

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC25VJS046</i>		<i>Document Date: 17<sup>th</sup> Dec 2024</i>

**OPEN TENDER NOTIFICATION**

**FOR**

**OLA for Civil works in upcoming DSS in Mumbai Distribution**

**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**

The Tata Power Company Ltd		OPEN TENDER NOTIFICATION
Tender Reference: CC25VJS046		Document Date: 17 <sup>th</sup> Dec 2024

## Section A : Tender Notice including Instruction to Bidders

### 1. Tender Details

#### 1.1 Key Tender Specific Details

Reference Number	CC25VJS046
Description	OLA for Civil works in upcoming DSS in Mumbai Distribution
Type of Tender	Open Tender
Estimated Period	Two Years
Tender Fee	Rs 2000/-
Earnest Money Deposit (EMD)	Rs 7,00,000/- <b>Rs. Seven Lakhs Only</b> <b>PLEASE NOTE THAT IT IS MANDATORY TO SUBMIT EMD IN BANK GUARANTEE FORMAT ONLY</b>
Price Basis	Firm Price
Executive Handling this Tender*	Name: Mr. Vinayak Shinde E-Mail ID: <a href="mailto:vinayak.shinde@tatapower.com">vinayak.shinde@tatapower.com</a>
Technical Query *	Name: Mr. Bhasagi Dattkumar E-Mail ID: <a href="mailto:dattkumar.bhasagi@tatapower.com">dattkumar.bhasagi@tatapower.com</a>

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

The Tata Power Company Ltd		OPEN TENDER NOTIFICATION
Tender Reference: CC25VJS046		Document Date: 17 <sup>th</sup> Dec 2024

### 1.2 Calendar of Events

(a)	Payment of Tender Fee and Submission of letter nominating authorized person by Interested Bidder indicating their intent to Buy Tender	Till 30 <sup>th</sup> December 2024
(b)	Access to Tender Documents through E-Tender system to authorized person of Interested Bidder	30 <sup>th</sup> December 2024
(c)	Last Date of receipt of pre-bid queries, if any.	By 6 <sup>th</sup> January 2025
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	13 <sup>th</sup> January 2025
(e)	Last date and time of receipt of Bids	20 <sup>th</sup> January 2025 by 15:00 Hrs.*

**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

### 1.3 Mandatory documents required along with the Bid

- 1.3.1 Bid Guarantee Fee (EMD) of requisite value and validity. PLEASE NOTE THAT BID GUARANTEE ONLY IN FORM OF BANK GUARANTEE WILL BE ACCEPTED.
- 1.3.2 Requisite Documents to ascertain fulfilling of Technical and Commercial Pre-Qualification Requirement as detailed in Tender Enquiry.
- 1.3.3 Technical Submission including Drawings, Type Test details etc as detailed in Technical Specification.
- 1.3.4 Required Commercial Submission as detailed in Tender Document
- 1.3.5 Technical and Commercial Clarification and Deviations as per the format attached in the Tender Enquiry
- 1.3.6 Proper authorization letter to sign the tender and participate in Tata Power E-Tender system on the behalf of bidder.
- 1.3.7 **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.**

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC25VJS046</i>		<i>Document Date: 17<sup>th</sup> Dec 2024</i>

**Checklist of Document Submission**

Stage of Tendering	Document	Type of Format	Mode of submission
Before last date of Pre-Bid Query	Query / Clarification / Deviation (QCD) Format. (F1) Technical and Commercial	Editable Excel Format	Through message in E-tender system
<b>Bid Submission Envelope 1 (First Part)</b>	<b>Earnest Money Deposit</b>	<b>Original Bank Guarantee</b>	<b>In Sealed Envelope</b>
<b>Bid Submission Envelope 2 (Second Part)</b>	<b>Documents to be uploaded in Ariba only.</b> In case of multiple files, a zipped folder can be attached for the same (size limit of 100MB per zipped file)		
To be submitted Under Tab 2.1 in Ariba	Duly filled PQR and supporting documents		
	Duly filled PQR format	Editable Excel Format	E-Tender System
	Backup documents for Technical and Commercial PQR	Signed and Scanned documents	E-Tender System
To be submitted under Tab 2.2 in Ariba	Technical Submission and Supporting Documents		
	Duly filled Unpriced Bid Format. Signed copy of Technical Specifications indicating your acceptance of the same	Signed and scanned copy of document	E-Tender System
To be submitted under Tab 2.3 in Ariba	Commercial Submission and supporting document		

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC25VJS046</i>		<i>Document Date: 17<sup>th</sup> Dec 2024</i>

	Letter of Undertaking (FOR VENDORS NOT REGISTERED WITH TATA POWER)	Scanned Copy of letter of undertaking duly filled, stamped and signed	E-Tender System
	E-auction Undertaking form	Scanned Copy of letter of undertaking duly filled, stamped and signed	E-Tender System
Bid Submission Envelope 3 (Third Part)	<b>Duly filled Priced Bid Format</b>	Hard copy in original duly signed and stamped	<b>Sealed Envelope</b>
	Duly filled Priced Bid Format	To be entered in E-Tender System	E-Tender System

#### 1.4 Deviation from Tender

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

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

#### 1.5 Right of Acceptance/Rejection

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

1.5.2 Mandatory Documents as listed in 1.3 above

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

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

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

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC25VJS046</i>		<i>Document Date: 17<sup>th</sup> Dec 2024</i>

### 1.6 Qualification Criteria

No	Parameter	Tata Power Requirement	Documents to be submitted
1	Bidder's Technical Capability to handle jobs detailed in the Tender	<p>works comprising of civil works such as excavation, Civil &amp; Structural works for office and its furnishing in last 5 years.</p> <p>Vendor should have experience of executing below quantum of work including supply of material on cumulative basis during past 5 calendar years:            1000 cubic meters of Excavation work            500 cubic meters of concrete work.            50 MT of reinforcement steel work.</p> <p>In case the bidder has a previous association with any of Tata Power Group companies for similar products and services, the performance feedback of the bidder by the Tata Power Group companies shall only be considered for evaluation purpose, irrespective of performance certificates issued by any third organization.</p>	Bidder to submit credentials (PO copies/completion certificate) for supporting the noted criteria. Owner has the right to reject the bid in case it is observed that the Bidder does not meet the relevant experience for the subject works
2	Capability to Handle Job financially if awarded	Average Annual turnover of the bidder for last three years shall not be less than Rs 5 Crores	Profit and Loss Statements, Balance Sheet, Cash Flow Statements for the Three (3) preceding financial years, duly audited and approved by Authorized Audit Firm / CA with UDIN.
3	Safety	<p>100 % workmen shall be L1 trained &amp; certified by Tata Power Skill Development Institute (TPSDI)</p> <p>All bidders shall deploy only TPSDI L1 trained workforce for Tata power sites if qualified. In case bidder does not have any TPSDI trained workmen then they shall submit an undertaking stating training will be imparted to workmen before award of contract.</p> <p>Bidder should possess ISO-9001, ISO-14001 and OHSAS-18001 / ISO- 45001 Certification or they should provide an undertaking that they will obtain these certifications for their Organization if the work is awarded to them</p>	<p>List of TPSDI trained workmen OR Undertaking for completion of training.</p> <p>Copy of Certificates to be attached</p>

### 1.7 Pre-Bid Queries

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

The Tata Power Company Ltd		<i>OPEN TENDER NOTIFICATION</i>
Tender Reference: <b>CC25VJS046</b>		<i>Document Date: 17<sup>th</sup> Dec 2024</i>

### 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 market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

### 1.9 Supplier Confidentiality

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

### 1.10 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.

## 2. Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for the complete tender BOQ/ each line item as calculated in Schedule of Items. 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 has to mandatorily quote against each item of Schedule of Items. Failing to do so, Tata Power may reject the bids.

**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

The Tata Power Company Ltd		OPEN TENDER NOTIFICATION
Tender Reference: CC25VJS046		Document Date: 17 <sup>th</sup> Dec 2024

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:**

Price variation is not applicable:

**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.

Tata Power Bank details for EMD BG / NEFT:

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

The hard copy of EMD in a sealed envelope should be sent on address mentioned in Tender document. Pls mail the UTR details in case of NEFT for verification.

**First Part has to be submitted 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
- d) Duly filled formats like Authorization affidavit form
- e) *Unpriced Commercial Bid*

The Tata Power Company Ltd		OPEN TENDER NOTIFICATION
Tender Reference: CC25VJS046		Document Date: 17 <sup>th</sup> Dec 2024

The technical / un-priced commercial bid shall be properly indexed and is to be submitted in Soft Copy through 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 has to be submitted through E-Tender System (ARIBA) only.**

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

In response to advertisement Bidder has to 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 have to be submitted in E-Tender System.

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

EMD BG to be sent in a sealed envelope which shall be clearly marked as below to the below address.

**EMD**

**"Please mention Tender Reference No"**

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

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.

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC25VJS046</i>		<i>Document Date: 17<sup>th</sup> Dec 2024</i>

### **3.2 Contact Information**

**Communication Details: Detailed in 1.1**

### **3.3 Bid Prices**

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of 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 as submitted along with the bid shall be liable for forfeiture in such event.

### **3.8 Earnest Money Deposit (EMD)**

The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect the 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 Tata Power Company Ltd		OPEN TENDER NOTIFICATION
Tender Reference: CC25VJS046		Document Date: 17 <sup>th</sup> Dec 2024

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

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

**Or**

b) In case of a successful bidder, if the Bidder, within 15 days, does not

i) accept the purchase order, or

ii) furnish the required Contract Performance Bank Guarantee (CPBG)

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

## **4. Bid Opening & Evaluation process**

### **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**

The Tata Power Company Ltd		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC25VJS046</i>		<i>Document Date: 17<sup>th</sup> Dec 2024</i>

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.

#### **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 bidders have to be awarded (including Rate Contract / Outline Agreement) Price Matching Option will be exercised. Volume of job allocated to original competitive bidder will be more than bidder who is chosen through Price Matching Option. 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 Contact 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.

<b>The Tata Power Company Ltd</b>		<i>OPEN TENDER NOTIFICATION</i>
<i>Tender Reference: CC25VJS046</i>		<i>Document Date: 17<sup>th</sup> Dec 2024</i>

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.

### **5.1 Rate Contract / Outline Agreement**

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

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

### **6.0 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.

---XXX---

**BOQ for Civil works for DSS work in Mumbai (Building area considered 20\*25 Meter)**

Sr.no	Description of Item	Quantity	Unit
<b>SECTION A - CIVIL STRUCTURAL AND GENERAL BUILDING WORKS</b>			
	<b>Civil and Structural works</b>		
<b>A</b>	<b>EARTH WORKS</b>		
1	Earth work in <b>excavation in all kind of soil</b> by mechanical means / manual means in foundation trenches, drains, etc. including clearing the site, necessary shoring & strutting, dewatering, getting out the excavated soil, sorting and stacking of useful material, dressing of the sides, ramming of bottom , including backfilling as directed by the Owner, stacking and multiple handling of earth within the OWNER's Premises and disposal of surplus earth beyond plot boundary in statutory authority approved area etc. as directed by Engineer-in-charge, including dewatering, preparing the bed for foundation etc. Payment for earth works shall be on net plan area of PCC. No payment will be made for side slopes, working area etc. The rate shall be inclusive of taking permission from Collector or any other authorities beyond MCGM limit for the dumping place in consultation with the Municipal and/or other Local Authorities & Debris Management Cell. Contractor should ensure that this disposal cause no nuisance to the residents of town. Disposal is at the risk and cost of the Contractor.		
2	a) Depth up to 0 to 1.5 m	1000.0	Cum.
3	b) Depth up to 1.5 to 3 m	750.0	Cum.
4	c) Depth up to 3 to 6 m	335.0	Cum.
5	Dismantling and disposal of brick masonry at all levels and listing the scrap material as directed by the Engineer-in-Charge with all leads and lifts, etc. complete in all aspects as described and as directed by the Engineer-in-Charge. The rate quoted shall be inclusive of factors like MCGM disposal, Royalty & Collector's permission, stacking, spreading and backfilling, etc. (Contractor to take permission from Collector/MCGM/concern authorities for the dumping place in consultation with the Municipal and/or other Local Authorities & Debris Management Cell. Contractor should ensure that this disposal cause no nuisance to the residents of town. Disposal is at the risk and cost of the Contractor.)	50.0	cum
6	Dismantling and disposal of plain concrete at all levels and listing the scrap material as directed by the Engineer-in-Charge with all leads and lifts, etc. complete in all aspects as described and as directed by the Engineer-in-Charge. The rate quoted shall be inclusive of factors like MCGM disposal, Royalty & Collector's permission, stacking, spreading and backfilling, etc. (Contractor to take permission from Collector/MCGM/concern authorities for the dumping place in consultation with the Municipal and/or other Local Authorities & Debris Management Cell. Contractor should ensure that this disposal cause no nuisance to the residents of town. Disposal is at the risk and cost of the Contractor.)	30.0	cum

Sr.no	Description of Item	Quantity	Unit
7	<p>Dismantling and disposal of existing reinforced cement concrete including reinforcement at all levels, listing the scrap material and returning the reinforcement steel to Owner's store at Dharavi as directed by the Engineer-in-Charge with all leads and lifts, etc. complete in all aspects as described and as directed by the Engineer-in-Charge. The rate quoted shall be inclusive of factors like MCGM disposal, Royalty &amp; Collector's permission, stacking, spreading and backfilling, etc.</p> <p>(Contractor to take permission from Collector/MCGM/concern authorities for the dumping place in consultation with the Municipal and/or other Local Authorities &amp; Debris Management Cell. Contractor should ensure that this disposal cause no nuisance to the residents of town. Disposal is at the risk and cost of the Contractor.)</p>	40.0	cum
8	<p>EXCAVATION&amp;DSPSL,HRD ROCK F/FNDTN SERVICE TYPE: EXCAVATION AND DISPOSAL, TO BE CARRIED OUT IN HARD ROCK USING MECHANICAL EQUIPMENT AS DIRECTED BY ENGINEER-IN-CHARGE, FOR FOUNDATION, TRENCH, PIT IN ORDINARY SOIL INCLUDING SOIL MIXED WITH BOULDER, SHORING, STRUTTING, REMOVAL OF VEGETATION, BACK FILLING AROUND FOUNDATION AND OTHER STRUCTURE WITH EXCAVATED EARTH INCLUDING WATER RAMMING WITH MECHANICAL COMPACTOR, COMPLETE INCLUDING DEWATERING OF EXCAVATED PIT AS DIRECTED AND DISPOSAL OF SURPLUS EARTH TO THE DUMPING AREA OF MCGM, RATE SHALL BE INCLUSIVE OF CHARGE FOR OBTAINING PERMISSION FROM DEBRIS MANAGEMENT CELL,</p>	50.0	cum
9	<p>Providing and <b>filling</b> in plinth and floors with good quality of murrum brought by the Contractor from outside in 15 to 20 cm thick layers including watering and consolidating so as to achieve compaction upto 95% of Standard Proctor Density, etc. complete in all aspects as directed by the Engineer-in-Charge..</p>	375.0	Cum.
10	<p>Providing and laying 230mm thick approved dry stone <b>rubble soling</b> below grade slabs, foundations, ramps, etc. set in regular lines, interstices thoroughly filled with small chips and compacted by hand rollers after spreading 12mm layers of grit / sand on top, etc., complete, as indicated in drawings and as directed by the ENGINEER.</p>	400.0	Cum.
11	<p>SPLY,PRVDNG,FLNG,RIVER SAND SERVICE TYPE: SUPPLY, PROVIDING AND FILLING WITH GOOD QUALITY OF RIVER SAND AS IN THE TRENCH AS DIRECTED</p>	20.0	M3
12	<p>Providing and laying, un-coursed random <b>rubble masonry</b> in cement (85Kg/m<sup>3</sup>) mortar 1:6 with approved local stones of good quality for wall footings, etc. and as fill under foundations, including curing, de-watering wherever necessary, etc. complete for work below ground/grade level at all depths and grade level up to plinth</p>	300.0	Cum.
13	<p>Providing all materials/ chemicals and carrying out <b>pre construction anti-termite treatment</b> for all types of structure without basement with RCC foundation/RCC wall or with load bearing wall foundation. The chemical used shall be confirming to IS : 6313 part-II like chloropyriphos 20EC etc. as per Pest Control of India specification.</p>	440.0	Sq m

Sr.no	Description of Item	Quantity	Unit
14	Providing and placing in position plum concrete of required thickness, at all depths with 33% boulders of size 150mm to 230mm and 67% Ready Mix Concrete of M15 grade including shuttering, vibrating, compacting, curing, dewatering, levelling, finishing, removal of formwork, etc. complete as per specifications/drawings and as directed by the Engineer-in-Charge.	89.0	Cum.
<b>B</b>	<b>PCC &amp; RCC works</b>		
15	Providing and laying <b>Cement Concrete</b> including compaction, finishing top surface to the level curing including the cost of providing, fixing and removal of formwork etc. complete as per specifications and directions as per Engineer-in-charge. In foundations, plinth, sub base of floors etc. (For all civil, plumbing and electrical works.)		
a	<b>PCC (M10)</b>	120.0	Cum.
b	<b>PCC (M15)</b>	90.0	Cum.
16	Providing and laying in <b>position machine batched, machine mixed and machine vibrated design mix fair finish / smooth finish cement concrete of M25 grade</b> for reinforced cement concrete work for all works, at all levels, all shapes as per direction of Engineer-in-charge. Rate shall be inclusive of vibrating, curing, dewatering, providing construction joints, providing grooves, drip moulds, pockets, cutouts etc. and labour for insert sleeves if any wherever required while casting. Rate also to include lift charges, curing and double scaffolding for all heights / depths etc. including the cost of providing, fixing and removal of formwork etc. complete (For all civil plumbing and electrical works). Contractor should provide a leakproof concrete. Any kind of rectification in the form of grouting, recasting of concrete shall be done at the risk and cost of contractor.		
a	Foundations	450.0	cum
b	Columns	290.0	cum
c	beams, lintel	150.0	cum
d	Slabs , staircase , chajja	235.0	cum
e	Grade slab	50.0	cum
f	Walls	70.0	cum
g	coping	2.3	cum
17	Supplying, fabricating and placing in position <b>reinforcement bars (Fe500D)</b> of all diameter conforming to IS-1786 reinforcement for RCC structure / items as per design including transporting steel to the work site, handling wastage, decoiling, cutting, bending, cranking, fabricating to required shape, placing in position, binding with 18 gauge (1.22 mm) MS wires, welding if necessary by using approved welding rods etc. for all levels etc. complete as directed by the engineer-in-charge. The quoted rate should be inclusive the cost of binding wire and the same will not be measured and paid separately. (Rolling margin's and wastage shall not be paid.) Measurement will be made based on approved bar bending schedule. No payment will be made for chairs. Laps duly authorized by EIC. Note : For all civil, plumbing & electrical works. The reinforcement shall be	100.0	MT
18	Damp Proof Course	400.0	Sqm
19	Providing & Fixing RCC <b>precast Covers</b> with Frames of following sizes at required locations as directed by Engineer in charge		

<b>Sr.no</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>
20	600 mm X 600 mm RCC Cover with frame	12.0	cum
21	Providing all the materials and carrying out raised or flush cement pointing in 1:3 cement mortar including providing and erecting scaffolding, curing, etc. complete to rubble masonry.	500.0	Sqm
<b>C</b>	<b>BRICKWORK &amp; PLASTER FOR FOUNDATION OF TRANSFORMER, COMPOUND WALL &amp; FIREWALL</b>		
22	Providing Brick Masonry, 230 mm thick and above, in cement mortar 1:5 (1 cement : 5 coarse sand) using best quality locally available first class kiln bricks having crushing strength of 35 Kg/sqcm and water absorption not more than 20%, at all levels in foundation, plinth and steps including dewatering, scaffolding, raking of joints, curing, etc. complete.	300.0	cum
23	Providing & applying 20 mm thick external sand faced plaster in cement mortar 1:4 using addition of integral water proofing compound 100% virgin polypropylene fibrillated fibres @125 gm/bag of cement as per manufacturer's specifications water proofing compound of approved make as per the manufacturer's specifications, in two layers (first layer of 14 mm thickness and the second layer of 6 mm thickness) including forming key to receive the finishing coat, on all types of external surfaces using coarse, clean sand including surface preparation, curing both the coats, bends, grooves, drip moulds, at all levels, heights and location including curing, providing and fixing chicken mesh of 22 gauge, with about 15 cm. width of approved quality at the junction of reinforced cement concrete members and brick work, grooves, bands, drip moulds wherever required etc. complete. Providing and dismantling of scaffolding shall be paid separately	1500.0	Sqm
<b>D</b>	<b>STEEL WORKS</b>		

Sr.no	Description of Item	Quantity	Unit
24	Supplying,Detailing, fabricating, transporting to site of erection, erecting in position at all levels, alignment and final site welding/bolting of all <b>structural components</b> fabricated out of steel plates, rolled steel sections and hollow steel sections for all types of shed conforming IS 2062 and IS: 4923 including all connected operations such as but not limited to collection of steel from OWNER, straightening of plates, preparation of cutting plans, cutting, bending, grinding, drilling of holes, assembly, bolting (supply of permanent bolt and nut to be paid for separately under relevant item) providing erection bolts and nut (weight not considered for payment) welding (weight not considered for payment) including, edge preparation for welding, pre heating of plates before welding, post heating, sequencing of welding, testing of welders, inspection and testing of welds, rectification/ correction of defective welds, etc complete including providing erection mark, erection scheme, protection against damage in transit, ensuring stability of structure by installing temporary structure (weight not payable) during erection, including supply of all skilled labour, material, consumables, handling equipment, during fabrication and erection and all other activities, required for complete work as per specification, construction drawings and instruction of ENGINEER including preparation of surface, applying high performance epoxy based Poly Amide cured painting system of approved colour and shade consisting of Zinc silicate primer, intermediate (under) coat, finish coat and final finish coat) for structures such as columns, beams, trusses, vertical and horizontal bracings, tie beams, struts, purlins, side girts, sheeting.	25.0	MT
25	Supplying, cutting, fabricating and erecting M.S. anchor bolts, pipe sleeves, channels, angles, plates, rails, beams and all other types of inserts in concrete members and placing them in position as specified on drawings at all locations and at all levels, etc. including two coats of approved oil paint over one coat of zinc phosphate primer with finishing coats of synthetic enamel paint to get desired finish over exposed surfaces, including scaffolding, preparation of surfaces, transporting, loading, unloading etc. complete as directed by the Engineer-in-Charge.	15.0	MT
20	Supplying and fixing anchor fasteners HST-R of HILTI make in RC beams, columns and slabs including scaffolding, drilling holes etc. Complete as per manufacturer's specification and as directed by the Engineer.		
a	12 mm dia.	50.0	No
b	16 mm dia.	50.0	No
c	20 mm dia.	30.0	No
21	SPLY,FBRCTNG&ERCTNG RAILING,GIPIPE,32NB SERVICE TYPE: SUPPLY, FABRICATING AND ERECTING TUBULAR HAND RAILING OF GI PIPE, SIZE: 32 NB, CONSISTING OF DOUBLE RAIL WITH TOP RAIL: 1 M ABOVE THE FLOOR LEVEL AND PIPE POST INCLUDING CONNECTING ONE SHOP COAT OF EACH PRIMER AND TWO FINISH COAT OF SYNTHETIC ENAMEL AS DIRECTED	30.0	M

Sr.no	Description of Item	Quantity	Unit
22	SS Railing - Provide,Fabricate,Erection,Alignment,Welding,etc.,of SS Railing for staircase/ ramp/ floors 900 mm High with AISI 304 SATIN Polished steel with with main 50mm dia SS pipe as main runner and 25mm dia pipe at 3 levels along the running length of the staircase and vertical supports in 35mm dia SS pipes @1200mm c/c, the pipe to be 1.5mm thick including stainless steel beading / stainless steel cleats / stainless steel fasteners, toe guard plate wherever specified; of grade SS:304,annealed,pickled and polished to bright finish, in square/round shape,including all material,equipment,handling,transportation,cutting,bending, welding,fastening,preparation and checking of fabrication dwg,and getting the same approved,site fabrication,testing,etc.,all complete, as per specs,drawings,and instruction of Engr	30.0	M
23	FBRCTNG&ERCTNG STRUCTURAL STEEL WORK SERVICE TYPE: FABRICATING AND ERECTING STRUCTURAL STEEL WORK FOR ROOF TRUSS, PURLIN, BEAM, COLUMN, CHEQUERED PLATE FLOORING, TREAD, RISER, STRINGER, BRACING, RUNNER, AT ALL HEIGHT INCLUDING STRAIGHTENING, GAS CUTTING, DRILLING OF HOLE, WELDING, GRINDING, COMPLETE AS DIRECTED, CONTRACTOR SHALL USE HIS OWN WELDING SET, GAS CUTTING SET, GAS, ELECTRODES, DRILL MACHINE AND OTHER ACCESSORIES, REQUIRED FOR CARRYING OUT THE ENTIRE WORK, THE RATE SHALL INCLUDE SUPPLY AND FIXING OF MS BOLT AND NUT AND WASHER WITH TWO COAT OF SYNTHETIC ENAMEL PAINT OF APPROVED MAKE, APPLYING ONE COAT OF SHALIMAR OR ANY OTHER APPROVED MAKE RED OXIDE-PRIMER PAINT TO ALL THE EXPOSED SURFACES OF STEEL including erection of scaffolding as per tata power safety satnadard etc complete as directed.	5.0	Ton
24	CHAIN LINK FENCING,10 GAUGE,CONTRACTOR SERVICE TYPE: STRETCHING CHAIN LINK FENCING, 10 GAUGE WITH 2 INCH SQUARE ON ANGLE POST INCLUDING FIXING SPLIT PIN, COMPLETE AS DIRECTED AT ALL HEIGHT SYNTHETIC ENAMEL PAINT OF APPROVED MAKE OVER ONE COAT OF PRIMER, CHAIN LINK SHALL BE SUPPLIED BY TATA POWER FREE OF COST, SPLIT PIN SHALL BE PROVIDED BY CONTRACTOR AT HIS COST FOR ALL LIFTS including erection of scaffolding as per tata power safety satnadard etc complete as directed.	150.0	M2
25	Providing and fixing concertina coil of 610mm dia., 80 Nos. of circles, 200 Nos. of clips, hot dip galvanised. The wire shall be of 12 SWG tensile wire, covering 10 RM with one coil, each RM will have 8 Nos. of circles, including labour, fixing in position on existing V shaped angles including 2 nos. of guard wires and painting with 2coats of Bus green paint complete as directed.	100.0	RM
26	Stretching barbed wire (multiple row) on angle posts including fixing of split pins etc as directed. (Barbed wire shall be procured by the contractor at his cost.)	390.0	RM

Sr.no	Description of Item	Quantity	Unit
27	MKNG CORE CUT,RCC WALL,SLAB,250MM SERVICE TYPE: MAKING CORE CUT IN RCC WALL, SLAB, THICKNESS: 250 MM up to dia 250 mm including all tools and tackles etc completed as directed	20.0	No
28	Polywater FST 250 - Removing old material, creating space around cables, civil work (concreting) for finishing the surfaces so that circular / square duct like space is created around the cables. Sealing the empty ducts above using Polywater FST 250 expanding foam or equivalent etc including all tools and tackles, mobilization at site, etc complete as directed.. Applicant shall provide Warranty of 5 years	30.0	Liter
29	Providing and applying Fire retardant floor paint/ Dielectric Epoxy Floor coating as per ISI standard approved brand and samples by site manager, including all tools and tackles, transportation at site, application at site, before finalization of material, samples to be get it approved by Tata Power etc complete as directed.	100.0	M2
30	PRVDNG,TWO COAT,SYNTHETIC ENAMEL SERVICE TYPE: PROVIDING ALL MATERIAL AND CARRYING OUT TWO COAT OF SYNTHETIC ENAMEL PAINT OF APPROVED MAKE OVER ONE COAT OF PRIMER ON STRUCTURAL STEEL INCLUDING including erection of scaffolding as per tata power safety satnadard etc complete as directed. AT ALL HEIGHT	350.0	M2
31	P/F MS Scaffolding at all Height as per Tata Power safety standards. Scaffolding period will be till completion of project no any additional rental cliam will be fascilited	400.0	M3
32	Providing and filling (40 - 65mm) Metal in Transformer and oil cooler foundation, soak pits with all materials, labour, tools, tackles and equipments with all carting, lifting loading, unloading etc. complete as directed and instructed by the Engineer-in-Charge.	137.0	Cum.

## AGREED TERMS & CONDITIONS (ATC)- Indigenous Service

Bidder's Name: M/s. \_\_\_\_\_

RFQ ref. No. CC25AAM046

Enquiry Description: OLA for Civil works in upcoming DSS in Mumbai Distribution.

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

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

S. No.	Description	BIDDER'S RESPONSE
<b>A</b>	<b><u>TECHNICAL</u></b>	
1	Acceptance of technical specifications / scope of work including General/Technical notes as per Tender specification <b>In case of deviation, confirm that the same has been furnished separately.</b>	
2	Confirm data sheets duly filled in have been submitted, wherever required as requested in Technical specification/ Scope of work	
<b>B</b>	<b><u>COMMERCIAL</u></b>	
3	<b>Bid Validity</b> Confirm Bid Validity 90 days from date of bid submission.	
4	<b>Firm price:</b> Quoted prices shall remain firm till order execution.	
5	<b>Delivery Terms</b> Confirm delivery terms FOT/FOR	
6	<b>Packing &amp; Forwarding</b> Confirm that Packing & Forwarding charges including Special Packaging Requirement applicable are included in base price	NA
7	<b>Freight Charges</b> Indicate the transport charges per trip separately against each line item in Price Schedule.	
8	<b>Taxes and duties:</b> GST: __% HSN/ SAC Code: Any other tax as applicable:	
9	<b>Price Reduction / LD / SLA:</b> Confirm that Bidder agrees to the LD charges as specified in SLA file	
10	<b>Completion/Delivery Period:</b> Confirm as per RFQ requirements Mention the delivery timelines from the date of order	2 Year OLA
11	<b>Payment Terms Acceptance:</b> Confirm acceptance to the Payment terms as specified in SCC file.	
12	<b>Warranty / Latent Defect Liability Period:</b>	
13	<b>Contract Performance Bank Guarantee:</b> Confirm acceptance to Submission of Unconditional Bank Guarantee as per General terms and conditions.	
14	<b>Testing and Inspection charges (if applicable):</b> Confirm the quoted are Inclusive of all testing and inspection	

S. No.	Description	BIDDER'S RESPONSE
	charges as per Tender specification	
15	<p><b>Compliance to other terms &amp; conditions</b></p> <p>Acceptance of all other terms &amp; conditions as forming the Part of the RFQ/ Tender document and communicated vide subsequent addendum(s) if any:</p> <p><b>In case of deviation, confirm that the same has been furnished separately.</b></p>	

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

Bidder's Authorised Signatory and stamp:

Name:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Compliance of Local Laws:**

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

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

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

### **4. Owner's Obligation:**

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

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

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

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

- 5.2 The Contractor hereby represents and warrants that:

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

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

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

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

### **6. Title of Property:**

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

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

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

**7. Work Completion schedule:**

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

**8. Contract Price and Payment:**

8.1 The Contract Price shall be a firm & fixed Contract Value for the Work inclusive of all the taxes, levies & duties and shall remain firm till the validity of this contract.

8.2 Unless Specifically stated elsewhere in the contract, the Contractor is solely liable for payment of , and warrants that it will pay, or ensure the payment of all taxes imposed, assessment made in relation to the Work.

8.3 An amount as stated in the table below shall be retained towards Contractor's safety performance against every RA bill:

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

Rev. date: 25 Jul 2017

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

8.4 For Contract Price Rs. 1 crores or above and Contract Completion Schedule 12 months or more, the above safety retention will be released half yearly against the Safety Performance Score (methodology for evaluation enumerated in the Safety Terms & Conditions attached as Appendix to this General Terms & Condition) which will be evaluated by the Order Manager every month. For all other contracts, the above said safety retention shall be released along with the final settlement only at the end of the contract period.

8.5 The Owner shall have the right to stop any work which in its opinion is not meeting the safety standards/ guidelines of the Owner and good engineering practice. The Contractor shall not be eligible for and shall not be granted any extension in Completion Schedule due to such stoppage of work by the Owner.

8.6 The above retention towards safety shall not absolve the Contractor of its liabilities including statutory liabilities towards safety violations, injury or death (whether by accident or otherwise). An amount between Rs. 5 to 50 lakhs as deemed appropriate by Owner's appointed Committee for incident investigation and/ or as determined by statutory authorities (whichever higher), will be payable by the Contractor in case of such severe incidents of injury leading to loss of property or partial/ permanent disablement (e.g. loss of limb/s, vision etc.) or death.

8.7 Notwithstanding anything else stated in the Contract, the Contractor shall be liable for termination without any notice and without recourse to Owner in case of three (3) or more severe safety violations. There shall be no termination fees/ compensation payable to Contractor for such termination.

8.8 In case the Contractor achieves 100% on the Safety Performance Score, the Contractor shall be awarded a discretionary bonus of 1% of invoiced value subject to a maximum of Rs. 50 lakhs towards Safety Performance.

8.9 Payment shall be released within 60 days of submission of error free invoice with supporting documents duly certified by the Order Manager/ Engineer-in-Charge after deducting taxes at source as prescribed under the applicable law, income – tax or other deductions under the state value added tax laws . If such payment release

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **12. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20. Governing Laws

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

## 21. Jurisdiction

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

## 22. Dispute settlement:

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

## 23. Force majeure:

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

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

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

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

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

## 24. Sub letting and Assignment

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

## 25. Limitation of Liability:

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

## 26. Confidentiality:

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

**27. Termination:**

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

**28. Consequential Damages:**

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

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

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

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

### 30. Non-Exclusive Agreement

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

### 31. Severability

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

### 32. Housekeeping & Removal of scrap:

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

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

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

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

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

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

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

### 33. Tata Code of Conduct

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

### 34. Responsible Supply Chain Management:

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

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

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

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

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

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

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

**35. Vendor rating:**

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

**36. Vendor Feedback:**

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

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

**37. Non-Waiver:**

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

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

# **ESG FRAMEWORK FOR BUSINESS ASSOCIATES**

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

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

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

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

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

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

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

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

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

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

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

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

The BA is expected to:

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

#### **Waste Disposal:**

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

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

#### **Water Management:**

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

**Compliance to Law:**

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

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

**Social Accountability (SA 8000):**

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

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

**Health and Safety**

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

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

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

### **Grievance Mechanism**

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

### **Data Protection**

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

## **ANNEXURE-I**



Sr. No.	Question Description	Response (Y/N)	Remarks
<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.

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

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

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

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

### **Do’s**

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

### **Don’ts**

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

### **Reporting Violations**

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

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