

<b>The Tata Power Company Ltd</b>		<p style="text-align: center;">OPEN TENDER NOTIFICATION</p>
<p style="text-align: center;">Tender Reference: <b>4100034788/CC25ADO009</b></p>		<p style="text-align: center;">Document Date: 18<sup>th</sup> July 2024</p>

**The Tata Power Company Limited Invites Tender** through E-Tender Two-Part Bidding Process from interested bidders for the following package: -

**A. Summary of the tendered package:**

Sr. No.	Description	Tender Reference no.	Bid Guarantee Fee / EMD (Rs.)	Tender Fee (Rs.)	Last Date and Time for Bid Submission
For the following package please send mail to Mr. Amey Oak ( <a href="mailto:amey.oak@tatapower.com">amey.oak@tatapower.com</a> ) with copy to Mr. Selva Ganesh ( <a href="mailto:selva.ganesh@tatapower.com">selva.ganesh@tatapower.com</a> ).					
1.	Outline Agreement (OLA) for 1 year for Supply of MCCB Panels PAN India.	4100034788/CC25ADO009	Rs. 2,00,000/-	2,000 /-	9 <sup>th</sup> August 2024 1500 Hrs.

**B. Tender Fee Payment Details**

1. Non-Refundable Tender Fee, as indicated in table above, to be submitted in the form of Direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference number –

Beneficiary Name – The Tata Power Co. Ltd.

Bank Name – HDFC Bank Ltd.

Branch Name – Fort Branch, Mumbai

Address – Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023.

Branch Code – 60

Bank & Branch Code – 400240015

Account No – 00600110000763

Account type – CC

IFSC Code – HDFC0000060

2. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating

Tender Enquiry number

Name of authorized person

Contact number

e-mail id

Details of submission of Tender Participation Fee

E-mail with necessary attachment of 1 and 2 above to be send to [amey.oak@tatapower.com](mailto:amey.oak@tatapower.com) with a copy to [selva.ganesh@tatapower.com](mailto:selva.ganesh@tatapower.com) before Last date and time mentioned above

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Interested bidders to submit Tender Participation Fee and Authorization Letter before Last date and time as indicated above. Bids of only those bidders will be accepted who have paid the tender fee and EMD. Link from Tata Power E-Tender system (Ariba) will be shared for further communication and bid submission.

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through Tata Power E-Tender system (Ariba).

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidder who have done the above step to participate in the Tender.

Also it may be strictly noted that once date of “Last date and time for Payment of Tender Participation Fee” is lapsed no Bidder will be sent link from Tata Power E-Tender System (Ariba). Without this link vendor will not be able to participate in the tender. Any last moment request to participate in tender will not be entertained.

Any payment of Tender Participation Fee / EMD by Bidder who have not done the pre-requisite will not be refunded.

Also all future corrigendum’s to the said tender will be informed on Tender section on website <https://www.tatapower.com> only.

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## **OPEN TENDER NOTIFICATION**

**FOR**

**Outline Agreement (OLA) for 1 year for Supply of MCCB Panels PAN India.**

**The Tata Power Company Limited (Tata Power)  
Smart Center of Procurement Excellence, 2nd Floor,  
Sahar Receiving Station, Near Hotel Leela,  
Sahar Airport Road, Andheri East, Mumbai-400059**

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## 1. Event Information

### 1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested Bidders for entering into an Outline Agreement of 1 Year as defined below:

Reference Number	4100034788/CC25ADO009
Description	Outline Agreement (OLA) for 1 year for Supply of MCCB Panels PAN India.
Type of Tender	Out Line Agreement (Rate Contract)
Estimated Period	One Year
Tender Fee	Rs. Two Thousand Only (Rs. 2000/-)
Earnest Money Deposit (EMD)	Rs. Two Lakh Only (Rs. 2,00,000/-)
Price Basis	Firm Price Basis
Executive Handling this Tender*	Name: Mr. Amey Oak E-Mail ID: <a href="mailto:amey.oak@tatapower.com">amey.oak@tatapower.com</a>
Reporting Manager*	Name: Mr. Selva Ganesh E-Mail ID: <a href="mailto:selva.ganesh@tatapower.com">selva.ganesh@tatapower.com</a>
Technical Query *	Name: Mr. Nilesh Shivankar E-Mail ID: <a href="mailto:nileshshivankar@tatapower.com">nileshshivankar@tatapower.com</a>

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

### 1.2 Availability of Tender Documents

Tender documents may be downloaded by interested eligible bidders from The Tata Power Company website [www.tatapower.com](http://www.tatapower.com) with effect from 19.07.2024. In the event detailed tender documents are downloaded from The Tata Power Company website or are received through online tendering system ARIBA from The Tata Power Company, the Tender Fee shall be compulsorily submitted online through NEFT/ RTGS. Any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit TPC website [www.tatapower.com](http://www.tatapower.com) regularly for any modification/ clarification to the bid documents.

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### 1.3 Calendar of Events

(a)	Date of availability of tender documents on TPC Website	From 19.07.2024 to 09.08.2024, 15:00 Hrs.
(b)	Date & Time of Pre-Bid Meeting (If any)	Shall be intimated in advance.
(c)	Last Date of receipt of pre-bid queries, if any	25.07.2024 up to 15:00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	31.07.2024 up to 17:00 Hours
(e)	Last date and time of receipt of Bids	09.08.2024 up to 15:00 Hrs
(f)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

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

Please note post submission of Bids relevant communication will be done with Authorized Person of Interested Bidder through E-Tender System

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

- 1.4.1 Bid Guarantee Fee (EMD) of requisite value and validity. PLEASE NOTE THAT BID GUARANTEE ONLY IN FORM OF BANK GUARANTEE WILL BE ACCEPTED.
- 1.4.2 Requisite Documents to ascertain fulfilling of Technical and Commercial Pre-Qualification Requirement as detailed in Tender Enquiry.
- 1.4.3 Technical Submission including Drawings, Type Test details, data sheets etc. as detailed in Technical Specification.
- 1.4.4 Required Commercial Submission as detailed in Tender Document
- 1.4.5 Technical and Commercial Clarification and Deviations as per the format attached in the Tender Enquiry
- 1.4.6 Proper authorization letter to sign the tender and participate in Tata Power E-Tender system on the behalf of bidder.
- 1.4.7 **For vendor not registered with Tata Power, duly filled Vendor 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 format are shared it is requested that data be filled in relevant cells. No formatting or addition / deletion of rows / columns to be done. Wherever editable Excel submission are requested the file should be free from references, macros etc.**

### 1.5 Deviation from Tender

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

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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.

**1.6 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
- Tata Power reserves the right to accept/reject any or all the bids without assigning any reason thereof.

**1.7 Qualification Criteria**

Parameter	Tata Power Requirement	Documents To be submitted by Bidder
Infrastructure	Bidder must be an OEM of Panels with manufacturing facility / assembly in India.	Self-undertaking to be submitted in this regard. TATA Power reserves the right to inspect the said manufacturing facility as a proof of compliance to this parameter.
Supply and Experience	Bidder should have supplied at least 100 Nos. of MCCB panels in total, in the previous three years from the date of submission of bid. Out of the 100 Panels, at least 20 panels should be of 630A rating or higher. Out of the above quantity, 50% of quantity of Panels should be in successful operation for the past 2 years from the date of submission of bid.	Copy of Purchase Orders and Performance Certificates from reputed utilities / clients.
Type Tests	<p>The bidder shall submit Type test reports obtained from NABL International Accredited Lab for the equipment/ material offered. The type tests should have been conducted on the equipment/ material of the same design.</p> <p>The type tests should have been conducted within 5 years prior to the date of bid opening. Time period for type test may be extended by another 5 years as a special case if there is no</p>	<p>Type Test Report.</p> <p>Undertaking that there is no change in design / material of construction (MOC) if Type Test Report older than 5 years but less than 10 years prior to</p>

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	<p>change in design/material of construction (MOC).</p> <p>In case the type test reports furnished are not for the quoted equipment/material but for the equipment/material with higher capacity, then type test shall be carried out for the offered equipment/material from NABL / International Accredited Lab without any cost implication to the owner and the Type Test reports shall be submitted before dispatch of the equipment I material,</p>	<p>date of bid opening shall be submitted by bidder (if applicable).</p> <p>Undertaking that type test shall be carried out for the offered equipment/ material from NABL / International Accredited Lab without any cost implication to the owner and the Type Test reports shall be submitted before dispatch of the equipment/material, in case type test reports furnished are not for the quoted equipment/ but for the equipment/ material with higher capacity (if applicable).</p>
<b>Commercial Capability</b>	<p>Bidder shall have an average annual turnover not less than Rs. 2 Cr for last three financial years.</p>	<p>Copy of audited balance Sheet and Profit &amp; Loss account to be submitted in this regard. UDIN No. shall be mandatorily mentioned on the audited documents.</p>

### 1.7 Pre-Bid Queries

Pre-Bid Queries if any, must be sent through message in E-Tender System. Pre-Bid Query must be sent only in the Query / Clarification / Deviation (QCD) Format. Technical Pre-Bid Query and Commercial Pre-Bid Queries 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 Queries 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, Tata Power 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 marketplace rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

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All information contained in this tender is confidential and shall not be disclosed, published, or advertised in any manner without written authorization from Tata Power. This includes all bidding information submitted to Tata Power. All tender documents remain the property of Tata Power and all suppliers are required to return these documents to Tata Power upon request. Suppliers who do not honor 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 overall all-inclusive lowest cost for the complete tender BOQ as calculated in Price Bid Format. Tata Power, 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 must mandatorily quote against each item of Schedule of Items. Failing to do so, Tata Power may reject the bids.
- Bidder to mention the location from where the supplies will be made under this contract in the price bid format.

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

**2.1 Price Variation Clause and Cap: Not Applicable.** The prices shall remain firm during the entire contract period.

## 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:

**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 favoring ‘The Tata Power Company Limited’. The EMD has to be strictly in the format as mentioned in Tender Document, failing which it shall not be accepted by Tata Power 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 Tata Power 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.

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Tata Power's Bank Details for submitting EMD BG:  
Bank Name & Address – ICICI Bank, 163 HT Marg,  
Backbay Reclamation, Churchgate, Mumbai 400 020.  
A/c no. - 000451000293  
IFSC Code – ICIC0000393

The hard copy of EMD in a sealed envelope should be sent on address mentioned in Tender document.

**First Part must be submitted in hard copy in Sealed Envelope.**

**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/GTP/Type test report/Details of Qualified Manpower Available/ Testing Facility available etc. *(complete in all respect as desired and detailed in Technical Specification and Technical Requirement Section)*
- c) Duly filled Technical and Commercial Deviation Sheets, if applicable
- d) Duly filled formats like Authorization affidavit form
- e) *Unpriced Commercial Bid*

**The technical / un-priced commercial bid shall be properly indexed and is to be submitted in Soft Copy though E-Tender system of Tata Power. Hard Copy of Technical Bids need not be submitted.**

**Second Part has to be submitted through E-Tender System Only**

**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.

**Third part must be submitted through E-Tender System. Hard Copy of Third Part, "Price Bid" need not be submitted.**

**FOR BIDS INVITED THROUGH E-TENDER SYSTEM (TECHNICAL, UN-PRICED COMMERCIAL BID and PRICE BID):**

In response to advertisement Bidder must provide details of person authorized to Bid on behalf of the Bidder. An e-mail will be generated by E-Tender System and the authorized person can download the Tender Documents from the system.

SECOND and THIRD PART of the Bid must be submitted in E-Tender System.

**Bidders must mandatorily submit SECOND PART and THIRD PART (Technical, Un-priced commercial Bid, and Price Bid) only through E-Tender system of Tata Power. Bids submitted through any other form/ route shall not be admissible.**

**FOR BIDS INVITED IN SEALED ENVELOPE PROCESS (FIRST PART):**

First part of the bid shall be sealed in an envelope which shall be clearly marked as below:

**EMD**  
**"Please mention Tender Reference No"**



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Please mention our Tender Reference No on the Tender and drop the same in our Tender Box located at The Tata Power Company Limited (Tata Power), Corporate Contracts, Tata Power Sahar Receiving Station, T2 Airport Road, Sahar, Andheri-E, Mumbai 400 059.

The bids and the outer envelope shall be addressed to:

Head - Procurement  
Corporate Contracts, Tata Power Sahar Receiving Station, T2 Airport Road, Sahar, Andheri-E,  
Mumbai 400 059

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

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and Tata Power, 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 will be rejected. No request from any Bidder to Tata Power to collect the proposals from Courier/Airlines/Cargo Agents etc. shall be entertained.

**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

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of Tata Power. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

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

### 3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only. 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 Tata Power 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.

Notwithstanding clause above, Tata Power 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 if 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 Tata Power 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:***

- The bidder withdraws its bid during the period of specified bid validity.
- Or**
- In case of a successful bidder, if the Bidder, within 15 days, does not.
  - accept the purchase order, or.
  - furnish the required Contract Performance Bank Guarantee (CPBG).



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**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**

##### **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 Tata Powers 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 Tata Power as per our standard Process. The bids shall be opened internally by Tata Power. 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**

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

Prior to the detailed evaluation, Tata Power 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 Tata Power and/or the Tata Power 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, Tata Power may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the Tata Power 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 Tata Power.

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#### **4.5 Price Bid Opening**

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 Tata Power 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.

#### **4.6 Reverse Auction and Price Matching Option**

Tata Power reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on ARIBA portal, Tata Power’s official e-tendering platform. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case Tata Power decides to go for RA.

**Only those bidders who are techno-commercially qualified shall be eligible to participate further in RA process. However, the original H1 bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.**

For case where more than one bidder 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. Tata Power decision regarding work sharing shall be final and no explanation OR clarification shall be given regarding the same.

#### **5.0 Award Decision**

Tata Power 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 Tata Power on the cost competitiveness across multiple lots, quality, delivery and bidder’s capacity, in addition to other factors that Tata Power may deem relevant.

Tata Power 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 Tata Power reserves the right to award other suppliers who are found fit.

In case of award, the Purchase Order shall be issued digitally through Ariba Commerce Automation portal. In all such cases, further transaction such as Order Acceptance, SES / GRN preparation, Invoicing etc. shall be conducted in the Ariba Commerce Automation system.

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference:</i> <b>4100034788/CC25ADO009</b>		<i>Document Date: 18<sup>th</sup> July 2024</i>

### 5.1 Rate Contract / Outline Agreement

Rate Contract / Outline Agreement does not guarantee any assureded 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.

### 6.0 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
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.

### 7.0 Ethics

Tata Power is an ethical organization and as a policy Tata Power 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.

Tata Power 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.

### 8.0 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.

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Tender Reference: 4100034788/CC25ADO009		Document Date: 18 <sup>th</sup> July 2024

**Annexure – 1 Schedule of Items**

OLA for 1 year for Supply of MCCB Panels PAN India.					
Sr. No.	Item Description	UoM	Quantity	Unit Rates	Total
1	MCCB Panel 415 V 400A 3 Phase	Each	18		
2	MCCB Panel 415 V 630A 3 Phase	Each	90		
3	Transportation	KM	10000		
	Total Year 1				
	GST @18%				
	Total With GST				
Location from Where supply will be done -					
1	<b>Request to please enter a value in the cells highlighted yellow only. Please do not edit any other cell</b>				
2	<b>The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids are liable for rejection.</b>				
3	<b>Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid. Please do not edit any other cell in the sheet</b>				

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**ANNEXURE II**  
**TECHNICAL SPECIFICATION FOR MCCB Panel (400A & 630A)**

CONFIDENTIAL

<b>The Tata Power Company Ltd</b>		<b>TECHNICAL SPECIFICATION FOR MCCB Panel (400A &amp; 630A)</b>
<b>ENSE-EV-200X-R0</b>		<b>Date of Issue: xx/xx2024</b>


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# TECHNICAL SPECIFICATION

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## **MCCB Panel (400A & 630A)**

The Tata Power Company Ltd.  
Engineering Services (ENSE),  
Distribution Division, Senapati Bapat Marg,  
Lower Parel, Mumbai – 400013 Maharashtra

The Tata Power Company Ltd		<b>TECHNICAL SPECIFICATION FOR MCCB Panel (400A &amp; 630A)</b>
<b>ENSE-EV-200X-R0</b>		<b>Date of Issue: xx/xx/2024</b>


**Document No:** ENSE-EV-200X-R00

**Document Title:** Technical specifications for MCCB Panel (400A & 630A)

00	<i>For tender purpose (ENSE-EV- 200X-R00)</i>	<i>04/08/23</i>	<i>KSJ</i>		<i>AVP</i>		<i>RMB</i>	
<b>Rev</b>			<b><i>Prepared By</i></b>	<b><i>Checked By</i></b>	<b><i>Approved and Issued By</i></b>			

*The Tata Power Company Ltd.  
 Engineering Services (ENSE),  
 Distribution Division, Senapati Bapat Marg,  
 Lower Parel, Mumbai – 400013 Maharashtra*

Rev No.	Prepared By & Date	Checked By & Date	Approved for Issue By & Date
R00	Ketan S. Jadhav Xx/xx/24	Ajay V. Potdar Xx/xx24	Ravindra M. Bhanage Xx/xx/24

The Tata Power Company Ltd		<b>TECHNICAL SPECIFICATION FOR MCCB Panel (400A &amp; 630A)</b>
ENSE-EV-200X-R0		<b>Date of Issue: xx/xx/2024</b>

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- 1.0 SCOPE
- 2.0 APPLICABLE STANDARDS
- 3.0 CLIMATIC CONDITIONS OF THE INSTALLATION
- 4.0 GENERAL TECHNICAL REQUIREMENTS
- 5.0 CONSTRUCTIONS FEATURES
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- 8.0 TYPE TEST CERTIFICATES
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- 15.0 MINIMUM TESTING FACILITIES
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<b>1</b>	<b>SCOPE</b>	<p>1. This specification covers design, engineering, manufacture; shop testing, inspection, painting, packing, and supply of 415V MCCB panel complete with all accessories for efficient and trouble-free operation of the distribution network for Tata Power Company Limited at Mumbai.</p> <p>2. It is not our intent to specify completely herein all details of design and construction of the equipment. However, the equipment shall conform in all respects to high standards of Engineering design and workmanship and shall can perform in a manner acceptable to the PURCHASER (TPC) who will interpret the meaning of drawings and specification and shall be entitled to reject any work or material which in his judgment is not in full accordance therewith.</p>
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<b>2</b>	<b>APPLICABLE STANDARDS</b>	<p>The equipment (and the materials used) covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with the latest editions of the following Indian, IEC / International standards , with latest amendment from time to time, thereof, some of which are listed below:</p> <table border="1" style="width:100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="text-align: left;">Indian Standards ( IS )</th> <th style="text-align: left;">Title</th> </tr> </thead> <tbody> <tr> <td>IS 13947 Part 1 &amp; 3</td> <td>Low-voltage switchgear and control gear - specification</td> </tr> <tr> <td>IS 60529</td> <td>Degrees of protection provided by enclosures (IP CODE)</td> </tr> <tr> <td>IS 5</td> <td>Colour of ready mixed paints</td> </tr> <tr> <td>IS 5082</td> <td>Wrought Aluminium &amp; Al alloy plates &amp; sheets for Electrical application.</td> </tr> <tr> <td>IS/IEC 60898</td> <td>Electrical Accessories - Circuit-Breakers for Overcurrent Protection for Household and Similar Installations</td> </tr> </tbody> </table> <p>Material conforming to other internationally accepted standards, which ensures equal or better quality than the standards mentioned above would be acceptable, subject to prior approval from Tata Power. In case the Bidders who wish to offer material conforming to the other standards, salient points of difference between the Standards adopted and the specific standards shall be clearly brought out in relevant schedule copy of such standards with authentic English Translation shall be furnished along with the offer.</p> <p>In the case of conflict the order of precedence shall be</p> <ol style="list-style-type: none"> <li>1) Indian Standards,</li> <li>2) IEC Standards</li> <li>3) Other alternative standards.</li> </ol>	Indian Standards ( IS )	Title	IS 13947 Part 1 & 3	Low-voltage switchgear and control gear - specification	IS 60529	Degrees of protection provided by enclosures (IP CODE)	IS 5	Colour of ready mixed paints	IS 5082	Wrought Aluminium & Al alloy plates & sheets for Electrical application.	IS/IEC 60898	Electrical Accessories - Circuit-Breakers for Overcurrent Protection for Household and Similar Installations
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<b>3</b>	<b>CLIMATIC CONDITIONS OF THE INSTALLATION</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:5%; text-align: center;">1</td><td style="width:60%;">Maximum ambient temperature</td><td style="width:35%;">43 deg.C</td></tr> <tr><td style="text-align: center;">2</td><td>Max. Daily average ambient temp</td><td>35 deg.C</td></tr> <tr><td style="text-align: center;">3</td><td>Min Ambient Temperature</td><td>07 deg.C</td></tr> <tr><td style="text-align: center;">4</td><td>Maximum Relative Humidity</td><td>100%</td></tr> <tr><td style="text-align: center;">5</td><td>Minimum Relative Humidity</td><td>40%</td></tr> <tr><td style="text-align: center;">6</td><td>Average No. of thunderstorm per annum</td><td>50</td></tr> <tr><td style="text-align: center;">7</td><td>Average Annual Rainfall</td><td>2380mm</td></tr> <tr><td style="text-align: center;">8</td><td>Average No. of rainy days per annum</td><td>115</td></tr> </table>	1	Maximum ambient temperature	43 deg.C	2	Max. Daily average ambient temp	35 deg.C	3	Min Ambient Temperature	07 deg.C	4	Maximum Relative Humidity	100%	5	Minimum Relative Humidity	40%	6	Average No. of thunderstorm per annum	50	7	Average Annual Rainfall	2380mm	8	Average No. of rainy days per annum	115
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<b>The Tata Power Company Ltd</b>				<b>TECHNICAL SPECIFICATION FOR MCCB Panel (400A &amp; 630A)</b>	
<b>ENSE-EV-200X-R0</b>				<b>Date of Issue: xx/xx/2024</b>	
		9	Rainy months	June to Oct.	
		10	Altitude above MSL not exceeding	300 meters	
		11	Average Air Pressure	29.6-inch Hg	
<p>The atmosphere is generally laden with mild acid and dust in suspension during the dry months and is subjected to fog in cold months. The design of equipment and accessories shall be suitable to withstand seismic forces corresponding to an acceleration of 0.3 g. For Mumbai the atmosphere is mainly humid across year.</p>					



4	GTPs for MCCB	400A MCCB	630A MCCB	To be provided by bidders
	Vender Address and contact details			
<b>A</b>	<b>Ratings</b>			
1	Ampere	400A	630A	
2	Primary V	415V +/- 10%	415V +/- 10%	
3	Phase	3 phases	3 phases	
4	Frequency ( Hz)	50Hz +/- 3%	50Hz +/- 3%	
5	Ambient Temp C/Relative Humidity	50 Dec	50 Dec	
6	Temp rise on full load	90 Degree	90 Degree	
7	Application	Outdoor	Outdoor	
<b>B</b>	<b>Enclosure</b>			
1	Overall Limiting Dimensions L x W x H (mm)	To be provided by the bidder <b>Minimum width 450 mm</b>	To be provided by the bidder <b>Minimum width 450 mm</b>	
2	Gauge and material	16 Gauge M.S Sheet	16 Gauge M.S Sheet	
3	Thickness	1.6 mm	1.6 mm	
4	Colour of Body	Powder Coated with Siemens Gray Shade No. 7032	Powder Coated with Siemens Gray Shade No. 7032	
5	Protection grade of enclosure	IP54	IP54	
<b>C</b>	<b>Bus Bar Size</b>			
1	Phase Material Aluminium	1 X 50 X 10 mm	1 X 40 X 20 mm	
2	Neutral Material Aluminium	1 X 50 X 10 mm	1 X 40 X 20 mm	
3	Earth Material GI	1 X 50 X 6 mm	1 X 50 X 6 mm	
<b>D</b>	<b>MCCB</b>			
1	Voltage, frequency & Phases	4P, 3 phase, 415V, 50Hz, 36KA, 400A MCCB with MP based LSIG Release.	4P, 3 phase, 415V, 50Hz, 36KA, 630A MCCB with MP based LSIG Release.	

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2	Rated breaking capacity KA (RMS)	36kA	36kA		
<b>E Cable Details for Gland</b>					
1	Incoming cable	2R x 185 sq.mm 4C AL Armoured XLPE cable	2R x 300 sq.mm 4C AL Armoured XLPE cable		
2	Outgoing cable	1R x 185 sq.mm 1C Cu Cable for each phase and neutral	2R x 185 sq.mm 1C Cu Cable for each phase and neutral		

<b>5</b>	<b>CONSTRUCTION AL FEATURES</b>	<ol style="list-style-type: none"> <li>1. Panel Metal Box: <ol style="list-style-type: none"> <li>a. The MCCB panel shall be Metal enclosed with access from Front side.</li> <li>b. The MCCB panel shall be of Dust &amp; Vermin proof construction having IP 54 protection and adequate louvers for cooling.</li> <li>c. Surface preparation for painting- Sand blasting or 7 tank process.</li> <li>d. Painting - Power coated grade a polyester paint with min thickness 80 micron on inside and outside.</li> <li>e. Cable entry facilities at bottom of panel and removable gland plates of size suitable to accommodate incoming &amp; outgoing cables with desired cable sizes.</li> <li>f. R,Y,B phase indicating LED's to be provided on the incoming side.</li> <li>g. Suitable floor mounting arrangement to be provided. Panel should have four legs and legs should be 450 mm long from the base of the panel.</li> <li>h. The panel shall be provided with two separate earthing terminals connected to earth bus one each on either side</li> <li>i. Flat earth bus should be protruded out for connecting of external earth.</li> </ol> </li> <li>2. Bus Bar: <ol style="list-style-type: none"> <li>a. Busbars shall be made of Electrolytic Grade Aluminium alloy and of suitable size to withstand the specified circuit rating.</li> <li>b. The busbars will be supported with epoxy insulators and insulated with colour code sleeves.</li> </ol> </li> </ol>
<b>6.0</b>	<b>NAME PLATE AND MARKING</b>	<ol style="list-style-type: none"> <li>1. Name plate- On front door top left side-showing <ol style="list-style-type: none"> <li>a) Purchaser name, PO number &amp; SAP code</li> <li>b) Manufacturer name</li> <li>c) Month / year of manufacturing</li> <li>d) 'Property of Tata Power'</li> </ol> </li> <li>2. Marking for panel earth stud- Black letter 'E', on riveted Al label</li> <li>3. Danger board in English &amp; local language, riveted on doors- White colour background with Red lettering on 1.6mm thick metal plate.</li> <li>4. Panel serial number to be provided.</li> </ol>

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		<p><b>Logo</b> Size – 300mm X 300mm.</p> <div style="border: 1px solid black; padding: 10px;"> <p><b>Relationship between the two marks- size</b></p> <p>The Tata and Tata Power Marks are always used in conjunction with each other, never appearing in isolation on Tata Power communication.</p> <p>The height of the letter T of Tata (T-height) is the basic measure for all sizes and proportions.</p> <p>The rounded measure 2T in height, is separated from the Tata lettering by a distance of 1/2T.</p> <p>The T height of both, the Tata and the Tata Power Marks is to be the same, except in exceptional cases on approval from the Corporate Communications team.</p> <div style="text-align: right;">  </div> <p style="text-align: right;">Centre aligned - Stacked (Preferred)</p> <div style="text-align: center;">  </div> </div>
<p>7.0</p>	<p><b>TESTS</b></p>	<p>Only type tested components – MCCB, Insulators &amp; Aluminium bus bar shall be accepted.</p>
<p>7.2</p>	<p><b>TYPE TEST</b></p>	<p>Following Tests should be carried out as per IS 13947 Part1 as per clause no. 8.1.2 The verification of,</p> <ol style="list-style-type: none"> <li>a) Constructional Requirements</li> <li>b) Temperature rise Test</li> <li>c) Dielectric properties</li> <li>d) Making &amp; Breaking capacity &amp; short circuit Test</li> <li>e) Operating Limits</li> <li>f) Operational performance</li> <li>g) Degree of protection of enclosed equipment</li> </ol>
<p>7.2</p>	<p><b>ROUTINE TEST</b></p>	<p>Routine test- (Inspection test witness by purchaser)</p> <ol style="list-style-type: none"> <li>1) Visual inspection, dimension checks &amp; paint thickness check.</li> <li>2) Bill of material check</li> <li>3) Insulation resistance test/ Dielectric Test</li> <li>4) High voltage test</li> <li>5) Operational check/Functional Check</li> </ol>

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<b>7.3</b>	<b>ACCEPTANCE TEST</b>	1) Tolerances on panel dimensions- Maximum +/- 5mm 2) No negative tolerance on bus bar dimensions & bus bar clearances 3) Test shall be carried out as per IS and routine test
<b>8.0</b>	<b>TYPE TEST CERTIFICATES</b>	The Bidder shall furnish the type test certificates of the Transformer for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at CPRI / ERDA/ NABL Lab as per the relevant standards. Type tests should have been conducted in certified Test laboratories during the period not exceeding 10 years from the date of opening the bid. In the event of any discrepancy in the test reports, i.e. any test report not acceptable or any/all type tests (including additional type tests, if any) not carried out, same shall be carried out without any cost implication to TATA POWER.
<b>9.0</b>	<b>PRE-DESPATCH INSPECTION</b>	Equipment shall be subject to inspection by a duly authorized representative of the TATA POWER. Inspection may be made at any stage of manufacture at the option of the purchaser and the equipment if found unsatisfactory as to workmanship or material, the same is liable to rejection. <ol style="list-style-type: none"> <li>1. Bidder shall always grant free access to the places of manufacture to TATA POWER's representatives when the work is in progress. Inspection by the TATA POWER or its authorized representatives shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specifications.</li> <li>2. Material shall be dispatched after specific MDCC (Material Dispatch Clearance Certificate) is issued by TATA POWER.  following documents shall be sent along with material: <ol style="list-style-type: none"> <li>1. Test reports</li> <li>2. MDCC issued by TATA POWER</li> <li>3. Invoice in duplicate</li> <li>4. Packing list</li> <li>5. Drawings &amp; catalogue</li> <li>6. Guarantee / Warrantee card</li> <li>7. Delivery Challan.</li> <li>8. Other Documents (as applicable)</li> </ol> </li> </ol>
<b>10.0</b>	<b>INSPECTION AFTER RECEIPT AT STORE</b>	The material received at store will be inspected for acceptance and shall be liable for d to be different from the reports of the pre-dispatch inspection and one copy of the report shall be sent to TATA POWER COMPANY.

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<b>11.0</b>	<b>GUARANTEE:</b>	<ol style="list-style-type: none"> <li>Bidder shall stand guarantee towards design, materials, workmanship &amp; quality of process / manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TATA POWER COMPANY up to a period of at least 12 months from the date of commissioning or 24 months from the date of last supplies made under the contract whichever is later, (the time scale of 12/24 months could be enhanced subject to mutual agreements) Bidder shall be liable to undertake to replace/rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the Purchaser, failing which the TATA POWER COMPANY will be at liberty to get it replaced/rectified at Bidder's risks and costs and recover all such expenses plus the Purchaser's own charges (@ 20% of expenses incurred), from the Bidder or from the "Security cum Performance Deposit" as the case may be.</li> <li>Bidder shall further be responsible for 'free replacement' for another period of THREE years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Purchaser</li> </ol>
<b>12.0</b>	<b>PACKING</b>	<ol style="list-style-type: none"> <li>Packing shall be such that it shall protect equipment against shocks, vibration corrosion, etc. or avoid any damages during transportation</li> <li>Packing identification labels- To show purchaser name, PO number, quantity of panels,</li> <li>Panel type, Manufacturer serial number.</li> <li>Handling instruction- To be marked on packing boxes.</li> <li>All packaging material should be environmental friendly and ensure that no single use plastic is used</li> </ol>
<b>13.0</b>	<b>TENDER SAMPLE</b>	NA
<b>14.0</b>	<b>QUALITY CONTROL</b>	<p>The bidder shall submit with the offer Quality assurance plan indicating the various stages of inspection, the tests and checks which will be carried out on the material of construction, components during manufacture and bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage and final inspection within the parameters of the delivery schedule shall be furnished. TATA POWER's engineer or its nominated representative shall have free access to the manufacturer's/sub-supplier's works to carry out inspections.</p> <p>The following information shall necessarily be submitted with the bid:</p> <ol style="list-style-type: none"> <li>List of important raw materials, names of sub-suppliers for raw materials, standards to which raw material is tested and the copies of test reports of the tests carried out on raw materials in presence of Bidder's representatives.</li> <li>List of manufacturing facilities available, level of automation achieved and the areas where manual process exists.</li> <li>List of areas in manufacturing process where stage inspections are normally carried out for quality control and details of these tests and inspections</li> <li>List of testing equipment for final testing with valid calibration reports. Manufacturer shall possess 0.1 class instruments for measurement of losses.</li> <li>QAP withhold points for Tata Power inspection.</li> </ol>
<b>15.0</b>	<b>MINIMUM TESTING FACILITIES</b>	Bidder shall have adequate in house testing facilities for carrying out all routine tests, acceptance tests and pre-dispatch inspection as per relevant International / Indian standards.

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The Tata Power Company Ltd		<b>TECHNICAL SPECIFICATION FOR MCCB Panel (400A &amp; 630A)</b>
<b>ENSE-EV-200X-R0</b>		<b>Date of Issue: xx/xx/2024</b>

16.0	<b>MANUFACTURING ACTIVITIES</b>	The successful bidder will have to submit GTP & Drawing with 15 days from placement of order/OLA for approval. The date of Code -2/ Code-1 approval given by TATA Power will be treated as first day for assessment of LD (if applicable).						
17.0	<b>SPARES, ACCESSORIES AND TOOLS</b>	Keys of door be provided as spares.						
18.0	<b>DRAWINGS AND DOCUMENTS</b>	<p>Following drawings and documents shall be prepared based on TATA POWER COMPANY specifications and statutory requirements and shall be submitted with the bid:</p> <p>a) Filled in Technical Particulars and compliance to the specification  b) General description of the equipment and all components including brochures.  c) General arrangement drawing.  d) Bill of material  e) Experience List  f) Type test certificates</p> <p>Soft copy of all the drawing, GTP, Test certificates shall be submitted after the final approval of the same to purchaser.  All the documents &amp; drawings shall be in English language.  Instruction Manuals: Bidder shall furnish softcopies of manuals (In English language) covering erection and maintenance instructions and all relevant information and drawings pertaining to the main equipment as well as auxiliary devices.</p>						
19.0	<b>SCHEDULE OF DEVIATIONS</b>							
<p><b><u>(TO BE ENCLOSED WITH THE BID)</u></b></p> <p>All deviations from this specification shall be set out by the Bidders, clause by Clause in this schedule. Unless specifically mentioned in this Schedule, the tender shall be deemed to confirm the purchaser's specifications:</p> <table border="1" data-bbox="215 1297 1455 1360"> <thead> <tr> <th data-bbox="215 1297 365 1329">Sr. No.</th> <th data-bbox="365 1297 630 1329">Clause No.</th> <th data-bbox="630 1297 1455 1329">Details of deviation with justifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="215 1329 365 1360"></td> <td data-bbox="365 1329 630 1360"></td> <td data-bbox="630 1329 1455 1360"></td> </tr> </tbody> </table> <p>We confirm that there are no deviations apart from those detailed above.</p> <p>Seal of the Company: _____ Signature _____</p> <p style="text-align: right;">Designation _____</p>			Sr. No.	Clause No.	Details of deviation with justifications			
Sr. No.	Clause No.	Details of deviation with justifications						

Rev No.	Prepared By & Date	Checked By & Date	Approved for Issue By & Date
R00	Ketan S. Jadhav Xx/xx/24	Ajay V. Potdar Xx/xx24	Ravindra M. Bhanage Xx/xx/24



The Tata Power Company Ltd		OPEN TENDER NOTIFICATION
Tender Reference: 4100034788/CC25ADO009		Document Date: 18 <sup>th</sup> July 2024

**ANNEXURE III**

**Schedule of Deviations**

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

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

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

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

**Seal of the Bidder:**

**Signature:**

**Name:**



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## ANNEXURE IV

### Schedule of Commercial Specifications

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

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

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### ANNEXURE V

#### Checklist of all the documents to be submitted with the Bid

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

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

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## ANNEXURE VI

### Acceptance Form for Participation In Reverse Auction Event

*(To be signed and stamped by the bidder)*

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

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

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

**Signature & Seal of the Bidder**

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**Annexure VII**  
**Inspection Test Plan**

**Not Applicable**

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**CONFIDENTIAL**

**Annexure VIII**  
**General Conditions of Contract**

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

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

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

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

### 1. Price:

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

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

### 2. Taxes and Duties:

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

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

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

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

### **3 Packing details:**

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

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

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

### **5 Insurance:**

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

### **6 Payment Terms:**

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

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

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

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

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

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

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

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

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

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

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

a. For delivery F.O.R. or F.O.T. despatch point: Transfer of property on handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to Purchaser. However, the risk of loss shall pass to the Purchaser on delivery of goods at the specified destination.

b. In case the Material(s) are procured by the Vendor from sub-vendors on receipt of duly endorsed documents of title to the goods.

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

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

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

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

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

#### **10 Price reduction:**

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

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

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

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

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

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

#### **11 Warranties:**

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

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

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

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

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

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



- 12.2 Wherever a specific Quality Assurance Plan is provided with the Request for Quotation (RFQ) or agreed as part of the commercial/ technical discussions, the same shall be binding on the Vendor.
- 12.3 The material shall be inspected
- a. At consignee end by Purchaser.
  - b. At factory premise of the Vendor/ sub-vendor by Purchaser or third party duly nominated by Purchaser. The Vendor shall extend all necessary co-operation to Purchaser/ third party inspector carrying out the inspection. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 12.4 The Vendor will inform Purchaser at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/ its sub-Suppliers works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 12.5 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy Purchaser that the Material(s) and the parts and components comply with the requirements of the Contract.
- 12.6 *All costs associated with the inspection shall be included in cost of Material(s).*
- 12.7 Original material test certificate/ performance test certificate/ fitment certificate/ test reports etc. relevant/ applicable as per the specifications/ standards shall be dispatched along with the material supply failing which the material may be rejected.
- 13 Rejection:**
- 13.1 Rejected goods shall be removed and replaced within 14 days of the date of communication of rejection.
- 13.2 Claim in respect of breakage/shortages in any cases shall be referred on the Vendor within ninety (90) days from the date of receipt of Goods by the Purchaser which shall be replaced/made good by the Vendor at his own cost. All risk of loss or damage to the material shall be upon the Vendor till it is delivered to the purchaser/consignee.
- 14 General Indemnity:**
- The Vendor shall indemnify and keep the Purchaser indemnified from and against any and all claims, costs, liabilities (financial), litigations, compensations, judgments, expenses or damages (including attorney's fees and other related expenses) arising out of any breach or alleged breach of any of the conditions of this Contract, performance of the obligations hereunder, or any representation or misrepresentation made by the Vendor or any third party with regard to the subject of this Contract.
- 15 Indemnity against IPR:**
- The equipment, system, drawings, and other materials that shall be supplied against the order will become the Purchaser's property. Without limitation of any liability of whatsoever nature, the Purchaser shall be indemnified and kept indemnified against any claim for infringement or breach of any of the statues, 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? If Yes, Please attach		
2	Do you have sustainable procurement policy in place for your own suppliers? If Yes, Please attach		
3	Does your company do regular assessment of its suppliers on ESG parameters?		
4	Are there ESG risks, or negative impacts identified in your supply chain		
<b>Governance</b>			
1	Is diversity taken into consideration when appointing board members/ senior management? Do you have an independent director/s?		
2	Has your company taken initiatives to ensure ethical practices at workplace? Please share the details, Policies etc.		
3	Does your company have a formal process to address data security or privacy issues? Please share the details, Policies etc.		
4	Does your company have grievance mechanism for stakeholder issues and track resolution?		
<b>Environment/ Planet</b>			
1	Does your company have Environmental Policy? If Yes, Please attach		
2	Do you have a formal process for waste management including solid wastes, liquid wastes and hazardous waste?		
3	Does your company track greenhouse gas emission? Also, what percentage of own consumption comes from the renewable energy?		
4	Does your company have a formal process for water management including monitoring of water consumption and withdrawals, and if applicable, pretreatment of wastewater?		
<b>Green Technology/ Innovation</b>			
1	Are your facility/ Product/ Services provided by you is based on green design, green production, green packaging or green logistics considerations? Please elaborate.		
2	Do your products or services have any environmental or social features or benefits (e.g. environmental/energy certification, ecolabels, fair trade certification, etc.)?		
<b>Social/ People</b>			
1	Does you facility/ Company have written personnel policies in place Are you an equal opportunity employer?		
2	Please describe any formal programme / campaign in place to promote company involvement with the community (volunteering, etc.). What is the percentage of profit spend on community activities?		
3	Does your company have a written Health & Safety Policy or Program? If Yes, Please attach		
<b>Certifications: Does your company have following certifications (valid till date-please mention validity)</b>			
1	ISO9001 accreditation		
2	SA8000 or equivalent		
3	ISO 14001 certification		
4	ISO 18001/45001 or equivalent		
5	ISO/IEC 27001 or equivalent		
6	Any Other (Please specify)		

Signature

Business Associate Name

## **ANNEXURE-II**

## CORPORATE SUSTAINABILITY POLICY

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

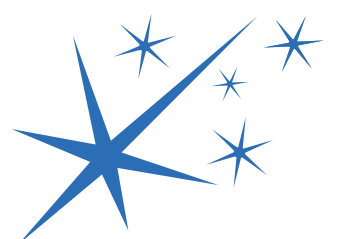
- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the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

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



(Praveer Sinha)  
CEO & Managing Director

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



## **Supplier Code of Conduct**

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

1. Email id: [tatapower@ethics-line.com](mailto:tatapower@ethics-line.com) ; Website: [www.tip-offs.com](http://www.tip-offs.com)
2. Helpline numbers: Toll free - 0008001004382 and 0008001008277. Also accessible at normal domestic call rates within India: +91-11-71279005
3. Postal address: Deloitte Touche Tohmatsu India LLP  
c/o Arjun Rajagopalan, Partner (Ethics Helpline Services)  
19th Floor, 46 - Prestige Trade Tower, Palace Road,  
High Grounds, Bengaluru, Karnataka – 560001

“OLA for 1 year for Supply of MCCB Panels PAN India.” Ref. No. <u>4100034788/CC25ADO009</u>	<b>THE TATA POWER COMPANY LIMITED</b>	
	<b>SPECIAL CONDITIONS OF CONTRACT</b>	

Sr. No.	TOPIC	PRINCIPLES OF TERMS & CONDITIONS
1	GENERAL	<p>The following <b>Special Conditions of Contract (SCC)</b> shall supplement the General Terms and Conditions Supply.</p> <p>Wherever there is a conflict, the provisions herein shall prevail over those in the “General Terms and Conditions Supply”.</p>
2	Earnest Money Deposit (EMD)	<p>Bidders willing to participate in the tender shall submit an EMD for Rs. 2,00,000/- (Rs. Two Lakh only) in the form of Bank Guarantee (BG). Hard copy of EMD BG shall reach Tata Power at below mentioned address before the bid submission Date and Time.</p> <p>EMD BG shall be valid for 180 days from the due date of bid submission, favouring ‘The Tata Power Company Limited’. The EMD must be strictly in the format as mentioned in Tender Document, failing which it shall not be accepted by Tata Power and the bid as submitted shall be liable for rejection.</p> <p>Address for submission of EMD BG-</p> <p>Head – Procurement</p> <p>The Tata Power Company Limited, Smart Centre of Procurement Excellence,</p> <p>2nd Floor, Sahar Receiving Station, Near Hotel Leela,</p> <p>Sahar Airport Road, Andheri East, Mumbai-400059</p> <p>EMD BG of the successful bidder shall be returned after submission of Contract Performance Bank Guarantee. EMD BG of unsuccessful bidders shall be returned on completion of the tendering process.</p>
3	Guarantee/Warranty	<p>Guarantee shall be as per the Clause no. 11 in Technical Specifications.</p> <p>Bidder shall stand guarantee towards design, materials, workmanship &amp; quality of process / manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TATA POWER COMPANY up to a period of at least 12 months from the date of commissioning or 24 months from the date of last supplies made under the contract whichever is later, (the time scale of 12/24 months could be enhanced subject to mutual agreements) Bidder shall be liable to undertake to replace/rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the Purchaser, failing which the TATA POWER COMPANY will be at liberty to get it replaced/rectified at Bidder’s risks and costs and recover all such expenses plus the Purchaser’s own charges (@ 20% of expenses incurred),</p>



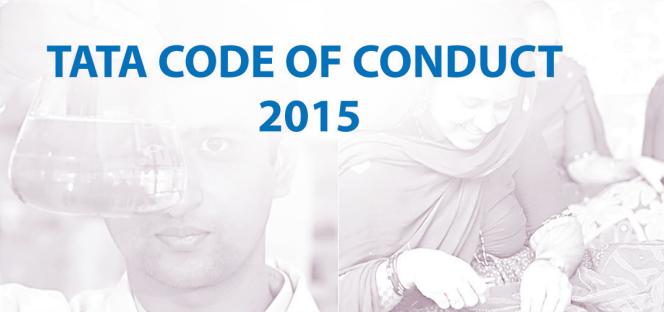
"OLA for 1 year for Supply of MCCB Panels PAN India." <u>Ref. No.</u> <u>4100034788/CC25ADO009</u>	<b>THE TATA POWER COMPANY LIMITED</b>	
	<b>SPECIAL CONDITIONS OF CONTRACT</b>	

		<p>from the Bidder or from the " Security cum Performance Deposit" as the case may be.</p> <p>Bidder shall further be responsible for 'free replacement' for another period of THREE years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Purchaser</p>
4	CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)	<p>This is further to General Terms &amp; Conditions – Supply</p> <p>Vendor shall submit an unconditional and irrevocable Contract Performance Bank Guarantee (CPBG) cum performance Bank Guarantee (PBG) for a value equal to 5% of the total OLA value. CPBG shall be valid till the expiry of the Guarantee Period with a further claim period of 6 months.</p>
6	TERMS OF PAYMENT	<p>This is further to General Terms &amp; Conditions – Supply.</p> <p>Invoice shall be raised after acceptance of Materials at Site/Stores. Credit Period shall be 60 days for non-MSME vendors and 45 days for MSME vendors from the date of acceptance of invoice. The aforesaid payments shall be subject to receipt of invoices along with enclosures/supporting documents for having completed the Job according to the Scope and duly verified/certified by Owner's Order Manager against which payment is being claimed. Payments due to the Contractor shall be made after deduction of the Liquidated Damages (LD) amount, TDS etc. as applicable.</p>
7	Safety Retention	Not Applicable
8	Delivery Schedule:	Materials shall be delivered at Site/Stores within 6 weeks from the date of Confirmed Order (CRO) placed against this OLA.
9	Liquidated Damages (LD)	LD Shall be applicable as per the General Terms & Conditions – Supply.
10	INSURANCE	This is further to General Terms & Conditions Complete Insurance will be in Bidder's scope.
11	Splitting of Quantities	Tata Power reserves the right to Split the quantity among 2 or more bidders.
12	Reverse Auction	<p>Tata Power reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on ARIBA portal, Tata Power's official e-tendering platform. Date and time of e-auction will be intimated through E-Tender system to Authorized Person of Interested Bidder. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case Tata Power decides to go for RA.</p> <p>Only those bidders who are techno-commercially qualified shall be eligible to participate further in RA process. However, the original H1 bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process</p>

"OLA for 1 year for Supply of MCCB Panels PAN India." <u>Ref. No.</u> <u>4100034788/CC25ADO009</u>	<b>THE TATA POWER COMPANY LIMITED</b>	
	<b>SPECIAL CONDITIONS OF CONTRACT</b>	

		provided minimum three techno-commercially qualified bids are available.
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**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:



### INTEGRITY

We will be fair, honest, transparent and ethical in our conduct; everything we do must stand the test of public scrutiny.

### UNITY

We will invest in our people and partners, enable continuous learning, and build caring and collaborative relationships based on trust and mutual respect.

### RESPONSIBILITY

We will integrate environmental and social principles in our businesses, ensuring that what comes from the people goes back to the people many times over.

### PIONEERING

We will be bold and agile, courageously taking on challenges, using deep customer insight to develop innovative solutions.

### EXCELLENCE

We will be passionate about achieving the highest standards of quality, always promoting meritocracy.

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



## 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.

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### 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.)*













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

## 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.

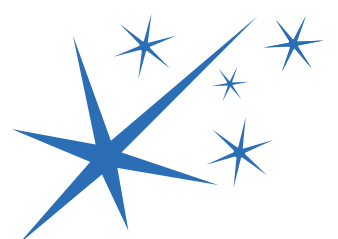


(Praveer Sinha)  
CEO & Managing Director

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

**TATA POWER**

Lighting up Lives!



## CORPORATE ENVIRONMENT POLICY

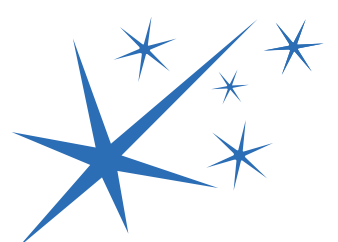
**Tata Power is committed to a clean, safe and healthy environment, and we shall operate our facilities in an environmentally sensitive and responsible manner. Our commitment to environmental protection and stewardship will be achieved by:**

- Complying with the requirements and spirit of applicable environmental laws and striving to exceed required levels of compliance wherever feasible
- Ensuring that our employees are trained to acquire the necessary skills to meet environmental standards
- Conserving natural resources by improving efficiency and reducing wastage
- Making business decisions that aim towards sustainable development
- Engaging with stakeholders to create awareness on sustainability



(Praveer Sinha)  
CEO & Managing Director

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



## **FORMAT OF EMD – Bid Guarantee BG**

## FORMAT OF EMD – Bid Guarantee BG

**Note: a) Format shall be followed in toto**

**b) Claim period of six months must be kept. In case of Bank is not ready to give BG for six months and claim period of six months EMD BG valid of one year to be given**

**c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank's letter head.**

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

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

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

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

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

- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.
- (d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.

- (e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till \_\_\_\_Days ( \_\_ days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.
- (g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
- (h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date ), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.
- (i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**

Notwithstanding anything contained hereinabove :

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