

The Tata Power Solar Systems limited is here under referred to as the "Purchaser" or "Company". The person, firm or company offering the services, the subject of this order is referred to as "Contractor". The subject of this order is herein after referred to as the "Work".

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

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

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

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

1. Contractor's obligation:

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

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

- 1.6 Contractor shall take full responsibility for the protection and security of Owner's materials and equipment while such materials and equipment are temporarily stored in Contractor's facility or otherwise in Contractor's custody.

- 1.7 All notices, instructions, information, and other communications given by the Contractor to Purchaser under the Contract shall be given to the Order Manager/ Owner's representative, except as otherwise provided for in this Contract.

- 1.8 The Contractor shall make its own arrangements for movement of personnel and equipment, within and outside the sites / units / offices at the various locations covered by the Contract.

- 1.9 The Contractor shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government and other statutory authorities and/or public service undertakings that are necessary for the performance of the Contract.

- 1.10 Neither the Contractor nor its personnel shall during the term of this Contract, engage in any business or professional activities in India/abroad which would conflict with the activities assigned to them under this Contract.

2. Service Warranties:

Contractor warrants that all services performed for or on behalf of Purchaser will be performed in a competent, workman like manner and shall be free from faults and defects. Said warranties shall be in addition to any warranties of additional scope given by Contractor to Owner. None of said warranties and no other implied or express warranties shall be deemed is claimed or excluded unless evidenced by a change notice or revision issued and signed by Owner's authorized

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3. Compliance of Local Laws:

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

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

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

4 Owner's Obligation:

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

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

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

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

5.2 The Contractor hereby represents and warrants that:

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

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

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

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

6 Title of Property:

6.1 Unless otherwise provided in this order or agreed to in writing, property of every description including but not limited to all tooling, tools, equipment and material furnished or made available to Contractor, title to which is in Owner, and any replacement thereof shall be and remain the property of Owner. Such property other than material shall not be modified without the written consent of Owner. Such property shall be plainly marked or otherwise adequately identified by Contractor as being owned by Purchaser and shall be safely stored separately and apart from Contractor's property.

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

7 Work Completion schedule:

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

8 Contract Price and Payment:

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

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

8.3 Payment shall be released as mentioned in Purchase Order after submission of error free invoice with supporting documents duly certified by the Order Manager/ Engineer-in-Charge after deducting taxes at source as prescribed under the applicable law, income – tax or other deductions under the state value added tax laws . If such payment release day falls on a holiday of Owner, payment will be released on the next working day. Against deduction of statutory taxes, tax deduction certificates where ever applicable shall be issued as per the applicable provisions of the statute. The Order Manager may recover any amount wrongly paid in excess in any previous bills certified by him.

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

8.5 For payment related queries, please contact

9 Taxes and Duties:

9.1 The Contract Price shall be inclusive of all applicable taxes, imposed by State/Central/Local governments.

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

9.3 GST invoices should contain the following details:

- iii) Name, address and the GST registration number and Vendor Code assigned by Purchaser.
- iv) Name and address of the person receiving taxable service (Company).
- v) Description, classification and the value of taxable service provided.

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

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

9.6 Any statutory variation in taxes if applicable and specified in this Contract till the scheduled date for completion of Work and limited to direct invoices of the Contractor shall be to the account of 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 completion of work to claim the difference.

9.7 The Contractor shall pass on to the Purchaser all the benefits of reduction in tax rates, exemptions, concessions, rebate, set off, credits etc. pertaining to all taxes, duties, imposts, fees and levies in respect of the performance or arising out of performance of all or any of the obligations of the Contractor under the Work or on any materials or other supplies or services bought out or received by the Contractor for use in or in relation to the Work. This would specifically include reduction of tax rates as a result of statutory changes or judicial rulings.

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 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 Indirect Tax or direct taxes and whether or not imposed by the Central government, state government, local or municipal authority or any other statutory body

1.1 For facilitating availment of a credit, set-off, rebate, draw back 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,

1.2 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 Purchaser 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.

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

1.4 Deduction at source: Recovery at source towards income tax calculated at the rate prescribed from time to time under the Income Tax Act 1961 and other relevant sections of Income Tax Act shall be made from the bills of the Contractor and the amount so recovered shall be deposited with the Income Tax Department. Necessary TDS certificate to this effect will be issued to the Contractor in the prescribed pro-forma.

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

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 Purchaser 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 Purchaser, GST amount shall be recovered from the Supplier along with interest/penalty leviable on Purchaser. In case, Vendor delays declaring such invoice in his return and GST credit availed by Purchaser is denied or reversed subsequently or refund not allowed as per GST Law, GST amount paid by Purchaser towards such credit reversal shall be recovered from Supplier along with interest/penalty levied/leviable on Purchaser

10 Contract Performance Guarantees (If applicable)

The Contractor shall within 15 days of issuance of this Order/Contract furnish an unconditional irrevocable bank guarantee duly stamped, strictly as per the prescribed format of 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 Contract Price valid for the Contract Period and with a claim period of not less than 6 months from the completion of Contract Period. The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to Owner.

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

11 Price Reduction:

11.1 The Contractor agrees and understands that time is the essence of this contract. In case the Contractor fails to deliver the service/ Complete the work as per the agreed Completion Schedule including intermediate milestones (if applicable), the Purchaser shall recover from Contractor, as ascertained and agreed Liquidated Damages, and not by way of penalty, a sum equivalent to 1% of the Contract Value per week of delay. The Liquidated Damages referred above may be recovered by the Purchaser as set off against any amounts payable by the Purchaser to the Contractor or in any other manner in accordance with applicable laws.

11.2 The overall cap on liquidated damages shall be limited to 10% of the Contract Price.

12 Insurance:

- 1.1 The Contractor agrees to indemnify and protect Purchaser against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order/ Contract.
- 1.2 The Contractor further agrees to furnish evidence of insurance showing that Contractor has and will maintain adequate insurance coverage during the life of this Contract/ order in the opinion of Owner, including but not limited to comprehensive general liability insurance. Such evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Compliance by Contractor with insurance requirements does not in any way affect Contractor's indemnification of Purchaser under Indemnification clause.

13 Indemnification:

The Contractor shall indemnify, save harmless and defend the Purchaser 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 including compliance to statutory laws of provisioned under clause 3, performance of the obligations hereunder, or any representation or misrepresentation made by the Contractor or by any third party in respect of death or bodily injury or in respect to loss or damage to any property with regard to the subject of this Contract.

14. Indemnity against IPR:

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

15. Free Issue Material:

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

RISKS TO BE COVERED: Any loss or damage to the Owner's materials due to fire, theft, riot, burglary, strike, civil commotion, terrorist act, natural calamities etc. and any loss or damage arising out of any other causes such as other materials falling on Owner's materials.

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

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

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materials in question with any other goods and shall render true and proper account of the materials actually used and return balance remaining unused material on hand and scrap along with the final product and if it is not possible within a period of one month from the date of delivery of the final product/ completion of Service covered by this Contract. The Contractor shall also indemnify the Purchaser to compensate the difference in cost between the actual cost of the free issue material lost/damaged and the claim settled to the Purchaser by the insurance company.

16 Relation Between Parties:

The Contract shall be entered into on a principal-to-principal basis only. The Contract shall not be construed as a partnership or an association of persons. There is no agent and principal relationship between the parties. Each party shall be responsible for its own conduct. The Contractor shall ensure at all times that all the work carried out under this contract either by its own person or through any of its sub- Vendors shall be always done under its own direct supervision. The Purchaser shall have no liability towards any of the employees, labours etc. engaged by the vendor or its sub-vendor to perform the obligations of the Vendor in accordance with the terms of the Contract.

17 Safety:

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

Purchaser's Contractor Safety Management (CSM) manual shall be complied by the Contractor.

Prior to commencement of any work at site Contractor shall submit an undertaking in writing to adhere to and comply with all the provisions of Purchaser CSM manual.

18 Suspension of work:

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

Without prejudice to any other rights Purchaser may have under this Contract or at law if Contractor is in default under this Contract, Purchaser may instruct Contractor to suspend performance of the Work or any part thereof by giving 7 days notice till such default has been corrected to the satisfaction of Purchaser. Also Liquidated Damages in accordance with Clause 11 shall continue to be applicable during

such period until the default is cured. The costs incurred by the Contractor for such correction shall be to the Contractor's account, and furthermore no payment shall become due to the Contractor. Any cost incurred due to non - performance of the Contractor by the Purchaser shall be charged to the Contractor.

19 Change Management:

Purchaser shall have the right at any time to order any change in the Work in accordance with the following procedure. Contractor shall furnish to Purchaser up on request as soon as reasonably possible but no later than five (5) days following the request, a written statement specifying:

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

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

20 Governing Laws:

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

21 Jurisdiction:

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

22 Dispute settlement:

Dispute or differences arising out or relating to this Order shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Purchaser. The award of the Arbitrator shall be final, binding and conclusive

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on the parties. The venue for arbitration shall be Bangalore. 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. Parties hereto agree that during the pendency of the arbitration proceedings, they shall continue to perform their respective obligations in accordance with the Contract documents.

23 Force majeure:

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

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

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

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

24 Sub letting and Assignment:

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

25 Limitation of Liability:

Notwithstanding anything contained in the Contract, the Contractor's aggregate liability under this Contract shall be limited 100% of the Total Contract value. This shall exclude liability arising pursuant to clause 3- Compliance to Local Laws, clause 9.10, clause 14- Indemnity against IPR, clause 13- Indemnity, clause 26 – Confidentiality, liability

arising due to loss of or damage to the Free Issue Material (FIM) issued by Purchaser to Contractor for completion of the Work and liability arising due to wilful misconduct, gross negligence, third party claims and corrupt acts attributable to the Contractor.

26. Confidentiality:

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

27. Termination:

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

27.3.5 The Purchaser is entitled for maximum amount of liquidated damages under the Contract documents.

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

27.4 Purchasers 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 convenience and the date upon which such termination becomes effective. Upon receipt of such notice, the Contractor shall proceed as follows:

- 27.4.1 cease all further work, except for such work as may be necessary and instructed by the Owner/ Owner's representative for the purpose of preserving and protecting Work already in progress and protect materials, facilities and equipment on the Work Site or in transit;
- 27.4.2 stop all further sub-contracting or purchasing activity, and terminate Sub-contracts;
- 27.4.3 handover all Documents, equipment, materials and spares relating to the portion of Work already executed by the Contractor or procured from other sources up to the date of termination for which the Contractor has received payment equivalent to the value thereof; and
- 27.4.4 handover those parts of the supplies manufactured/ work executed by the Contractor up to the date of termination.

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

27.5 The Contractor shall not be released from

any of his obligations or liabilities accrued under the Contract on termination. For the avoidance of doubt, the termination of the Contract in accordance with this clause shall neither relieve the Contractor of his accrued obligations for Warranty or his accrued liability to pay (liquidated) damages for Delay nor shall entitle him to reduce the value of Performance Security.

28 Consequential Damages:

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

29 Environment/ISO 14001 Certification:

The Contractor to confirm whether their organization is ISO 14001 certified. If not, the Contractor must certify that the handling, use and disposal of their product / by-products conform to practices consistent with sound environmental management and local statutes. The Contractor shall ensure that all the wastes are disposed in environmental friendly way with strict compliance to applicable laws including adherence to MOEF guidelines with respect to disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc which shall be disposed through MOEF approved parties only. The Contractor shall also be responsible to collect and recycle all the e-waste generated at the end of the product life cycle at its own costs and risks as per the MOEF guidelines/orders.

30 Non-Exclusive Agreement:

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

31 Severability:

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

32 House Keeping & Removal of Scarp:

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

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

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

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

The Contractor shall arrange to remove the scrap on regular basis, or even on daily basis, depending upon the requirement, to keep the area around his work- place neat and tidy. In case, it is observed that the Contractor is not carrying out regular cleaning of his areas of work, or, is not returning the excess materials/ scrap, etc., to the Stores, Purchaser reserves the right to arrange the same through other sources, and back-charge the Contractor the cost of doing so, along-with overheads, by deducting the amount from Contractor's bills.

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

33 Tata Code of Conduct:

The Purchaser abides by the Tata Code of Conduct in all its dealing with stakeholders and the same shall be binding on the Purchaser and the Contractor for dealings under this Order/ Contract. A copy of the Tata Code of Conduct is available at our website:

<http://www.tatapower.com/aboutus/code-of-conduct.aspx>. The Contractor is requested to bring any concerns regarding this to the notice of our Chief Ethics Officer on the e-mail ID: ethics.helpline.solar@tatapower.com.

34 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 Contractor is required to comply with the entire 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 Contractor is required to abide by the Tata Power Corporate Environment policy, Energy Conservation and Corporate Sustainability Policy.

A copy of the Responsible Supply Chain Policy along with Environment policy, Energy Conservation policy, Sustainability policy, Health & Safety policy and Human Rights policy is available at website:

<http://www.tatapower.com/sustainability/policies.aspx>.

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

35 Vendor Rating:

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

36 Vendor Feedback:

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

CC_CUSTOMERFEEDBACK@tatapower.com

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

37 Non-Waiver:

Failure of 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 Contractor in the event of breach or the acceptance of or the payment of any Material(s) hereunder or approval of any design or Material(s) shall not release the Contractor and shall not be deemed a waiver of any right of 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.