



**OWNER:  
MAITHON POWER LIMITED**

**PROJECT MANAGER:  
THE TATA POWER COMPANY LIMITED**

**TITLE OF WORK TO BE AWARDED:  
SUPPLY OF CUPLOCK SCAFFOLDING AT MPL**

**ENQUIRY REFERENCE NO.: CC25KY069**

**NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR-**

**SUPPLY OF CUPLOCK SCAFFOLDING AT MPL**

<b>Enquiry reference no.:</b> CC25KY069
<b>Title of Work:</b> Supply of Cup lock Scaffolding at MPL
<b>Type of Bidding:</b> E-tendering (through Ariba online portal) / Two Part (Technical and Price bids under separate envelopes)
<b>Contact Details:</b> All communication including EOI submission shall be addressed to following officer/s: Mr. Kunal Yenpure Email: <a href="mailto:kunal.yenpure@tatapower.com">kunal.yenpure@tatapower.com</a>  Copy of all communications shall be marked to (Cc): Mr. Ravi Shingare <a href="mailto:ravi.shingare@tatapower.com">ravi.shingare@tatapower.com</a>  Mr. P Ramrayka Email: <a href="mailto:p.ramrayka@tatapower.com">p.ramrayka@tatapower.com</a>

The 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:

Table 1

<b>Plant Details</b>	<b>Tender Fee</b>	<b>Bid Security</b>	<b>Estimated package value</b>
2X525 MW Maithon Power Limited (MPL), Dhanbad, Jharkhand	INR 2000/- (INR Two Thousand Only)  <i>To be submitted along with EOI.</i>	INR 2,00,000/- (INR Two Lakhs only).  <i>Bid Security to be submitted as a Bank Guarantee or through RTGS or Demand Draft at the BID stage and not with EOI</i>	Approx. 3.5 Crores

**1. INTRODUCTION:**

1. Tata Power Company limited is hereby inviting Expression of Interest (EOI) from interested and eligible parties for “**Supply of complete Cup lock Scaffolding materials for 525 MW BHEL Boiler.**” Party will supply Heavy Duty class Cuplock scaffold material of standard quality along with its valid test certificates. Items will be supplied duly Galvanized. Couplers will be supplied in electroplated finish. Contractor needs to provide technical assistance (Expert Supervisor) for First time erection of the Scaffolding Set inside the Boiler during Unit Overhauling at MPL.

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

Smart Center of Procurement Excellence (SCOPE),  
Corporate Contracts,  
The Tata Power Company Limited,  
2<sup>nd</sup> Floor, Sahar Receiving Station, Near Hotel Leela,  
Sahar Airport Road, Andheri East, Mumbai – 400 059.  
Maharashtra, India.

## 2. SCOPE OF WORK:

The brief scope of supply consists of cuplock scaffolding set for complete boiler furnace, divisional panels, platen superheater panels, complete reheater panel section. Detailed Scope of supply 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): [kunal.yenpure@tatapower.com](mailto:kunal.yenpure@tatapower.com)
- Must Mark a copy to (Cc): [ravi.shingare@tatapower.com](mailto:ravi.shingare@tatapower.com) & [p.ramrayka@tatapower.com](mailto:p.ramrayka@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 Table-2 below:

Table 2

Details for payment of Tender Fee:	
Bank details for submitting Tender fees through bank transfer / NEFT:	Beneficiary Name – Maithon power Limited Bank Name – State bank of India Branch Name – CAG, Mumbai (09995) Address – Neville House, 23 J. N. Heredia Marg, Ballard Estate, Mumbai-400001 Branch Code –09995 Account No – 00000031828734113 Account type – CC IFSC Code – SBIN0009995
Deadline for tender fee payment and submission of EOI:	<b>25<sup>th</sup> July 2024, CoB.</b>

**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 shall meet the following technical qualification requirement:

- a) The bidder should have successfully manufactured and supplied as a prime contractor at least one single order for **Cuplock Scaffolding for Boilers** of value not less than Rs. 1.0Cr. (Rupees One crore only) during any one of the preceding two years (2022-23, 2023-24) in any State government /Central government /PSU /Limited company.
- b) The bidder should have complete setup for manufacturing of Cuplock Scaffolding for Boiler pressure part tube.
- c) The bidder must share the raw material certificate and sourcing organization.
- d) The bidder should have competency to develop area wise Cuplock scaffolding drawing for boiler.
- e) All the materials of Cuplock scaffolding to be supplied for MPL are galvanized.

**4.2 FINANCIAL REQUIREMENT:**

- a) The average annual turnover of the bidder shall not be less than Rs. 4.0 Crores (Rupees four crores only) for the preceding two financial years (2022-23, 2023-24).
- b) The financial net worth of the bidder shall be positive as per the latest audited annual report.

**4.3 SUPPORTING DOCUMENTS (to be submitted with Technical Bid):**

The bidder shall in his own interest, furnish complete documentary evidence to justify that he meets the 'Bidder Qualification Criteria' as given above. The bidder shall submit the following documents also along with the tender.

- a) Copies of work orders issued by owner/client (Original)
- b) Copies of supplied material quality certificates issued by owner/client (Original)
- c) List of materials with details and values meeting the above conditions
- d) Bidder shall submit valid PF, Service Tax registrations and PAN.
- e) Bidder shall furnish Annual reports containing Audited Balance sheets with Profit and Loss

Accounts statements of the preceding 2 (Two) financial years viz. (2022-23, 2023-24) along with the bid to establish Bidder's conformance to Experience and Financial Criteria mentioned above.

- f) All documents furnished by the bidder in support of meeting the financial criteria of PQR shall be duly certified by a practicing Chartered Accountant (not being an employee or Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- g) Bidder shall furnish ISO:9001 certificate issued by accredited body.
- h) Submission of authentic documents is the prime responsibility of the Bidder.

## **1. 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 Bank Guarantee or through RTGS or Demand Draft**, 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.**

## **2. 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.

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**TATA POWER COMPANY LIMITED**

**SUPPLY OF CUPLOCK SCAFFOLDING AT MPL**

**OWNER:**

**THE TATA POWER COMPANY LIMITED/  
MAITHON POWER LIMITED**

**PROJECT MANAGER:**

**THE TATA POWER COMPANY LIMITED**

**SITE:**

**2 X 525 MW MAITHON POWER LIMITED, MAITHON, DHANBAD**

**PROJECT:**

**SUPPLY OF CUPLOCK SCAFFOLDING AT MPL**

**Tender No.: CC25KY069**



**July-2024**

CC25KY069

**TATA POWER COMPANY LIMITED**

**SUPPLY OF CUPLOCK SCAFFOLDING AT MPL**

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**TATA POWER COMPANY LIMITED****SUPPLY OF CUPLOCK SCAFFOLDING AT MPL****INTRODUCTION & BRIEF SCOPE OF WORK****1. Introduction:**

Maithon Power Limited is a joint venture company between The Tata Power Company Limited and DVC. It owns and operate a 2 x 525 MW Thermal Power Station located at Village Gogna, Dist. Dhanbad in the state of Jharkhand, India. A brief overview of Owner and Site is given below:

<b>Site</b>	2 X 525 MW Maithon Right Bank Thermal Power Plant
<b>Owner</b>	Maithon Power Limited
<b>Project Manager</b>	The Tata Power Company Limited
<b>Package</b>	Supply of Cup lock Scaffolding at MPL
<b>Site Location</b>	Maithon, Dhanbad district, Jharkhand, India, on the right bank of the river Barakar in the Nirsa-cum-Chirkunda C.D. Block of Dhanbad district, Jharkhand at a road distance of about 7.5 km from Nirsa, North of G.T. Road (N.H.2) and 10 km north of Mugma railway station on the Howrah Mughalsarai Grand Chord line of the Eastern Railway. <ul style="list-style-type: none"> <li>• Latitude: 23 deg 49' - 38" N</li> <li>• Longitude: 86 deg 45' - 41" E</li> </ul>
<b>Elevation Above Mean Sea Level</b>	156 m to 177 m above Mean Sea Level
<b>Access To Site</b>	<ul style="list-style-type: none"> <li>• Road: About 7.5 km north of G.T. Road Nearest town is Nirsa</li> <li>• Rail: Nearest Railway station – Mugma railway station.</li> </ul>

**2. SCOPE OF WORK**

The Scope of Work under this tender shall be: Supply of cuplock scaffolding set for complete boiler furnace, divisional panels, platen superheater panels, complete reheater panel section for 525 MW BHEL Boiler.

The detailed Technical Specifications, scope of work and requirements of quality and quantity shall be as per attachments under Volume II of this tender.  
Bidder shall include all accessories for the Plant to be complete and safe in all respects to meet the technical requirements.

**3. SITE VISIT**

The Bidder is advised to visit the Site before submitting the bid to investigate and make a careful examination, survey and inspection of and to satisfy itself as to the feasibility of executing the Contract Works/ Services at the Site. By submitting the bid, the Bidder acknowledges and confirms that he has made a careful examination, survey and inspection of the Pre-Effective Date Conditions and has satisfied itself as to the feasibility of executing the contracted Works/ Services at the Site.



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**TATA POWER COMPANY LIMITED**

**SUPPLY OF CUPLOCK SCAFFOLDING AT MPL**

**INSTRUCTIONS TO BIDDER (TWO BID)**

1. On behalf of Maithon Power Limited (Owner), The Tata Power Company Limited (TPCL) invites bid for **“Supply of Cup lock Scaffolding at MPL “**.
2. The bid package is issued in the name of Bidder and is non-transferable.
3. Bidder shall acknowledge the receipt of the tender within two (2) working days from the Date of issue of this Request for Quotation (RFQ)/enquiry.
4. Bidders shall review the entire tender document (including technical documents) and ensure the given objectives expected herein can be achieved or the technical requirements can be met in totality. Any deviation or substitution must be highlighted on a separate document.
5. Bidder must carefully go through all commercial conditions of contract before quoting the price. Any exceptions pertaining to clauses affecting prices or costs either way must be clearly stated.
6. Any deviation taken by Bidder may lead to rejection of the bid.
7. Bidder shall quote a firm price and shall be bound to keep this price firm without any escalation for any reason whatsoever until they complete Service against the tender.
8. Bidder shall give clear break-up of the basic price and the taxes and duties included in the price quoted.
9. The quantities mentioned in the tender are liable for change.
10. Tata Power reserves the right to accept or reject any or all bids or cancel/ withdraw the RFQ without assigning any reason whatsoever. In such an event, no claim shall be made arising out of such action.
11. Any time prior to the deadline for submission of Bid, Tata Power may for any reasons, whether at their own initiative or in response to clarifications requested by Bidders, modify the enquiry including specification by amendment. The amendment will be notified in writing to all qualified Bidders to whom the RFQ has been issued and will be binding on them. The Bidder shall acknowledge the receipt of the amendment promptly upon the receipt of the same. In order to afford Bidders time in preparing of Bid due to amendment, Tata Power may, at its discretion, extend the deadline set for submission of the Bid.
12. Tata Power will not be liable for any expenses whatsoever incurred by the Bidder for the preparation, submission and opening of bids.
13. This specification consists of two (2) volumes;
  - a. **Volume – I**  
Instruction to bidders, Deviation sheet, Special Conditions of Contract, General Conditions of Contract, ATC and Safety Bid Document
  - b. **Volume - II**  
Specifications, Data Sheets, Format Pre bid queries,

#### 14. Submission of Offer

**Two bid system:** Bidder shall submit complete bid including list of deviations if any to the Scope of Work and the terms & conditions of the RFQ if any as well as furnish all required and relevant enclosures and submit the same in **submit/upload the same in Ariba system as per the guidelines:**

- Techno-Commercial Bid (Un-priced Bid)
  - Price Bid
15. Bidders are advised to upload the documents in Ariba system & submit the Bid Security well in time before bid submission date and time. Offers received after the due date and time of submission of bids may not be accepted and are liable for rejection. Owner shall in no way be responsible for late receipt of bids
16. Kindly, note that the Technical Bid shall contain unpriced copy of "**Price Schedule**" along with all the documents of **Volume I and Volume II** duly signed and stamped. Kindly note that offers submitted with price details in technical bid are liable for rejection.
17. The bidder shall sign, its proposal with the exact names of the entity to which the contract is to be awarded. Each page of the bid shall be duly signed and sealed by an authorized officer of the bidder's organization.
18. The Bid Price shall remain valid for a period of 180 (one hundred & eighty) days, reckoned from the date of opening of the bids including final / revised bids if any submitted by Bidder. The Contract Price (bid price of successful Bidder) and currency shall remain FIXED during the tenancy of the Contract. Important Dates:

Last Date of receipt of pre-Bid queries	29 <sup>th</sup> July 2024
Date of Site Visit/Pre-bid meeting	Tentative 31 <sup>st</sup> July 2024
Bid Submission Due date	As specified in Ariba event

19. Offers shall not be accepted after the due date.
20. The bids will be evaluated by TPCL based on the information asked in this tender and those submitted by the bidder. TPCL may at its discretion ask the bidder for a clarification of its bid for evaluation and comparison of bids. The request for clarification and response should be in writing and no change in the price or substance of the bid shall be permitted unless asked for by TPCL in writing.
21. Bid Validity:
- a. Owner may request for extension of Bid Validity at its convenience till the award of contract to the successful Bidder. In case Bidder do not accept Owner's request of extension to Bid Validity in line with the above requirement before the expiry date, the Bid shall thereon be treated as invalid and not evaluated further.

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- b. Subsequent to post-bid discussions/clarifications and in response to Owner's request for any revised Price Bid/s thereon, any revised Price Bid submitted by the Bidder shall thereon have the same Bid Validity of 180 (one hundred & eighty) days, reckoned from the date of opening of the revised bids failing which the Bid shall be rejected.
22. The bid package document shall remain the property of the Company.
23. Tata Power reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on ARIBA portal, Tata Power's official e-tendering platform. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case Tata Power decides to go for RA. Only those bidders who are techno-commercially qualified shall be eligible to participate further in RA process. However, the original H1 bidder (whose price bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.
24. Bid evaluation: The bid shall be evaluated on landed cost of the package.

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**TATA POWER COMPANY LIMITED****SUPPLY OF CUPLOCK SCAFFOLDING AT MPL****AGREED TERMS & CONDITIONS (ATC)**

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

RFQ Ref. No. \_\_\_\_\_

Enquiry Description: \_\_\_\_\_

Bidder's Offer Ref. \_\_\_\_\_

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

<b>S. No.</b>	<b>Description</b>	<b>BIDDER'S RESPONSE</b>
<b>A</b>	<b><u>TECHNICAL BID:</u></b>	
1	Acceptance of Technical Specifications-Annexure 1 and 2 including General/Technical notes and scope of supply/work as per Tender Specification (Volume II of RFQ) <b>In case of deviation, confirm that the same has been furnished separately as per the format prescribed in the RFQ</b>	
2	Confirm Data Sheets duly filled in have been submitted, wherever required as requested in Technical specification	
3	Confirm that the <b>Unpriced</b> Schedule of Prices is included in the Technical Bid stating "Quoted" instead of the actual price. For item/s where prices are not quoted, confirm that the same is duly filled in as "Not Quoted"/"Not Applicable" as the case may be.	
<b>B</b>	<b><u>TECHNICAL BID (COMMERCIAL):</u></b>	
1	<b>Bid Validity</b> The Bid Price shall remain valid for a period of 180 (one hundred & eighty) days, reckoned from the date of opening of the bids including final / revised bids if any submitted by Bidder. The Contract Price (bid price of successful Bidder) and currency shall remain FIXED during the tenancy of the Contract.	
2	<b>Firm price:</b> Confirm that quoted Unit Rates & currencies shall remain firm and fixed till the complete execution of the Contract as per provisions under Special Conditions of Contract Clause No. 1.0	
3	<b>Delivery Terms</b> Confirm that delivery terms for all supplies shall be DAP Site	
4	<b>Packing &amp; Forwarding</b> Confirm that Packing & Forwarding charges including Special Packaging Requirement applicable are included in Contract Price	

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## TATA POWER COMPANY LIMITED

## SUPPLY OF CUPLOCK SCAFFOLDING AT MPL

S. No.	Description	BIDDER'S RESPONSE
5	<b>Freight Charges</b> Confirm freight charges up to the work site/stores as per requirement have been indicated in the bid and included in the Contract Price. Indicate taxes on Freight separately.	
6	<b>Taxes and Duties:</b> Confirm that Bidder agrees as per clause 3 of SCC	
7	<b>Liquidated Damages for Delay and Shortfall in Performance:</b> Confirm that Bidder agrees to the Liquidated Damages as specified in the clause 6 of Special Conditions of Contract and Clause 10 of Supply GCC and Clause 11 of Service GCC	
8	<b>Completion Schedule:</b> Confirm that the Completion Schedule is as per Special Conditions of Contract Clause 5 and Tender Specifications.	
9	<b>Payment Terms Acceptance:</b> Confirm acceptance to the Payment terms proposed in the Special Conditions of Contract Clause 4	
10	<b>Warranty Period</b> Confirm Warranty for Package is as per Special Conditions of Contract Clause 8	
11	<b>Contract Performance Bank Guarantee:</b> Confirm CPBG for Package is as per Special Conditions of Contract Clause 7	
12	<b>Testing and Inspection charges:</b> Confirm the quoted Contract Price is Inclusive of all testing and inspection charges as per Tender specification	
13	<b>Insurance:</b> Confirm that all insurances (including transit/marine insurance, Erection All Risk Policy, Workmen Compensation, Third party / CGL insurance etc) till the Take-over as specified in the Special and General Conditions of Contract are included in the Scope of Work and quoted Contract Price.	
14	<b>Safety Terms and Conditions:</b> Confirm that Bidder has read and understood the requirements of the Safety Terms and Conditions annexed to the RFQ Confirm that Bidder agrees to comply the same.	
15	<b>Tata Code of Conduct:</b> Confirm that Bidder has read and understood the Tata Code of Conduct Confirm that Bidder agrees to comply to the same and shall bring to the notice of the Chief Ethics Counsellor any violation or potential violation to the same.	
16	<b>Environment &amp; Sustainability Policy:</b> Confirm that Bidder has read and understood the Tata Power's Environment & Sustainability Policy Confirm that Bidder agrees to comply the same.	

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

Company Seal: \_\_\_\_\_

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

Place: \_\_\_\_\_

Name: \_\_\_\_\_

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

Designation: \_\_\_\_\_

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**SPECIAL CONDITIONS OF CONTRACT**

Sr. No.	PRINCIPLES OF TERMS & CONDITIONS
	<p>The following <b>Special Conditions of Contract (SCC)</b> 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>Where Contractor is used, Bidder to note that the Contractor means the successful Bidder whose Bid is accepted by Owner.</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>
1.	<p><b>CONTRACT PRICE AND CONTRACT STRUCTURE:</b> This is a fixed price contract. The Contract Price shall be on Delivered at Place (DAP) Site basis inclusive of shipment worthy packing &amp; forwarding, freight and transit insurance, handlings, all taxes, levies and duties, etc. for Cup lock Scaffolding. (Break-up of Contract Price to be provided in attached Price Schedule format provided in Ariba Price Bid Section).</p> <p>The prices shall be quoted in Indian Rupee only. Since the Contract is in INR, any impact of foreign exchange rate variation shall be to the account of the Contractor and no claims whatsoever shall be allowed in the Contract price on account of exchange rate variations.</p>
2.	<p><b>CONTRACT PRICE VALIDITY:</b> The Bid Price shall remain valid for a period of 180 (one hundred &amp; eighty) days, reckoned from the date of opening of the bids including final / revised bids if any submitted by Bidder. The Contract Price (bid price of successful Bidder) and currency shall remain FIXED during the tenancy of the Contract.</p>
3.	<p><b>Taxes &amp; Duties:</b> 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 Contract Price e.g. import duties, GST, VAT (still applicable on certain categories), BOCW Cess, entry/local municipal taxes if any etc. shall all be included by Contractor in the Contract Price.</p> <p>Contractor shall take taxes, duties, levies and cess at the full tax rate as applicable and to note that there shall be no concessional duties of any kind to be considered for this Package. Owner shall not be responsible to provide any certificates/clearances for clearing/sale of goods at any concessional duties of whatsoever nature.</p>
4.	<p><b>Payment Terms:</b> 100% payment shall be made for delivered quantities on receipt and acceptance of the material at the Consignee Stores/ Site/ Location as per the Contractual terms and conditions herein.</p> <p>All payments shall be made with 60 days credit from the date of receipt material / date of receipt of commercially clear and error-free invoices duly certified by Order Manager whichever is later. All payments due to the Contractor shall be made after deduction of LDs / TDS etc. as applicable.</p>
5.	<p><b>Work/Delivery Completion Period:</b> The Effective Date of Contract which shall be the date of issue of Letter of Award (LOA) or PO whichever is earlier.</p> <p>Supplies for Cup lock Scaffolding shall be completed within 8 months from ED.</p>

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<b>6.</b>	<p><b>LIQUIDATED DAMAGES (LD) FOR DELAYS:</b> For delays in overall delivery completion beyond the Guaranteed Completion Dates as stipulated in Clause above, the Contractor shall pay the Owner by way of pre-determined Liquidated Damages for Delay at the rate of 1% of the Contract Price for every week or part thereof delay in achieving the Guaranteed Completion Dates subject to a maximum of 10 % of the Contract Price.</p>
<b>7</b>	<p><b>Performance Bank Guarantee (PBG):</b> The Contractor shall provide with supply of material an unconditional and irrevocable Bank Guarantee towards performance &amp; security from any nationalized bank or scheduled bank having a branch in Mumbai for a sum equivalent to 10% of the Contract Price as per the format valid till the end of Warranty Period and having a claim period of 6 months beyond the expiry date of Warranty Period. An amount equivalent to PBG shall be retained from Contractor's bills payable till PBG is submitted by Contractor.</p>
<b>8</b>	<p><b>WARRANTY PERIOD:</b> Warranty shall be 36 months from the date of supply or 24 months from the date of commissioning, whichever concludes earlier for any defects in design, manufacturing, quality, materials or workmanship.</p>
<b>9</b>	<p><b>Insurances:</b> Contractor shall take all necessary insurances of adequate sums to cover all its manpower / material / resources as applicable</p>
<b>10</b>	<p><b>Compliance to Safety T&amp;Cs:</b> Contractor shall comply with all Safety Terms and Conditions annexed to the GCC at all times inside the Site / Owner's premises.</p> <p>TPSDI Training: To improve work safety and to ensure that all work force deployed at owner premises have the right orientation/ induction and skills training before they undertake any work, the contractor shall abide by Tata Power Contractor Safety Code of Conduct including the Safety Terms and conditions and ensure TPSDI training as applicable for services/ works executed at the project Site are imparted to the workforce. These TPSDI trainings shall be imparted at various Tata Power Skill Development Institutes including the one in Maithon at nominal rates. The current cost and duration of each training are as given in Annexure-I</p>
<b>11</b>	<p><b>CLARIFICATION TO GCC CLAUSE NO. 3.24 &amp; 3.29:</b> Contractor to note that this Package is not covered under any Deemed Export or any other Foreign Trade Policy benefits or any concessional taxes &amp; duties. Contractor shall consider taxes, duties, levies and cess at the full applicable rate only and Owner shall not be responsible for providing any documentation for any concessions whatsoever.</p>



**FORMAT F.4**

Format of BID BG / EMD

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

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

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

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

- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid

document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.

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

Notwithstanding anything contained herein above:

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

**Address of MPL in EMD BG**

The Tata Power Company Limited,  
At MPL Site Office, Village Dambhui,  
P.O. Barbandia, P.S. Nirsa,  
District Dhanbad,  
Jharkhand-828 205, India

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

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

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

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

### 1. Price:

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

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

### 2. Taxes and Duties:

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

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

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

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

### **3 Packing details:**

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

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

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

### **5 Insurance:**

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

### **6 Payment Terms:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11 Warranties:**

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

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

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

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

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

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

- 12.2 Wherever a specific Quality Assurance Plan is provided with the Request for Quotation (RFQ) or agreed as part of the commercial/ technical discussions, the same shall be binding on the Vendor.
- 12.3 The material shall be inspected
- a. At consignee end by Purchaser.
  - b. At factory premise of the Vendor/ sub-vendor by Purchaser or third party duly nominated by Purchaser. The Vendor shall extend all necessary co-operation to Purchaser/ third party inspector carrying out the inspection. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 12.4 The Vendor will inform Purchaser at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/ its sub-Suppliers works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 12.5 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy Purchaser that the Material(s) and the parts and components comply with the requirements of the Contract.
- 12.6 *All costs associated with the inspection shall be included in cost of Material(s).*
- 12.7 Original material test certificate/ performance test certificate/ fitment certificate/ test reports etc. relevant/ applicable as per the specifications/ standards shall be dispatched along with the material supply failing which the material may be rejected.
- 13 Rejection:**
- 13.1 Rejected goods shall be removed and replaced within 14 days of the date of communication of rejection.
- 13.2 Claim in respect of breakage/shortages in any cases shall be referred on the Vendor within ninety (90) days from the date of receipt of Goods by the Purchaser which shall be replaced/made good by the Vendor at his own cost. All risk of loss or damage to the material shall be upon the Vendor till it is delivered to the purchaser/consignee.
- 14 General Indemnity:**
- The Vendor shall indemnify and keep the Purchaser indemnified from and against any and all claims, costs, liabilities (financial), litigations, compensations, judgments, expenses or damages (including attorney's fees and other related expenses) arising out of any breach or alleged breach of any of the conditions of this Contract, performance of the obligations hereunder, or any representation or misrepresentation made by the Vendor or any third party with regard to the subject of this Contract.
- 15 Indemnity against IPR:**
- The equipment, system, drawings, and other materials that shall be supplied against the order will become the Purchaser's property. Without limitation of any liability of whatsoever nature, the Purchaser shall be indemnified and kept indemnified against any claim for infringement or breach of any of the statues, rules & regulations by the use of or sale of any article or material supplied by the Vendor. The indemnity shall include any infringement of patent, trade mark, design, copyright or other property rights whether in Country of Origin, or elsewhere resulting from the Vendor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by the Vendor to the Purchaser under the Purchase Order. The Indemnity shall cover any claim/action taken by a third party either directly against the Purchaser or any claim/action made against the Vendor & where under the Purchaser is made liable. The

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

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

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

#### **17 Force Majeure:**

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

#### **18 Variation:**

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

#### **19 Termination**

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

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



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

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

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

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

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

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

## **21 Dispute Resolution:**

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

## **22 Governing laws**

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

## **23 Jurisdiction**

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

## **24 Limitation of Liability**

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

## **25 Confidentiality:**

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

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

## **26 Consequential Damages:**

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

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

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

## **28 Relation between parties:**

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

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

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

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

## **30 Tata Code of Conduct**

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

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

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

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

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

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

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

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

### **32 Vendor rating**

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

### **33 Vendor Feedback:**

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

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

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

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

### **35 Repeat Order:**

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

### **36 Severability**

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

# **ESG FRAMEWORK FOR BUSINESS ASSOCIATES**

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

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

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

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

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

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

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

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

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

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

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

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

The BA is expected to:

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

#### **Waste Disposal:**

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

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

#### **Water Management:**

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

**Compliance to Law:**

The BA shall adhere to responsible business practices and comply with the provision of all the Statutory Acts Applicable. Special attention of the BA is drawn towards the compliance of provision of the following 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
<b>Organization</b>			
1	Does your Company have Sustainability Policy at Organization Level? If Yes, Please attach		
2	Do you have sustainable procurement policy in place for your own suppliers? If Yes, Please attach		
3	Does your company do regular assessment of its suppliers on ESG parameters?		
4	Are there ESG risks, or negative impacts identified in your supply chain		
<b>Governance</b>			
1	Is diversity taken into consideration when appointing board members/ senior management? Do you have an independent director/s?		
2	Has your company taken initiatives to ensure ethical practices at workplace? Please share the details, Policies etc.		
3	Does your company have a formal process to address data security or privacy issues? Please share the details, Policies etc.		
4	Does your company have grievance mechanism for stakeholder issues and track resolution?		
<b>Environment/ Planet</b>			
1	Does your company have Environmental Policy? If Yes, Please attach		
2	Do you have a formal process for waste management including solid wastes, liquid wastes and hazardous waste?		
3	Does your company track greenhouse gas emission? Also, what percentage of own consumption comes from the renewable energy?		
4	Does your company have a formal process for water management including monitoring of water consumption and withdrawals, and if applicable, pretreatment of wastewater?		
<b>Green Technology/ Innovation</b>			
1	Are your facility/ Product/ Services provided by you is based on green design, green production, green packaging or green logistics considerations? Please elaborate.		
2	Do your products or services have any environmental or social features or benefits (e.g. environmental/energy certification, ecolabels, fair trade certification, etc.)?		
<b>Social/ People</b>			
1	Does you facility/ Company have written personnel policies in place Are you an equal opportunity employer?		
2	Please describe any formal programme / campaign in place to promote company involvement with the community (volunteering, etc.). What is the percentage of profit spend on community activities?		
3	Does your company have a written Health & Safety Policy or Program? If Yes, Please attach		
<b>Certifications: Does your company have following certifications (valid till date-please mention validity)</b>			
1	ISO9001 accreditation		
2	SA8000 or equivalent		
3	ISO 14001 certification		
4	ISO 18001/45001 or equivalent		
5	ISO/IEC 27001 or equivalent		
6	Any Other (Please specify)		

Signature

Business Associate Name

## **ANNEXURE-II**

## CORPORATE SUSTAINABILITY POLICY

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

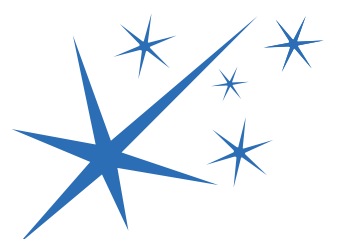
- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the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

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



(Praveer Sinha)  
CEO & Managing Director

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



## **Supplier Code of Conduct**

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

### **Do’s**

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

### **Don’ts**

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

### **Reporting Violations**

The Supplier shall notify the Company regarding any known or suspected improper behaviour of other suppliers or employees relating to its dealings with Tata Power, by email to: [cecounsellor@tatapower.com](mailto:cecounsellor@tatapower.com).

The same can also be raised through our 3<sup>rd</sup> party ethics helpline facility:

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