

**WORK ORDER**

VENDOR DETAILS	ORDER DETAILS
Vendor Code :	Work Order Ref :
Attn :	Date :
Tel :	Currency :
E-mail :	Company Representative :
Vendor GST No.:	Email : MURALIKS@TATAPOWER.COM
Vendor PAN No.	Our Reference No :
	Contractor's Quote reference :
	OLA Reference No :-
	Company GST No.:

The Work Order constitutes Company's offer to Contractor upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Contractor's acknowledgement or performance. The Work Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Contractor are objected to and hereby rejected, including without limitation, Contractors quotation or acknowledgement forms. Any reference in the Work Order to Contractors quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Contractor signs and returns the Work Order copy within (3) days of receipt. No other forms of acceptance will be accepted. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Work Order.

**TOTAL ORDER VALUE (Exclusive of all taxes, levies and duties) : INR 2,88,32,479.00.**

**In words: ( Rupees Two crore eighty eight lakh thirty two thousand four hundred seventy nine only ).**

Authorized Signatory :		<b>CONTRACTOR'S ACCEPTANCE</b>	
		Signature: _____	
		Name: _____	
		Designation : _____	
Approver Name:		Approver Designation:	
This Purchase Order/Contract will be executed / suspended and,managed till Contract completion/commissioning of the work by order Manager ( details below ):			
Order Manager: This order shall be managed by Mr.Bhupender Singh P <(>			

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**PRICE SCHEDULE**

Item No.	HSN/SAC Code	Service Description	Qty	UOM	Unit Price	Amount
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This item includes the following services:

S.No	HSN/SAC Code	Service Code	Service Description	Qty	UOM	Unit Price	Amount
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**Total Order Value (Exclusive of all taxes, levies and duties)**

**Total Order Value : Rupees Two crore eighty eight lakh thirty two thousand four hundred seventy nine only (Exclusive of all taxes, levies and duties).**

**COMMERCIAL CONDITIONS**

**1. Scope :**

**2. Price Basis :**

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**3. Completion Schedule/Service to be performed at :**

**4. Payment Terms :**

95%in45daysofinvoice/5%in45daysagainst sub of PBG

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## 5. Taxes and Duties :

Unless otherwise specified herein, contractor agrees that the price said herein includes all taxes, fees, related transaction charges, duties and levies excluding GST which shall be paid extra @18% as per the prevailing rates.

GST Compliance:

- (i) GST invoice should be strictly as per GST Act
- (ii) Declare such invoice in his GSTR-1 Return for the month of providing supplies.
- (iii) Payment of GST to statutory authorities within prescribed time. In case GST credit is delayed/denied to Buyer due to non/or delayed receipt of invoice or expiry of prescribed timeline in GST Law for availing such credit or for erroneous invoice or for any other reason not attributable to Buyer, GST amount shall be recovered from the Supplier along with interest/penalty leviable on Buyer. In case, Contractor delays declaring such invoice in his return and GST credit availed by Buyer is denied or reversed subsequently or refund not allowed as per GST Law, GST amount paid by Buyer towards such credit reversal shall be recovered from Supplier along with interest/penalty levied/leviable on Buyer"

The Contract Price is inclusive of all applicable taxes & duties except Goods & Service Tax. Other charges like Royalty, Insurance, transportation charges and transit insurance etc. are also included in the Contract Price.

The TPSSL shall deduct TDS (Tax Deduction at Source) like, Income Tax, WCT and other statutory deductions as applicable in the State from the total certified Running Account Bill, from time to time.

Any other Taxes/ Duties (over and above the Taxes & Duties referred herein above) leviable as on date of Contract, whether considered or not in Contractor's final offer, would be to the account of the Contractor.

In the event of delay, any new tax imposed or variation in applicable taxes & duties in the extended period of the contract shall be to the account of the TPSSL, provided delay is not due to the reasons attributable to the Contractor.

The applicable taxes shall be paid extra as per Govt. guidelines

## 6. Anti Profiteering Clause:

Notwithstanding anything contained in the Contract, in the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, or any change in the interpretation by the Supreme Court of India of any said Act or law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the bid date to the completion of work including defect liability period , if any, which results in any decrease in the cost of the works through reduced liability of taxes & duties, increase in the input tax credits, the Supplier shall pass on the benefits of such reduced cost, taxes or duties to Tata Power Solar Systems to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above as per Anti-profiteering Rules, 2017, hereby,

"Tax" or "tax" shall include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of

## 7. Compliance of Local Laws:

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The Contractor shall be fully responsible for the due compliance by him and his sub-contractors with all statutory requirements and with all applicable labour laws including Contract Labour Abolition and Regulation Act, Workmen's Compensation Act, P.F./E.S.I., Labour welfare fund, Act, etc. as may be applicable to the Contractor, the sub-contractors and their employees. The locations where Allied Manpower Management System (On-line system) has been implemented, the Contractor shall ensure necessary declarations and documents are provided in the system, as per the role of the Contractor envisaged in the system.

The Contractor should get in touch with the local HR/IR/ES&A teams for completion of Statutory compliances before start of the work. The contractor should also ensure that he provides correct and complete PF compliance data for a wage month in the format provided by the HR/IR/ES&A teams on or before 15<sup>th</sup> of the subsequent month, failing which penalty of 1% of the value of the Invoice, per day of delay would be deducted from the Invoice raised. Further, the management will also have a right to suspend the work in case of delay in submitting the PF data.

All other compliances required by HR/IR/ES&A teams should also be provided as per timelines.

The Contractor shall fully indemnify and save harmless the Owner from and against all claims, demands, expenses, losses, liabilities, charges, actions, suits and proceedings whatsoever including claims under aforesaid Acts and laws which may be brought or made against the Owner, its Officers or servants by reason or in consequence of any matter or thing done or omitted or delaying the submission of data by the Contractor and/ or its sub-contractors and all costs, charges and expenses which may become payable by the Owner in respect thereof.

## 8. Performance Parameters & Deductions due to non compliance :

## 9. Order Manager :

This order shall be managed by This order shall be managed by Mr.Bhupender Singh P <(> <<)>bhupinder.singh@tatapower.com> Authorized representative is the in-Charge. All future correspondence related to this order shall be addressed to the Engineer-in-Charge. You are requested to contact him for further queries related to **Kindly Deliver To/Bill To Address :**

## 10. Contract Performance Bank Guarantee :

5% of contract amount which is against DLP period for 6 months shall be invoiced after the completion of DLP period or against submission if valid PBG. This payment shall be made within 45 days of acceptance of bills.

## 11. Order of Precedence :

In the event of conflict between the provision of this order along with its attachments and annexure, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

1. Work Order (with 'Commercial Conditions')
2. Special Terms and conditions
3. General Terms and conditions
4. Technical Specification

## 12. Modifications to the General Conditions of Contract :

### 1. Defect Liability Period:

1.1. The Contractor shall strictly follow the Technical Specifications, good engineering and construction practices for carrying out the Work under scope.

1.2. The Contractor shall warrant that the construction material and workmanship shall be free from defects for a period of Twelve (12) calendar months commencing immediately from the date of issuance of certificate of work completion or FQCC.

1.3. It shall be replaced / repaired free of cost in the event of failure during the Guarantee/Warranty and Defect Liability Period. In the event of the Contractor failing to rectify the defect within the time specified by the TPSSL, TPSSL may proceed to make good / rectify such defects at the risk and cost of the Contractor, without prejudice to any other right and recover the same from the bank guarantee / other dues.

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## 2. SITE FACILITIES / CONDITIONS

2.1. Only open space shall be provided to the Contractor at site. Contractor has to make necessary arrangements for the construction of their temporary site office, stores and other infrastructure facilities at their own cost at site. Labour colonies and staff accommodation etc shall be arranged by Contractor at their cost outside the premises of the Site. For unskilled and semi-skilled work, the Contractor shall maximize the local employment.

2.2. All the tools, tackles, consumables, machinery, manpower required for the job shall be arranged by the Contractor.

2.3. Construction Water and Power shall in the scope of Contractor and Contractor shall be responsible for the transportation & distribution of Construction Water and Power to their respective areas.

2.4. Contractor shall follow General Terms and Conditions of the Contract attached as Annexure.

3. Accommodation, Boarding, to & fro, Local Conveyance, Transportation and any other incidental allowances for the Contractor during the contract period shall be arranged by the Contractor at his own cost & expense.

4. Safety Procedure: The Contractor should strictly follow the safety rules as per the TPS Safety norms. Refer the attached annexure-CHSEMS (Contractor Health Safety Environment System)

### 5. HSE & Sustainability:

The Owner is committed for a cleaner environment through its HSE policy and respect of Human rights. The Contractor 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. All the heavy equipment's, tools and tackles shall be safety compliant with valid fitness and/or test certificates which shall be verified by the Owner prior to start of work by the contractor.

The Contractor is required to abide by the Tata Power Solar Health, Safety & Environment policy. A copy of the same is available at website:

<http://www.tatapowersolar.com/download/Health,%20Safety%20&%20Environment%20Policy.pdf>

### 6. Acceptance of the Contract by Contractor; Rights and Duties.

The service contract is hereby accepted on the terms set forth herein. Terms in any form which are in addition to or not identical with these Terms will not become a part of any Contract unless TPSSL specifically and expressly agrees in writing that such other terms are accepted. By performing under this Contract or any part hereof, Contractor agrees to and accepts all the provisions of the Contract and agrees to fully perform. The rights and duties of the Parties shall be subject to and governed by these Terms

### 7. Assurance

If at any time TPSSL in good faith determines that it questions Contractor's ability or intent to perform, then Contractor agrees to provide with written assurance fully satisfactory in TPSSL's sole discretion, of Contractor's ability and intent to fully perform. Such assurance shall be provided within the time and in the manner specified by TPSSL. Contractor shall immediately notify of any circumstance which may cause Contractor to fail to fully perform. Upon TPSSL's good faith determination that Contractor cannot or will not perform, then may deem this Contract to be breached by Contractor and may re-procure from other sources.

### 8. Assignment

Contractor shall neither assign any right nor delegate any duty without the prior written consent of TPSSL.

Notwithstanding any notice of assignment, TPSSL's tender of payment to the Contractor named herein or to any person reasonably believed by TPSSL to be entitled to payment shall fully satisfy TPSSL's obligation to pay, and in no event shall TPSSL be obligated to pay additional sums or be liable for any damages due to failure to pay the correct party.

### 9. Standard of Performance

Contractor warrants that all services hereunder shall be performed by personnel experienced and highly skilled in their profession and in accordance with the highest applicable standards of professionalism for comparable or similar services. Contractor shall be responsible for the professional quality, timeliness, coordination and completeness of the services.

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Contractor personnel assigned to perform the services shall be as proposed by Contractor and approved by TPSSL. No such personnel of Contractor shall be reassigned without the approval of TPSSL. Contractor shall use only personnel required for the performance of the services who are qualified by education, training and experience to perform the tasks assigned to them. Contractor agrees to replace any of its employees whose work is considered by TPSSL to be unsatisfactory or contrary to the requirements of the services to be performed hereunder. TPSSL shall not supervise nor control the details of Contractor's services, but rather shall be interested only in the results of Contractor's services.

#### 10. Non-Circumvention:

Contractor irrevocably agrees and undertakes that during or after the termination/expiry of this Agreement, the Contractor under any circumstances shall not make any effort or take any action to circumvent the terms of this Agreement in an attempt to gain the benefits from the confidential Information in terms of this Agreement including but not limited to contacting directly with the Client or any potential client including their affiliates or group companies introduced by TPSSL to him, except with prior written consent of TPSSL. Contractor understands and agrees that certain information disclosed by TPSSL to the Contractor including information about its business strategy, purpose, scope of work and name of third party (the "TPS Information") is sensitive and shall be deemed to be confidential and if in furtherance of such TPS Information, Contractor directly approaches the Clients of TPS or enters into a direct commercial relationship with such clients, it shall materially affect the ability of TPS to do business with such of its clients upon the current terms. Therefore, during or after the expiry/termination of this Agreement, Contractor shall not to work or enter into any sorts of arrangement, agreement etc. directly or indirectly with any client introduced or solicited by TPS to Vendor.

11. All Other terms and Conditions shall remain Unaltered and applicable as per TPSSL Standard GCC, Specified SCC, CHSEMS & Quality Policy which are an Integral part of this Contract.

#### 12. Liquidated Damage:

i. Works/ Facilities shall be deemed to have been completed only when all the activities are completed in all respect as per Specifications and Scope of Work. If certain activities are not completed within the scheduled time period, the Works/ Facilities will be considered as delayed until such time the balance activities are also completed as per Specifications and Scope of Works/ Facilities. In the event of delay in scheduled completion period, due to the reasons attributable to the Contractor, Contractor shall be liable to pay Liquidated Damages at the rate of 1% of the Contract value of the work which is delayed for each completed week of delay or part thereof subject to maximum of 5% of the Contract value, which is delayed shall be deducted from your bill. The Contractor shall undertake to pay LD at the rates stipulated above and the TPSSL shall not be required to prove actual loss or damage. The GST on LD amount as shall be applicable be deducted.

ii. LD payable by the Contractor shall be deducted by the TPSSL from outstanding payments due to the Contractor.

iii. The above will, however, not absolve the Contractor from completing the balance works and will also not in any way prejudice the other rights of the TPSSL to get the Work completed through other agency at the Contractor's risk and cost.

iv. Any correspondence or minutes of the meetings and/or acceptance of delayed Works/ Facilities shall not be construed as waiving of LD.

#### 13. Disclaimer of Liability

In no event shall Tata Power Solar Systems Ltd. (hereinafter referred to as "TPSSL" in this Clause) or any of its affiliates, successors, officers, employees or permitted assigns, in their individual or corporate capacities, be liable for any claims, actions, damages, suits, demands or liabilities arising out of or in any way connected to any death, accident, injury, illness, harm, loss or property damage resulting from the acts, omissions, or conduct of any of its Channel Partners, Independent Contractors or Service Providers. The [other party] agrees to release, waive, and fully and forever discharge TPSSL from all such liability, and covenants not to initiate any legal action, suit or claim against TPSSL. All references to TPSSL in this Clause shall include its affiliates, successors, officers, employees and permitted assigns.

#### 13. Assignment by TPSSL:

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**14. Disclaimer of Liability:**

**15. Annexure**

S.No	HSN/SAC Code	Service Code	Short Description	Long Description	Qty	UOM	Delivery Date