDACTED] to service the Client (Immediate termination of Associate in proven cases of POSH, indiscipline, unethical behaviour and misconduct without any notice period pay to the Associate). Such notice of termination shall specify that termination is for the Client's convenience and the date upon which such termination becomes effective. Upon receipt of such notice, [REDACTED] shall proceed as follows:

3.5.1 cease all further work, except for such work as may be necessary and instructed by the Client/ Client's representative for the purpose of preserving and protecting Services already in progress and protect materials, facilities and equipment on the Site or in transit;

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

3.5.3 handover all documents, equipment, materials and spares relating to the portion of Services already executed by [REDACTED] or procured from other sources up to the date of termination for which [REDACTED] has received payment equivalent to the value thereof; and

3.5.4 handover those parts of the supplies manufactured/work executed by [REDACTED] up to the date of termination.

Upon termination pursuant to 3.5, [REDACTED] shall be entitled to be paid (a) all sums properly due to [REDACTED] under the Agreement 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 [REDACTED] in connection with this Agreement provided that [REDACTED] shall use its best endeavours to minimise such charges.

3.6 [REDACTED] shall not be released from any of his obligations or liabilities accrued under the Agreement on termination. For the avoidance of doubt, the termination of the Agreement in accordance with this clause shall neither relieve [REDACTED] of its accrued obligations for Warranty

or his accrued liability to pay (liquidated) damages for Delay nor shall entitle it to reduce the value of Performance Security.

#### **4. Fees and Payment**

4.1 As consideration for the provision of the Services, Client shall pay to [REDACTED] the fees and costs specified in the relevant Order, calculated based on Annex 1 ("Fees"). Any applicable taxes arising from the provision of the Services (e.g. GST) shall be added on top of the relevant Fee amount and paid by the Client. Any cost coupled with the cost of engagement or disengagement of the Associates under this Agreement, or any upward revision in the cost of engagement due to the change in the applicable legislation shall be passed on to the Client upon written Gazette notification. Such statutory change shall be backed up by the documentary evidence establishing that the said statutory change became applicable after this Agreement was executed. Accordingly, it is of essence that Client shall make payments to [REDACTED] as per the terms of the Agreement.

4.2 [REDACTED] shall submit invoices to Client either electronically by means of a legibly scanned pdf document or physically for the Services considering any specifications set forth in the relevant Order ("Invoice"). Unless otherwise specified in the relevant Order or Invoice, Client shall settle the Invoice in INR, through bank transfer (charges being paid by Client) as provided in the Annex I.

4.3 [REDACTED] shall be entitled to revise the Fees in case of regulatory changes including any changes to the applicable minimum wages, social security contributions or any other statutory payments upon prior written confirmation from the Client.

#### **5. Other [REDACTED] 's Obligations**

5.1 [REDACTED] shall:

5.1.1 carry out the Services in a professional and diligent manner;

5.1.2 as specified in the relevant Order, select, recruit and/or hire Associates;

5.1.3 Assess Associates strictly based on the information provided by them and on interviews (if applicable). For the avoidance of doubt, [REDACTED] shall not be responsible to conduct any verification checks to validate such information unless explicitly instructed by the Client. Client agrees to reimburse any cost coupled with such verification;

5.1.4 administer and responsible for the employment related matters of the Associates, including wages, benefits, taxes and insurance, as applicable; and

5.1.5 Comply with all applicable laws and regulations concerning the employment of Associates pursuant to this Agreement and obtain all necessary registrations, licenses, approvals, sanctions from PF, ESI, and Contract Labour Act and under any other applicable laws.

5.1.6 Appoint project manager / project in-charge to direct, supervise, control the associates in relation to the Assignment.

#### **6. Other Client's Obligations**

6.1 Client shall:

6.1.1 provide the Associates with a suitable and safe place of work in accordance with the applicable laws and treat the Associates fairly;

6.1.2 All establishment related compliance including inquiry under POSH will be led by the Client, [REDACTED] agrees to extend all the required support in such investigations and also in implementation of the recommendations of the Client's Internal Committee;

6.1.3 provide guidance to Associates in relation to the Assignment;

6.1.4 enable Associates access to Client's premises and information systems (requiring Associates to sign confidentiality agreements) and provide them with adequate tools and equipment, in order for them to carry out the Assignment;

6.1.5 implement a leave policy in compliance with the applicable laws and facilitate the Associates with leaves as per its policies;

6.1.6 advise the project manager / project in-charge appointed to direct, supervise and control the Associates, being responsible for their acts and omissions;

6.1.7 for the purposes of payment to Associates approve the verified details submitted by [REDACTED] project manager / project in-charge with respect to attendance and leave details (including any advances given, sums recoverable, reimbursements payable- with supporting bills, vouchers) of the Associates for the applicable month on a timely basis (before the end of the pay cycle) in prescribed formats by the Associate every month, as required by [REDACTED]; It would be the responsibility of the [REDACTED] project manager / project in-charge to prepare and submit accurate details of the items mentioned above.

6.1.8 punctually pay all Fees to [REDACTED] and comply with Other Associate Benefits, as specified in Annex I;

6.1.9 pay [REDACTED] the Fees mentioned in Annex I (i.e. Absorption of Associate) if: (a) during an Associate's Assignment (within the scope of Temporary or Contract Services) and within twelve (12) months after the Assignment has been terminated by any Party and for any reason; or (b) within twelve (12) months after [REDACTED] has provided to Client information relating to a potential Associate; the Client or any of its affiliates directly or indirectly (through a third party, e.g. staffing provider) employs or engages in any form of relationship whatsoever (independent contractor, etc.) with such Associate.

6.1.10 The Client understands that the Associates will be entitled for leave benefit, minimum wages etc. as applicable/entitled under the applicable laws from time to time (including but not limited to The Maternity Benefit Act, Shops & Commercial Establishment Act, Factories Act, Minimum Wages Act etc.). Maternity benefits, gratuity (as may be applicable), statutory bonus (associated as payments) will be processed by [REDACTED] to the Associates. Certain other benefits applicable to a facility/location (workplace safety, Crèche, etc.) shall be provided by the Client at its premises. The salary / CTC of the Associates will be revised depending upon the change in the aforesaid statutes wherever applicable and upon written Gazette notification. Any revision or changes stipulated by law to any statutory payments including minimum wages, computation of benefits, etc., shall be paid to the Associates in the first instance and recharged to the Client as mutually agreed between the Parties upon written Gazette notification; Such statutory change shall be backed up by the documentary evidence establishing that the said statutory change became applicable after this Agreement was executed and

6.1.11 Do not transfer or assign an Associate to any affiliate or third party without prior written consent of [REDACTED].

## 7. Employment

It is agreed by and between the Parties that the Client shall not be held responsible or liable under the labor laws, concerning employment, that are in force and that may come into force from time to time, in respect of the Associates, and that [REDACTED] alone shall be solely responsible for their terms and conditions of services and on no account the Associates shall be deemed to be employee of the Client.

[REDACTED] hereby further agrees that the Client will not be held responsible against any claims, charges, demands made or raised on the Client by the Associates, to the extent that they relate to this Agreement.

## **8. Statutory Compliance**

Parties understand that statutory compliance is an obligation imposed by law, on [REDACTED] in its capacity as a staffing contractor and on the Client in its capacity as a principal employer of the Associates deployed pursuant to this Agreement. Therefore, either Party declares its willingness and acceptance of respective obligations under the applicable laws and ancillary processes thereto including timely payment of wages and all applicable benefits legitimately due and payable to the Associates from time to time during the period of deployment under this Agreement. Therefore, it is clarified that the Client will not unreasonably hold any formal approvals required to be provided under this Agreement relating to the operational activities for meeting statutory obligations including payment of wages, statutory bonus, gratuity and all applicable benefits to the Associates. If such formal approvals are not provided within the agreed timelines, [REDACTED] may assume such approvals in order to ensure compliance under the applicable laws governing the employment of the Associates. In the event that, as a direct result of [REDACTED]'s compliance obligations with any Gazette notifications and justification of change about the impact of notification/mandate of any governmental authority, the direct cost of salary and all applicable benefits payable/paid to current or former Associates pursuant to deployment as Services hereunder increases, [REDACTED] shall be entitled to increase the fees set forth herein in the relevant jurisdiction in which the mandate took effect. In all such instances, [REDACTED] will notify Client of any such fee increase.

Parties agree that, any such statutory changes shall be backed up by the documentary evidence establishing that the said statutory change became applicable after this Agreement was executed.

## **9. Reporting, Disciplinary and Grievance Procedure**

9.1 During the term of this Agreement, [REDACTED] project manager / project in-charge shall receive instructions from the Client and share with the Associates to abide by any suggestions, instructions etc. given whether by the Client or any assigned person(s) as regards services under this Agreement, including with respect to work requirements, leave, holidays etc.

9.2 Any disciplinary concerns of the Associates and/or grievances & complaints of the Associates shall be raised by the Client with of [REDACTED] shall immediately look into such concerns or complaints and resolve the same to the satisfaction of the Client.

## **10. Confidentiality**

The Parties acknowledge that certain business, financial and operational information and certain data of a secret and proprietary nature, including this Agreement and the relevant Orders (all such information being referred to as "Confidential Information") have been or may be disclosed to each other. The Parties certify that such Confidential Information will be held in complete confidence, and without the other Party's prior written consent will not be disclosed, in whole or in part, at any time, to any other person, nor used for any purpose other than the performance of this Agreement.

10.1 Clause 10 shall not apply to the extent that:

- (a) such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure;
- (b) such information was obtained from a third party without obligation of confidentiality;
- (c) such information is or becomes within the public domain at the time of disclosure other than through a breach of this Agreement; or
- (d) Such information was independently developed without access to the other Party's Confidential Information.

10.2 Disclosure required by any applicable law, court or any other governmental authority having legitimacy, shall be allowed provided that the other Party is notified in writing beforehand.

10.3 The above confidentiality obligations shall be binding on the Parties for a period of One (1) year from the last access to Confidential Information and thereafter for a period of four months from date of expiry or early termination of this agreement, whichever is earlier.

#### 10.4 Data Protection

10.5 The Parties shall comply with the requirements of, any applicable data protection laws and regulations – as amended from time to time ("Data Protection Laws").

10.6 The Parties confirm that they will treat any personal data (defined by the Data Protection Laws - "Personal Data") related to the other Party, according to the Data Protection Laws. Except for the performance of this Agreement, neither Party shall process the Personal Data obtained under this Agreement from the other Party for any other purposes without the prior written consent of the disclosing Party.

10.7 Each Party shall be responsible to obtain any necessary consent from data subjects whose Personal Data is required in connection with the Services. For the avoidance of doubt, in the case of Payroll, the Client shall obtain the consent from the relevant Associates.

10.8 The Parties shall put in place sufficient security procedures to ensure (a) protection of Personal Data obtained under this Agreement; and (b) compliance with the Data Protection Laws.

### 11. Indemnification

11.1 [REDACTED] shall indemnify the Client from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of any kind or nature whatsoever (including any claims by third party for damage to or destruction of property of, or claims for death of or bodily injury to any person), that may be imposed on, incurred by, or asserted against the Client in any way relating to or arising out of this Agreement (including on account of any act or omission of Associates); save and except where any such claim, suit, proceeding, action, and/or demand has arisen due to the negligence, breach (of any of its obligations under this Agreement and/or breach of Applicable Laws) or default of the Client.

### 12. Liability

12.1 Notwithstanding anything else contained elsewhere in this Agreement, the total liability of [REDACTED] towards the Client shall in no event (irrespective of the nature of claim) exceed an amount equivalent to 100% of the total aggregate Mark-up paid by the Client in a period of six (6) months to [REDACTED] under this Agreement prior to the date on which claim is made.

12.2 [REDACTED] will be liable in contract, tort, strict liability, warranty or otherwise, for any damages caused by Associates. However, either Parties shall not be liable for any indirect, special, punitive, incidental or consequential damages caused by or due to Associates, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

### 13. Legal Relationship

13.1 The legal relationship of the Parties shall be that of independent contractors. Nothing in this Agreement is intended to create a relationship of principal and agent, employer and employee or partnership. Nothing in this Agreement shall purport to constitute a Party as a partner, agent, employee or representative of the other Party and a Party shall not represent himself as such or represent himself as having power or authority to incur any obligation of any nature on behalf of the other Party. Each Party's authority to act for the other Party shall be limited to that expressly granted under this Agreement. A Party has no authority to make any commitments, or to enter into any arrangements or

agreements on behalf of the other Party, or to make any representations or warranties on behalf of the other Party (except as specifically authorized from case to case by such Party).

13.2 All transactions between the Parties under this Agreement shall be at an arms length basis.

#### **14. Force majeure**

A Party shall not be liable for any failure of or delay in the performance of this Agreement (for the period of that failure or delay) if it is due to causes beyond its reasonable control, including but not limited to acts of God, pandemic, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. In case the force majeure event continues for a period of one (1) month or more, either Party shall be entitled to terminate this Agreement with immediate effect.

#### **15. Miscellaneous**

15.1 The Agreement contains the entire agreement between the Parties relating to the subject matter thereof and shall supersede any and all prior offers, promises, proposals, agreements and undertakings, whether oral or in writing, express or implied.

15.2 No amendment or variation to this Agreement shall be effective unless made in writing and signed by the authorized representatives of the Parties.

15.3 Should any provision of the Agreement be declared void or non-enforceable, such declaration shall not affect the rest of this Agreement which shall be fully valid and enforceable. In this case, the Parties shall negotiate in good faith in order to replace the provision declared void or unenforceable with a new provision valid and enforceable, which preserves the original intention of the Parties.

15.4 A Party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof.

15.5 Clauses 4, 5, 6 and 7 through 11 shall survive the termination of this Agreement.

15.6 All notices shall be sent in writing by electronic means to the email addresses set forth at the head of this Agreement or to such other email and/or registered addresses as either Party may from time to time notify to the other Party.

15.7 To the extent permitted by law, during the term of this Agreement and for six (6) months thereafter, either Party and any of its stakeholders shall not, without the prior written consent of the other Party, directly solicit or attempt to solicit, divert or entice away employees of such former Party. However, any offer of employment made pursuant to an application received based on any general solicitation to the public, such as job postings or general advertisements, will not be subject to the terms of this restriction.

#### **16. Law and Jurisdiction**

The Agreement shall be governed by the applicable Laws of India.

The Parties will attempt in good faith to resolve any dispute or claim in relation to this Agreement through negotiations between their representatives with authority to settle the relevant dispute. In the event of any dispute or differences arising out of or in connection with the Agreement, if not settled amicably within 30 (thirty) days, shall be referred to arbitration by a sole arbitrator mutually appointed by the Parties under the provisions of Arbitration and Conciliation Act, 1996 along with its modification/amendments. The venue and seat of arbitration shall be at **Ajmer** and the courts at **Ajmer** alone shall have exclusive jurisdiction to try and entertain any proceedings arising out of or in connection with the Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement, being entitled to sign in counterparts which shall be considered one and the same instrument. The Parties expressly agree and acknowledge that electronically signed copy of this Agreement shall be considered valid and enforceable for all purposes.

| [Signature]              | [Company Seal] |
|--------------------------|----------------|
| Name:<br>Title:<br>Date: |                |

| TP Ajmer Distribution Limited |                |
|-------------------------------|----------------|
| [Signature]                   | [Company Seal] |
| Name:<br>Title:<br>Date:      |                |

## Annex I

### I. Commercials

The Client shall be liable to pay \_\_\_\_\_ for the following:

| Sl. No | Particulars                                                                                           | Amount/percentage                                                                                                                                                                                                                                                                                      |
|--------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | One time candidate sourcing fee                                                                       | Rs. _____ per Associate (excl. Taxes) shall be payable.                                                                                                                                                                                                                                                |
| 2      | Mark-up (Fee) payable on all Payouts (Associate salary, reimbursements & other payouts to Associates) | _____                                                                                                                                                                                                                                                                                                  |
| 3      | Absorption Fee                                                                                        | In the event that any Associate referred by _____ is absorbed/employed directly by the Client in any role, a one-time absorption fee equivalent to _____ of the Associate's CTC (Cost to Company), i.e., the total annual compensation package, excluding applicable taxes, shall be payable to _____. |
| 4      | Background Verification                                                                               | Rs. _____ per Associate (one-time). Identity proof, address proof and criminal record verification shall be carried out for the recommended Associate within thirty (30) days from the date of joining.                                                                                                |
| 5      | Insurance Charges: Group Medical Coverage (GMC) + Group Term Life Insurance (GTLI)                    | Shall form part of the Associate's CTC, as applicable.                                                                                                                                                                                                                                                 |
| 6      | Medical Check Up                                                                                      | At actual cost plus applicable mark-up, only where specifically requested/approved by the Client.                                                                                                                                                                                                      |
| 7      | Pricing Model                                                                                         | Pay and Collect                                                                                                                                                                                                                                                                                        |

- **Recruitment Services:** \_\_\_\_\_ shall provide end-to-end recruitment and hiring support to identify, select and onboard suitable candidates as per the manpower requirements and requisitions provided by the Client.
- **Candidate Sourcing / Deployment Period:** Suitable CVs shall be shared by \_\_\_\_\_ within five (5) working days from the date of receipt of the approved manpower request from the Client.
- **Background Verification:** \_\_\_\_\_ shall carry out appropriate background verification of the recommended Associates, including identity proof, address proof and criminal record verification, as applicable.
- **Onboarding Support:** \_\_\_\_\_ shall provide onboarding support to facilitate the smooth joining and integration of the selected Associates with the Client.
- **Deployment of Associates:** \_\_\_\_\_ shall deploy the selected candidates as Associates within thirty (30) days from the date of their selection, subject to candidate availability, completion of required documentation and other applicable formalities.
- **Statutory Compliance:** \_\_\_\_\_ shall ensure compliance with all applicable statutory requirements and labour laws in respect of the Associates, including Employees' Provident Fund (PF), Employees' State Insurance (ESIC), Gratuity and other applicable statutory benefits/contributions, as per applicable laws.

- **Employee Documentation:** [REDACTED] shall maintain and manage the required employee documentation and records of the Associates in accordance with applicable laws and the requirements mutually agreed between the Parties.
- **Attendance & Leave Management:** [REDACTED] shall manage attendance and leave records of the Associates based on the attendance and leave process mutually agreed with the Client through [REDACTED] Attendance and Leave Application – Digital platform required without any additional charges.
- **Leave Policy:** as per the Client leave policy.
- **Group Medical Coverage (GMC):** Group Medical Coverage under the Family Floater scheme shall be provided with a coverage of Rs. 3,00,000/- (Rupees Three Lakhs only) for a family comprising one (1) employee and up to three (3) eligible family members (1+3), subject to the terms and conditions of the applicable insurance policy.
- **Group Term Life Insurance (GTLI):** Group Term Life Insurance coverage of Rs. 10,00,000/- (Rupees Ten Lakhs only) shall be provided to the Associates, subject to the terms and conditions of the applicable insurance policy.
- **Reimbursements:** The following reimbursements shall be applicable to the Associates, subject to the Client's applicable policies and approval:
  - a) Mobile Reimbursement: Rs. 250/- per month.
  - b) Conveyance: Rs. 5/- per kilometre for approved official/field duties.
  - c) Official Travel: Expenses incurred towards approved official travel shall be reimbursed at actuals through the applicable reimbursement process.
- **Performance Management System:** [REDACTED] shall provide support for implementation and management of the Performance Management System, including tracking, assessment and performance-related processes, as mutually agreed between the Parties.
- **Compliance Management:** [REDACTED] shall provide compliance management support and maintain the applicable compliance-related records and documentation in accordance with applicable labour laws and statutory requirements.
- **ID Cards, Uniforms and Other Supplies:** ID cards shall be provided at no additional charge. Uniforms or any other supplies specifically requested by the Client shall be provided at actual cost plus applicable mark-up, subject to the Client's prior approval.
- **Notice Period and Replacement:** In the event of resignation by an Associate, a notice period of sixty (60) days shall be applicable. [REDACTED] shall initiate the replacement process upon acceptance of the Associate's resignation by the Client and shall provide onboard a suitable replacement within forty-five (45) days from the date of such acceptance. A period of fifteen (60-45 = 15) days shall be considered for the smooth completion of Handing Over and Taking Over (HOTO) activities, as applicable.  
 In addition, [REDACTED] shall provide a free replacement, with the applicable candidate sourcing fee waived, for any Associate who leaves or drops out within ninety (90) calendar days from the date of deployment, provided that such separation is not attributable to any act, omission or decision of the Client.
- **Reimbursement of CTC, Statutory Payments and Other Costs:** The Client shall reimburse [REDACTED] for the applicable Associate CTC, statutory payments, approved reimbursements and any other payments/costs mutually agreed between the Parties, incurred by [REDACTED] in the course of providing the services under this Agreement, in addition to the service fees/mark-up agreed under this Agreement.
- **Reduction / Discontinuation of Associates:** In the event that the Client no longer requires the services of any Associate or intends to reduce the number of Associates deployed, the Client shall provide [REDACTED] with at least thirty (30) days' prior written notice. The Client shall remain liable for the

applicable CTC, statutory payments, reimbursements and other agreed costs payable during such notice period.

## II. Attendance Cycle

- The Client shall choose one of the attendance cycles mentioned in Annex-III for processing the payments to the Associates and reimburse such payments to [REDACTED] promptly upon invoicing.

## III. Payment terms

1. [REDACTED] shall submit the monthly invoices by 1st week of every month for the amount payable by Client (Associate salary, reimbursement etc.). Any invoice for the purpose of expense reimbursement (Travel, relocation etc. at actuals) to Associates shall be raised separately.
2. Payment shall be released within 30 days from the date of receipt of error free invoice.

## IV. Revision in Service Fees

*The service fee is valid for a period of two year starting effective date of this agreement and the fee shall be revised based on mutual agreement between Parties on account of the Cost of Living applicable to the Associates ("COLA").*

*Any changes in the scope of work will be mutually discussed & agreed.*

| [Signature]  | [Company Seal] |
|--------------|----------------|
| Name: _____  |                |
| Title: _____ |                |
| Date: _____  |                |

**Annex II**  
**Order Form**

With reference to the service agreement signed between Client & \_\_\_\_\_ on \_\_\_\_\_

**Job Description**

| <b>Job Requirements</b>            | <b>Description</b> |
|------------------------------------|--------------------|
| <b>Job Title</b>                   |                    |
| <b>Department</b>                  |                    |
| <b>Detailed Work Profile</b>       |                    |
| <b>Contract Duration</b>           |                    |
| <b>Location of Posting</b>         |                    |
| <b>Experience required</b>         |                    |
| <b>No of Associates Required</b>   |                    |
| <b>Fresher Considered (Yes/No)</b> |                    |

| <b>Education Profile</b>                                              | <b>Specifications</b> |
|-----------------------------------------------------------------------|-----------------------|
| <b>Graduation</b>                                                     |                       |
| <b>Post Graduation</b>                                                |                       |
| <b>Special Course</b>                                                 |                       |
| <b>Personal Attributes</b>                                            |                       |
| <b>Communication Skills</b>                                           |                       |
| <b>Languages Known</b>                                                |                       |
| <b>Key Competencies (Knowledge, Skills, Attitude &amp; Behaviour)</b> |                       |

Yours Truly,

(TP Ajmer Distribution Limited)

Place: Ajmer

Date:

**Client may modify the format of Order and communicate to \_\_\_\_\_ based on its requirements.**

|                                            |                |
|--------------------------------------------|----------------|
|                                            |                |
| [Signature]                                | [Company Seal] |
| Name: _____<br>Title: _____<br>Date: _____ |                |

### Annex III

#### Standard Terms applicable for attendance and pay rolling cycle for engagement of:

\_\_\_\_\_ ("\_\_\_\_\_") by TP Ajmer Distribution Limited ("Client") for staffing service engagement. Contract staff hired and deployed by \_\_\_\_\_ are referred to as the Associates.

1. All onboarding of Associates will be done by standard process governed by statutory guidelines of basic "joining kit" with list of documents as per Vendor policies or through digital onboarding through APP.
2. Attendance cycle to be followed from the below table (to be decided by Client).

| Attendance Cycle | Input providing cut off date by / Associate / Project Manager | Client Approval date | Payout Date                    | Tick to choose                      |
|------------------|---------------------------------------------------------------|----------------------|--------------------------------|-------------------------------------|
| 16th to 15th     | 20th of the Month                                             | 23rd of the Month    | 30th/31st of the current month | <input checked="" type="checkbox"/> |

3. The project manager / project in-charge appointed by \_\_\_\_\_ shall submit the verified details of attendance in the prescribed format with all required details i.e. (Ex: Emp. codes, Name, correct pay days, Leave & LOP) as per above agreed dates to the Client for approval of payments.
4. Any attendance missed out by Associate / Client will be shared in the next cycle and paid out as arrears along with the salary of the next cycle.
5. Inputs required to process salaries and benefits, including but not limited to attendance, PO etc ("Information") shall be received on time, any delay in inputs will consequentially delay in the points mentioned below. Client agrees that the payment of the salary and benefits to the deployed Associates for any given month is one of the statutory requirements and that such salary and benefits shall be processed before the relevant day of payout. Any operational requirements including any pending approvals, Information is deemed given for the relevant payroll cycle in cases where such approval or Information is not given before the agreed cut of date. Payment of salaries to deployed Associates are made in good faith by \_\_\_\_\_ and the Client shall reimburse all such invoices in accordance with the terms of the Agreement.
6. \_\_\_\_\_ will submit standard monthly invoice in it's format base on tax regulation by the 1st week of the month, if there has been any delay in the inputs or multiple corrections, then there will be delay in submission of invoices.
7. Reimbursement, Incentives, Other allowances or payouts will be processed once in a month. The mode of input will be defined by the client on month to month basis. (As per annexure-I) Following are the standard statutory document which will be provided based on Client request (ESIC challan / PF challan).
8. Any additional service outside standard scope will be charged as onetime fee or monthly billing based on nature of service as mutually agreed. Input of Attendance will be received from Client Project Manager.

|              |                |
|--------------|----------------|
| [Signature]  | [Company Seal] |
| Name: _____  |                |
| Title: _____ |                |
| Date: _____  |                |

**Annex-IV**  
**SAMPLE TEMPLATE**

**[REDACTED]:**  
**PAN:**  
**GSTIN No.:**  
**Invoice No.:**  
**State:**  
**Invoice Date:** [Date of the invoice]

| Bill To: [Client Code] | Ship To: [Client Code] |
|------------------------|------------------------|
|                        |                        |
|                        |                        |
|                        |                        |
|                        |                        |
|                        |                        |

**Department:**  
**PO/WO No:**  
**PO/WO Value:**  
**PO/WO Date:**  
**Other Details:**  
**Credit Terms:**  
**PO Start Date:**  
**PO End Date:**  
**Project Name:**  
**Project Manager:**  
**Service Category:**  
**HSN/SAC Code:**  
**Place Of Supply:** **Ajmer**  
**Process Period:**  
**Total Associates:**

**Terms & Conditions**

- 1) Whether the tax is payable on reverse charge basis:
- 2) All payments should be made as per the terms specified in the agreement.
- 3) Please quote the Invoice/Debit note Number while remitting the payment. (Please share the Payment advice to
- 4) TDS Certificate to be forwarded to:
- 5) Kindly make the payment through RTGS/NEFT, our bank wiring details as mentioned below.

**Beneficiary Name:**

**Bank Name:**

**Bank Address:**

**IFSC Code:**

**Bank Account no.:**

**For**

Authorized Signatory

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Compliance of Local Laws:

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

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

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

### 4. Owner's Obligation:

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

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

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

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

### 6. Title of Property:

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

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

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

#### 7. Work Completion schedule:

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

#### 8. Contract Price and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 11.2 The overall cap on liquidated damages shall be limited to 10% of the Contract Price.

#### **12. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20. Governing Laws

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

## 21. Jurisdiction

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

## 22. Dispute settlement:

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

## 23. Force majeure:

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

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

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

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

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

## 24. Sub letting and Assignment

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

## 25. Limitation of Liability:

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

## 26. Confidentiality:

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

**27. Termination:**

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

**28. Consequential Damages:**

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

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

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

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

### 30. Non-Exclusive Agreement

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

### 31. Severability

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

### 32. Housekeeping & Removal of scrap:

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

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

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

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

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

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

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

### 33. Tata Code of Conduct

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

### 34. Responsible Supply Chain Management:

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

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

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

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

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

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

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

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

### **35. Vendor rating:**

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

### **36. Vendor Feedback:**

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

[CC\\_CUSTOMERFEEDBACK@tatapower.com](mailto:CC_CUSTOMERFEEDBACK@tatapower.com)

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

### **37. Non-Waiver:**

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

# **ESG FRAMEWORK FOR BUSINESS ASSOCIATES**

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

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

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

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

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

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

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

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

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

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

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

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

The BA is expected to:

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

#### **Waste Disposal:**

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

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

#### **Water Management:**

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

**Compliance to Law:**

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

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

**Social Accountability (SA 8000):**

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

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

**Health and Safety**

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

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

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

### **Grievance Mechanism**

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

### **Data Protection**

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

## **ANNEXURE-I**



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

Signature

Business Associate Name

## **ANNEXURE-II**

## CORPORATE SUSTAINABILITY POLICY

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

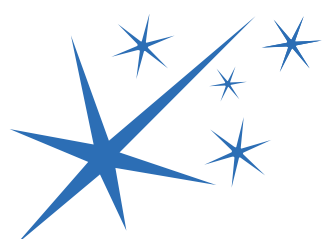
- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the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

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



(Praveer Sinha)  
CEO & Managing Director

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



## **Supplier Code of Conduct**

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

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

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

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

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

### **Do’s**

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

### **Don’ts**

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

### **Reporting Violations**

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

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

## CYBERSECURITY COMPLIANCE

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

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

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

## **2. Conditional Obligations — applicable where the supply category applies**

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

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

### **3. Remedies, Indemnity, and Survival**

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

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

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

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

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

### 1. Price:

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

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

### 2. Taxes and Duties:

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

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

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

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

### **3 Packing details:**

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

### **4 Transportation and Unloading at Site:**

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

### **5 Insurance:**

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

### **6 Payment Terms:**

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

### **7 Bills and invoice:**

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

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

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

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

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

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

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

### **8 Transfer of Title and risk:**

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

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

### **9 Contract Performance Bank Guarantee (In case applicable):**

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

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

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

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

## **10 Price reduction:**

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

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

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

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

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

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

## **11 Warranties:**

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

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

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

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

## **12 Quality, Testing, inspection, installation:**

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

- 12.2 Wherever a specific Quality Assurance Plan is provided with the Request for Quotation (RFQ) or agreed as part of the commercial/ technical discussions, the same shall be binding on the Vendor.
- 12.3 The material shall be inspected
- At consignee end by Purchaser.
  - At factory premise of the Vendor/ sub-vendor by Purchaser or third party duly nominated by Purchaser. The Vendor shall extend all necessary co-operation to Purchaser/ third party inspector carrying out the inspection. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 12.4 The Vendor will inform Purchaser at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/ its sub-Suppliers works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 12.5 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy Purchaser that the Material(s) and the parts and components comply with the requirements of the Contract.
- 12.6 *All costs associated with the inspection shall be included in cost of Material(s).*
- 12.7 Original material test certificate/ performance test certificate/ fitment certificate/ test reports etc. relevant/ applicable as per the

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

### **13 Rejection:**

- 13.1 Rejected goods shall be removed and replaced within 14 days of the date of communication of rejection.
- 13.2 Claim in respect of breakage/shortages in any cases shall be referred on the Vendor within ninety (90) days from the date of receipt of Goods by the Purchaser which shall be replaced/made good by the Vendor at his own cost. All risk of loss or damage to the material shall be upon the Vendor till it is delivered to the purchaser/consignee.

### **14 General Indemnity:**

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

### **15 Indemnity against IPR:**

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

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

**16 Latent Defects Liability period (if applicable):**

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

**17 Force Majeure:**

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

**18 Variation:**

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

**19 Termination**

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

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

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

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

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

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

## **20 Sub letting and assignment:**

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

## **21 Dispute Resolution:**

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

## **22 Governing laws**

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

## **23 Jurisdiction**

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

## **24 Limitation of Liability**

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

## **25 Confidentiality:**

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

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

## **26 Consequential Damages:**

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

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

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

## **28 Relation between parties:**

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

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

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

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

## **30 Tata Code of Conduct**

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

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

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

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

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

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

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

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

### **32 Vendor rating**

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

### **33 Vendor Feedback:**

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

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

### **34 Non-Waiver:**

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

### **35 Repeat Order:**

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

### **36 Severability**

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

# **ESG FRAMEWORK FOR BUSINESS ASSOCIATES**

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

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

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

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

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

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

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

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

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

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

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

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

The BA is expected to:

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

#### **Waste Disposal:**

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

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

#### **Water Management:**

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

**Compliance to Law:**

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

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

**Social Accountability (SA 8000):**

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

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

**Health and Safety**

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

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

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

### **Grievance Mechanism**

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

### **Data Protection**

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

## **ANNEXURE-I**



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

Signature

Business Associate Name

## **ANNEXURE-II**

## CORPORATE SUSTAINABILITY POLICY

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

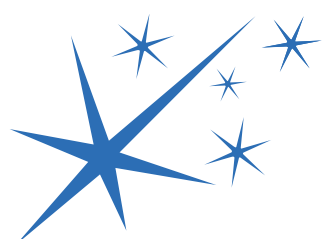
- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the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

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



(Praveer Sinha)  
CEO & Managing Director

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



## **Supplier Code of Conduct**

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

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

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

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

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

### **Do’s**

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

### **Don’ts**

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

### **Reporting Violations**

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

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

## **CYBERSECURITY COMPLIANCE**

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

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

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

## **2. Conditional Obligations — applicable where the supply category applies**

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

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

### **3. Remedies, Indemnity, and Survival**

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



## Vendor Registration Form

## Corporate Contracts

To be Filled in Block letters By Vendor. Note **Annexure 1 - CSM F1** is Mandatory for Service / Composite Vendor Registration

**MATERIAL**

**SERVICE**

**COMPOSITE**

**CONSULTANT**

|                                 |               |            |            |            |            |  |
|---------------------------------|---------------|------------|------------|------------|------------|--|
| Title (M/S., Mr., Mrs., Dr.,) * |               |            |            |            |            |  |
| Company Name (35 Char) *        |               |            |            |            |            |  |
| Country code - Mobile No *      |               |            |            |            |            |  |
| Country Code - Tel. No *        |               |            |            |            |            |  |
| Country Code - Fax No           |               |            |            |            |            |  |
| Email ID *                      |               |            |            |            |            |  |
| Street / House No *             |               |            |            |            |            |  |
| Country *                       |               | State *    |            | District * |            |  |
| City *                          |               | Pin code * |            | Language   |            |  |
| Category                        | General       |            | MOEF       |            | SC / ST    |  |
|                                 | Related Party |            | MSME / SSI |            | OBC/Others |  |

### Bank Details (all details to be filled for enabling NEFT Transfer)

|                                          |  |                  |  |
|------------------------------------------|--|------------------|--|
| Name of Bank *                           |  |                  |  |
| Bank Details ID *                        |  | PAN Number *     |  |
| Account No. *                            |  | Account Holder * |  |
| Bank Key *                               |  | Bank Country *   |  |
| MICR Code *<br>(Attach Cancelled Cheque) |  |                  |  |
| IFSC Code *                              |  |                  |  |
| IBAN *                                   |  |                  |  |
| Payment thro RTGS/NEFT*                  |  |                  |  |

### Quality / Safety Systems (Mandatory for Service and Composite Vendor Registration)

|                       |  |                           |  |
|-----------------------|--|---------------------------|--|
| OHSAS 18001 Certified |  | Risk Management Process   |  |
| ISO 9001 Certified    |  | ISO 14001 / EMS Certified |  |

### Declaration and Vendor Authorized Signature

I / We certify that the information furnished above is correct and complete to the best of my/our knowledge and belief. If at any time, I / We are found to have concealed any material information or given any false details, my/our registration shall be liable to summary termination without notice or compensation. I / We are not related to any employee of Tata Power.

We have also received a copy of your Tata Code Of Conduct. We hereby confirm that we have read the same and understand the need to follow the same in Spirit and Letter. If we have any concerns we shall bring the same to the notice of your Chief Ethics Officer.

Email: [cecounsellor@tatapower.com](mailto:cecounsellor@tatapower.com), \* Copy also available on our website <https://www.tatapower.com/pdf/aboutus/Tata-Code-Power-of-Conduct.pdf>

|                            |  |
|----------------------------|--|
| Name *                     |  |
| Designation *              |  |
| Email *                    |  |
| Signature & Company Seal * |  |



### ERP Vendor India Requirement - Taxation Registration Details

|                                    |        |  |           |  |
|------------------------------------|--------|--|-----------|--|
| GST Scheme                         | Normal |  | Composite |  |
| GST Registration No.               |        |  |           |  |
| GST Classification                 |        |  |           |  |
| GST Registration Date              |        |  |           |  |
| Provident Fund No.                 |        |  |           |  |
| ESI Registration No.               |        |  |           |  |
| MSME / SSI Registration No.        |        |  |           |  |
| MSME / SSI Registration Date       |        |  |           |  |
| MSME / SSI Registration Valid Upto |        |  |           |  |

### Mandatory For SERVICE & COMPOSITE (Material + Service) Vendor Registration

|                                                         |     |  |    |  |       |  |
|---------------------------------------------------------|-----|--|----|--|-------|--|
| Annexure 1 - CSM F1-'Safety Category Qualification Form | YES |  | NO |  | N / A |  |
| OSHAS 18001 Certificate                                 | YES |  | NO |  | N / A |  |
| ISO 9001 Certificate                                    | YES |  | NO |  | N / A |  |
| ISO 14001 / EMS Certificate                             | YES |  | NO |  | N / A |  |
| Safety Organization Structure                           | YES |  | NO |  | N / A |  |
| Safety Training Process                                 | YES |  | NO |  | N / A |  |
| Safety Policy                                           | YES |  | NO |  | N / A |  |
| Safety Statistics                                       | YES |  | NO |  | N / A |  |
| Address of sites where WIP                              | YES |  | NO |  | N / A |  |

### Check List of Documents enclosed (To be filled by the Vendor)

|                                                      |     |  |    |  |       |  |
|------------------------------------------------------|-----|--|----|--|-------|--|
| PAN Card Copy                                        | YES |  | NO |  | N / A |  |
| GST Registration Certificate                         | YES |  | NO |  | N / A |  |
| Certificate of Incorporation / Partnership Deed etc  | YES |  | NO |  | N / A |  |
| Signed Conflict of Interest Declaration              | YES |  | NO |  | N / A |  |
| MSME Industry Registration (Mandatory if applicable) | YES |  | NO |  | N / A |  |



### Evaluation Sheet

(To be filled by **Requestioned** - After Checking & Verifying Page 1 to 2 and Annexure 1 - CSM F1 Form)

|                                                                                                                                              |     |  |    |  |                                                     |  |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----|--|----|--|-----------------------------------------------------|--|
| Whether mandatory requirements are filled/attached and verified?                                                                             | YES |  | NO |  | If No, explain reason for waiver in evaluation area |  |
| If registration is for Services also, whether CSM F1 Form has been completed? Documents attached CSM F1 - Safety Category Qualification Form | YES |  | NO |  | N / A                                               |  |
| OHSAS 18001/ ISO 9001 / ISO 14001 Certificate                                                                                                | YES |  | NO |  | N / A                                               |  |
| Safety Organization Structure                                                                                                                | YES |  | NO |  | N / A                                               |  |
| Safety Training Process                                                                                                                      | YES |  | NO |  | N / A                                               |  |
| Safety Policy                                                                                                                                | YES |  | NO |  | N / A                                               |  |
| Safety Statistics                                                                                                                            | YES |  | NO |  | N / A                                               |  |
| Evaluation Process Report                                                                                                                    | YES |  | NO |  | N / A                                               |  |
| Company Code & Description -                                                                                                                 |     |  |    |  |                                                     |  |

| Requested By                              |  | Approved by (HOD)    |  |
|-------------------------------------------|--|----------------------|--|
| Name                                      |  | Name                 |  |
| Signature                                 |  | Signature            |  |
| Department                                |  | Department           |  |
| <b>ERP Vendor Company Codes</b>           |  |                      |  |
| Company Code *                            |  | Sort Key *           |  |
| Reconciliation A/C *                      |  | Check Double Invoice |  |
| With Holding Tax Country                  |  | With Hold Tax        |  |
| Terms of Payment                          |  | Payment Methods      |  |
| <b>ERP Vendor Purchasing Organization</b> |  |                      |  |
| Purchasing Organization *                 |  | Order Currency *     |  |
| Schema Group *                            |  | Sales Person *       |  |
| ABC Indicator *                           |  | Terms of Payment     |  |
| Service Based Invoice                     |  | GR Based Invoice     |  |

**ANNEXURE – 1****CSM F1 - Safety Category Qualification Form**

Type of Vendor -

Service / Composite (Material + Service)

Category -

A / B / C / D (Tick any one)

Name of the Vendor -

| No       | Safety Information                                                                                                                                                                       | Remarks             | Attachments                                  |                     |                       |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------|---------------------|-----------------------|
| <b>1</b> | <b>Organization is certified /accredited to following systems</b>                                                                                                                        |                     |                                              |                     |                       |
| 1A       | OHSAS : 18001                                                                                                                                                                            | Yes / No            |                                              |                     |                       |
| 1B       | ISO : 14001                                                                                                                                                                              | Yes / No            |                                              |                     |                       |
| 1C       | ISO : 9001                                                                                                                                                                               | Yes / No            |                                              |                     |                       |
| 1D       | Any Other                                                                                                                                                                                | Yes / No            |                                              |                     |                       |
| <b>2</b> | <b>Safety Statistics for Last Three (03) Years</b>                                                                                                                                       |                     | Year 1<br>Current Year                       | Year 2<br>Last Year | Year 3<br>Year Before |
| 2A       | LTIFR – Lost Time Injury Frequency Rate                                                                                                                                                  |                     |                                              |                     |                       |
| 2B       | LTISR – Lost Time Injury Severity Rate                                                                                                                                                   |                     |                                              |                     |                       |
| <b>3</b> | <b>Safety Training Process for your Organization</b>                                                                                                                                     | Yes / No            | If "Yes", kindly attach Details / Procedures |                     |                       |
| <b>4</b> | Safety Organization Structure of your Organization<br>1. Total No of Employees<br>2. No of Safety Professional<br>3. No of Engineers /Supervisor<br>4. No of Skilled /unskilled work men | Yes / No            |                                              |                     |                       |
| <b>5</b> | Certified /Skilled workers as a percentage of overall workforce<br>ITI Trained, TPSDI Trained, Licensed Electrician, IBR welder, etc.                                                    | Yes / No            |                                              |                     |                       |
| <b>6</b> | Name and Address of Sites where work are in Progress or worked earlier                                                                                                                   | Details of the Site |                                              |                     |                       |

Name, Signature &amp; Company Seal

To be filled by the Tata Power Requestor

Vendor to be registered for CATEGORY

**A****B****C****D**

- 1) **Category A**- Vendors eligible to carry out High risk Jobs
- 2) **Category B**- Vendors eligible to carry out technical jobs that are low risk
- 3) **Category C**- Vendors eligible to carry out administrative and office jobs
- 4) **Category D**- Vendors eligible to carry out consultant job/other than above A, B, C category

| No | Description                                                                         | Category A | Category B | Category C | Category D |
|----|-------------------------------------------------------------------------------------|------------|------------|------------|------------|
| 1  | Does the Contractor have OHSAS 18001 Certificate?                                   | √          |            |            |            |
| 2  | During site visit check for safety adequacy at site                                 | √          | √          |            |            |
| 3  | Check the safety statistics of Contractor                                           | √          | √          | √          |            |
| 4  | Check the safety orientation & training process of contractor                       | √          | √          | √          |            |
| 5  | Check the organization structure for safety professionals / engineers / supervisors | √          | √          |            |            |
| 6  | Certified / skill workers as a percentage overall work force                        | √          | √          |            |            |
| 7  | Does the Contractor have ISO 9001 Certificate?                                      |            | √          | √          |            |

## **ANNEXURE – 2 (Conflict of Interest Certification)**

### **Objective**

The intent of this disclosure is NOT to prevent an aspirant supplier from making an application, but rather to provide the decision making authorities with information on which Tata Power can make its own judgements and ensure that dealing with such parties is done fairly and transparently by ensuring that people / parties in conflict of interests are involved in the transactions / decision making process.

While requesting a registration, a supplier MUST disclose any actual or potential conflict of interest by giving the details of the person/s within the supplier's company (whether a director or an employee) who may be in actual or potential conflict of interest as per the above referred clause 24 to 27 under D – Our employees of Tata Code of Conduct.

### **Conflict of Interest**

An actual or potential conflict of interest with supplier's may arise where, directly or indirectly.

- a. A proprietor or partner or director or employee (who is party to a transaction) of the supplier is also a member of family or relative of a Tata Power employee.
- b. A proprietor or partner or director or employee (who is party to a transaction) of the supplier is also a director of family or relative of a Tata Power or Tata Group of companies or a person of influence within Tata Power.
- c. A proprietor or partner or director of the company is also a proprietor or partner or director in another company already registered with Tata Power and competing for similar products and / or services.
- d. A company has subsidiary or associate companies already registered with Tata Power and competing for similar products and / or purpose.

For detailed explanation on when an actual or potential conflict of interest may arise, please refer to the 24 to 27 under D – Our employees of Tata Code of Conduct available on the Tata Power website

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

### **Format for declaration**

Supplier's willing to register with Tata Power need to print the enclosed form which should be printed on the Letter Head of their company and be signed by proprietor / partner / executive directors / person authorized by the company for giving such declaration affixing his name, designation below the signature along with seal of the company.



To

Corporate Contracts  
The Tata Power Company Ltd  
Technopolis Knowledge Park, CENTEC,  
Mahakali Caves Road, Chakala,  
Andheri (E), Mumbai 400 093

### Declaration on Conflict of Interest

This is to certify that we, M/s \_\_\_\_\_ are having the following entities / persons in actual or potential conflict of interest while dealing with Tata Power within the spirit of clause 24 to 27 under D – Our employees of Tata Code of Conduct.

| Name & Designation of the entity / person in conflict of interest | Name of Tata Power person to whom related to | Nature of relationship / conflict |
|-------------------------------------------------------------------|----------------------------------------------|-----------------------------------|
|                                                                   |                                              |                                   |
|                                                                   |                                              |                                   |
|                                                                   |                                              |                                   |
|                                                                   |                                              |                                   |
|                                                                   |                                              |                                   |

Note – In case there is no conflicts to be declared, please clarify state as NIL in the first row and strike out the balance lines)

This is to further certify that, we M/s \_\_\_\_\_

- Are not dealing with Tata Power under any other name or through any other subsidiary / associate companies other than the list disclosed above.
- None of our other directors / partners / other proprietors is dealing with Tata Power under any other company name.
- None of the other directors / partners / proprietors / employees holding a position of responsibility and / or authorized to transact with Tata Power has any significant financial interest or other relationship i.e., (Father, Mother, Brother, Sister or any other close family relationship) with any other Tata Power employee or directors of Tata Power or directors of Tata group of companies.

We further declare that as and when there is any change to the above certification, we shall intimate to Tata Power about such changes in the status. We also declare that we have read and understood the Tata Code of Conduct – latest version hosted on Tata Power website <https://www.tatapower.com/pdf/aboutus/Tata-Code-Power-of-Conduct.pdf> and shall abide by all the provisions of the same and will bring any concerns regarding this to the notice of your chief ethics officer on the email id [cecounsellor@tatapower.com](mailto:cecounsellor@tatapower.com)

This is to certify that the above said information is true to the best of my knowledge and that I have the requisite authority to sign above said declaration in my capacity as \_\_\_\_\_ (ID No. \_\_\_\_\_)

Regards,

Name, Signature and Company Seal

## HEALTH AND SAFETY POLICY

**We, at Tata Power, reaffirm our belief that the health and safety of our stakeholders is of the utmost importance and takes precedence in all our business decisions. In pursuit of this belief and commitment, we strive to:**

- Maintain and proactively improve our management systems to minimize health and safety hazards to our stakeholders and all others influenced by our activities.
- Comply and endeavour to exceed all applicable occupational health & safety legal and other requirements by setting the highest standards.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels, for improving and sustaining health & safety performance.
- Involve our employees in maintaining a safe and healthy work environment through risk assessments, periodic reviews of operational procedures, safe work methods and adoption of new technology.
- Develop a culture of safety through active leadership and provide appropriate training at all levels to enable employees developing their skills to work safely.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Ensure availability at all times of appropriate resources to fully implement the health & safety policy of the company.
- Promptly report incidents, investigate for root causes and ensure lessons learnt shared and deployed across the company.
- Ensure service providers and their workmen align with company's safety codes and practices for the health and safety of personnel working with us.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve performance.

We shall actively communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.



(Praveer Sinha)  
CEO & Managing Director

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

**TATA POWER**

**Ligh mg up Lives!**





## CORPORATE ENVIRONMENT POLICY

Tata Power reaffirms its commitment to a clean, safe and healthy environment and shall operate its facilities across the value chain of Generation (Thermal, Hydro, Waste Heat Recovery, Solar, Wind, Hybrid), Transmission, Distribution, and Energy based solutions to customers in an environmentally sensitive and responsible manner.

To achieve the above, Tata Power shall endeavor to:

- Comply and/or exceed all applicable environmental legislation(s).
- Conserve natural resources by improving operational efficiency, reducing wastage(s), preventing pollution, and rational and sustainable use of water and other resources.
- Integrate environmentally sound technologies and best practices for continual improvement in environmental performance by institutionalizing a robust Environment Management System.
- Minimize T & D losses from the distribution process through efficient logistics system operation.
- Proactively assess risks and opportunities and take business decisions to enable sustained environmental performance across all its operations including JVs and Subsidiaries.
- Consider environmental factors in capital investments such as mergers and acquisitions.
- Consider environmental factors while selecting supply chain partners.
- Develop and deliver more efficient and environment-friendly energy-based solutions to customers.
- Integrate the conservation, protection and promotion of biodiversity with the principle of achieving "No net loss of biodiversity".
- Communicate this Policy & inculcate environmental consciousness amongst all its stakeholders.
- Periodically review this policy for applicability, relevance, effectiveness and congruence with the continuously evolving business environment but not lesser than once in three years.
- This policy is applicable to all establishments of Tata Power and employees.

Date: 7<sup>th</sup> October 2021

  
Dr. Praveer Sinha  
CEO & MD

**TATA POWER**  
Lighting up Lives!



## CORPORATE SUSTAINABILITY POLICY

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

We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders

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

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



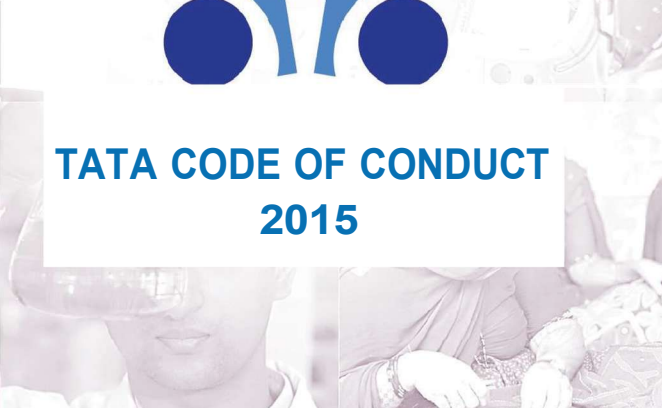
(Praveer Sinha)  
CEO & Managing Director

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





# TATA CODE OF CONDUCT 2015



## LEADERSHIP THAT INSPIRES

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

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

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

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



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

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

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## FOREWORD

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

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

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

**N. Chandrasekaran**

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



## (A.OUR VALUES )

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



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

## B. SCOPE AND PURPOSE OF THIS CODE

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

### REMEMBER ...

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

## OUR CORE PRINCIPLES



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

**J.R.D. Tata**  
Chairman, Tata Sons (1938 - 1991)



## C. OUR CORE PRINCIPLES

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

### REMEMBER ...

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



## OUR EMPLOYEES



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

**J.R.D. Tata**

Chairman, Tata Sons (1938 – 1991)

## D. OUR EMPLOYEES

### Equal opportunity employer

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

### Q&A

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

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

### REMEMBER ...

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

### Dignity and respect

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

### Human rights

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

### Bribery and corruption

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

#### REMEMBER ...

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



## Gifts and hospitality

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

## Freedom of association

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

### REMEMBER ...

As a general rule, we may accept gifts or hospitality from a business associate, only if such a gift: has modest value and does not create a perception (or an implied obligation) that the giver is entitled to preferential treatment of any kind; would not influence, or appear to influence, our ability to act in the best interest of our company; would not embarrass our company or the giver if disclosed publicly.

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

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

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

### Working outside employment with us

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

### Integrity of information and assets

14. Our employees shall not make any wilful omissions or material misrepresentation that would compromise the integrity of our records, internal or external communications and reports, including the financial statements.
15. Our employees and directors shall seek proper authorisation prior to disclosing company or business-related information, and such disclosures shall be made in

accordance with our company's media and communication policy. This includes disclosures through any forum or media, including through social media.

16. Our employees shall ensure the integrity of personal data or information provided by them to our company. We shall safeguard the privacy of all such data or information given to us in accordance with applicable company policies or law.
17. Our employees shall respect and protect all confidential information and intellectual property of our company.
18. Our employees shall safeguard the confidentiality of all third party intellectual property and data. Our employees shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.
19. Our employees shall promptly report the loss, theft or destruction of any confidential information or intellectual property and data of our company or that of any third party.

### Q&A

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

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

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

### Insider trading

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

### Q&A

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

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

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

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

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

### REMEMBER ...

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

### Prohibited drugs and substances

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

### Conflicts of interest

24. Our employees and executive directors shall always act in the interest of our company and ensure that any business or personal association *including close personal relationships* which they may have, does not create a conflict of interest with their roles and duties in our company or the operations of our company. Further, our employees and executive directors shall not engage in any business, relationship or activity, which might conflict with the interest of our company or our group companies.
25. Should any actual or potential conflicts of interest arise, the concerned person must immediately report such conflicts and seek approvals as required by applicable law and company policy. The competent authority shall revert to the employee within a reasonable time as defined in our company's policy, so as to enable the concerned employee to take necessary action as advised to resolve or avoid the conflict in an expeditious manner.
26. In the case of all employees other than executive directors, the Chief Executive Officer/ Managing Director shall be the competent authority, who in turn shall report such cases to the Board of Directors on a quarterly basis. In case of the Chief Executive Officer/ Managing Director and executive directors, the Board of Directors of our company shall be the competent authority.

### Q&A

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

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

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

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



27. Notwithstanding such or any other instance of conflict of interest that exists due to historical reasons, adequate and full disclosure by interested employees shall be made to our company's management. At the time of appointment in our company, our employees and executive directors shall make full disclosure to the competent authority, of any interest leading to an actual or potential conflict that such persons or their immediate family (including parents, siblings, spouse, partner, children) or persons with whom they enjoy close personal relationships, may have in a family business or a company or firm that is a competitor, supplier, customer or distributor of, or has other business dealings with, our company.

### REMEMBER ...

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

### Examples of Potential Conflicts of Interest

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

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

28. If there is a failure to make the required disclosure and our management becomes aware of an instance of conflict of interest that ought to have been disclosed by an employee or executive director, our management shall take a serious view of the

matter and consider suitable disciplinary action as per the terms of employment. In all such matters, we shall follow clear and fair disciplinary procedures, respecting the employee's right to be heard.

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

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

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

### Q&A

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

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

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

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

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

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



## OUR CUSTOMERS



We have continued to enjoy prosperity, even with adverse times to fight against.

Our relations with all concerned are the most friendly. We have maintained the same character for straight-forward dealing with our constituents and customers.

Our productions have continued to be of the same high quality, and therefore command the best reputation and realise the highest prices ..... I mention these facts only to point out that with honest and straight-forward business principles, close and careful attention to details, and the ability to take advantage of favourable opportunities and circumstances, there is a scope for success.

### **Jamsetji Tata**

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

## E. OUR CUSTOMERS

### Products and services

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

### Export controls and trade sanctions

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

### Fair competition

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

### Dealings with customers

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

## Q&A

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

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

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

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

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

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

## REMEMBER ...

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

## OUR COMMUNITIES AND THE ENVIRONMENT



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

### **Jamsetji Tata**

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

## F. OUR COMMUNITIES AND THE ENVIRONMENT

### Communities

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

### The environment

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

## OUR VALUE-CHAIN PARTNERS



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

### **J.R.D. Tata**

Chairman, Tata Sons (1938 - 1991)

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

## G. OUR VALUE-CHAIN PARTNERS

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

### Q&A

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

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

### REMEMBER ...

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

## OUR FINANCIAL STAKEHOLDERS



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

**Ratan Tata**

Chairman, Tata Sons (1991 - 2012)

## H. OUR FINANCIAL STAKEHOLDERS

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

# GOVERNMENTS



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

**Ratan Tata**

Chairman, Tata Sons (1991 – 2012)

## I. GOVERNMENTS

### Political non-alignment

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

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

### Government engagement

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

## OUR GROUP COMPANIES



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

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

### **J.R.D. Tata**

Chairman, Tata Sons (1938 - 1991)

## J. OUR GROUP COMPANIES

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

### Q&A

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

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

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

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

## RAISING CONCERNS

We encourage our employees, customers, suppliers and other stakeholders to raise concerns or make disclosures when they become aware of any actual or potential violation of our Code, policies or law.

We also encourage reporting of any event (actual or potential) of misconduct that is not reflective of our values and principles.

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

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

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

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

### Q&A

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

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

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

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

## ACCOUNTABILITY

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

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

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

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

### SPEAK UP...

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

Could it directly or indirectly endanger someone or cause them injury?

Is it illegal/unlawful or out of line with our policies and procedures?

Does my conscience reject it? Does it conflict with my personal values?

Would I feel uncomfortable if the story appeared in the media? Would it shame my company, spouse, partner, parent or child?

Does it feel wrong?

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

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

**(NOTE)**

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

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

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

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

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

## TATA CODE OF CONDUCT- 2015

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

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

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

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

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

**Name** \_\_\_\_\_

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

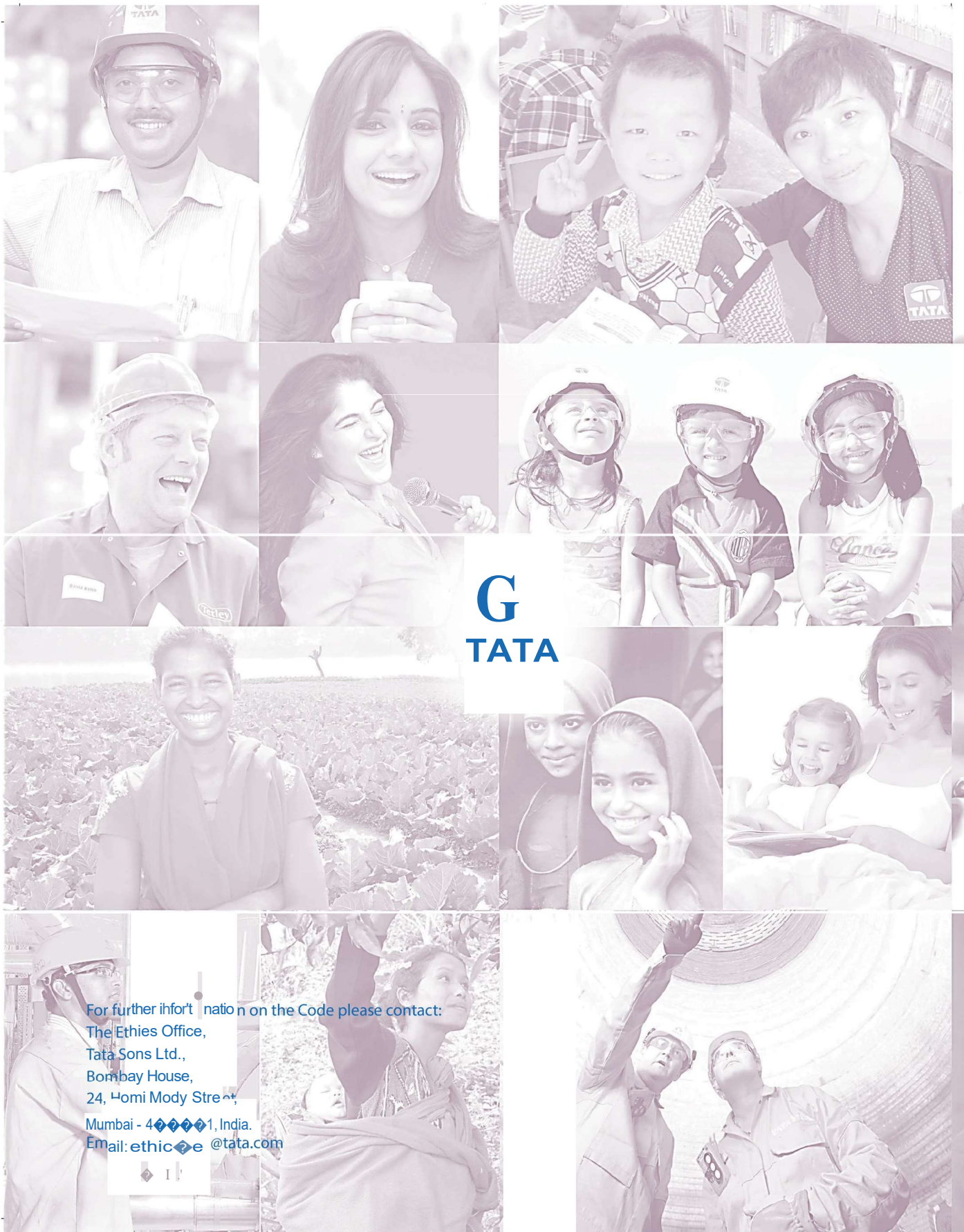
Address: \_\_\_\_\_

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

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







**G**  
**TATA**

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