



RFQ No.: 4100063712

OPEN TENDER NOTIFICATION

FOR

**PROCUREMENT OF ENTERPRISE DATA PRIVACY & DPDP
COMPLIANCE PLATFORM**

Tender Enquiry No.: 4100063712
Due Date for Bid Submission: 15.05.2026 [05.00 PM Hrs.]

The Tata Power Company Limited
Mumbai, Maharashtra

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1. Event Information

1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested Bidders for the following work as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Procurement of Enterprise Data Privacy & DPDP Compliance Platform	INR 15 Lakhs	2000

1.2 Availability of Tender Documents

Non-Transferable Tender documents may be downloaded by interested eligible bidders from TPC website www.tatapower.com with effect from 24.04.2026. The Tender Fee shall be submitted online through NEFT/ RTGS in favor of "The Tata Power Company Limited". Any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit TPC website www.tatapower.com regularly for any modification/clarification to the bid documents.

1.3 Calendar of Events

(a)	Date of availability of tender documents from TPC Website	From 24.04.2026 to 15.05.2026, 05:00 PM Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	30.04.2026, 11:00 Hrs
(c)	Last Date of receipt of pre-bid queries, if any	30.04.2026, 05:00 PM Hrs
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	05.05.2026, 05:00 PM Hrs
(e)	Last date and time of receipt of Bids	15.05.2026, 05:00 PM Hrs
(f)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

Note :- In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPC Mumbai office, the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

1.4 Mandatory documents required along with the Bid.

- 1.4.1 EMD of requisite value and validity.
- 1.4.2 Tender Fee in case the tender is downloaded from website.
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.



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- 1.4.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.8 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')
- 1.4.9 Compliance to the technical requirement (Attached in Scope of Work)

Please note that in absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.

1.5 Deviation from Tender

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the 'Annexure III - Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.

1.6 Right of Acceptance/Rejection

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

- 1.6.1 EMD of requisite value and validity
- 1.6.2 Tender fee of requisite value
- 1.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I
- 1.6.4 Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- 1.6.5 Filled in Schedule of Deviations as per Annexure III
- 1.6.6 Filled in Schedule of Commercial Specifications as per Annexure IV
- 1.6.7 Receipt of Bid within the due date and time.

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

1.7 Qualification Criteria

Only those Bidders fulfilling the eligibility criteria should respond to the bid. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Section Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Documents/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the eligibility criteria are liable to be rejected.

Note: Vendor must comply with the mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Tata Power Company reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

The participating bidders are required to submit unambiguous documentary evidence, in support of their meeting the above eligibility criteria. The bidder must comply with all the



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above-mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

Tata Power Company reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Tata Power Company in this regard shall be final, conclusive and binding upon the bidder. The Tata Power Company may accept or reject an offer without assigning any reason whatsoever.

All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.

Sr No	Parameter	Criteria
1	Technical Requirement	Technical capabilities of bidders shall be evaluated as per the technical evaluation criteria at 2.0. Bidder shall score of minimum total score 70% against the scoring parameters
4	Financial Requirement	Bidder shall have minimum average turnover of Rs. 100 Crs during the past 3 FY.

1.8 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, TPC reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the marketplace rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace.
- Breach of terms as published in TENDER/ NIT

1.9 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPC. This includes all bidding information submitted to TPC. All tender documents remain the property of TPC and all suppliers are required to return these documents to TPC upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.



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- The bids will be evaluated commercially on the QCBS Basis with Technical: Commercial ratio of 60:40 (with minimum technical qualification score as 70%). Detailed technical scoring annexured.
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, TPC may reject the bids.

NOTE: In case of a new bidder not registered, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, TPC reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPC shall be final and binding on the bidder in this regard.

#	Category	Evaluation Criteria	Score	Max Score
1	Company (Indian / Foreign) and Local Presence	<ul style="list-style-type: none"> Entity registered in India under the applicable laws, having registered office in India and been in continuous operation for more than 7 years from a place of business in India 	7	7
		<ul style="list-style-type: none"> Entity registered in India under the applicable laws, having registered office in India and been in continuous operation more than 5 years from a place of business in India 	5	
		<ul style="list-style-type: none"> Foreign entity having local or branch in India under the applicable laws, and has been in continuous operation for more than 7 years from a place of business in India 	6	
		<ul style="list-style-type: none"> Foreign entity having local or branch in India under the applicable laws, and has been in continuous operation for more than 5 years from a place of business in India 	3	
2	SI-OEM / OEM direct dealing	A: For SI- OEM partnership		8
		<ul style="list-style-type: none"> for more than 3 years before RFP date 	8	
		<ul style="list-style-type: none"> Above 1 year up to 3 years before RFP date 	4	
		<ul style="list-style-type: none"> Above 6 months up to 1 year before RFP date 	2	
		B: For OEM Direct bidding		
		<ul style="list-style-type: none"> Privacy Automation platform for more than 3 years before RFP date 	7	
3	SI-OEM Reseller Partnership	<ul style="list-style-type: none"> OEM direct dealing and has privacy automation platform that has been in use for more than 5 years before RFP date 	6	6
		<ul style="list-style-type: none"> OEM direct dealing and has privacy automation platform that has been in use for more than 3 years up to 5 years before RFP date 	2	

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	/ OEM direct Dealing	<ul style="list-style-type: none"> SI-OEM reseller has formal relationship (Agreement) in place for more than five years in the future from the date of issuance of Purchase Order by the Tata Power Company 	6	
		<ul style="list-style-type: none"> SI-OEM has formal relationship (Agreement) in place for more than three years up to five years in the future from the date of issuance of Purchase Order by the Tata Power Company 	2	

#	Category	Evaluation Criteria	Score	Max Score
4	Platform support	Commitment to provide platform support		
		<ul style="list-style-type: none"> OEM – Direct implementation & minimum support of 5 years in the future from the date of Go-live 	7	7
		<ul style="list-style-type: none"> OEM – Direct implementation & minimum support of 3 years in the future from the date of Go-live 	2	
		<ul style="list-style-type: none"> OEM & Bidder commit to minimum support of 5 years in the future from the date of Go-live 	7	
<ul style="list-style-type: none"> OEM & Bidder commit to minimum support of 3 years in the future from the date of Go-live 	2			
5	Net Profit Stability of SI-OEM / OEM dealing directly	Profitability as on 31.01.2026 or Net worth Criteria		5
		<ul style="list-style-type: none"> Positive in all 5 years or Net Worth has not eroded by more than 30% 	5	
		<ul style="list-style-type: none"> Positive in any 3 years out of 5 years or Net Worth has not eroded by more than 30% 	4	
		<ul style="list-style-type: none"> Positive in any 1 year out of 5 years, or Net Worth has not eroded by more than 30%. 	2	
6	Implementation Experience	Number and relevance of global implementations including India preferably for Public /Private Power Utilities or more as on 31.01.2026		20
		<ul style="list-style-type: none"> Above 5 number of privacy governance automation implementation projects completed or in process that include SL No 1,2,4,5,8,9 or all features mentioned in the scope 	20	
		<ul style="list-style-type: none"> More than 3 up to 5 numbers of privacy governance automation implementation projects completed or in process that include SL No 1,2,4,5,8,9 or all features mentioned in the scope 	15	
		<ul style="list-style-type: none"> Two implementations of privacy governance automation implementation projects completed or in process that include SL No 1,2,4,5,8,9 or all features mentioned in the scope 	10	

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7	PO in Hand / Work in Progress	Evidence of recent similar project delivery in India or abroad		12
		• Completed or in process for more than 6 months.	12	
		• Completed or in process for more than 3 months.	8	
		• PO in hand ≤ 90 days.	6	
8	NeGD-MeitY Code for Consent	OEM or SI shortlisted in 'Code for Consent: The DPDP Innovation Challenge' led by the Ministry of Electronics and Information Technology (MeitY) and the National e- Governance Division (NeGD)		8
		• Product platform has all features as mentioned under 'Scope of Work' section of this RFP	8	
		• Product platform has at a minimum feature mentioned in Sr. No. 1, 2, 4, 5, 8, 9) mentioned under 'Scope of Work' section of this RFP	5	

#	Category	Evaluation Criteria	Score	Max Score
9	Consultancy Experience	Experience in delivering similar projects preferably having exposure in BFSI sector		8
		• More than 7 years	8	
		• 5 years and up to 7 years	5	
10	Functional Coverage Functional Coverage	Breadth of features offered vs. that are mentioned under the 'Scope of Work' section in this RFP.		12
		• All the eleven features are ready to deploy and use	12	
		• Minimum required six features are available ready to deploy and use viz. Sr. No. 1, 2, 4, 5, 8, 9	8	
11	Compliance & Security Standards	Adoption of data privacy and security standards		7
		• ISO/IEC 27001:2022, ISO/IEC 27701:2019, or SOC6 2 Type 2 (Certificate not older than months)	7	
		• ISO/IEC 27001:2022, ISO/IEC 27701:2019,	5	
		• ISO/IEC 27001:2022	3	



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2.1 Price Variation Clause:

The prices shall remain firm during the entire contract period.

3.0 Submission of Bid Documents

3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document. TPC shall respond to the clarification raised by various bidders and the replies will be sent to all participating bidders through e-mail.

Bids shall be submitted in 3 (Three) parts:

FIRST PART: "EMD" of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG / Bankers Pay Order favoring "The Tata Power Company Limited". The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted, and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

TPC/ TPC Bank Details for transferring Tender Fee and EMD is as below:

Account Name: The Tata Power Co. Ltd.

Bank Name: HDFC Bank, Fort Branch, Mumbai

Bank Account No. : 00600110000763

IFSC Code: HDFC0000060

SECOND PART: "TECHNICAL BID" shall contain the following documents:

- a) Documentary evidence in support of qualifying criteria
- b) Technical literature/GTP/Type test report etc. *(if applicable)*
- c) Qualified manpower available
- d) Testing facilities *(if applicable)*
- e) Signed Post Award Contract Administration (Clause 7.0)
- f) No Deviation Certificate as per the Annexure III – Schedule of Deviations
- g) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- h) Quality Assurance Plan/Inspection Test Plan for supply items *(if applicable)*

The technical bid shall be properly indexed and is to be submitted in Soft Copy through Ariba Portal only. Hard Copy of Technical Bids need not be submitted.

THIRD PART: "PRICE BID" shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:

The interested bidders are requested to obtain username and password for purpose of bid submission through Ariba portal of TPC, Mumbai



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Bids have to be mandatorily submitted only through Ariba portal of TPC. Bids submitted through any other form/ route shall not be admissible.

The EMD in the form of BG shall be submitted in original hard copy and then placed in sealed envelope which shall be clearly marked as below:

EMD

“Customer Relation Centre and bill collection Centre services with e-care services for tata power distribution in Mumbai for 03 years”

Please mention our Enquiry Number:- 4100045653 on the Tender and drop the same at The Tata Power Company Limited, Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station, Sahar Airport Road, Andheri East, Mumbai-400059.

The envelope shall be addressed to:

Chief (Corporate Contracts)
The Tata Power Company Limited
Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station
Sahar Airport Road, Andheri East, Mumbai-400059

The envelope shall also bear the Name and Address of the Bidder along with our Tender No. and subject.

3.0 SIGNING OF BID DOCUMENTS:

The bid must contain the name, residence, and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

The Bid being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

A bid by a person who affixes to his signature the word ‘President’, ‘Managing Director’, ‘Secretary’, ‘Agent’ or other designation without disclosing his principal will be rejected.

The Bidder’s name stated on the Proposal shall be the exact legal name of the firm.

3.2 Contact Information

All the bidders are requested to send their pre-bid queries (if any) against this tender through e-mail within the stipulated timelines. The consolidated reply to all the queries received shall be shared on respective registered mail ID by the stipulated timelines as detailed in calendar of events

Communication Details:

Corporate Contracts



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Name: Mr. Mandar Pise
Contact No: 7620581071
E-Mail ID: mandar.pise@tatapower.com

Group Head Contracts

Name: Deepan Prasad N A
Contact No.: 9971395344
E-Mail ID: deepan.prasad@tatapower.com

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a breakup of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPC. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

The quantity breakup shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule, but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date of submission of the bid.

Notwithstanding clause above, the TPC may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.

3.6 Alternative Bids

Bidders shall submit Bids, which comply with the Bidding documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

3.7 Modifications and Withdrawal of Bids

The bidder is not allowed to modify or withdraw its bid after the Bid's submission. The EMD as submitted along with the bid shall be liable for forfeiture in such event.

3.8 Earnest Money Deposit (EMD)

The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect the TPC against the risk of bidder's conduct which would warrant forfeiture.

The EMD shall be denominated in any of the following form:

- Banker's Cheque/ Demand Draft/ Pay order drawn in favor of The Tata Power Company Limited, payable at Mumbai.
- Online transfer of requisite amount through NEFT/ RTGS.



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- Bank Guarantee valid for 210 days after due date of submission.

The EMD shall be forfeited in case of:

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

Or

- b) The case of a successful bidder, if the Bidder does not
i) accept the purchase order, or
ii) furnish the required performance security BG.

3.9 Type Tests (if applicable)

As per attached Annexures

4.0 Bid Opening & Evaluation process.

4.1 Process to be confidential.

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the TPC's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

4.2 Technical Bid Opening

Bids will be opened at TPC Office Mumbai as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by TPC. In case of Open Tenders, the bids shall be opened in the presence of accredited representatives of bidders who may choose to be present at the time of tender opening. Technical bid must not contain any cost information whatsoever.

First the envelope marked "EMD" will be opened. Bids without EMD/cost of tender (if applicable) of required amount/ validity in prescribed format, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one. The salient particulars of the techno commercial bid will be read out at the sole discretion of TPC.

4.3 Preliminary Examination of Bids/Responsiveness

TPC will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. TPC may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

Prior to the detailed evaluation, TPC will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.



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Bid determined as not substantially responsive will be rejected by the TPC and/or the TPC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

4.4 Techno Commercial Clarifications

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation, and comparison of Bids, TPC may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPC specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered, or permitted owing to any clarifications sought by TPC.

4.5 Price Bid Opening

Price bids will be opened at the stipulated date and time. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPC without any further correspondence in this regard.

4.7 Reverse Auctions

TPC reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products/ services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

5.0 Award Decision

TPC will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place purchase order/LOI solely depends on TPC on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPC may deem relevant.

TPC reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without assigning any reason thereof.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and TPC reserves the right to award other suppliers who are found fit.

6.0 Order of Preference/Contradiction:

In case of contradiction in any part of various documents in tender, following shall prevail in order of preference:

1. Schedule of Items (Annexure I)
2. Post Award Contract Administration (Clause 7.0)
3. Submission of Bid Documents (Clause 3.0)
4. Scope of Work and SLA (Annexure VII)
5. Technical Specifications (Annexure II)
6. Inspection Test Plan (Annexure VIII)
7. Acceptance Form for Participation in Reverse Auction (Annexure VI)



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8. General Conditions of Contract (Annexure IX)

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- Rate shall remain FIRM till the validity of Rate Contract.
- TPC appreciates and welcomes the engagement/employment of persons from SC/ ST community or any other deprived section of society by their BAs.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPC. However, in case of delay in work execution owing to reasons not attributable to TPC, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPC.
- All the terms and conditions of TPC GTC shall be applicable.

7.2 Drawing Submission & Approval

NA

7.3 Delivery Terms

The successful bidder should complete installation of following modules within 20 weeks from the date of acceptance of Purchase Order. Non-receipt of acceptance of PO within 7 days of issuance shall be deemed accepted. The bidder should adhere to the project schedule as stipulated in the below table below. Failure to do so would be liable for LD as stated in the bid, unless Tata Power Company grant an extension to the bidder in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Tata Power Company to grant such an extension. The project timelines from the date of acceptance of the Purchase Order as under:

S. No	Activities	Duration
1	Consent Management	16 Weeks
2	Privacy Notice	
3	Data Subject Rights Management	
4	Data Discovery and Classification	
5	Data Breach Management	
6	Privacy-by-Design	
7	Data Protection Impact Assessment	
8	Third Party Privacy Risk Management	

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9	Privacy Risk Management	
10	Personal Data Inventory / DFDs	
11	UAT and go live	1 Month
12	Hypercare Support	6 Months

7.4 Warranty Period

- The Successful Bidder shall offer onsite comprehensive warranty for the Platform/ Solution against all defects arising out of faulty design, materials and workmanship from the date of duly signed Acceptance Certificate and upon commissioning of the system through each phase. Thus, platform will be under hyper-care for a period of 6 Months from the date of Go live, during which the vendor will be required to resolve all the issues free of cost.
- Upon completion of the Warranty/Hyper-care period, the Vendor shall provide uninterrupted support for the platform for a duration of two (2) years and six (6) months. The Vendor is required to enter into a formal support agreement with the Tata Power Company, adhering to the company's terms and conditions, to ensure the seamless operation of the Platform. The Bidder/Vendor shall deliver service and support of the highest standards to meet this objective.
- The license subscription shall be subject to renewal upon the conclusion of the contract period, based on mutually agreed terms at that time.

7.5 Payment Terms

No advance payment will be released against purchase order.

The company shall make payments only after the signing of the contract, execution of the Non-Disclosure Agreement (NDA), and submission and acceptance of the Performance Bank Guarantee (PBG).

Payments shall be made in tranches linked to deliverables and milestones, as follows:

Milestone No	Milestone Name	Key Deliverables	Timeline (from PO Date)	Payment Percentage
M1	Contract Signing & Project Kick-off	Signed contract, project plan, governance model, finalized scope	T0 + 2 weeks	10%

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M2	Solution Design & Architecture Finalization	Solution architecture, DPDP mapping, integration & security design	T0 + 4 weeks	10%
M3	Platform Setup & Core Configuration	Platform setup, multi-tenant configuration, policy library	T0 + 8 weeks	15%
M4	Integration & Customization	Integration with Billing, CP, CRM, legacy systems, APIs	T0 + 12 weeks	20%
M5	UAT & Compliance Validation	UAT sign-off, audit logs, consent lifecycle validation	T0 + 14 weeks	15%
M6	Production Go-Live	Production deployment, cut-over & stabilization sign-off	T0 + 16 weeks	10%
M7	Post Go-Live Support & Knowledge Transfer	Hypercare support, training, SOPs, KT documents	Post completion of Hyper	10%
M8	Release of retention amount	Closure of Audit and compliance certificate on functional and security aspects	On completion of post live final audit and certification	10%

- Retention Clause: 10% of the total contract value shall be retained and released, post final audit and certification.
- Invoices shall be raised upon completion of each phase and shall be payable within 90 days of submission.
- LD @10% of cumulative milestone value shall be deducted for not meeting the timeline. Waiver of LD can be approved by PO manager on merit of such requests.
- Taxes: Applicable GST shall be paid extra as per prevailing rates.
- Tata Power Company will not be paying any out of packet expenses or travelling expenses relating to implementation of the project

7.6 Liquidated Damages

LD deduction shall be applicable for delay in delivery of services at the rate of 1% of contract value per week to a maximum of 10% of contract value.

7.7 Contract Performance Bank Guarantee (CPBG)

Vendor shall submit irrevocable and unconditional Contract Performance Bank Guarantee (CPBG) for a value equal to 10% of the contract value, within 15 days from the receipt of contract valid till the Warranty Period with a further claim period of 6 months.



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7.8 LD / SLA / Performance Requirement and penalties

SLA penalties applicable as per scope of work.

7.9 Other Terms & Conditions

Upon work award the successful bidder shall provide support services as listed in the scope of work and SLA.

7.10 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation, and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

7.11 Ethics

TPC is an ethical organization and as a policy TPC lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.

TPC work practices are governed by the Tata Code of Conduct which emphasizes on the following:

- We shall select our suppliers and service providers fairly and transparently.
- We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
- Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
- We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
- We respect our obligations on the use of third-party intellectual property and data.

Bidder is advised to refer GTC attached at Annexure VIII for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: cecounsellor@tatapower.com or via third party facility tatapower@ethics-line.com

8 Specification and standards

As per Annexure II.

9 General Condition of Contract

Any condition not mentioned above shall be applicable as per GCC for Supply attached along with this tender at Annexure IX.

10 Safety

Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by:



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<http://www.tatapower.com>

All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

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ANNEXURE I
Schedule for Items

sRFQ No. 4100063712					
Tender Name - Procurement of Enterprise Data Privacy & DPDP Compliance Platform.					
Sr No	Item Description (A)	UoM (B)	Quantity (C)	Basic Unit Rate (D) Rs.	BoQ Price (E = C*D) Rs.
1	Implementation of DPDP Data Privacy Tools- TPC - Mumbai	EA	1		0
2	Implementation of DPDP Data Privacy Tools- TPDDL	EA	1		0
3	Implementation of DPDP Data Privacy Tools- TPNODL	EA	1		0
4	Implementation of DPDP Data Privacy Tools- TPSODL	EA	1		0
5	Implementation of DPDP Data Privacy Tools- TPWODL	EA	1		0
6	Implementation of DPDP Data Privacy Tools- TPCODL	EA	1		0
7	Implementation of DPDP Data Privacy Tools- TPADL	EA	1		0
	Total Package cost (Rs.)				-
	GST @ 18%				-
	Total cost incl. GST				-

NOTE:

- Bidder must include total cost in the above price bid. NO separate payment shall be applicable for OPE, Travel, Stay, F&B, Stationary, Training, etc.
- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids are liable for rejection.
- The bidder must fill each and every column of the above format. ***Mentioning "extra/inclusive" in any of the column may lead for rejection of the price bid.***
- No cutting / overwriting in the prices is permissible.
- The unit price to be indicated in col. No. D should be exclusive of taxes & duties which are to be indicated in separate columns meant for the purpose.



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ANNEXURE II
Technical Specifications/Scope of Work

Scope of Work & Service Level Agreement

Disclaimer

The information contained in this document is provided to the Bidder(s) on the terms and conditions set out in this document. This document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Company in relation to the provision of services.

This document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to the observance of the selection process and appropriate documentation being agreed between the Company and any successful Bidder as identified by the Company, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the process unless and until a formal contract is signed and executed by duly authorized officers of TATA POWER COMPANY LIMITED with the Bidder. The purpose of this document is to provide the Bidder with information to assist with the formulation of their proposals. This document does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice. TATA POWER COMPANY LIMITED makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. TATA POWER COMPANY LIMITED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.



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1. Introduction

1.1 Background

Tata Power Company Limited (“Tata Power” / “TPCL”) invites proposals from eligible bidders for procurement, implementation, integration, and long-term support of an enterprise-wide Data Privacy & DPDP Compliance Platform. Tata Power operates across Generation, Transmission, Distribution (Delhi, Odisha, Ajmer, Mumbai), Renewables, Trading, EV, and Digital Services, processing personal data of customers, employees, vendors, and partners at scale.

1.2 Objectives of the RFP

- 1.1 Tata Power intends to invite bidders for Request for Proposal (RFP) for Supply, Implementation and management of centralized consent management and various data privacy tools, to deploy a robust consent management tool that ensures compliance with DPDP Act 2023 and DPDP Rules 2025, streamlines privacy processes, and enhances the company’s ability to manage customer preferences, consents, and regulatory requirements effectively.
- 1.2 Tata Power intends to issue this bid document, hereinafter called bid, to experienced and eligible entities, hereafter called as bidders or vendors, to participate in the competitive bidding for RFP who have proven experience in the field of Supply, Implementation and management of centralized consent management and data privacy tools.
- 1.3 Bidders who are interested in participating in this bid must fulfill the eligibility criteria mentioned in the document and must also be in a position to comply with the technical specifications. Apart from the above, the bidder must also agree to all terms & conditions mentioned under this bid/RFP.



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1.3 Eligibility Criteria

Only those Bidders fulfilling the eligibility criteria should respond to the bid. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Section Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Documents/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the eligibility criteria are liable to be rejected.

Note: Vendor must comply with the mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Tata Power Company reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

The participating bidders are required to submit unambiguous documentary evidence, in support of their meeting the above eligibility criteria. The bidder must comply with all the above-mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

Tata Power Company reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Tata Power Company in this regard shall be final, conclusive and binding upon the bidder. The Tata Power Company may accept or reject an offer without assigning any reason whatsoever.

All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.

2. Scope of Work

2.1 Brief Scope of Work

Implementation of privacy automation tool with the following functionalities:

Sr. No	Tools
1.	Universal Consent Management
2.	Cookie Consent
3.	Data Mapping Automation
4.	Data Principal Rights Management
5.	Privacy Assessments
6.	Data Protection Impact Assessments
7.	Privacy Notice Management
8.	Data Breach Management
9.	Controls, Reporting and Dashboard
10	Integration of above modules with Mobile Apps, Web Portals and CoTS Products like SAP, Microsoft, Salesforce etc.

End-to-end supply of platform licenses, implementation services (Including Project Management), integrations, Configuration & Setup, training, hyper care, ongoing support, upgrades, and regulatory updates across Tata Power Group entities.

Tata Power and/or subsidiaries may decide to go with limited tools based on need, feasibility, timelines for implementation, etc.

2.2 Detailed Scope of Work

Digital Privacy Tools

2.2.1 Universal Consent Management

Consent Management Platform

- ❖ The platform must have all the functionalities and objectives at a minimal aligned to the Business Requirements Documents issued by NEGD a division under MEITY on April 15, 2025 available on <https://msh.meity.gov.in/whatsnew/> Business Requirement Document For Consent Management.
- ❖ The consent management platform should be able connect to the national consent stack as and

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when the same is released by Government of India.

- ❖ The proposed consent management tool should be an enterprise-grade Consent Governance platform which will allow administrator(s) to define organization structure covering multiple business entities across geographies and independent team structure, application solutions and policy framework.
- ❖ Provide mechanisms for granular consent at the Unique Customer Identification Code (UCIC) / Customer ID level, ensuring purpose specific consent management as per DPDPA 2023.
- ❖ Consent collection in the platform should support all three modes of Personal Information input Digital, Physical that is digitized subsequently, through third party agencies collected in physical / digital format.
- ❖ Enable explicit consent collection, storage, and retrieval across all identified channels, including websites, mobile apps, other digital platforms, third party platforms/applications and physical forms subsequently digitized
- ❖ Proposed solutions shall enable users to set granular preferences for purposes as per requirements determined by business/operation.
- ❖ Support for incorporating consent templates based on business requirements.
- ❖ Implement mechanisms for obtaining digitally verifiable Parental/ Guardian consent for minors as per the DPDP Act.
- ❖ Implement mechanism for obtaining digitally verifiable consent from Persons with Disability (PwDs) and illiterates.
- ❖ Design, collect and manage opt-in consents as per DPDP Act, 2023 and other relevant regulatory requirements e.g. Unique Identification Authority of India (UIDAI), etc.
- ❖ Support for hierarchical consent structures based on purposes and user attributes.
- ❖ Consent record with timestamp, purpose, and data shared.
- ❖ Consent revocation tracking and enforcement.
- ❖ Automated consent lifecycle management, from collection, storage, renewal, modification, revocation, logs, security (immutability), and auditability.
- ❖ Centralized repository for managing user consents.
- ❖ Maintain an audit trail of consent records, including timestamps, purposes, and associated processing activities as required under DPDP Act 2023.
- ❖ Ensure that consent artefacts are immutable, admissible in court, and meet regulatory standards as per MeitY' s Electronic Consent Framework.
- ❖ Implement consent retention and expiration mechanisms as per legal and regulatory requirements.
- ❖ Maintain consent versions with date and time stamp.
- ❖ Consent revaluation after a defined period of time to keep it relevant.
- ❖ Realtime Alerts and Notifications of changes in consent from stakeholders across the IT Application Ecosystem into a single repository (with Workflow Management Enabled)

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- ❖ Trigger necessary communications (Email/ SMS/ WhatsApp / in-app) for expired/expiring consent.
- ❖ Capability to rollout Privacy Notices in all Regional languages mentioned in Schedule 8 of Indian Constitution to legacy/ existing customers digitally and record/ store their consent.
- ❖ Should capture consent in Offline mode in case low connectivity and sync with timestamp integrity once online
- ❖ SDKs are available for developers

Integration

- ❖ Integrate seamlessly with third-party systems/ Consent Management Platform as per DPDPA 2023/ UIDAI/ Digi Locker/ any other platform mandated by Government of India or other Statutory Bodies to centralize consent records and ensure consistency across platforms.
- ❖ Maintain a centralized repository for consents collected via third-party platforms.
- ❖ Enable integration and synchronization of updated consent records with internal and external systems on real-time basis.
- ❖ Platforms must support multi-development and multi-channel consent synchronization across web, mobile app (Android, iOS), kiosk, chat bot and future digital interfaces to ensure consistency and compliance across all user touch points.
- ❖ Implement robust security measures such as encryption, access controls, and secure data handling practices to protect consent artefacts/ user data.
- ❖ The solution should be scalable to handle increasing volumes of consent data as the organization grows.
- ❖ Provide an intuitive interface for users to easily manage their consent preferences.
- ❖ Ensure clear and transparent communication with users regarding their consent choices and data usage.
- ❖ Aadhaar-based OTP consent option

2.2.2 Cookie Consent

Cookie scanning and categorization

- ❖ Auto-Scanning of sub-folders and sub-domains of the website and identifying the cookie type for classification as per regulatory requirements (example - Auto-categorization of cookies into essential, functional, analytics, marketing and performance.)
- ❖ Autoblocking of cookies, including 3rd party scripts and tags, based on consent provided by the user.
- ❖ The proposed solution should allow integration with Tata Power solutions to comply with the cookie

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consent provided by the data principle.

Cookie Banner

- ❖ Customizable banner template.
- ❖ Auto-translation of cookie banner content into 22 languages as mandated by the DPDP Act.

2.2.3 Data Principal Rights Management

Rights Management & Request Handling

- ❖ User friendly Portal for Data principals to view and manage their consents.
- ❖ Data Principals should be able to download a copy of their consent history.
- ❖ Enable mechanisms for Data Principals to raise requests under all rights encapsulated in DPDPA, including:
 - Right to Access Consent/ Personal Data
 - Right to Revoke Consent
 - Right to Correction and Erasure of Data including third-party workflow integrations
 - Right to Grievance Redressal
 - Right to Nominate (in the event of death or Incapacity) – Allow to Nominate, modify or revoke a nominee, enable nominees to access withdraw, erase, etc.
- ❖ Ensure clear and transparent communication with Data Principals throughout the request process.
- ❖ Life cycle from initiation to closure

Workflow Automation & Compliance Adherence

- ❖ Implement workflows at the Tata Power Company to receive, verify, respond to, and process these requests efficiently.
- ❖ Orchestration of SMS / Email/ WhatsApp/ in-app notifications to Data Principals via communication gateways/ Mobile Application / Website
- ❖ Ensure view consent and revoke consent request could be handled in a self-serve manner to reduce number of tickets to be handled by privacy team or DPO office.

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- ❖ Workflow management should be configurable to streamline the entire process from intake till fulfillment.
- ❖ Seamless integration with existing systems and data sources to facilitate efficient data discovery and retrieval.

Integration & Multi-Level Workflow Capabilities and Data Discovery Outcomes

- ❖ Orchestrate data deletion requests between the Data Fiduciary and the Data Processors. Enable the service agents to verify consent artefacts and discover personal data relating to the deletion request and take appropriate action.

Tracking, Reporting & Auditability

- ❖ Maintain a centralized register/ tracker to record all Data Principal Requests, responses, and resolution times, with a copy in Tata Power Environment demonstrating compliance.
- ❖ Securely log & track all requests to enable verification, audits, & regulatory reporting.

2.2.4 Privacy Assessment

Core Privacy Assessment Features

- ❖ Privacy Impact Assessments (PIAs):
 - Automated workflows for conducting PIAs.
 - Built-in templates aligned with DPDPA
 - Risk scoring and mitigation recommendations.
 - Integration with data maps and business processes.
- ❖ Data Discovery & Classification:
 - AI/ML-powered scanning of structured and unstructured data.
 - Identification of sensitive personal data across systems.
 - Risk-based categorization and tagging.
- ❖ Assessment Assignment & Response Tracking:
 - Ability to assign assessments to projects or data assets.
 - Role-based access for stakeholders to complete and review assessments.
 - Audit trails and exportable reports.

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- ❖ Customizable Assessment Templates:
 - Create assessments tailored to specific data uses or business units.
 - Modify built-in templates to suit organizational needs.
 - Support for multilingual and region-specific compliance.
 - Compliance & Risk Management Features
- ❖ Consent Management Integration:
 - Track and manage user consent across platforms.
 - Ensure lawful data collection and processing.
 - Real-time updates for regional compliance
- ❖ Vendor Risk Management:
 - Assess third-party compliance posture.
 - Automate vendor assessments and reporting.
 - Maintain records of vendor data handling practices.
- ❖ Incident & Breach Management:
 - Real-time alerts and breach notification workflows.
 - Regulatory reporting templates.
 - Post-incident analysis and remediation tracking.

Operational & Strategic Features

- ❖ Role-Based Access & Governance:
 - Define roles like Privacy Curator, Data Curator, Privacy Reader.
 - Control who can create, edit, approve, or view assessments.
- ❖ Automated Compliance Workflows:
 - Trigger assessments based on privacy rules or data conditions.
 - Integration with CRM, ERP, core applications and data governance platforms.
 - Continuous monitoring and compliance scoring.
- ❖ Reporting & Analytics:
 - Dashboards for privacy metrics and compliance status.
 - Exportable reports for audits and board-level reviews.
 - Benchmarking against industry standards.

2.2.5 Data Protection Impact Assessments

Comprehensive DPIA Templates & Workflows

Provide standardized templates and workflows for conducting DPIAs, covering:

- Description of processing activities, including involvement of third parties.
- Risk assessment matrix to evaluate risks and automated risk calculation & categorization of all products/ process wise.
- Regulatory and industry specific DPIA templates, customizable as per business needs.
- Automation & Workflow Management
- Enable multi-level workflow capability to facilitate role-based access, permissions, and approvals.
- Allow customization of roles, permissions, and review processes to align with organizational structures.
- Support auto-reminders, query escalation, and follow-ups to streamline DPIA completion.
- Provide the ability to upload supporting documents and artefacts when responding to specific queries.
- Periodic & Proactive Assessments
- Support periodic DPIA reviews to ensure ongoing compliance with regulatory requirements.
- Proactively launch assessments for new business processes, with a timeline view for accountability and visibility.
- Collaboration & Vendor Engagement
- Enable seamless sharing of DPIA assessments with data processors and vendors, ensuring end-to-end compliance.
- Provide functionality to add team members and external stakeholders for collaborative assessments.
- Smart Assessments
- Auto-fill assessments using AI leveraging knowledge base of consent artefacts, processors, configurations and data discovery findings.

Controls, Reporting and Dashboard

- Real Time Monitoring: Dashboard should provide real time visibility into the initiation, review, approval and closure of DPIAs across all departments and Business functions.
- SLA Based Time Tracking: The tool must include automated time tracking of each DPIA process step, with configurable Service Level Agreements (SLAs) and dynamic indicators (e.g.

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red/yellow/green flags) for SLA compliance.

- Alerts and Escalations: Support for automated alerts and escalations to DPOs, Privacy Champions, or relevant functionaries in case of SLA breaches or pending approvals.
- Company wise, Department Wise, Function Wise and Application wise Compliance Overview: Ability to generate compliance scorecards and dashboards for each Department or business Vertical.
- Role-Based Access Controls (RBAC): The system should allow differentiated access
- DPO – Global access with configuration and oversight privileges
- Privacy Champions– Access to DPIAs within their assigned Verticals
- The platform must be scalable to onboard all new privacy stakeholders as per future organizational requirements.

2.2.6 Privacy Notice Management

Notice & Transparency Mechanisms

- ❖ Ability to generate customizable & dynamic notices tailored to different products and journeys.
- ❖ Provide downloadable consent receipts/artefacts for transparency.
- ❖ Ensure translation and transliteration of notices into all 22 Indian languages as per Schedule 8 of the Constitution.
- ❖ Logos & themes to relate with the Tata Power design language.

Version control

- ❖ Maintain version control for all notices generated within the user journey.
- ❖ Record and store multiple versions of consent agreements and maintain historical consent changes for audits.

Audit & Reporting

- ❖ Audit trail for all consent related activities and same cannot be altered.

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- ❖ Ensure identification and notification to Data Principals who consented to outdated versions.

2.2.7 Data Breach Management

Regulatory Reporting & Compliance

- ❖ Breach reporting mechanism to be in place/facilitated.
- ❖ The workflow of breach investigation & intimation should align the requirement as per Rules of the DPDP Act. Seamless reporting to the Data Protection Board and Data Principals.
- ❖ Maintains a repository of pre-approved templates for quick and compliant breach reporting.
- ❖ Show steps taken to contain the breach, demonstrating transparency and trust.

Final Communication & Documentation

- ❖ Send initial and final breach reports to both impacted Data Principals and Data Protection Board.
- ❖ Maintain an audit trail of all breach-related actions for demonstration of compliance.

Bulk Breach Notifications

- ❖ Create cohorts of Data Principals to ensure that the notification is only going out to the affected Data Principals.
- ❖ Automated breach notices sent to impacted Data Principals within the timeframe as defined by DPDPA Act and rules.
- ❖ Configurable templates for breach intimation, ensuring compliance and clarity.
- ❖ Suggest remedies to impacted Data Principals to mitigate risks.
- ❖ Show steps taken to contain the breach, ensuring transparency and trust.
- ❖ Integration with existing SOC and SIEM platform/Regulatory agencies for reporting

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2.2.8 Privacy by Design

- ❖ To provide internal teams with an end-to-end mechanism for identifying personal data related changes in applications and processes and raise a Privacy by Design (PbD) request that can be evaluated, managed and monitored by the Tata Power's privacy team as per Privacy by Design (PbD) principles.

2.2.9 DPO Command Center

- ❖ The system should provide a unified DPO Command Center that acts as a centralized operational and oversight interface for the Data Protection Officer, consolidating privacy, consent, risk, and compliance signals across the platform.
- ❖ The Command Center should present a single-pane, executive-level view of the Company's DPDP compliance posture, including consent health, open data principal requests, DPIA coverage, processor compliance, and breach readiness, without requiring the DPO to navigate individual modules.
- ❖ The system should support an "Audit Mode" that allows the DPO to quickly switch from monitoring to audit-readiness, enabling structured viewing of requirements, compliance status (green/amber/red), and linked evidence artifacts.
- ❖ The Command Center should enable evidence-driven compliance, where each regulatory requirement or control indicator is traceable to underlying artefacts (e.g., consent logs, notices, DPIAs, processor acknowledgements, breach records) through controlled drilldowns.
- ❖ The system should provide real-time risk and compliance indicators, highlighting deviations, overdue actions, or SLA breaches across consent lifecycle, data principal rights, processors, and incidents, with configurable thresholds for escalation.
- ❖ The Command Center should support governance workflows, allowing the DPO to track ownership, status, and timelines across internal teams and third parties, without directly executing operational actions.
- ❖ The system should generate management- and regulator-ready summaries from the Command Center, enabling periodic reporting to senior management and the Board while preserving segregation between oversight and execution.
- ❖ The Command Center should be designed as a control and coordination layer, ensuring visibility, accountability, and auditability across the privacy program, without exposing sensitive personal data or low-level system configurations by default.

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2.3 Deployment Architecture & Integrations

2.3.1 Deployment Architecture

1. The Bidder shall provide tools that supports deployment in the following models:
 - a. On-premises (Customer-owned Data Centers)
 - b. Private Cloud
 - c. Hybrid (On-prem / Private Cloud with controlled integrations)
2. The proposed solution shall not mandate public SaaS deployment and must allow full control of infrastructure by the Customer.
3. The Bidder shall clearly specify:
 - a. Infrastructure prerequisites
 - b. Supported platforms and technologies
 - c. Deployment topology options

2.3.2 Data Residency & Sovereignty

1. The Bidder shall ensure India-only data residency for:
 - a. Personal data
 - b. Consent records and metadata
 - c. Audit logs
 - d. Backups and replicas
2. No data related to consent management shall be stored, processed, or transferred outside India.
3. The Bidder shall provide contractual and technical assurances confirming compliance with the Digital Personal Data Protection (DPDP) Act, 2023.
4. Any third-party dependencies, if applicable, must also comply with India data localization requirements.

2.3.3 High Availability & Disaster Recovery

1. The solution shall support DC/DR deployment with high availability.
2. The Bidder shall support:
 - a. Active-Active or Active-Passive architecture
 - b. Automated failover between DC and DR
3. The Bidder shall specify:
 - a. Recovery Point Objective (RPO)
 - b. Recovery Time Objective (RTO)
4. DC and DR locations shall be geographically separated within India.

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2.3.4 Security Architecture

1. The Bidder shall ensure end-to-end security of the consent management platform, including:
 - a. Encryption of data at rest and in transit (industry-standard protocols)
 - b. Secure key management practices
2. The solution shall integrate with enterprise Identity and Access Management (IAM) systems, including:
 - a. Active Directory / Azure AD / LDAP with Single Sign-On (SSO)
3. The solution shall support:
 - a. Role-Based Access Control (RBAC)
 - b. Least-privilege access principles
4. All consent actions shall be logged in tamper-proof, immutable audit logs.
5. The solution shall support integration with enterprise SIEM / SOC tools for security monitoring and incident response.

2.3.5 Integrations

1. The solution shall provide secure, API-based integrations.
2. APIs shall support:
 - a. Authentication and authorization / Versioning / Throttling and rate limiting
 - b. Other systems to be able to get real-time status of consent via API integration.
 - c. The consent artefact should be available in JSON format, so that it can be integrated with other systems.
 - d. Consent governance and Data principal rights management portal must be integrated.
 - e. Consent governance and Incident intimation modules must be integrated.
3. The solution shall support integration with existing systems:
 - a. Customer-facing applications (web portals, mobile apps)
 - b. Core enterprise systems (CRM, ERP, Billing, CIS, HR systems)
 - c. Data platforms, data lakes, and analytics systems
 - d. Any other existing systems
4. The Bidder shall provide comprehensive API documentation.

2.3.6 Enterprise Technology Compatibility

1. The solution shall be compatible with enterprise integration platforms, including:
 - a. API Gateways (e.g., Apigee, Kong, Azure API Management or equivalent)
 - b. Event-driven architectures and message queues (e.g., Kafka, RabbitMQ)
2. The solution shall support integration with communication platforms for consent notifications, including:
 - a. Email gateways
 - b. SMS gateways
 - c. Messaging platforms (e.g., WhatsApp or equivalent)

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*The bidder's application solution shall integrate with following applications of Tata Power IT systems
BUT NOT LIMITED TO*

Req.ID	Requirement Type	Description	Compliance (Yes/No)	Remarks
1	SAP All modules			
2	Tata Power Web Portals and API's / Websites			
3	Salesforce			
4	EV (TCS platform)			
5	Data marts			
6	Mobile apps (Android, iOS) Example- My Tata Power App			
7	Metering, Billing, Collection / Customer Interaction Service (MBC/CIS) applications			

2.3.7 Testing and Validation

1. Test cases to be prepared by the bidder and the testing artifacts to be shared with the Company.
2. Conduct performance testing of the tool.
 - a. The proposed solution shall have the ability to handle large user bases and high transaction volumes.
 - b. The proposed solution shall have low latency operations for real-time consent capture and verification.
3. Test the integration of the tool with critical applications, including version control systems, build systems, and issue tracking tools.
4. Work with business teams to execute UAT for all integrations and releases.

2.3.8 Compliance & Audit Capabilities

1. The solution should provide a centralized consent repository supporting:
 - a. Consent capture / Consent modification / Consent revocation / Consent expiry and renewal
2. Each consent record shall be:
 - a. Time-stamped / Purpose-tagged / Linked to the data principal and processing activity
3. The solution shall generate DPDP-aligned compliance and audit reports for:

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- a. Internal audits
- b. Regulatory inspections
4. Audit reports shall be exportable in standard formats.

2.3.9 Scalability & Performance

1. The solution shall support horizontal scalability to cater to Multiple business units / High transaction volumes and Peak customer interaction periods
2. The Bidder shall define performance SLAs for Consent validation APIs and Consent retrieval APIs
3. The architecture shall ensure minimal latency and high throughput.

2.3.10 Monitoring & Operations

1. The solution shall provide a centralized monitoring dashboard covering:
 - a. Consent usage and status
 - b. Exception handling
 - c. System health and availability
 - d. API performance metrics
2. The solution shall support integration with enterprise monitoring tools such as:
 - a. Application Performance Monitoring (APM) tools
 - b. Infrastructure monitoring platforms
3. The Bidder shall provide operational documentation covering:
 - a. Monitoring
 - b. Backup and restore
 - c. Incident handling

2.3.11 Data Ownership & Control

- ❖ Tata Power shall retain full ownership of all data, metadata, and consent artefacts.
The vendor shall not use Tata Power data for any purpose other than contractual obligations.

2.3.12 Multi-Tenancy & Data Segregation

- ❖ If the solution supports multi-tenancy, the vendor shall ensure strict logical and physical segregation of Tata Power data from other customers.

2.3.13 Backup, DR & Ransomware Protection

- ❖ All backups shall be encrypted and protected against unauthorized access and ransomware. Backup restoration shall be tested periodically.

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2.3.14 Zero Trust Architecture

- ❖ The solution shall support Zero Trust security principles, including identity-centric access, continuous authentication, and device trust validation.

2.4 Project Management

2.4.1 Project Initiation and planning:

- ❖ Define the objective based roadmap with milestones and goals to implement the Privacy Management Tool.
- ❖ Develop an implementation plan.
- ❖ Develop comprehensive project plan with pre-requisites and dependencies.
- ❖ Program governance – weekly, monthly and quarterly.

2.4.2 Requirements and Design:

- ❖ Understand the business landscape to capture the as-is requirements and convert them into business use cases to be implemented.
- ❖ Document functional and non-functional Data Privacy requirements specifications.
- ❖ Document detailed architecture, high level design and low-level design.

2.4.3 Configuration and Setup:

- ❖ Install and configure the Privacy Management Tool according to data privacy landscape in the Tata Power.
- ❖ Configure all integrations with applications of the company which process personal data along with ITSM and IT GRC tools

2.4.4 Architecture Review & Approval

- ❖ The architecture of the proposed solution must be reviewed and approved by the Tata Power Information Technology/ Information Security Team.
- ❖ In case any modifications or recommendations are suggested by the ITD team, the bidder shall incorporate all such changes during the design phase itself, without impacting project timelines or cost.

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2.4.5 Vulnerability Assessment & Penetration Testing (VAPT)

- ❖ The solution shall not go live unless all VAPT observations are resolved and the VAPT status is Critical, High, post approval from the Change Advisory Board (CAB).
- ❖ The bidder is solely responsible for the closure of all VAPT findings related to the solution.
- ❖ Although the Company will provide the underlying infrastructure (including virtual machines) for hosting the proposed solution, it is the sole responsibility of the bidder to remediate all OS- level Vulnerability Assessment (VA) observations throughout the contract period.

2.5 Testing and Validation

- ❖ Test cases to be prepared by bidder and to capture the testing artifacts and share it with the Tata Power Company.
- ❖ Conduct performance testing of tool.
- ❖ Test the integration of the tool with critical applications, including version control systems, build systems, and issue tracking tools.
- ❖ Work with business teams to execute UAT for all integrations and releases.

2.6 Training and Knowledge Transfer

- ❖ Provide training (technical & functional) and documentation to relevant business teams of the company and personnel on the implemented Consent Management and Data Privacy use cases for each aforementioned module.

2.7 Reporting and Metrics

- ❖ Set up reporting mechanisms to track KPIs and security metrics.
- ❖ Generate and distribute reports to relevant stakeholders.

2.8 Information Security requirements:

- ❖ The tool should support standard authentication with AD / SAML /SSO
- ❖ Support different authentication methods for different populations of users.
- ❖ Solution should be accessible from any network but should allow restricting access to a definable corporate network range for specific populations of users.
- ❖ Connection/Transmission to the on-prem applications should be over encrypted channel.
- ❖ All confidential information such as passwords, Security Questions/Information should be over secured encrypted channel.
- ❖ Annual VA/PT reports conducted on OEM's platforms.
- ❖ Encryption at rest & in transit
- ❖ ISO 27001 / ISO 27701 / SOC2 compliance
- ❖ **Secure Authentication:** Strong authentication mechanisms should be in place to prevent

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unauthorized access to the land /lease / RoU data. This may include the use of complex passwords, multi-factor authentication (MFA), and biometric authentication where feasible.

- ❖ **Encryption:** All data transmitted between the system and user interface should be encrypted to protect against interception and eavesdropping. Transport Layer Security (TLS) or Secure Real-Time Transport Protocol (SRTP) can be used for securing data in transit.
- ❖ **Access Control:** Required strict access control to limit system access to authorized personnel only. Role-based access control (RBAC) should be employed to assign specific permissions and privileges based on user roles and responsibilities.
- ❖ **Audit Trails and Logging:** Comprehensive logging and auditing mechanisms to track user activities, modifications, system events, and access attempts is required to facilitate forensic analysis in the event of security incidents and identify potential security breaches. System should log and measure changes done / fields entered by user at verification level to determine system efficiency (accuracy / completeness).
- ❖ **Vulnerability Assessment and Penetration Test:** The partner should share VAPT reports (Gray/Black box AppSec) before deployment in PROD. Tata Power conducts VAPT at predefined frequency on all applications. The partner should close Critical and High severity vulnerabilities (whose exploits are available in the public domain) within 72 hours and Medium and Low severity within 15 to 30 days without additional cost to Tata Power whenever Tata Power conducts VAPT on deployed solution and shares report with partner.
- ❖ The application shall follow secure SDLC practices aligned with industry standards (e.g., OWASP Top 10).
- ❖ **Multi-factor authentication** shall be enforced for applicable users. Tata Power uses Microsoft Authenticator. The same, or any other, will be integrated.
- ❖ All APIs shall implement appropriate authentication and access controls.
- ❖ **Encryption at Rest:** The database should use AES -256 encryption or equivalent for data at rest and in transit.
- ❖ **Data Residency:** All application data and databases will be hosted strictly within Indian geography.

2.8.1 Identity, Access & Privileged Access Management

- ❖ The solution shall support advanced Identity and Access Management (IAM) controls including:
 - Role-Based Access Control (RBAC)
 - Least privilege enforcement
 - Privileged Access Management (PAM) for administrative accounts
 - Segregation of Duties (SoD) across critical workflows
 - Just-in-Time (JIT) privileged access
 - Session monitoring and recording for privileged users

2.8.2 Key Management & Cryptographic Controls

- ❖ The solution shall support enterprise-grade key management including:
 - Customer Managed Keys (CMK) / Bring Your Own Key (BYOK)

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- Integration with Tata Power’s HSM/KMS (e.g., Azure Key Vault, AWS KMS, or on-prem HSM)
- Key rotation, revocation, and lifecycle management
- Logical separation of encryption keys from data storage
- Vendor shall not have access to encryption keys without explicit authorization

2.8.3 Secure Configuration & Hardening

- ❖ The solution shall adhere to secure configuration and hardening standards including:
 - CIS Benchmarks for OS, databases, middleware, and containers
 - Removal of default credentials and unnecessary services
 - Secure baseline configurations

2.8.4 API Security Controls

- ❖ All APIs shall comply with OWASP API Security Top 10 and must implement
 - OAuth 2.0 / OpenID Connect (OIDC)
 - Mutual TLS (mTLS) for sensitive integrations
 - Input validation and schema validation
 - Rate limiting, throttling, and anomaly detection
 - API gateway enforcement and monitoring

2.8.5 Security Logging, Monitoring & SIEM Integration

- ❖ The solution shall provide centralized, tamper-proof, and immutable logs. Logs shall be integrated with Tata Power’s SIEM/SOC platforms (e.g., Microsoft Sentinel, QRadar). Log retention shall be configurable and aligned with Tata Power requirements of 6 months. Logs shall include:
 - User access and activity logs
 - Administrative actions
 - API access logs
 - Data access and modification events
 - Security events and anomalies

2.8.6 Secure SDLC & Code Security

- ❖ The vendor shall implement Secure SDLC including:
 - Static Application Security Testing (SAST)
 - Dynamic Application Security Testing (DAST)
 - Software Composition Analysis (SCA) for open-source components
 - Secure code review practices
 - Dependency vulnerability management

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- ❖ The vendor shall submit software Bill of Materials (SBOM) to ensure visibility into third-party libraries used in the product.

2.8.7 Data Loss Prevention & Data Access Monitoring

- ❖ The solution shall support monitoring and control of data access and exfiltration risks, including:
 - Detection of anomalous data access patterns
 - Alerts on bulk data extraction
 - Integration with enterprise DLP solutions where applicable

2.8.8 Security Testing & Continuous Vulnerability Management

- ❖ The vendor shall support continuous vulnerability management, including Yearly VAPT
- ❖ The vendor shall remediate identified vulnerabilities as per Tata Power's Information Security Policy and severity classification:
 - Critical and High severity vulnerabilities (including those with publicly available exploits) shall be remediated within 72 hours of identification or notification.
 - Medium and Low severity vulnerabilities shall be remediated within 15 to 30 days, depending on risk and impact assessment.
 - In cases where immediate remediation is not feasible, the vendor shall implement appropriate compensating controls and obtain written approval from Tata Power Information Security Team.

2.8.9 Compliance & Certification Evidence

- ❖ The vendor shall provide valid and current certification reports for ISO 27001, SOC 2 Type II, and any other claimed certifications. Tata Power reserves the right to review audit reports

2.9 Vendor Security, Risk & Compliance Obligations

2.9.1 Breach Liability & Legal Accountability

- ❖ The vendor shall be fully liable for any data breach or security incident attributable to the solution, including regulatory penalties, legal costs, and remediation expenses.
- ❖ The vendor must notify Tata Power's CISO/Incident Response team of any confirmed or suspected breach within 6 hours of detection.

2.9.2 Right to Audit

- ❖ Tata Power reserves the right to conduct security, privacy, and compliance audits of the vendor and its subcontractors during the contract period.

2.9.3 Subcontractor & Third-Party Risk

- ❖ The vendor shall disclose all subcontractors and third-party dependencies. No subcontractor shall process Tata Power data without prior written approval.

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2.9.4 Regulatory & DPDP Compliance Mapping

- ❖ The vendor shall provide a documented mapping of the solution’s capabilities against DPDP Act 2023 requirements.

2.9.5 Exit, Data Return & Secure Deletion

- ❖ Upon termination or expiry of the contract:
 - Vendor shall provide a legally binding Data Destruction Certificate.
 - Tata Power reserves the right to audit data deletion.

2.10 Expected Implementation deliverables:

- ❖ Maintain detailed documentation of the implementation process, configurations, version updates and any customizations made
- ❖ Detailed pre-requisites, dependencies, assumptions, risks
- ❖ Project Management Plan
- ❖ Meeting Briefings/Presentations
- ❖ Status Reports (Weekly, Monthly, Quarterly)
- ❖ Test Plan Strategy
- ❖ Test Cases (Dev, UAT & Production)
- ❖ Uptime reports
- ❖ Ensure stability of the services (including application migration/role-back plan in case of failure)
- ❖ Three Environments (Dev, UAT & Production)
- ❖ Create and / or update the requirement documents
- ❖ Create and/or update design documents (HLD, LLD)
- ❖ Maintain the bug, lesson learn tracker
- ❖ VA & PT closure of the tool before go live in Tata Power Company DC/DR.

2.11 Project Closure:

- ❖ Review the project against initial objectives and goals.
- ❖ Conduct a lesson learned session to identify areas for improvement.
- ❖ Training and Certification
- ❖ Hand over ongoing maintenance and monitoring to the tool operation team.

Upon termination or expiry, vendor shall provide complete data export, configuration handover, documentation, and transition support at no additional cost ensuring zero disruption to DPDP compliance.

2.12 Project Timelines

The successful bidder should complete installation of following modules within 20 weeks from the date of acceptance of Purchase Order. Non-receipt of acceptance of PO within 7 days of issuance shall be deemed accepted. The bidder should adhere to the project schedule as stipulated in the below table below. Failure to do so would be liable for LD as stated in the bid, unless Tata Power Company grant an extension to the bidder

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in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of Tata Power Company to grant such an extension. The project timelines from the date of acceptance of the Purchase Order as under:

S. No	Activities	Duration
1	Consent Management	16 Weeks
2	Privacy Notice	
3	Data Subject Rights Management	
4	Data Discovery and Classification	
5	Data Breach Management	
6	Privacy-by-Design	
7	Data Protection Impact Assessment	
8	Third Party Privacy Risk Management	
9	Privacy Risk Management	
10	Personal Data Inventory / DFDs	
11	UAT and go live	1 Month
12	Hypercare Support	6 Months

3. Evaluation Criteria

#	Category	Evaluation Criteria	Score	Max Score
	Company (Indian / Foreign) and Local Presence	<ul style="list-style-type: none"> Entity registered in India under the applicable laws, having registered office in India and been in continuous operation for more than 7 years from a place of business in India 	6	
		<ul style="list-style-type: none"> Entity registered in India under the applicable laws, having registered office in India and been in continuous operation more than 5 years from a place of business in India 	4	
		<ul style="list-style-type: none"> Foreign entity having local or branch in India under the applicable laws, and has been in continuous 	5	

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1		operation for more than 7 years from a place of business in India		6	
		<ul style="list-style-type: none"> Foreign entity having local or branch in India under the applicable laws, and has been in continuous operation for more than 5 years from a place of business in India 	3		
2	SI-OEM / OEM direct dealing	A: For SI- OEM partnership		6	
		<ul style="list-style-type: none"> for more than 3 years before RFP date 	6		
		<ul style="list-style-type: none"> Above 1 year up to 3 years before RFP date 	4		
		<ul style="list-style-type: none"> Above 6 months up to 1 year before RFP date 	2		
		B: For OEM Direct bidding			
		<ul style="list-style-type: none"> Privacy Automation platform for more than 3 years before RFP date 	6		
3	SI-OEM Reseller Partnership / OEM direct Dealing	<ul style="list-style-type: none"> OEM direct dealing and has privacy automation platform that has been in use for more than 5 years before RFP date 	6	6	
		<ul style="list-style-type: none"> OEM direct dealing and has privacy automation platform that has been in use for more than 3 years up to 5 years before RFP date 	2		
		<ul style="list-style-type: none"> SI-OEM reseller has formal relationship (Agreement) in place for more than five years in the future from the date of issuance of Purchase Order by the Tata Power Company 	6		
		<ul style="list-style-type: none"> SI-OEM has formal relationship (Agreement) in place for more than three years up to five years in the future from the date of issuance of Purchase Order by the Tata Power Company 	2		
4	Financial Strength (Turnover) of SI-OEM/ OEM dealing directly	<ul style="list-style-type: none"> Demonstrated annual turnover from audited financials 	5	5	
		<ul style="list-style-type: none"> More than or equal to ₹250 Crore or in case of MSME enterprises Above INR 200 Crore 	5		
		<ul style="list-style-type: none"> Above ₹ 100 Crore and less than ₹250 Crore or in case of MSME enterprises Above INR 50 Crore 	4		

#	Category	Evaluation Criteria	Score	Max Score
		Commitment to provide platform support		
		<ul style="list-style-type: none"> OEM – Direct implementation & minimum support of 5 years in the future from the date of Go-live 	6	
		<ul style="list-style-type: none"> OEM – Direct implementation & minimum support of 3 years in the future from the date of Go-live 	2	

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5	Platform support	<ul style="list-style-type: none"> OEM & Bidder commit to minimum support of 5 years in the future from the date of Go-live 	6	6
		<ul style="list-style-type: none"> OEM & Bidder commit to minimum support of 3 years in the future from the date of Go-live 	2	
6	Net Profit Stability of SI-OEM / OEM dealing directly	Profitability as on 31.01.2026 or Net worth Criteria		4
		<ul style="list-style-type: none"> Positive in all 5 years or Net Worth has not eroded by more than 30% 	4	
		<ul style="list-style-type: none"> Positive in any 3 years out of 5 years or Net Worth has not eroded by more than 30% 	3	
7	Implementation Experience	Number and relevance of global implementations including India preferably for Public /Private Power Utilities or more as on 31.01.2026		20
		<ul style="list-style-type: none"> Above 5 number of privacy governance automation implementation projects completed or in process that include SL No 1,2,4,5,8,9 or all features mentioned in the scope 	20	
		<ul style="list-style-type: none"> More than 3 up to 5 numbers of privacy governance automation implementation projects completed or in process that include SL No 1,2,4,5,8,9 or all features mentioned in the scope 	15	
8	PO in Hand / Work in Progress	Evidence of recent similar project delivery in India or abroad		12
		<ul style="list-style-type: none"> Completed or in process for more than 6 months. 	12	
		<ul style="list-style-type: none"> Completed or in process for more than 3 months. 	8	
9	NeGD-MeitY Code for Consent	OEM or SI shortlisted in 'Code for Consent: The DPDP Innovation Challenge' led by the Ministry of Electronics and Information Technology (MeitY) and the National e- Governance Division (NeGD)		8
		<ul style="list-style-type: none"> Product platform has all features as mentioned under 'Scope of Work' section of this RFP 	8	
		<ul style="list-style-type: none"> Product platform has at a minimum feature mentioned in Sr. No. 1, 2, 4, 5, 8, 9) mentioned under 'Scope of Work' section of this RFP 	5	

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#	Category	Evaluation Criteria	Score	Max Score
10	Consultancy Experience	Experience in delivering similar projects preferably having exposure in BFSI sector		8
		<ul style="list-style-type: none"> More than 7 years 	8	
		<ul style="list-style-type: none"> 5 years and up to 7 years 	5	
11	Functional Coverage Functional Coverage	Breadth of features offered vs. that are mentioned under the 'Scope of Work' section in this RFP.		12
		<ul style="list-style-type: none"> All the eleven features are ready to deploy and use 	12	
		<ul style="list-style-type: none"> Minimum required six features are available ready to deploy and use viz. Sr. No. 1, 2, 4, 5, 8, 9 	8	
		<ul style="list-style-type: none"> Partial (three to four) features with mandatory Sr. No. 1 & 2 are ready to deploy and use 	3	
12	Compliance & Security Standards	Adoption of data privacy and security standards		7
		<ul style="list-style-type: none"> ISO/IEC 27001:2022, ISO/IEC 27701:2019, or SOC 2 Type 2 (Certificate not older than 6 months) 	7	
		<ul style="list-style-type: none"> ISO/IEC 27001:2022, ISO/IEC 27701:2019, 	5	
		<ul style="list-style-type: none"> ISO/IEC 27001:2022 	3	

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4. PAYMENT TERMS & MILESTONES

1. No advance payment will be released against purchase order.
2. The company shall make payments only after the signing of the contract, execution of the Non- Disclosure Agreement (NDA), and submission and acceptance of the Performance Bank Guarantee (PBG).
3. Payments shall be made in tranches linked to deliverables and milestones, as follows:

Milestone No	Milestone Name	Key Deliverables	Timeline (from PO Date)	Payment Percentage
M1	Contract Signing & Project Kick-off	Signed contract, project plan, governance model, finalized scope	T0 + 2 weeks	10%
M2	Solution Design & Architecture Finalization	Solution architecture, DPDP mapping, integration & security design	T0 + 4 weeks	10%
M3	Platform Setup & Core Configuration	Platform setup, multi-tenant configuration, policy library	T0 + 8 weeks	15%
M4	Integration & Customization	Integration with Billing, CP, CRM, legacy systems, APIs	T0 + 12 weeks	20%
M5	UAT & Compliance Validation	UAT sign-off, audit logs, consent lifecycle validation	T0 + 14 weeks	15%
M6	Production Go-Live	Production deployment, cut-over & stabilization sign-off	T0 + 16 weeks	10%
M7	Post Go-Live Support & Knowledge Transfer	Hypercare support, training, SOPs, KT documents	Post completion of Hyper	10%
M8	Release of retention amount	Closure of Audit and compliance certificate on functional and security aspects	On completion of post live final audit and certification	10%

- **Retention Clause: 10% of the total contract value shall be retained and released, post final audit and certification.**
- Invoices shall be raised upon completion of each phase and shall be payable within 90 days of submission.



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- LD @10% of cumulative milestone value shall be deducted for not meeting the timeline. Waiver of LD can be approved by PO manager on merit of such requests.
- Taxes: Applicable GST shall be paid extra as per prevailing rates.
- Tata Power Company will not be paying any out of pocket expenses or travelling expenses relating to implementation of the project

4.1 WARRANTY/ HYPER-CARE PERIOD

The Successful Bidder shall offer onsite comprehensive warranty for the Platform/ Solution against all defects arising out of faulty design, materials and workmanship from the date of duly signed Acceptance Certificate and upon commissioning of the system through each phase. Thus, platform will be under hyper-care for a period of 6 Months from the date of Go live, during which the vendor will be required to resolve all the issues free of cost.

Upon completion of the Warranty/Hyper-care period, the Vendor shall provide uninterrupted support for the platform for a duration of two (2) years and six (6) months. The Vendor is required to enter into a formal support agreement with the Tata Power Company, adhering to the company's terms and conditions, to ensure the seamless operation of the Platform. The Bidder/Vendor shall deliver service and support of the highest standards to meet this objective.

The license subscription shall be subject to renewal upon the conclusion of the contract period, based on mutually agreed terms at that time.



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5. SLA & PENALTY MATRIX

Sl. No.	Service Parameter	Target SLA	Measurement	Penalty
1	Platform Availability	≥99.9%	Monthly	Uptime calculation and penalty is given in 1.5 below
2	Critical Incident Response	≤30 minutes	Per incident	10% of PO value
3	High Severity Incident Response	≤2 hours	Per incident	7% of PO value
4	DSR Processing Support	As per DPDP Act	Per request	As decided by Tata Power
5	Regulatory Change Enablement	≤30 days	Per change	As per contract
6	Notify Tata Power’s CISO/Incident Response team of any confirmed or suspected breach	6 Hours	Per incident	As per DPDP Act

- 1.1 Once the Bid of the successful bidder is accepted by the Tata Power Company, the Bidder shall enter into a Service Level Agreement (SLA) with the Tata Power Company, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- 1.2 The bidder should adhere to timelines as described in project plan and any deviation in product, Development and production support attracts penalty.
- 1.3 The contract will be for a period of 1 year (including 24 weeks of Implementation of the solution).
- 1.4 Tata Power may inspect facilities of successful bidder during the contract period.
- 1.5 The uptime and penalty for not meeting penalty will be calculated as below:

$$\% \text{ Uptime} = \frac{[\text{Total No. of hrs. in the month} - \text{No. of hrs. impacted in the month}]}{\text{Total No. of hrs. in the month}} \times 100$$

Level of Uptime Per Month	Penalty Charges
99.90% and above	No Penalty
99% and above but below 99.90%	2% of total annual project cost



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95% and above but below 99%	5% of total annual project cost
90% and above but below 95%	7% of total annual project cost
90% and below	10% of total annual project cost

- 1.6 Bidder must arrange sufficient resources ONSITE for this project for maintaining and day to day operation of the tool/solution offered, failing to which Tata Power Company will impose penalty of Rs 2000.00 (Two Thousand) Per resource per day during the support period (Hypercare 0.5 Years + Support Period of 2.5 Years). In case of absence of any of the resource, standby manpower shall be provided by the vendor of equivalent or higher qualification to meet the agreed strength for each team. If Tata Power Company is not satisfied with the performance of the standby personnel, Tata Power Company may not accept such standby manpower

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Annexure

Vendor to give compliance in Yes/ No against each row.

1. Consent Governance				
No.	Module	Sub Module	Capability	Compliance (Yes/No)
1	Consent Governance	Notice & Consent Design	The system should have Templates for granular, purpose-based consent notices aligned to DPDP Act requirements.	
2	Consent Governance	Notice & Consent Design	The system should have multi-purpose support: primary, secondary, and conditional purposes.	
3	Consent Governance	Notice & Consent Design	The system should have multi-language support (22 Schedule 8 languages) with built-in translation workflows.	
4	Consent Governance	Notice & Consent Design	The system should have the capability to open the consent notice in a specific default language (not English), with the option to change to another language.	
5	Consent Governance	Notice & Consent Design	The system should have Accessibility-compliant (WCAG 2.1 AA) notice layouts for web, mobile, and assisted channels.	
6	Consent Governance	Notice & Consent Design	The system should have Configurable UI/UX themes for consistent branding across journeys.	
7	Consent Governance	Notice & Consent Design	The system should have Maker-Checker flows for notice drafting, approval, and publishing.	
8	Consent Governance	Notice & Consent Design	The system should have Version control on the taxonomy to publish each change within a controlled environment having an overall view on the implications it would make on the “published” business process and associated data principals.	
9	Consent Governance	Notice & Consent Design	The system should have the option to select from various pre-configured notice themed templates that suit your business best.	
10	Consent Governance	Consent Lifecycle Management	The system should have the capability to capture consents across web, app, call-center, and offline channels. Enable explicit consent collection, storage, and retrieval across all identified channels, including websites, mobile apps, other digital platforms, third party platforms/applications and physical forms subsequently digitized.	

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1. Consent Governance				
No.	Module	Sub Module	Capability	Compliance (Yes/No)
11	Consent Governance	Consent Lifecycle Management	The system should have the capability to manage all consent states – granted, revoked, expired, and renewed.	
12	Consent Governance	Consent Lifecycle Management	The system should have the capability to capture retrospective consents for existing customers/data, with options of both - deemed consent and re-consent.	
13	Consent Governance	Consent Lifecycle Management	The system should have versioning to track updates to notices and purposes.	
14	Consent Governance	Consent Lifecycle Management	The system should have Bulk consent orchestration (e.g., re-collection drives for regulatory changes).	
15	Consent Governance	Consent Lifecycle Management	The system should have Time-bound consent expiry & reminders based on business rules.	
16	Consent Governance	Consent Lifecycle Management	The system should have capability to establish a consent lifecycle for parent-child and guardian - PwD along with verifiable parental credentials.	
17	Consent Governance	Consent Receipts & Audit Trails	The system should have capability to generate automated consent receipts issued to data principals after every grant/revoke action.	
18	Consent Governance	Consent Receipts & Audit Trails	The system should have QR-code and digital signature support for authenticity.	
19	Consent Governance	Consent Receipts & Audit Trails	The system should have Immutable logs of consent actions for audit-readiness.	
20	Consent Governance	Consent Receipts & Audit Trails	The system should have exportable reports for DPOs, auditors, and regulators.	
21	Consent Governance	Consent Receipts & Audit Trails	The system should have tamper-proof storage ensuring accountability.	

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22	Consent Governance	Consent Receipts & Audit Trails	The system should create immutable consent artefacts as per MeitY's Electronic Consent Framework.	
23	Consent Governance	Consent Receipts & Audit Trails	The system should be able to maintain a centralized repository for consent collected via third-party platforms.	

1. Consent Governance				
No.	Module	Sub Module	Capability	Compliance (Yes/No)
24	Consent Governance	Integration & Enforcement	The system should have APIs & SDKs to embed consent capture into apps, CRMs, and digital journeys.	
25	Consent Governance	Integration & Enforcement	The system should have capability of real-time consent enforcement at point of data collection or processing.	
26	Consent Governance	Integration & Enforcement	The system should have the capability to integrate with Processors to propagate consent downstream.	
27	Consent Governance	Integration & Enforcement	The system should have event-based triggers (webhooks) to update systems when consent is revoked/expired.	
28	Consent Governance	Integration & Enforcement	The system should have offline-to-digital reconciliation for scanned forms, call logs, and assisted journeys.	
29	Consent Governance	Privacy Automation & Compliance	The system should have RoPA auto-population by linking consent purposes to processing records.	
30	Consent Governance	Privacy Automation & Compliance	The system should have DPRM fulfilment integrated with consent checks.	
31	Consent Governance	Privacy Automation & Compliance	The system should have grievance redressal workflows mapped to DPDP timelines.	
32	Consent Governance	Privacy Automation & Compliance	The system should have consent-policy checks (e.g., purpose limitation, data minimization) automated.	
33	Consent Governance	Privacy Automation & Compliance	The system should have integration with DPIA tools for risk evaluation of new consent journeys.	
34	Consent Governance	Advanced Analytics & Governance	The system should have dashboards with insights on consent status, trends, and revocations.	
35	Consent Governance	Advanced Analytics &	The system should have Purpose-level analytics – which purposes are most accepted or revoked.	

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		Governance		
36	Consent Governance	Advanced Analytics & Governance	The system should have Channel-level insights – consent drop-offs in web vs app vs call center.	
37	Consent Governance	Advanced Analytics & Governance	The system should have Language-level adoption metrics – tracking multilingual notice engagement.	
38	Consent Governance	Advanced Analytics & Governance	The system should have Anomaly detection – sudden spikes in revocations or low acceptance rates.	
39	Consent Governance	Advanced Analytics & Governance	The system should have Data principal behaviour insights – frequency of revocations, consent fatigue signals.	
40	Consent Governance	Trust & Compliance Readiness	The system should have End-to-end DPDP compliance workflows from notice design → consent capture → audit.	
41	Consent Governance	Trust & Compliance Readiness	The system should have Regulatory reporting packs (DPDP, RBI, SEBI, IRDAI, TRAI or sectoral formats).	
42	Consent Governance	Trust & Compliance Readiness	The system should have Cross-border consent support (for Indian entities with global processing).	
43	Consent Governance	Trust & Compliance Readiness	The system should have Customizable consent taxonomies for alignment with sectoral regulators.	
44	Consent Governance	Trust & Compliance Readiness	The system should have Identity binding – ensuring consent is tied to the correct data principal across systems.	
45	Consent Governance	MeitY's BRD for Consent Management	The platform must have all the functionalities and objectives at a minimal aligned to the Business Requirements Documents issued by NeGD a division under MeitY on April 15, 2025 available on https://msh.meity.gov.in/whatsnew/ Business Requirement Document For Consent Management.	
46	Consent Governance	MeitY's BRD for Consent Management	The system must have the capability to adapt to any future regulatory requirements issued by DPBI/ MeitY/ RBI or any Regulatory Agencies under the DPDP Act, 2023.	

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47	Consent Governance	Scalability	The solution should be scalable to handle increasing volumes of consent data as the organization grows.	
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2. Data Principal Rights Management				
No	Module	Sub Module	Capability	Compliance (Yes/No)
48	Data Principal Rights Management	Request Intake & Verification	The system should have multi-channel intake (web forms, apps, email, call center, physical and assisted flows).	
49	Data Principal Rights Management	Request Intake & Verification	The system should have Categorization by request type (access, correction, deletion, or revocation).	
50	Data Principal Rights Management	Request Intake & Verification	The system should have a self-serve portal for consent revocation.	
51	Data Principal Rights Management	Request Intake & Verification	The self-serve portal should be integratable with the existing customer-facing apps like Customer portal app, Customer's website login.	
52	Data Principal Rights Management	Request Intake & Verification	The system should have Customizable request types to support organization-specific workflows.	
53	Data Principal Rights Management	Request Intake & Verification	The system should have Automated initiation of consent-update requests based on lifecycle events.	
54	Data Principal Rights Management	Request Intake & Verification	The system should have Automatic notification triggers before consent expiry to ensure continued compliance.	
55	Data Principal Rights Management	Request Intake & Verification	The system should have Data Principal authentication mechanisms for Data Fiduciaries using MFA and SFA, if needed.	
56	Data Principal Rights Management	Automated Orchestration	The system should have Connects to Privy Data Compass and Consent Governance to fetch relevant information related to PII storage locations, consent records, and related taxonomy mapping.	
57	Data Principal Rights Management	Automated Orchestration	The system should have Processor-wise routing to ensure downstream vendors comply with deletion/rectification requests.	
58	Data Principal Rights Management	Automated Orchestration	The system should have Timelines and SLA tracking are aligned with DPDP Act requirements.	

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59	Data Principal Rights Management	Automated Orchestration	The system should have One-click consent update and withdrawal across all connected systems.	
60	Data Principal Rights Management	Automated Orchestration	The system should have Automated escalation email triggers in the event of SLA breach.	
61	Data Principal Rights Management	Case Management & Collaboration	The system should have Centralized queue for all requests with status tracking.	
62	Data Principal Rights Management	Case Management & Collaboration	The system should have Maker-checker flows for approvals and escalations.	
63	Data Principal Rights Management	Case Management & Collaboration	The system should have Assign tasks across privacy, IT, and business teams.	
64	Data Principal Rights Management	Response & Delivery	The system should have Auto-generate responses in standard templates.	
65	Data Principal Rights Management	Response & Delivery	The system should have Provide Data Principals with downloadable reports of their consents.	
66	Data Principal Rights Management	Response & Delivery	The system should have One-click updates to correct or delete data across systems.	
67	Data Principal Rights Management	Response & Delivery	The Data Principal Rights Management portal should have Multi-lingual support for all 22 languages for data principals to view and exercise their rights - updation, renewal, revocation.	
68	Data Principal Rights	Response & Delivery	The system should have Ability to download updated consent receipts in regional languages.	
69	Data Principal Rights Management	Response & Delivery	The system should have Encrypted chat enabled for data principals and agents for seamless collaboration.	
70	Data Principal Rights Management	Audit & Analytics	The system should have Logs of every request and action taken.	
71	Data Principal Rights Management	Audit & Analytics	The system should have Dashboards for volume, type, and SLA adherence.	

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72	Data Principal Rights Management	Audit & Analytics	The system should have Reports for regulators, boards, and DPOs.	
73	Data Principal Rights Management	Audit & Analytics	The system should have Timeline of consent-based activity undertaken by Data Principals.	

3. Cookie Manager

No.	Module	Sub Module	Capability	Compliance (Yes/No)
74	Cookie Manager	Consent Banner & Preference Center	The system should have Fully customizable banners — inline, pop-up, or footer.	
75	Cookie Manager	Consent Banner & Preference Center	The system should have Multilingual (22 Indian languages + English) translation on the Cookie Banner, with easy switch toggles.	
76	Cookie Manager	Consent Banner & Preference Center	The system should have Granular choice management with clear purpose descriptions.	
77	Cookie Manager	Cookie Discovery & Classification	The system should have Automated scanning of websites to identify all cookies and trackers.	
78	Cookie Manager	Cookie Discovery & Classification	The system should have Classification into regulatory categories (necessary, functional, etc.).	
79	Cookie Manager	Cookie Banner Customization	The system should have Fully customizable banner design with configurable layout, fonts, text color, button color, and visual styling.	
80	Cookie Manager	Cookie Banner Customization	The system should ensure the brand language and identity remain consistent across all consent touchpoints.	
81	Cookie Manager	Cookie Banner Customization	The system should enable a seamless, native, and trust-enhancing user experience through precise design control.	
82	Cookie Manager	Cookie Banner Customization	The system should be built to maintain regulatory compliance while giving complete creative freedom.	
83	Cookie Manager	Cookie Autoblocking	The system should automatically detect and blocks cookies, trackers, and scripts until valid user consent is obtained.	

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84	Cookie Manager	Cookie Autoblocking	The system should guarantee that no unauthorized technologies execute prior to consent, supporting strict privacy-by-default practices.
85	Cookie Manager	Cookie Autoblocking	The system should continuously identify the source, category, and purpose of cookies to enforce compliant behavior.
86	Cookie Manager	Policy Monitoring & Alignment	The system should have Automated checks between live cookies and your published cookie policy.
87	Cookie Manager	Policy Monitoring & Alignment	The system should alert gaps (e.g., undeclared trackers, outdated policy versions).
88	Cookie Manager	Policy Monitoring & Alignment	The system should have the capability to easily publish workflows to keep policies up to date.
89	Cookie Manager	Integrations & Enforcement	The system should have Native support for Google Tag Manager to implement Google consent mode for all your tags.
90	Cookie Manager	Integrations & Enforcement	IAB-TCF certification should be available.
91	Cookie Manager	Integrations & Enforcement	The system should have Google Consent Mode v2.2 enforcement without breaking analytics or ad conversion flows.
92	Data Protection Impact Assessments (DPIA)	Custom DPIA Templates	The system should have Pre-built, DPDP Act-aligned questionnaires and workflows.
93	Data Protection Impact Assessments (DPIA)	Custom DPIA Templates	The system should be adaptable to sectoral regulators (RBI, SEBI, IRDAI, TRAI) and global frameworks (GDPR, DPDPA).
94	Data Protection Impact Assessments (DPIA)	Custom DPIA Templates	The system should be configured for business-specific risk profiles.
95	Data Protection Impact Assessments (DPIA)	Custom DPIA Templates	The system should have the ability to customize templates based on product-specific use cases and processing scenarios.
96	Data Protection Impact Assessments (DPIA)	Process Orchestration	The system should have workflows for distributing assessments, collecting responses, assigning risks - across multiple actors, within the organization and with 3rd party data processors.

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97	Data Protection Impact Assessments (DPIA)	Process Orchestration	The system should have ML-driven risk scoring highlights high-impact processing.	
98	Data Protection Impact Assessments (DPIA)	Process Orchestration	The system should suggest mitigations are embedded directly into workflows.	
99	Data Protection Impact Assessments (DPIA)	Process Orchestration	The system should trigger workflows to third-party vendors for their inputs.	
100	Data Protection Impact Assessments (DPIA)	Process Orchestration	The system should trigger periodic workflows (half-yearly, yearly, or custom frequency)	
101	Data Protection Impact Assessments (DPIA)	Process & Purpose Mapping	The system should link assessments to business processes, purposes, and sub-purposes.	
102	Data Protection Impact Assessments (DPIA)	Process & Purpose Mapping	The system should auto-launch DPIAs when new business process is added or existing one is modified	
103	Data Protection Impact Assessments (DPIA)	Process & Purpose Mapping	The system should maintain consistent mapping across RoPA and consent notices.	
104	Data Protection Impact Assessments (DPIA)	Process & Purpose Mapping	The system should have visual mind map views of data flows and risks.	
105	Data Protection Impact Assessments (DPIA)	Collaboration & Review	The system should have Maker-checker approvals for internal governance.	
106	Data Protection Impact Assessments (DPIA)	Collaboration & Review	The system should have the ability to assign responsibilities across privacy, security, legal, and business teams.	
107	Data Protection Impact Assessments (DPIA)	Collaboration & Review	The system should have Version control for continuous documentation.	
108	Data Protection Impact Assessments (DPIA)	Collaboration & Review	The system should have multi-respondent flows to allow inputs from multiple teams.	
109	Data Protection Impact Assessments (DPIA)	Collaboration & Review	The system should have Reminder notifications to stakeholders for pending actions or deadlines.	

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110	Data Protection Impact	Reporting & Audit logs	The system should have One-click export of regulator-ready reports.	
111	Data Protection Impact Assessments (DPIA)	Reporting & Audit logs	The system should provide continuous updates to reflect changes in processing activities.	
112	Data Protection Impact Assessments (DPIA)	Reporting & Audit logs	The system should have Evidence packs for the board, auditors, and DPOs.	

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4. Breach Management				
No.	Module	Sub Module	Capability	Compliance (Yes/ No)
113	Breach Management	Multi-Channel Incident Reporting	The system should have the ability to report suspected incidents via UI, external self-service portal, or API.	
114	Breach Management	Multi-Channel Incident Reporting	The system should have support for both internal employees and external stakeholders.	
115	Breach Management	Multi-Channel Incident Reporting	The system should have the ability to automate API intake for centralized incident tracking.	
116	Breach Management	Customizable Workflows & Notifications	The system should have automated, customizable workflows with assignable sub-tasks.	
117	Breach Management	Customizable Workflows & Notifications	The system should have built-in email/SMS notifications throughout the incident lifecycle.	
118	Breach Management	Customizable Workflows & Notifications	The system should have Native integrations with ITSM/project tools like ServiceNow and JIRA.	
119	Breach Management	Breach Categorization & Impact Mapping	The system should be able to categorize incidents: PII breach, processor breach, unauthorized access, etc.	
120	Breach Management	Breach Categorization & Impact Mapping	The system should have the ability to map affected PII fields, processing purposes, and processors involved.	
121	Breach Management	Breach Categorization & Impact Mapping	The system should have Visual Breach Impact Mind map linking PII → processor → consent → DPIA.	
122	Breach Management	Root Cause Analysis Tracker	The system should provide structured RCA fields to log vulnerabilities and remediation steps taken that should eventually be part of the breach report that gets sent to the DPB.	
123	Breach Management	Timeline & Audit Trails	The system should have Time-stamped logs for every action from detection to resolution.	

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124	Breach Management	Timeline & Audit Trails	The system should have Automated tracking of 72-hour notification deadlines.	
125	Breach Management	Timeline & Audit Trails	The system should have Tamper-proof audit trails for regulators and internal reviews.	
126	Breach Management	Regulatory & Data Principal Notifications	The system should have pre-built compliance notice templates aligned with DPDP draft rules, with end-to-end support for intimation to DPB, and CERT-In.	
127	Breach Management	Regulatory & Data Principal Notifications	The system should have Targeted notifications to affected Data Principals only (closed cohort).	
128	Breach Management	Regulatory & Data Principal Notifications	The system should have Customizable templates to communicate material harm clearly.	
129	Breach Management	Severity Scoring & Risk Analysis	The system should be able to auto-calculate breach severity based on type, volume, sensitivity, and harm.	
130	Breach Management	Severity Scoring & Risk Analysis	The system should be able to prioritize incidents for faster triage and resolution.	
131	Breach Management	Severity Scoring & Risk Analysis	The system should be able to feed severity data into enterprise-wide risk dashboards.	
132	Breach Management	Processor Engagement	The system should have Automated workflows to notify processors involved in the breach.	
133	Breach Management	Processor Engagement	The system should be able to collect acknowledgement and remediation proofs directly via the portal.	
134	Breach Management	Processor Engagement	The system should be able to track SLA adherence for breach response obligations in contracts.	

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5. Third Party Management				
No.	Module	Sub Module	Capability	Compliance (Yes/ No)
135	Third Party Management	Vendor Database & Self-Service Portal	The system should have the ability to have a central list of all vendors and service providers.	
136	Third Party Management	Vendor Database & Self-Service Portal	The system should have a secure self-service portal where vendors can complete assessments, upload documentation, and acknowledge obligations.	
137	Third Party Management	Vendor Database & Self-Service Portal	The system should have the ability to add authorized contact details that are maintained for escalation workflows.	
138	Third Party Management	Vendor Database & Self-Service Portal	The system should have Smart reminders and notifications for pending tasks in overall vendor privacy lifecycle management.	
139	Third Party Management	Assessments & Questionnaires	The system should have pre-built, customizable questionnaires aligned with DPDP Act, RBI/SEBI/IRDAI/TRAI, and global standards.	
140	Third Party Management	Ability to import existing organizational templates	The system should have the ability to assign, track, and close assessments with full lifecycle management.	
141	Third Party Management	Ability to import existing organizational templates	The system should have the ability to check evidence uploaded to support the responses.	
142	Third Party Management	Ability to import existing organizational templates	The system should centralize the assessment workflow using audit trails of the assessment lifecycle with clear ownership details.	
143	Third Party Management	Ability to import existing organizational	The system should have Comment functionality for seamless communication between various users involved in the assessment.	
144	Third Party Management	Ability to import existing organizational templates	The system should have Auto-launch assessment by setting up a periodic timer to maintain continuous compliance checks.	
145	Third Party Management	Risk Ratings & Continuous Monitoring	The system should have Baseline privacy and security risk ratings for common vendors.	

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146	Third Party Management	Risk Ratings & Continuous Monitoring	The system should have AI-powered scoring augmented by questionnaire responses and contract metadata.	
147	Third Party Management	Risk Ratings & Continuous Monitoring	The system should have Alerts when vendors miss SLAs for deletion, breach reporting, or access requests.	
148	Third Party Management	Risk Ratings & Continuous Monitoring	The system should have Automated incident workflow for providing evidence to support regulatory reports to be submitted by data fiduciaries.	
149	Third Party Management	Contract Intelligence & Obligation Tracking	The system should have a robust repository with version control for MSAs, DPAs, and addenda.	
150	Third Party Management	Contract Intelligence & Obligation Tracking	The system should have AI-extraction of key clauses (retention, breach, deletion, jurisdiction).	
151	Third Party Management	Contract Intelligence & Obligation Tracking	The system should be able to track deletion acknowledgements and obligations against contractual commitments.	
152	Third Party Management	Contract Intelligence & Obligation Tracking	The system should be able to flag non-compliance with breach or retention clauses.	
153	Third Party Management	Contract Intelligence & Obligation Tracking	The system should have be able to provide overall contract compliance score for each vendor for risk posture	
154	Third Party Management	Contract Intelligence & Obligation Tracking	The system should have Mindmap for the data fiduciary, laying out the vendor tree across the organisation.	
155	Third Party Management	Deletion Request Orchestration	The system should integrate with DPRM (rights requests) and Consent Governance.	
156	Third Party Management	Deletion Request Orchestration	The system should Auto-route deletion requests to processors (manual or automated).	
157	Third Party Management	Deletion Request Orchestration	The system should have the ability for vendors to acknowledge, upload proof (screenshots, logs), and confirm compliance.	
158	Third Party Management	Deletion Request Orchestration	The system should have Mind map-style visualization of processor → PII → purpose → deletion flow.	
159	Third Party Management	Deletion Request Orchestration	The system should auto-purge API in place for the vendors to reduce manual efforts	

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160	Third Party Management	Dashboards & Analytics	The system should have Visual overview of vendor risk posture, active obligations, and expiring contracts.	
161	Third Party Management	Dashboards & Analytics	The system should have SLA performance tracking across all processors.	
162	Third Party Management	Dashboards & Analytics	The system should have Notifications for upcoming renewals and renegotiations.	
163	Third Party Management	Dashboards & Analytics	The system should have Processor-linked activity insights pulled from DSAR, DPIA, and Breach modules.	
164	Third Party Management	Contract Analysis	The system should be able to scan vendor contracts and flag clauses that are vague in nature. The system should also propose any missing terms that could be added, in compliance with DPDP Act	

6. Compliance Co-Pilot

No.	Module	Sub Module	Capability	Compliance (Yes/ No)
165	Compliance Co-Pilot	Monitor privacy across their digital journeys	The system should scan journeys in real time – web or app flows, forms, onboarding journeys, cookies, and trackers.	
166	Compliance Co-Pilot	Monitor privacy across their digital journeys	The system should detect Indian PII accurately – Aadhaar, PAN, Passport, Driving Licenses, financial & health records.	
167	Compliance Co-Pilot	Monitor privacy across their digital journeys	The system should Map PII to declared purposes – automatically generate journey-specific consent notices.	
168	Compliance Co-Pilot	Monitor privacy across their digital journeys	The system should flag compliance gaps – undeclared cookies, hidden trackers, non-compliant privacy policy statements.	
169	Compliance Co-Pilot	Monitor privacy across their digital journeys	The system should Automate compliance checks – DSAR readiness, retrospective consent triggers, grievance redressal workflows.	
170	Compliance Co-Pilot	Monitor privacy across their digital journeys	The system should Accelerate RoPA – by auto-populating fields from detected journeys.	

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171	Compliance Co-Pilot	Monitor privacy across their digital journeys	The system should identify privacy-compromising scripts – detect fingerprinting tools, behavioral tracking scripts, device-profiling technologies, and other covert monitoring mechanisms that compromise user privacy.	
172	Compliance Co-Pilot	Monitor privacy across their digital journeys	The system should have Smart Assessments - Auto-generated and auto-filled assessment out of the scanned digital journey making foundation for upcoming PIAs.	

7. Data Discovery and Classification

No.	Module	Sub Module	Capability	Compliance (Yes/No)
173	Data Discovery & Classification	Discover	The system should Connect to 200+ cloud, on-prem, and endpoint sources or build custom connectors with SDK.	
174	Data Discovery & Classification	Discover	The system should be catalog structured, semi-structured, and unstructured data, including files, images, SaaS, messaging, and email.	
175	Data Discovery & Classification	Discover	The system should be capable of scanning unstructured data such as PDFs, Photos, PPTs to identify and categorize PII.	
176	Data Discovery and Classification	Discover	The system should accurately identify historical versions of Indian-specific identifiers such as Aadhaar, PAN, Voter ID, Driving License belonging to all Indian states	
177	Data Discovery and Classification	Discover	The system should create a persistent and searchable inventory of discovered personal data across systems.	
178	Data Discovery and Classification	Discover	The system should integrate with cloud platforms like AWS S3, Azure Blob, and GCP to scan stored datasets.	
179	Data Discovery and Classification	Discover	The system should support discovery across on-premises, cloud, and hybrid environments.	
180	Data Discovery and Classification	Discover	The system should support a wide variety of file types including CSV, XLSX, PDF, TXT, JSON, DOCX, and image-based formats (via OCR).	
181	Data Discovery and Classification	Discover	The system should allow recurring scans and maintain detailed logs of scan results and changes over time.	

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182	Data Discovery and Classification	Discover	The system must have the capability of scanning, identifying and categorizing PII data of endpoints as well.	
183	Data Discovery and Classification	Discover	The system should Identify risks such as PII in insecure locations, excessive access, or policy violations.	
184	Data Discovery and Classification	Accurate Indian PII Discovery	The system should Detect Aadhaar, PAN, Voter ID, Passports, Driving Licenses (all states, old & new formats), bank records, bills.	
185	Data Discovery and Classification	Accurate Indian PII Discovery	The system should have Object-based AI reduces false positives vs regex-based detection.	
186	Data Discovery and Classification	Accurate Indian PII Discovery	The system should combine pattern-based detection (e.g., regex) with NLP and AI/ML models to reduce false positives.	

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8. Data Discovery and Classification				
No.	Module	Sub Module	Capability	Compliance (Yes/ No)
187	Data Discovery and Classification	Accurate Indian PII Discovery	The system should have Recognition of historic/state-level identity formats.	
188	Data Discovery and Classification	Accurate Indian PII Discovery	The system should be alert when a new sensitive PII is added to a previously scanned source.	
189	Data Discovery and Classification	Automated Lineage	The system should be able to visualize how PII moves across systems and processes.	
190	Data Discovery and Classification	Automated Lineage	The system should Apply context and sensitivity tags for improved lineage and reporting.	
191	Data Discovery and Classification	Endpoint Coverage	The system should support Agent-based deployment of laptops and desktops.	
192	Data Discovery and Classification	Endpoint Coverage	The system should support Continuous monitoring with policies for quarantine, password protection, and encryption.	
193	Data Discovery and Classification	Privacy Automation	The system should be able to flag any cross-border data transfers.	
194	Data Discovery and Classification	Privacy Automation	The systems should have role-based access control on the module level.	
195	Data Discovery and Classification	Control	The system should apply policies like data minimization, retention, and access governance.	
196	Data Discovery and Classification	Control	The system should Remediate risks (stale, overexposed, or misplaced data) via native or 3rd-party integrations.	
197	Data Discovery and Classification	Control	The system should Automate redaction, masking, quarantining, archival, or encryption -(PET)	
198	Data Discovery and Classification	Control	The system should Assess and respond to breaches with DPDP Act-ready workflows.	
199	Data Discovery and Classification	Enable	The system should Automate privacy workflows: mapping, PIAs, DSARs, notices, and retention.	



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ANNEXURE III
Schedule of Deviations

*Bidders are advised to refrain from taking any deviations on this TENDER. Still in case of any deviations, all such deviations from this tender document shall be set out by the Bidders, Clause by Clause in this schedule and submit the same as a part of the **Technical Bid**.*

*Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the TPC's specifications:*

S. No.	Clause No.	Tender Clause Details	Details of deviation with justifications

By signing this document, we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Bidder:

Signature:

Name:

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ANNEXURE IV

Schedule of Commercial Specifications

(The bidders shall mandatorily fill in this schedule and enclose it with the offer Part I: Technical Bid. In the absence of all these details, the offer may not be acceptable.)

S.no	Particulars	Bidder's Response
1	Prices Firm or Subject to Variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
2	If Variable Price Variation on Clause given (if Yes indicate the Price Variation Ceiling in %)	Yes / No
3	Delivery Terms Acceptable	Yes / No
4	Guarantee Clause Acceptable	Yes / No
5	Terms of Payment Acceptable	Yes / No
6	Performance Bank Guarantee Acceptable	Yes / No
7	Liquidated Damages Clause Acceptable	Yes / No
8	Bid Validity Acceptable	Yes / No
9	Inspection during Stage of Manufacturing	Yes / No
10	Rebate for Increased Quantity	Yes / No
11	Change in Price for Reduced Quantity	Yes / No

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ANNEXURE V

Checklist of all the documents to be submitted with the Bid.

Bidder has to mandatorily fill in the checklist mentioned below: -

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this RFQ	
3	Company profile/organ gram	
4	Signed copy of this RFQ as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates	
16	Client Testimonial/Performance Certificates	
17	Credit rating/solvency certificate	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	



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ANNEXURE VI

Acceptance Form for Participation in Reverse Auction Event

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process fairer and more transparent, TPC intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:

1. TPC shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. TPC will make every effort to make the bid process transparent. However, the award decision by TPC would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPC, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPC.
6. In case of intranet medium, TPC shall provide the infrastructure to bidders. Further, TPC has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by TPC.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPC site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by TPC.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder



RFQ No.:410063712

ANNEXURE VII
Inspection Test Plan

NA

CONFIDENTIAL



RFQ No.:410063712

Annexure VIII
General Conditions of Contract

Attached as Annexure to this document.

CONFIDENTIAL

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

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

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

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

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

1. Contractor's obligation:

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

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

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

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

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

2. Service Warranties:

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

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

3. Compliance of Local Laws:

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

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

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

4. Owner's Obligation:

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

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

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

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

- 5.2 The Contractor hereby represents and warrants that:

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

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

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

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

6. Title of Property:

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

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

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

7. Work Completion schedule:

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

8. Contract Price and Payment:

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

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

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

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

Rev. date: 25 Jul 2017

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

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

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

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

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

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

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

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

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

9. **Taxes and Duties:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Contract Performance Guarantees (If applicable)

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

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

11. Price Reduction:

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

12. Insurance

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

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

13. Indemnification:

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

14. Indemnity against IPR:

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

15. Free Issue Material:

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

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

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

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

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

16. Relation between parties:

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

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

17. Safety:

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

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

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

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

18. Suspension of Work

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

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

19. Change Management:

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

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

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

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

20. Governing Laws

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

21. Jurisdiction

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

22. Dispute settlement:

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

23. Force majeure:

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

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

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

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

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

24. Sub letting and Assignment

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

25. Limitation of Liability:

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

26. Confidentiality:

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

27. Termination:

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

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

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

27.3.1 The Contractor becomes bankrupt or goes into liquidation.

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

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

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

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

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

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

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

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

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

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

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

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

28. Consequential Damages:

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

29. Environment / ISO 14001 Certification:

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

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

30. Non-Exclusive Agreement

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

31. Severability

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

32. Housekeeping & Removal of scrap:

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

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

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

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

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

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

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

33. Tata Code of Conduct

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

34. Responsible Supply Chain Management:

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

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

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

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

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

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

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

35. Vendor rating:

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

36. Vendor Feedback:

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

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

37. Non-Waiver:

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

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

ESG FRAMEWORK FOR BUSINESS ASSOCIATES

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

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

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

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

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

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

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

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

Responsible Supply Chain Management:

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

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

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

The BA is expected to:

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

Waste Disposal:

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

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

Water Management:

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

Compliance to Law:

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

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

Social Accountability (SA 8000):

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

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

Health and Safety

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

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

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

Grievance Mechanism

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

Data Protection

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

ANNEXURE-I



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

Signature

Business Associate Name

ANNEXURE-II

CORPORATE SUSTAINABILITY POLICY

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

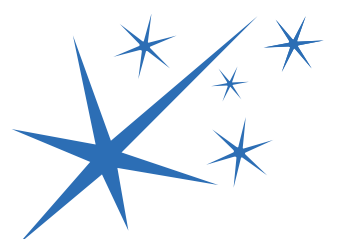
- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



Supplier Code of Conduct

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

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

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

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

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

Do’s

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

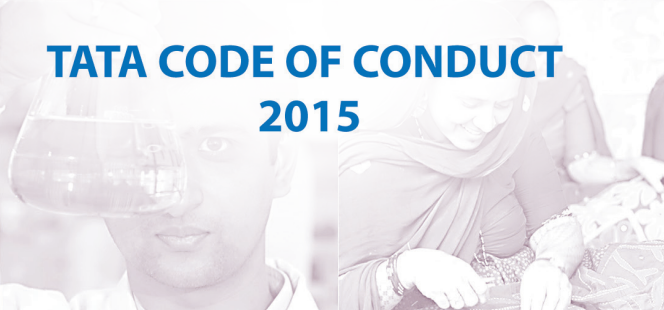
Don’ts

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

Reporting Violations

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

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



**TATA CODE OF CONDUCT
2015**



LEADERSHIP THAT INSPIRES

For over 100 years, the Tata group has been led by visionaries who have stayed true to the vision of the founder, Jamsetji Tata.

A vision that placed the greater good of society at par with business growth.

A vision that put into practice pioneering social initiatives that changed the way responsible business was run.

And a vision that brought into the group a strong social conscience.



We do not claim to be more unselfish, more generous or more philanthropic than other people. But we think we started on sound and straightforward business principles, considering the interests of the shareholders our own, and the health and welfare of the employees, the sure foundation of our success.

Jamsetji Tata
Founder of the Tata group
Chairman (1868 – 1904)

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FOREWORD

Tata companies have consistently adhered to the values and ideals articulated by the Founder for over 150 years. The Tata Code of Conduct was first formalized by Mr Ratan Tata. It articulates the Group's values and ideals that guide and govern the conduct of our companies as well as our colleagues in all matters relating to business. Today, the Code is a bedrock on which we base our individual, as well as leadership commitments to core Tata values.

The Tata Code of Conduct outlines our commitment to each of our stakeholders, including the communities in which we operate, and is our guiding light when we are sometimes faced with business dilemmas that leave us at ethical crossroads. The Code is also dynamic in that it has been periodically refreshed in order to remain contemporary and contextual to the changes in law and regulations. However it remains unaltered at its core.

Our stellar reputation and success as a business entity has been defined by the powerful commitment and adherence to the core values and principles expressed in this Code, by all our employees, directors and partners. I trust every Tata colleague and Tata company will continue to not only comply with the laws and regulations that govern our business interests around the world, but will continue to set new standards of ethical conduct that will generate deep respect and inspire emulation by others.

N. Chandrasekaran

21st February, 2017



A. OUR VALUES

TATA has always been values-driven. The five core values that underpin the way we conduct our business activities are:



INTEGRITY

We will be fair, honest, transparent and ethical in our conduct; everything we do must stand the test of public scrutiny.

UNITY

We will invest in our people and partners, enable continuous learning, and build caring and collaborative relationships based on trust and mutual respect.

RESPONSIBILITY

We will integrate environmental and social principles in our businesses, ensuring that what comes from the people goes back to the people many times over.

PIONEERING

We will be bold and agile, courageously taking on challenges, using deep customer insight to develop innovative solutions.

EXCELLENCE

We will be passionate about achieving the highest standards of quality, always promoting meritocracy.

These universal values serve as the foundation for the Tata Code of Conduct. They find expression within the value system of every Tata company.

B. SCOPE AND PURPOSE OF THIS CODE

1. This Code sets out how we behave with:
 - our employees, or those who work with us;
 - our customers;
 - the communities and the environment in which we operate;
 - our value-chain partners, including suppliers and service providers, distributors, sales representatives, contractors, channel partners, consultants, intermediaries and agents;
 - our joint-venture partners or other business associates;
 - our financial stakeholders;
 - the governments of the countries in which we operate; and
 - our group companies.
 2. In this Code, “we or us” means our company, our executive directors, officers, employees and those who work with us, as the context may require.
 3. The term “our group companies” in this Code typically means companies Tata Sons intends for this Code to apply to, and / or to whom Tata Sons has issued this Code.
 4. This Code sets out our expectations of all those who work with us. We also expect those who deal with us to be aware that this Code underpins everything we do, and in order to work with us they need to act in a manner consistent with it.
-

REMEMBER...

It is our commitment to protect our reputation and our brand equity by adhering to the values and principles set out in this Code. By doing so, we strengthen our unique culture and identity.

OUR CORE PRINCIPLES



The Tata philosophy of management has always been, and is today more than ever, that corporate enterprises must be managed not merely in the interests of their owners, but equally in those of their employees, of the consumers of their products, of the local community and finally of the country as a whole.

J.R.D. Tata

Chairman, Tata Sons (1938 – 1991)

C. OUR CORE PRINCIPLES

1. We are committed to operating our businesses conforming to the highest moral and ethical standards. We do not tolerate bribery or corruption in any form. This commitment underpins everything that we do.
2. We are committed to good corporate citizenship. We treat social development activities which benefit the communities in which we operate as an integral part of our business plan.
3. We seek to contribute to the economic development of the communities of the countries and regions we operate in, while respecting their culture, norms and heritage. We seek to avoid any project or activity that is detrimental to the wider interests of the communities in which we operate.
4. We shall not compromise safety in the pursuit of commercial advantage. We shall strive to provide a safe, healthy and clean working environment for our employees and all those who work with us.
5. When representing our company, we shall act with professionalism, honesty and integrity, and conform to the highest moral and ethical standards. In the countries we operate in, we shall exhibit culturally appropriate behaviour. Our conduct shall be fair and transparent and be perceived as fair and transparent by third parties.
6. We shall respect the human rights and dignity of all our stakeholders.
7. We shall strive to balance the interests of our stakeholders, treating each of them fairly and avoiding unfair discrimination of any kind.
8. The statements that we make to our stakeholders shall be truthful and made in good faith.
9. We shall not engage in any restrictive or unfair trade practices.
10. We shall provide avenues for our stakeholders to raise concerns or queries in good faith, or report instances of actual or perceived violations of our Code.
11. We shall strive to create an environment free from fear of retribution to deal with concerns that are raised or cases reported in good faith. No one shall be punished or made to suffer for raising concerns or making disclosures in good faith or in the public interest.
12. We expect the leaders of our businesses to demonstrate their commitment to the ethical standards set out in this Code through their own behaviour and by establishing appropriate processes within their companies.
13. We shall comply with the laws of the countries in which we operate and any other laws which apply to us. With regard to those provisions of the Code that are explicitly dealt with under an applicable law or employment terms, the law and those terms shall take precedence. In the event that the standards prescribed under any applicable law are lower than that of the Code, we shall conduct ourselves as per the provisions of the Code.

REMEMBER...

“Good faith” means having a reasonable belief that the information you have provided is truthful. It does not mean having ‘all the evidence’ about the potential violation or case reported.

OUR EMPLOYEES



Once you got the best people, the people who shared our values and ideals, we left them free to act on their own. We do not fetter them. We encourage them and give them opportunities for leadership.

J.R.D. Tata

Chairman, Tata Sons (1938 – 1991)

D. OUR EMPLOYEES

Equal opportunity employer

1. We provide equal opportunities to all our employees and to all eligible applicants for employment in our company. We do not unfairly discriminate on any ground, including race, caste, religion, colour, ancestry, marital status, gender, sexual orientation, age, nationality, ethnic origin, disability or any other category protected by applicable law.
2. When recruiting, developing and promoting our employees, our decisions will be based solely on performance, merit, competence and potential.
3. We shall have fair, transparent and clear employee policies which promote diversity and equality, in accordance with applicable law and other provisions of this Code. These policies shall provide for clear terms of employment, training, development and performance management.

Q&A

A job requirement entails extensive travel. One of the candidates has excellent relevant experience and qualifications. However, this candidate is a single parent. As a result, I feel such a situation would significantly hinder this candidate's ability to cope with the job requirement. What should I do?

In accordance with the Code, the decision to recruit an employee should be based upon merit. We cannot make a presumption that the candidate would not be able to meet the travel requirements of the job. All eligible candidates should be provided with equal opportunity to demonstrate or justify that they can cope with the travel requirements of the job. Being a single parent cannot be a ground to be discriminated against at any stage of recruitment or ongoing employment in our company.

REMEMBER...

We do not tolerate harassment in any form and therefore we expect every employee to discourage such misdemeanours in the workplace.

Dignity and respect

4. Our leaders shall be responsible for creating a conducive work environment built on tolerance, understanding, mutual cooperation and respect for individual privacy.
5. Everyone in our work environment must be treated with dignity and respect. We do not tolerate any form of harassment, whether sexual, physical, verbal or psychological.
6. We have clear and fair disciplinary procedures, which necessarily include an employee's right to be heard.
7. We respect our employees' right to privacy. We have no concern with their conduct outside our work environment, unless such conduct impairs their work performance, creates conflicts of interest or adversely affects our reputation or business interests.

Human rights

8. We do not employ children at our workplaces.
9. We do not use forced labour in any form. We do not confiscate personal documents of our employees, or force them to make any payment to us or to anyone else in order to secure employment with us, or to work with us.

Bribery and corruption

10. Our employees and those representing us, including agents and intermediaries, shall not, directly or indirectly, offer or receive any illegal or improper payments or comparable benefits that are intended or perceived to obtain undue favours for the conduct of our business.

REMEMBER...

Violation by even a single employee of any law relating to anti-bribery, anti-corruption, anti-competition, data privacy, etc. could result in severe financial penalties and cause irreparable reputational damage to the company.

Gifts and hospitality

11. Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual conflict of interest or an 'illicit payment'. Therefore, gifts and hospitality given or received should be modest in value and appropriate, and in compliance with our company's gifts and hospitality policy.

Freedom of association

12. We recognise that employees may be interested in joining associations or involving themselves in civic or public affairs in their personal capacities, provided such activities do not create an actual or potential conflict with the interests of our company. Our employees must notify and seek prior approval for any such activity as per the 'Conflicts of Interest' clause of this Code and in accordance with applicable company policies and law.

REMEMBER...

As a general rule, we may accept gifts or hospitality from a business associate, only if such a gift:

- has modest value and does not create a perception (or an implied obligation) that the giver is entitled to preferential treatment of any kind;
- would not influence, or appear to influence, our ability to act in the best interest of our company;
- would not embarrass our company or the giver if disclosed publicly.

The following gifts are never appropriate and should never be given or accepted:

- gifts of cash or gold or other precious metals, gems or stones;
- gifts that are prohibited under applicable law;
- gifts in the nature of a bribe, payoff, kickback or facilitation payment*;
- gifts that are prohibited by the gift giver's or recipient's organisation; and
- gifts in the form of services or other non-cash benefits (e.g. a promise of employment).

(*'Facilitation' payment is a payment made to secure or speed up routine legal government actions, such as issuing permits or releasing goods held in customs.)

Working outside employment with us

13. Taking employment, accepting a position of responsibility or running a business outside employment with our company, in your own time, with or without remuneration, could interfere with your ability to work effectively at our company or create conflicts of interest. Any such activity must not be with any customer, supplier, distributor or competitor of our company. Our employees must notify and seek prior approval for any such activity as per the 'Conflicts of Interest' clause of this Code and in accordance with applicable company policies and law.

Integrity of information and assets

14. Our employees shall not make any wilful omissions or material misrepresentation that would compromise the integrity of our records, internal or external communications and reports, including the financial statements.
15. Our employees and directors shall seek proper authorisation prior to disclosing company or business-related information, and such disclosures shall be made in

accordance with our company's media and communication policy. This includes disclosures through any forum or media, including through social media.

16. Our employees shall ensure the integrity of personal data or information provided by them to our company. We shall safeguard the privacy of all such data or information given to us in accordance with applicable company policies or law.
17. Our employees shall respect and protect all confidential information and intellectual property of our company.
18. Our employees shall safeguard the confidentiality of all third party intellectual property and data. Our employees shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.
19. Our employees shall promptly report the loss, theft or destruction of any confidential information or intellectual property and data of our company or that of any third party.

Q&A

I am an accountant in the finance department of my company. Due to my artistic skills, I received an offer to pen cartoons for a children's publication for which I would receive compensation. I plan to undertake this activity during week-ends. What should I do before accepting this offer?

Before accepting the offer, you should ascertain whether the company policies and rules require you to make a disclosure to your supervisor so that the company may determine whether your undertaking this activity adversely affects our company's interests. On confirmation from the company that it does not do so, you would be free to take up the activity. It is also your duty to bring to the attention of the company whenever there is any change in the situation you have disclosed.

20. Our employees shall use all company assets, tangible and intangible, including computer and communication equipment, for the purpose for which they are provided and in order to conduct our business. Such assets shall not be misused. We shall establish processes to minimise the risk of fraud, and misappropriation or misuse of our assets.
21. We shall comply with all applicable anti-money laundering, anti-fraud and anti-corruption laws and we shall establish processes to check for and prevent any breaches of such laws.

Insider trading

22. Our employees must not indulge in any form of insider trading nor assist others, including immediate family, friends or business associates, to derive any benefit from access to and possession of price sensitive information that is not in the public domain. Such information would include information about our company, our group companies, our clients and our suppliers.

Q&A

Our company has recently announced the launch of a new business initiative. In connection with this, your friend who is a journalist with a leading business newspaper has asked you to provide some information that he could cover in his forthcoming article. He has promised not to quote you, or reveal your identity. Should you be giving him this information?

No. You should not be sharing information of this nature with the media, even if it is assured that the source would remain anonymous. Only authorised personnel in the company are permitted to speak to the media and provide information of this nature.

Our company has a “Use of Social Media” policy that lays down the “dos and don’ts” for use of social media even if you may access such media on your own time. Why is there such a policy?

External communication is a serious matter. It must be carefully managed because information put out with reference to our company or its businesses needs to be clear, truthful and not violate any undertakings we have given to other parties. In each business there are managers nominated to authorise and make different types of statements to the outside world. These managers should be consulted about any request for information you may receive or information you think we should give out.

In using social media, in particular blogs or social networking sites, you should exercise great caution while talking about our company or the business we do. It may feel like you are chatting with friends or expressing a personal opinion but even while doing so you cannot share any confidential information of our company.

REMEMBER...

We must respect the property rights of others by never misusing their assets, intellectual property or trade secrets, including the copying or downloading of unauthorised software, trademarks, copyrighted material or logos. We should never make unauthorised copies of computer software programs or use unlicensed personal software on company computers.

Prohibited drugs and substances

23. Use of prohibited drugs and substances creates genuine safety and other risks at our workplaces. We do not tolerate prohibited drugs and substances from being possessed, consumed or distributed at our workplaces, or in the course of company duties.

Conflicts of interest

24. Our employees and executive directors shall always act in the interest of our company and ensure that any business or personal association *including close personal relationships* which they may have, does not create a conflict of interest with their roles and duties in our company or the operations of our company. Further, our employees and executive directors shall not engage in any business, relationship or activity, which might conflict with the interest of our company or our group companies.
25. Should any actual or potential conflicts of interest arise, the concerned person must immediately report such conflicts and seek approvals as required by applicable law and company policy. The competent authority shall revert to the employee within a reasonable time as defined in our company's policy, so as to enable the concerned employee to take necessary action as advised to resolve or avoid the conflict in an expeditious manner.
26. In the case of all employees other than executive directors, the Chief Executive Officer / Managing Director shall be the competent authority, who in turn shall report such cases to the Board of Directors on a quarterly basis. In case of the Chief Executive Officer / Managing Director and executive directors, the Board of Directors of our company shall be the competent authority.

Q&A

You are responsible for maintaining our company's customer database. One of your friends is starting a business venture and requests you to share a few particulars from this database for marketing purposes of his business. He assures you that he would keep the data as well as his source confidential. Should you do so?

No. You should respect the confidentiality of customer information and not share any part of the database with any person without due authorisation.

You have access to revenue numbers of different business units of our company. While having a conversation with you over evening drinks, your friend enquires about the financial performance of our company. You do not share detailed information with your friend, but share approximate revenue figures. Is this conduct of yours correct?

No, it is not. You are not permitted to share financial information of our company with others who do not need to know this information. Financial information should always be safeguarded and disclosed only on a need-to-know basis after obtaining requisite approvals. Sharing of any price sensitive information that is not generally available with the public could also lead to violation of applicable insider trading laws.

27. Notwithstanding such or any other instance of conflict of interest that exists due to historical reasons, adequate and full disclosure by interested employees shall be made to our company's management. At the time of appointment in our company, our employees and executive directors shall make full disclosure to the competent authority, of any interest leading to an actual or potential conflict that such persons or their immediate family (including parents, siblings, spouse, partner, children) or persons with whom they enjoy close personal relationships, may have in a family business or a company or firm that is a competitor, supplier, customer or distributor of, or has other business dealings with, our company.

REMEMBER...

A conflict of interest could be any known activity, transaction, relationship or service engaged in by an employee, his/her immediate family (including parents, siblings, spouse, partner, and children), relatives or a close personal relationship, which may cause concern (based upon an objective determination) that the employee could not or might not be able to fairly perform his/her duties to our company.

Examples of Potential Conflicts of Interest

A conflict of interest, actual or potential, arises where, directly or indirectly, an employee or executive director:

- (a) engages in a business, activity or relationship with anyone who is party to a transaction with our company;
- (b) is in a position to derive an improper benefit, personally or for any family member or for any person in a close personal relationship, by making or influencing decisions relating to any transaction;
- (c) conducts business on behalf of our company or is in a position to influence a decision with regard to our company's business with a supplier or customer where a relative of, or a person in close personal relationship with, an employee or executive director is a principal officer or representative, resulting in a personal benefit or a benefit to the relative;
- (d) is in a position to influence decisions with regard to award of benefits such as increase in salary or other remuneration, posting, promotion or recruitment of a relative or a person in close personal relationship employed in our company or any of our group companies;
- (e) undertakes an activity by which the interest of our company or our group companies can be compromised or defeated; or
- (f) does anything by which an independent judgement of our company's or our group companies' best interest cannot be exercised.

28. If there is a failure to make the required disclosure and our management becomes aware of an instance of conflict of interest that ought to have been disclosed by an employee or executive director, our management shall take a serious view of the matter and consider suitable disciplinary action as per the terms of employment. In all such matters, we shall follow clear and fair disciplinary procedures, respecting the employee's right to be heard.

Examples of activities normally approved (post-disclosure) as per applicable company policy

Acceptance of a position of responsibility (whether for remuneration or otherwise) in the following cases would typically be permitted, provided the time commitments these demand do not disturb or distract from the employee's primary duties and responsibilities in our company, and are promptly disclosed to the relevant competent authority:

- (a) Directorships on the Boards of any of our group companies, joint ventures or associate companies.
- (b) Memberships/positions of responsibility in educational/professional bodies, where such association will promote the interests of our company.
- (c) Memberships or participation in government committees/bodies or organisations.

Q&A

You are in a relationship with a colleague who has been recently moved into your team and would now be reporting to you. What should you do?

Romantic or close personal relationships with another employee where a reporting relationship exists and one is responsible for evaluating the other's performance, is likely to create a conflict of interest. In such a situation, you would need to report the potential conflict to your supervisor.

Your company is submitting a proposal to a company in which you were previously employed. You have confidential information pertaining to your previous employer, which you believe will help your present employer in winning the contract. Should you share this information?

No. You should not share this information with your company since it relates to confidential information of a third party. Your company respects its employees' duty to protect confidential information that they may have relating to their previous employers.

You are the purchasing manager in the procurement department of your company. You receive an invitation from a supplier to attend a premier sporting event as her guest. This particular supplier is one of the vendors who has submitted a proposal for an open tender issued by your company. Should you accept the invitation?

No. You should not accept the invitation in this instance. Since you are in a key decision-making role for the tender, any unusual benefit that you receive could be perceived as an inducement that could compromise your objectivity.

OUR CUSTOMERS



We have continued to enjoy prosperity, even with adverse times to fight against. Our relations with all concerned are the most friendly. We have maintained the same character for straight-forward dealing with our constituents and customers. Our productions have continued to be of the same high quality, and therefore command the best reputation and realise the highest prices. ... I mention these facts only to point out that with honest and straight-forward business principles, close and careful attention to details, and the ability to take advantage of favourable opportunities and circumstances, there is a scope for success.

Jamsetji Tata

Founder of the Tata group
Chairman, Tata Sons (1868 – 1904)

E. OUR CUSTOMERS

Products and services

1. We are committed to supplying products and services of world-class quality that meet all applicable standards.
2. The products and services we offer shall comply with applicable laws, including product packaging, labelling and after-sales service obligations.
3. We shall market our products and services on their own merits and not make unfair or misleading statements about the products and services of our competitors.

Export controls and trade sanctions

4. We shall comply with all relevant export controls or trade sanctions in the course of our business.

Fair competition

5. We support the development and operation of competitive open markets and the liberalisation of trade and investment in each country and market in which we operate.
6. We shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors.
7. We collect competitive information only in the normal course of business and obtain the same through legally permitted sources and means.

Dealings with customers

8. Our dealings with our customers shall be professional, fair and transparent.
 9. We respect our customers' right to privacy in relation to their personal data. We shall safeguard our customers' personal data, in accordance with applicable law.
-

Q&A

You are the Regional Sales Manager of our company. You have become a member of an “informal group”, on an instant messaging service, whose members are the regional sales heads of our company’s competitors. The administrator of the group has requested an in-person meeting to informally discuss market conditions and brainstorm on “pricing strategy” from an industry perspective. What should you do?

Any meeting with competitors, especially to discuss “pricing strategy”, could be an attempt to promote an anti-competitive practice or manipulate prices. You should respond by declining this invitation and exiting the “informal group”. You should also report this incident to your supervisor and your Legal department.

You are attending a customer meeting with a colleague, and your colleague makes an untruthful statement about the company’s services. What should you do?

You should assist your colleague in correcting the inaccuracy during the meeting if possible. If this is not possible, raise the issue with your colleague after the meeting to enable him/her or the company to correct any misrepresentation made to the customer.

While working on a customer project, you receive a call from your colleague. He used to manage that customer account before you took over his role. He recalls that he had worked with the customer on developing a new ordering system which he thinks would be beneficial for another customer and requests you to send him the project details. What should you do?

You must not share this information without specific approval of the customer; you are not permitted to use a customer’s assets, including software, for another customer or for any personal use.

REMEMBER...

Striving for excellence in the standards of our work and in the quality of our goods and services is a core Tata value. It is the unwavering practice of this value that builds and sustains customer trust in our brand.

OUR COMMUNITIES AND THE ENVIRONMENT



In a free enterprise, the community is not just another shareholder in business but is in fact the very purpose of its existence.

Jamsetji Tata

Founder of the Tata group
Chairman, Tata Sons (1868 – 1904)

F. OUR COMMUNITIES AND THE ENVIRONMENT

Communities

1. We are committed to good corporate citizenship, and shall actively assist in the improvement of the quality of life of the people in the communities in which we operate.
2. We engage with the community and other stakeholders to minimise any adverse impact that our business operations may have on the local community and the environment.
3. We encourage our workforce to volunteer on projects that benefit the communities in which we operate, provided the principles of this Code, where applicable, and in particular the 'Conflicts of Interest' clause are followed.

The environment

4. In the production and sale of our products and services, we strive for environmental sustainability and comply with all applicable laws and regulations.
5. We seek to prevent the wasteful use of natural resources and are committed to improving the environment, particularly with regard to the emission of greenhouse gases, consumption of water and energy, and the management of waste and hazardous materials. We shall endeavour to offset the effect of climate change in our activities.

OUR VALUE-CHAIN PARTNERS



If we had done some of the things that some other groups have done, we would have been twice as big as we are today.
But we didn't, and I would not have it any other way.

J.R.D. Tata

Chairman, Tata Sons (1938 – 1991)

(on the pace of expansion of the Tata group in the 1960s and 70s)

G. OUR VALUE-CHAIN PARTNERS

1. We shall select our suppliers and service providers fairly and transparently.
2. We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
3. Our suppliers and service providers shall represent our company only with duly authorised written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
4. We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
5. We respect our obligations on the use of third party intellectual property and data.

Q&A

You head the procurement function in our company. You have tight budgetary constraints for a project that you are working on. In order to complete the project within the targeted costs, you intend to request your supplier to provide you an exceptional discount on this project order on the understanding that you would “make it up to him” in future orders. Would you be violating the Code?

Yes, you would. Inducement in any form, including future benefits to the supplier, could compromise your ability to act objectively and in the best interests of the company and therefore must be avoided.

REMEMBER...

Our value-chain partners would include our suppliers and service providers, distributors, sales representatives, contractors, channel partners, consultants, intermediaries and agents; joint-venture partners and other business associates.

OUR FINANCIAL STAKEHOLDERS



Ethical behaviour in business – in every sphere and with all constituents – has been the bedrock on which the Tata group has built, and operates, its enterprises. This has been an article of faith for the group ever since its inception, a fundamental element of our cherished heritage and the essence of our way of life.

Ratan Tata

Chairman, Tata Sons (1991 – 2012)

H. OUR FINANCIAL STAKEHOLDERS

1. We are committed to enhancing shareholder value and complying with laws and regulations that govern shareholder rights.
 2. We shall inform our financial stakeholders about relevant aspects of our business in a fair, accurate and timely manner and shall disclose such information in accordance with applicable law and agreements.
 3. We shall keep accurate records of our activities and shall adhere to disclosure standards in accordance with applicable law and industry standards.
-

GOVERNMENTS



Business, as I have seen it, places one great demand on you; it needs you to impose a framework of ethics, values, fairness and objectivity on yourself at all times. It is not easy to do this; you cannot impose it on yourself forcibly because it has to become an integral part of you.

Ratan Tata

Chairman, Tata Sons (1991 – 2012)

I. GOVERNMENTS

Political non-alignment

1. We shall act in accordance with the constitution and governance systems of the countries in which we operate. We do not seek to influence the outcome of public elections, nor to undermine or alter any system of government. We do not support any specific political party or candidate for political office. Our conduct must preclude any activity that could be interpreted as mutual dependence/favour with any political body or person, and we do not offer or give any company funds or property or other resources as donations to any specific political party, candidate or campaign.

Any financial contributions considered by our Board of Directors in order to strengthen democratic forces through a clean electoral process shall be extended only through the Progressive Electoral Trust in India, or by a similar transparent, duly-authorised, non-discriminatory and non-discretionary vehicle outside India.

Government engagement

2. We engage with the government and regulators in a constructive manner in order to promote good governance. We conduct our interactions with them in a manner consistent with our Code.
3. We do not impede, obstruct or improperly influence the conclusions of, or affect the integrity or availability of data or documents for any government review or investigation.

OUR GROUP COMPANIES



I do not think anyone was on par with Jamsetji as an industrial visionary. But that is not the sole reason why I have been an admirer of Jamsetji. The major reason was his sense of values, sterling values, which he imparted to this group. If someone were to ask me, what holds the Tata companies together, more than anything else, I would say it is our shared ideals and values which we have inherited from Jamsetji Tata.

J.R.D. Tata

Chairman, Tata Sons (1938 – 1991)

J. OUR GROUP COMPANIES

1. We seek to cooperate with our group companies, including joint ventures, by sharing knowledge, physical resources, human and management resources and adopting leading governance policies and practices in accordance with applicable law including adherence to competition law, where relevant.
2. We shall strive to achieve amicable resolution of any dispute between us and any of our group companies, through an appropriate dispute resolution mechanism so that it does not adversely affect our business interests and stakeholder value.
3. We shall have processes in place to ensure that no third party or joint venture uses the TATA name/brand to further its interests without proper authorisation.
4. Our Board of Directors shall consider for adoption policies and guidelines periodically formulated by Tata Sons and circulated to group companies.

Q&A

You are in the process of selecting potential vendors for an IT project in our company. In the final shortlist of two companies, one is a new start-up with limited references and a lower price-quotation, while the other is a Tata company with thirty years of implementation experience and good references, but a marginally higher quote for the same job. With all other parameters of choice being nearly equal, which company should you select for the job?

While price is undoubtedly an important criterion for decision making, it is clearly not the only one to be evaluated. You may also need to consider good customer references, proven track record and shared value systems in order to decide on your IT partner.

You are in the process of selecting potential vendors for a project. One of the three finalists is a group company. In reviewing the final proposals, you rank the group company second out of the three proposals based on pricing and total cost of ownership, and select the first-ranked vendor. Is this the right decision?

Yes. You should select the vendor that, on its own merits, is the vendor that is most appropriate for your company's requirements. You should not select a group company only because of its affiliation.

RAISING CONCERNS

We encourage our employees, customers, suppliers and other stakeholders to raise concerns or make disclosures when they become aware of any actual or potential violation of our Code, policies or law. We also encourage reporting of any event (actual or potential) of misconduct that is not reflective of our values and principles.

Avenues available for raising concerns or queries or reporting cases could include:

- immediate line manager or the Human Resources department of our company
- designated ethics officials of our company
- the 'confidential reporting' third party ethics helpline (if available)
- any other reporting channel set out in our company's 'Whistleblower' policy.

We do not tolerate any form of retaliation against anyone reporting legitimate concerns. Anyone involved in targeting such a person will be subject to disciplinary action.

If you suspect that you or someone you know has been subjected to retaliation for raising a concern or for reporting a case, we encourage you to promptly contact your line manager, the company's Ethics Counsellor, the Human Resources department, the MD/CEO or the office of the group's Chief Ethics Officer.

Q&A

My supervisor has asked me to do something which I believe may be illegal. I am afraid if I do not do what I am told, I could lose my job. Should I do it?

No. Breaking the law is never an option. Discuss the situation with your supervisor to be certain that you both understand the facts. If your concerns are not resolved, contact a higher level supervisor, the Ethics Counsellor, the Legal department or report them via the company's confidential reporting system, if available.

I feel that my supervisor is treating me unfairly for reporting a concern to the Ethics Counsellor. What should I do?

Retaliation against anyone who raises a concern is a violation of the Code. You should therefore promptly report this action of your supervisor to the Ethics Counsellor or the MD/CEO of your company or via the company's confidential reporting system, if available.

ACCOUNTABILITY

This Code is more than a set of prescriptive guidelines issued solely for the purpose of formal compliance. It represents our collective commitment to our value system and to our core principles.

Every person employed by us, directly or indirectly, should expect to be held accountable for his/her behaviour. Should such behaviour violate this Code,

they may be subject to action according to their employment terms and relevant company policies.

When followed in letter and in spirit, this Code is 'lived' by our employees as well as those who work with us. It represents our shared responsibility to all our stakeholders, and our mutual commitment to each other.

SPEAK UP...

If you are unsure whether a particular action you are about to take is consistent with the principles set forth in the Code, ask yourself:

- Could it directly or indirectly endanger someone or cause them injury?
- Is it illegal/unlawful or out of line with our policies and procedures?
- Does my conscience reject it? Does it conflict with my personal values?
- Would I feel uncomfortable if the story appeared in the media? Would it shame my company, spouse, partner, parent or child?
- Does it 'feel' wrong?

If the answer to any of these questions is "Yes", please stop and consult your reporting manager, the Ethics Counsellor, the Human Resource department, the Legal department or any member of the senior management team, to assist you in making the decision.

When faced with a dilemma: Stop, Think, Act Responsibly

NOTE

The Code does not provide a comprehensive and complete explanation of all expectations from a company standpoint or obligations from a stakeholder standpoint.

Our employees have a continuing obligation to familiarise themselves with all applicable law, group-level advisories and policies, company-level policies, procedures and work rules as relevant. For any guidance on interpretation of the Code, we may seek support from our company's Ethics Counsellor or from the group's Chief Ethics Officer, as appropriate.

All joint ventures are encouraged to adopt the Tata Code of Conduct (TCOC) or a code of conduct that incorporates all elements of the TCOC.

This version of the Tata Code of Conduct supersedes all earlier versions and associated documents and stands effective from 29th July, 2015.

For any query or clarification on the Code, please contact the office of the group's Chief Ethics Officer via email at: ethicsoffice@tata.com.



TATA CODE OF CONDUCT – 2015

I acknowledge that I have received the Tata Code of Conduct.

I have read the Tata Code of Conduct and I acknowledge that as a Tata employee, I am required to comply with the guidelines described therein and failure to do so may subject me to action as per my employment terms and relevant company policies.

If I have a concern about a violation, or a potential violation of the Tata Code of Conduct, I understand that there are channels available to me in my company to report such concerns. By making use of these channels when necessary, I will play my part in maintaining the high ethical standards to which we hold ourselves.

Signature: _____

Date: _____

Name: _____

Department: _____

Address: _____

(Please submit this declaration to your Ethics Counsellor or the Human Resource department of your company.)



For further information on the Code please contact:
 The Ethics Office,
 Tata Sons Ltd.,
 Bombay House,
 24, Homi Mody Street,
 Mumbai – 400001, India.
 Email: ethicsoffice@tata.com

HEALTH AND SAFETY POLICY

We, at Tata Power, reaffirm our belief that the health and safety of our stakeholders is of the utmost importance and takes precedence in all our business decisions. In pursuit of this belief and commitment, we strive to:

- Maintain and proactively improve our management systems to minimize health and safety hazards to our stakeholders and all others influenced by our activities.
- Comply and endeavour to exceed all applicable occupational health & safety legal and other requirements by setting the highest standards.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels, for improving and sustaining health & safety performance.
- Involve our employees in maintaining a safe and healthy work environment through risk assessments, periodic reviews of operational procedures, safe work methods and adoption of new technology.
- Develop a culture of safety through active leadership and provide appropriate training at all levels to enable employees developing their skills to work safely.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Ensure availability at all times of appropriate resources to fully implement the health & safety policy of the company.
- Promptly report incidents, investigate for root causes and ensure lessons learnt shared and deployed across the company.
- Ensure service providers and their workmen align with company's safety codes and practices for the health and safety of personnel working with us.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve performance.

We shall actively communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.

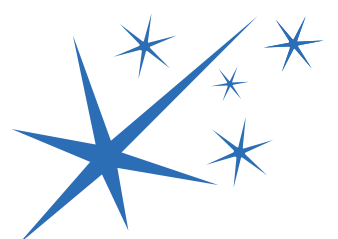


(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER

Lighting up Lives!



CORPORATE ENVIRONMENT POLICY

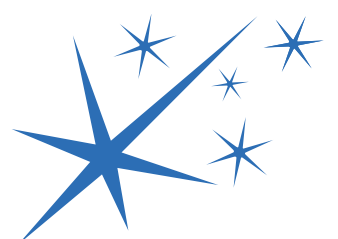
Tata Power is committed to a clean, safe and healthy environment, and we shall operate our facilities in an environmentally sensitive and responsible manner. Our commitment to environmental protection and stewardship will be achieved by:

- Complying with the requirements and spirit of applicable environmental laws and striving to exceed required levels of compliance wherever feasible
- Ensuring that our employees are trained to acquire the necessary skills to meet environmental standards
- Conserving natural resources by improving efficiency and reducing wastage
- Making business decisions that aim towards sustainable development
- Engaging with stakeholders to create awareness on sustainability



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



FORMAT OF EMD – Bid Guarantee BG

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Note: a) Format shall be followed in toto

b) Claim period of six months must be kept. In case of Bank is not ready to give BG for six months and claim period of six months EMD BG valid of one year to be given

c) The guarantee to be accompanied by the covering letter from the bank confirming the signatories to the guarantee on the Bank's letter head.

The Tata Power Co Ltd
34, Sant Tukaram Road
Carnac Bunder,
Mumbai 400 009

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 hereinabove :

- 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.