



**OWNER:
THE TATA POWER COMPANY LIMITED**

**TITLE OF WORK TO BE AWARDED:
AMC for Services for Stn A & Stn B CW Jetty Annual Maintenance for 3 years.**

ENQUIRY REFERENCE NO.: CC26SR058

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR-

AMC for Services for Stn A & Stn B CW Jetty Annual Maintenance.

Enquiry reference no.: CC26SR058
Title of Work: Services for providing support service for 3 years
Type of Bidding: E-tendering (through Ariba online portal) / Two Part (Technical and Price bids under separate envelopes)
Contact Details: Contact Details: All communication including EOI submission shall be addressed to following officer/s: Ms. Sudeep Roy Email: sudeep.roy@tatapower.com Copy of all communications shall be marked to (Cc): Mr. Kailas Surve Email: ksurve@tatapower.com

The Tata Power Company Limited (“Project Manager”) on behalf of M/s Tata Power Company Limited (“Owner”) invites Expression of Interest (EOI) from interested parties for the Two-Part e-Tendering Process of following Relevant Work Package:

Plant Details	Tender Fee	Bid Security	Estimated package value for three years.
The Tata Power Company Limited, Trombay Thermal Power plant Chembur	INR 2000/- (INR Two Thousand Only) To be submitted along with EOI.	INR 1,50,000/- (INR One Lakh fifty thousand only). Bid Security to be submitted as a Bank Guarantee at the BID stage (and not with EOI)	Approx. 1.5 Crores

Table 1

1. INTRODUCTION:

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

The tendering/ procurement activities for this Project are being managed from Tata Power’s following Office:

The Tata Power Company Limited,
Trombay Thermal Power Station,
Corporate Contracts,
5th Floor, Station B, Chembur-Mahul,
Mumbai 400074, Maharashtra, India.

2. BRIEF SCOPE OF WORK:

This Notice is for inviting Expression of Interest for planning and execution Service PR created for AMC for services for Stn A & Stn B CW Jetty Annual Maintenance, for 3 years. PO to be provided year on year (YOY) Basis.

Detailed Scope of Work for this Contract shall be provided in the Tender / RFQ document to all potential buyers submitting the valid EOI with due tender fees.

3. TENDER FEE & TIMELINES:

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

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

- Mails shall be addressed to (To): Sudeep.roy@tatapower.com
- Must Mark a copy to (Cc): ksurve@tatapower.com

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

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

Table 2

Details for payment of Tender Fee:	
Bank details for submitting Tender fees through bank transfer / NEFT:	Beneficiary Name: The Tata Power Company Limited Bank Name: HDFC Bank A/c no: 00600110000763 IFS Code: HDFC0000060 A/c type: CC Branch Name & Address: HDFC Bank, Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023
Deadline for tender fee payment and submission of EOI:	12th Sept 2025

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

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

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

4. BIDDER PRE-QUALIFICATION REQUIREMENTS:

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

4.1 TECHNICAL REQUIREMENT:

BIDDER PRE-QUALIFICATION REQUIREMENTS:

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

Technical requirement

- A. Bidder should have minimum 5 years of experience in Regular Maintenance, Preventive & Break down maintenance, Troubleshooting, Job planning and Overhauling of CW Pumps & System (CW Pumps, Travelling Water Screen, Trash Racks, Butterfly Valves, CW Tunnel, Air Relief Valves, Expansion Bellows, Sea water Filtration plant, Strainers, Seal Water Pumps, Screen Wash Pumps, Booster Pumps, Backwash Pumps, etc.) and various associated piping working media sea water and service water. Mechanical equipment's Unit size more than 250 MW & Station capacity more than 500 MW.
- B. Bidder shall provide 2 Purchase Orders of similar experience as above in last 5 years.

SUPPORTING DOCUMENTS (to be submitted with Technical Bid):

- a) PO Copy, Completion Certificate from the concerned client in support of successful execution of jobs /reference projects to be submitted.
- b) Experience details of past 03 years should be submitted as per the following table format:

1	2	3	4	5	6
Sl. No.	Client details/ Power plant details	Order No. Date & Year	Contract Tenure	Order value	Details of scope of work

4.2 SAFETY REQUIREMENT:

- a) Bidder should preferably have ISO 9001 / ISO 14001 / ISO 45001 certification or must give an undertaking for its willingness to obtain the same within 2 months of qualification for the work.

4.3 FINANCIAL REQUIREMENT:

- a) The Bidder should have average annual financial turnover not less than 50 Lakhs (Fifty Lakhs Indian Rupees) (best consecutive three out of the last five financial years audited results).
- b) Bidder shall furnish Annual reports containing Audited Balance sheets with Profit and Loss Accounts statements of best consecutive three out of the last five financial years audited results, along with the bid to establish Bidder's conformance to Experience and Financial Criteria mentioned above.

5. BID SECURITY / EMD:

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

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

6. BIDDING PROCESS:

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

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



THE TATA POWER COMPANY LIMITED

TECHNICAL SPECIFICATION/SCOPE OF WORK

FOR

Job Scope for AMC of CW Jetty maintenance

Scope of Work

A. Maintenance activities at CW Jetty (Stn-A and Stn-B)

- Routine maintenance and attending defects of CW Pumps.
- Routine maintenance and attending defects of TWS.
- Coarse screen / Trash Rack cleaning of CW intake as per schedule.
- General Housekeeping of CW jetty.
- 5S level to be maintained at both sides of CW Jetty. Monthly report to be submitted.
- EOT crane operation during any kind of overhauling and blanking & de-blanking activities of CW pits.
- Routine Maintenance of CW Tunnel & Air relief Valves up to Condenser inlet. This includes the patch work in case of leakage in tunnel. Vendor to keep the competent welder for welding job.
- Overhauling of all rotary equipment at CW Jetty (CW Pumps, Seal Water, Screen Water, Sea Water Supply, Back Wash & Alum Dosing Pumps and also Blowers).
- If CW tunnel leakage will be attended by online wrapping technique, AMC team shall assist the vendor.
- Routine maintenance, PM and Breakdown maintenance of Seal water pumps, Screen wash water pumps, Back wash pumps, Sea water supply pumps, Main strainers, Duplex filters and Filtration plant.
- Annual overhauling of CW Pumps.
- CW Pump discharge lines and discharge valves maintenance and attending defects.
- Maintenance of all auxiliaries related to CW System of Pump house mechanical defects and general housekeeping.
- AMC team shall assist the divers in case of any maintenance jobs.
- Minor repairs of Trash Rack to be carried out.
- Attending safety defects or implementation of safety recommendation related to Jetty pump house.

Bid tab Format (One year Quantity)

S. No.	Item Description – Firm Jobs	Qty	UoM
4089690	Maint Jetty U8 CW pump & System	12	MON
4151067	Maint Jetty U5 CW pump & System	12	MON
4089689	Emergency breakdown maintenance	200	AU

S. No.	Item Description – Optional Job	Qty	UoM
4307878	Optional – Mill Wright Fitter	12	Month

***Optional Job**

Optional Mill Wright Fitter should have knowledge in overhauling of CW Pumps, Seal Water, Screen Water, Sea Water Supply, Back Wash & Alum Dosing Pumps and Blowers. Mill Wright Fitter should have knowledge and experience in overhauling of vertical type CW Pumps.

Job Scope for AMC of CW Jetty maintenance

- B. The group shall carry out Lifting, shifting of material, material movement related to pump house maintenance between Jetty and Powerhouse, at stores, scrap yard, storage place in powerhouse and workshop.
- C. All the tools, PPE and consumables like welding rods-carbon steel, oxygen-04nos and D.A Cylinder- 02 no's within a month shall be in contractors' scope. Items like kerosene, Rustolene, WD 40, Cheese cloth, wire brush, cutting wheel, buffing wheel, grinding wheel and cotton waste wherever required, shall be provided by the Vendor. Any other special tools or SS welding electrode if required will be provided by company.
- D. The contractor shall maintain required quantity of lifting tools and tackles such as wire ropes, slings, flexible slings, "D" shackles, Eye bolts and chain blocks as per requirement of Maintenance activities. The contractor shall maintain list of all lifting tools and tackles with their certificate and actual and next due date of certification. Same list shall be submitted to us for review. The contractor shall be responsible for recertification of lifting tools and tackles by company's approved agency and in no circumstances noncertified lifting tools shall be used. The need to keep two set of all lifting tools each for station A & Station B.
- E. The contractor shall arrange for all required PPE such as safety double lanyard belts, Safety helmet, hand gloves, safety shoes, gum boots and safety goggles for his maintenance group.
- F. The working group shall be utilized for a duration of 8 hours normally on 365 days working basis. In case of extra hours working, the charges will be payable as per extended working hour rate at actual as per the plant requirements.
- G. Contract shall maintain the attendance register which he shall produce on demand by Tata Power Engineer.
- H. In case of night shift is called, additional group shall remain available during general shift. The working group will be required for the extended hours and round the clock as per the plant requirements.
- I. A daily report shall be submitted for the activities executed and the staff available at site. This is a strict requirement.
- J. Name and work experience and skill of all Member of Maintenance group deployed by contractor shall be made available to representative of The Tata Power Company Limited (CW Jetty engineer) in advance. The Tata Power Company Limited reserve the right of allowing / not allowing people to work in maintenance group and is subjected to approval of list by site engineer. Group must be formed as mentioned in the RFQ. A Technically qualified experienced Supervisor for the contractor shall be present on the site during the working hours and shall be responsible for quality and safety aspects. Contractor to be prepared / equipped to take up the job as per the directions of Tata Power engineer. General working time is from 08:00 Hrs. to 17:00 Hrs. Contractor should be geared up for working on round

the clock basis in case emergencies. In case if the workers found coming late and leaving the site before mentioned time will be called for penalty.

- K. If any detail is found to be missing / not detailed out in job scope, but necessary to be carried out for execution of work will be considered as covered in the scope of work and no claim for the additional payment, for the same shall be entertained.
- L. Tool box 2 set each at station A and Station B including all required size of spanners of all type to be kept ready and updated. Alignment tools like dial indicators, vernier caliper, filler gauge and micrometer to be kept in 2 set each for all equipment's. Vendor to maintain the calibration certificate for all measuring tools.

OTHER CONDITIONS OF CONTRACT

- The work to be carried out shall be in accordance with standard engineering practices, approved drawings, relevant standards and the instruction of the Companies Engineer/Supervisors. You shall deploy adequate number of personnel for carrying out the work, unless indicated.
- Vendor shall depute adequately qualified Supervisor for supervising your workforce and that of your subcontractors, if any, and for taking care of their needs.
- All tools and tackles, instruments and other appliances required for carrying out and completing the work to our specifications shall be provided by vendor.
- Vendor shall provide all safety apparels to your employees as are required for the work. In case of noncompliance, Tata Power has right to impose penalty as per CSM F4.
- Vendor employees must undergo safety training provided by the Company before commencement of the job. Only trained workmen will be allowed inside the plant.
- No worker below the age of 18 will be permitted in the plant premises.
- Vendor shall maintain good housekeeping at or around the place/location of the work. The place, site or location shall be restored after completion of the work to the original condition in which it was handed over to you, as regard housekeeping and cleanliness. Vendor should be liable to compensate in full for any damage/accident, which may arise as a result of your failure to comply in this regard.
- Due authorization must be obtained for working beyond the working hours and on the days on which the works are closed.
- Water and electric power shall be provided to vendor free of cost to the extent available. Vendor shall however, ensure that these are utilized to the absolute minimum. Vendor shall be billed for any excess quantity.
- In case vendor fail to complete the work to the full satisfaction of our Engineer/Supervisor, the shortfall if any, will be carried out by TATA POWER and the cost thereof shall be deducted from your bills.

Termination of Contract

If at any time you fail to comply with terms and conditions of the contract, then the Company shall be at liberty to terminate the said Contract on giving 7days clear notice to you in the event of the following

- Unsatisfactory performance in respect of quality of supplies & services offered by vendor.
- Undue delay in supply of materials/ services without proper justification for the same.
- Price increase, which are not stipulated, justifiable and accepted by Tata Power Company.
- Failure to replace defective supplies/ services in time.
- Failure to meet statutory requirements.
- Disorderly behavior of your personnel.

In the event of such termination, the Company will be entitled to recover all losses, damages, cost, and expenses.

Manpower Details for regular AMC Jobs

Sr. No.	Category of the Technician	Stn-A	Stn-B	Total	Experience
1	Senior Fitter	1	1	2	Min. 10 Years
2	Junior Fitter	1	1	2	Min. 7 Years
3	Rigger	1	1	2	Min. 7 Years
4	Welder	1	1	2	Min. 10 Years
5	Helper	2	2	4	Min. 3 Years
				12	

Manpower Details for Optional Job

Sr. No.	Category of the Technician	Stn-A	Stn-B	Total	Experience
1	Mill Wright Fitter		1	1	Min. 15 Years

Trombay Thermal Power Station : CW Jetty								
SPA (Service Provider Agreement) For CW Jetty AMC Purchase Order								
SR No.	Parameter	Measure	Penalty	Status Achieved	Service Providers Comment	Status Achieved	TPC Comment	Remarks
1	Non availability of CW pumps for more than the scheduled outage period	>24 hrs, >48 hrs, >96 hrs	1) 3% penalty on monthly contract value. 2) 5% penalty on monthly contract value. 3) No payment					CW pump non availability due to following reasons attributed to the contractor- A) Inadequate mobilization of skilled manpower, B) Lack of tools required for execution of the job, C) Due to poor quality of workmanship.
2	Seal water and screen water pump repairs	3 days	1% penalty per day subject to maximum of 10 %					All spares to be provided by TATA Power company.
3	Filtration plant vessels and equipments	3 days	1% penalty per day subject to maximum of 10 %					All spares to be provided by TATA Power company.
4	Trash Rack Cleaning	6 Hrs	1% penalty per day subject to maximum of 10 %					A) Inadequate mobilization of skilled manpower, B) Lack of tools required for execution of the job, C) Due to poor quality of workmanship.
5	Attending leakages in CW Tunnel	2 days	2% penalty on daily contract value					A) Inadequate mobilization of skilled manpower, B) Lack of tools required for execution of the job, C) Due to poor quality of workmanship.
6	Ensure housekeeping to satisfaction level of Operation & Maintenance engineer	Daily basis	Rs. 10000/month					It will be tracked by maintenance Engineer during daily visit. Maintenance Engineer will certify the housekeeping.
7	5S activities at Stn-A and Stn-B CW Jetty	>3S	5% penalty on monthly Service entry					It will be tracked by maintenance Engineer during daily visit. Maintenance Engineer will certify the 5S activities. If 3S level is not achieved on continuous basis for one week, penalty will be deducted from monthly SES.
8	Vendor will comply with all the terms and conditions as per TATA Power safety code of conduct	100 % compliance	Penalties as per safety code of conduct					
Termination clause:- Continuous non availability of the any of the equipments listed above for more than 15 days will be treated as failure of the deliverables and process of warning and termination of the contract will be initiated.								
Agreed by :-								
M/S: TATA Power Company Ltd. (TPC)								Vendor: Contractor Awarded Purchase Order
Signature:								Signature:
Name: Mukesh Vishwakarma								Name:
Designation: Lead Engineer - MMD								

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

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

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

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

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

1. Contractor's obligation:

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

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

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

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

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

2. Service Warranties:

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

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

3. Compliance of Local Laws:

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

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

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

4. Owner's Obligation:

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

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

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

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

- 5.2 The Contractor hereby represents and warrants that:

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

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

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

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

6. Title of Property:

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

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

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

7. Work Completion schedule:

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

8. Contract Price and Payment:

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

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

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

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

Rev. date: 25 Jul 2017

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

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

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

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

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

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

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

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

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

9. **Taxes and Duties:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Contract Performance Guarantees (If applicable)

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

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

11. Price Reduction:

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

12. Insurance

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

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

13. Indemnification:

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

14. Indemnity against IPR:

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

15. Free Issue Material:

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

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

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

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

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

16. Relation between parties:

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

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

17. Safety:

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

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

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

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

18. Suspension of Work

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

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

19. Change Management:

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

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

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

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

20. Governing Laws

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

21. Jurisdiction

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

22. Dispute settlement:

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

23. Force majeure:

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

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

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

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

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

24. Sub letting and Assignment

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

25. Limitation of Liability:

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

26. Confidentiality:

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

27. Termination:

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

28. Consequential Damages:

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

29. Environment / ISO 14001 Certification:

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

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

30. Non-Exclusive Agreement

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

31. Severability

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

32. Housekeeping & Removal of scrap:

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

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

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

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

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

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

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

33. Tata Code of Conduct

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

34. Responsible Supply Chain Management:

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

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

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

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

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

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

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

35. Vendor rating:

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

36. Vendor Feedback:

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

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

37. Non-Waiver:

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

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

ESG FRAMEWORK FOR BUSINESS ASSOCIATES

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

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

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

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

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

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

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

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

Responsible Supply Chain Management:

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

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

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

The BA is expected to:

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

Waste Disposal:

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

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

Water Management:

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

Compliance to Law:

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

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

Social Accountability (SA 8000):

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

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

Health and Safety

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

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

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

Grievance Mechanism

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

Data Protection

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

ANNEXURE-I



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

Signature

Business Associate Name

ANNEXURE-II

CORPORATE SUSTAINABILITY POLICY

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

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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



Supplier Code of Conduct

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

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

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

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

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

Do’s

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

Don’ts

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

Reporting Violations

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

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

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

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

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

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

1. Proposed Manpower Deployment Schedule :-

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

Instruction to Bidders:

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

iii. Against each category, indicate minimum educational qualification and work experience

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

- iv. Add rows to include other specialized manpower, if any.
- v. Extend columns to cover the entire duration of the proposed contract.
- vi. If the operation is in shifts, then indicate shift in charge and / or safety officers required for each shift operation.

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

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

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

3. Safety Records:

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

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

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

4. Job Safety Plan/ Method Statement:

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

The Tata Power Company Ltd	     	Contractor's Safety Code of Conduct
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Bidder to also list down all high-risk activities and provide the Hazard Identification and Risk Assessment (HIRA) for all such high-risk activities involved in the site work.

(Use Method Statement template attached as Appendix 9)

5. PPE Requirement -R7

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

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

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

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

SI No	Crane No	Location	Year

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

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

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

10. **Management System Certification: -**

Sr.No	Certification	Yes / No	If Yes, Year of Certification	If No, Target date for Certification
1	ISO 9001			
2	ISO 14001			
3	ISO 45001			
4	Any other (Specify....)			

Note: Please attach certificates to support above. In case not accredited for above but applied for, application letters may be attached.

Tender Reference: CC25SR231	THE TATA POWER COMPANY LIMITED	SHEET 1 OF 2
	SPECIAL CONDITIONS OF CONTRACT	OF 4

Package: AMC for services for Stn A and Stn B CW Jetty Annual Maintenance

Sr. No.	TOPIC	PRINCIPLES OF TERMS & CONDITIONS
<p>The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over GCC to the extent of the conflict only with the rest of the GCC provisions remaining valid and applicable.</p> <p>It may be noted that the words "Employer" and "Purchaser" whether used separately or in conjunction with "Owner" shall have the same meaning as "Owner" and these words are intended to be used interchangeably.</p> <p>Where Contractor is used, Bidder to note that the Contractor means the successful Bidder whose Bid is accepted by Owner.</p>		
1	Contract Price & Contract Structure	<p>The nature of the Contract shall be of lump-sum fixed price basis and in Indian Rupees only. The prices shall be quoted strictly as per the price bid format given in the Ariba Price Bid Section and with reference to Job scope enclosed.</p> <p>The Contract Price shall be on Delivered at Place (DAP) Site basis inclusive of shipment worthy packing & forwarding, freight and transit insurance, performance testing at works etc. for this package.</p>
2	Contract Price Validity	The quoted Price shall remain valid, firm, and binding on the Contractor for a period of 120 days from the date prescribed as Due date for submission of the quotation and the Contract Price shall thereafter remain FIXED during the tenancy of the Contract.
3	Taxes & Duties:	All indirect taxes, duties, levies and cess in relation to the execution of this Contract, whether payable by Contractor or by Owner (in which case the same shall be paid by Contractor on behalf of Owner) shall be included by the Contractor in the lumpsum Contract Price e.g. import duties, GST, VAT (still applicable on certain categories), entry/local municipal taxes if any etc. shall all be included by Contractor in the Contract Price.
4	Payment Terms	<p>Payment for Services:</p> <p>A) 100% payment shall be payable against successful completion of works duly certified by the Order Manager and based on actual quantities executed.</p> <p>B) All payments shall be made with 60 days (Non MSME) credit and 45 days in case of bidder is MSME against receipt of error-free and commercially clear invoice. All payments shall be subject to deduction of LD charges, TDS if applicable.</p> <p>C) 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 wherever 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.</p> <p>D) 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.</p> <p>E) In case of award, the Purchase Order shall be issued digitally through Ariba Commerce Automation portal. In all such cases, further transaction such as Order Acceptance, SES/GRN preparation, Invoicing etc. needs to be conducted in the Ariba Commerce Automation system.</p>
5	Work/Delivery Completion Period:	The Effective Date (ED) of Contract shall be the date of issue of Letter of Award (LOA) or PO whichever is earlier. Job timeline to be finalized in technical meeting and same will be mentioned in MOM.

Tender Reference: CC25SR231	THE TATA POWER COMPANY LIMITED	SHEET 2 OF 2
	SPECIAL CONDITIONS OF CONTRACT	OF 4

6	Liquidated Damages for Delays, Non-performance & Overall Cap	As per SLA
7	Contract Performance Bank Guarantee	Contractor shall submit within 15 days of Effective Date an unconditional irrevocable bank guarantee (CPBG) payable on demand duly stamped strictly as per the prescribed format of Owner for a sum equivalent to 10% of the Contract Price valid till the end of Defect Liability Period (DLP) and with a claim period of not less than 6 months beyond the expiry date.
8	Warrant/Defect Liability Period	Defect Liability Period (DLP) shall be 12 months from the date of takeover by Owner. The Bidder shall be responsible to repair components at free of cost during DLP period as agreed.
9	Lodging, Boarding, Travel and Local Conveyances	Prices are inclusive of boarding & lodging, travel costs, local conveyances of any nature and no separate payment on any of these accounts admissible. Contractor shall arrange for accommodation of his personnel outside the plant premises only (accommodation inside the plant premises shall not be permitted).
10	Acceptance on PF & ESI & other Statutory Compliances:	Contractor warrants that it shall has the PF & ESI registration and shall comply with all statutory requirements and submit documentary evidence towards the same. This will include monthly wages register, PF & ESI challans for demonstrating compliance for minimum wages, PF & ESI for each individual employee in accordance with the wage register. The compliance statement with supporting challans will be submitted every month as per the timelines prescribed by Owner. PF, ESI & other statutory compliance of the previous month must be attached with the Invoice of any given month for release of service payments. Contractor to also provide police verification and medical report for all his employee at the time of joining without any cost to Owner.
11	Insurance	Contractor shall take all necessary insurances of adequate sums to cover all its manpower / material / resources including 3rd party general liability insurance / workmen compensation policy as applicable. In the event of any loss or damages or any accident etc., the Contractor shall make all claims directly with his insurer. Any difference between the claims settled and the actual value of loss shall be borne by the Contractor. The Contractor will bear the additional costs for replacements if any and ensure timely delivery as mutually agreed. Owner shall not be responsible for any loss or damage whether by accident or otherwise to equipment or material or to any personnel of the Contractor or its sub-contractors.
12	Compliance to Safety T&Cs:	Contractor shall comply with all Safety Terms and Conditions annexed to tender documents and revised time to time at all times inside the Site / Owner's premises. All workers shall undergo TPSDI L1, L2 and L3 training as per Safety terms and condition as per Tata Power terms and condition and cost towards this training shall be included in the quoted prices.