



RFQ No.: 4100045653

OPEN TENDER NOTIFICATION

FOR

**03 YEARS OLA FOR CUSTOMER RELATION CENTRE AND BILL
COLLECTION CENTRE SERVICES WITH E-CARE SERVICES FOR
TATA POWER DISTRIBUTION IN MUMBAI**

Tender Enquiry No.: 4100045653
Due Date for Bid Submission: 13.05.2025 [17:00 Hrs.]

The Tata Power Company Limited
Mumbai, Maharashtra

RFQ No.: 4100045653

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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	03 years OLA for Customer Relation Centre and Bill Collection Centre Services with E-Care Services for Tata Power Distribution in Mumbai	INR 4.50 Lakh	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 22.04.2025. 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 22.04.2025 to 13.05.2025, 17:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	30.04.2025, 11:00 Hrs Link to Join the meeting: Join the meeting now
(c)	Last Date of receipt of pre-bid queries, if any	29.04.2025, 17:00 Hrs
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	06.05.2025, 17:00 Hrs
(e)	Last date and time of receipt of Bids	13.05.2025, 17:00 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.



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- 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.
- 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

No	Parameter	Tata Power Requirement	Documents to be submitted by vendor to ascertain meeting of Pre-Qualification Requirement
	Bidder's Financial Capability to handle jobs detailed in the Tender		

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	Capability to Handle Job financially if awarded	Average Annual net worth of the bidder for the last three years shall not be less than Rs. 3 Crore.	Bidder to submit Average Annual Turnover during immediately preceding three financial years for which audited annual accounts are available to demonstrate the current soundness of his financial position. Profit and Loss Statements, Balance Sheet, Cash Flow Statements for the Three (3) preceding financial years duly audited and approved by Authorized Audit Firm / CA
Bidder's Technical Capability to handle jobs detailed in the Tender			
1	Relevant experience in managing Services.	The Service Provider should have minimum 5 years' experience preferably with Power Utility of with similar size and nature like Tata Power or any other Utility (Gas/ Water/ Telecom) for Customer Service Operations like Customer Relation Centre / Email Operations. The Service provider must be well versed with local language and area familiarity within Mumbai.	Bidder Service Provider to submit list of jobs and major orders executed for Utilities as the principal contractor (including sub- contracting) with Order Copies, Customer Reference Documents. Bidder must provide relevant details of its operations/ Setup in Mumbai / Suburbs.
2	Capability in managing Services.	Bidder shall have successfully completed above listed work single purchase order at least for 3 projects worth Rs 90 lakhs for the utility	Bidder Service Provider to submit list of jobs and major orders executed for Utilities as the principal contractor (including sub- contracting) with Order Copies, Customer Reference Documents.

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:



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- 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.

1.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for the complete tender BOQ as calculated in Schedule of Items [Annexure I]. TPC however, reserves right to split the order line item wise and/or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item.
- Bidder must 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.

1.1 Price Variation Clause:

The prices shall remain firm during the entire contract period.

2.0 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. 4,50,000/- (Rupees Four Lakhs Fifty Thousand 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:



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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

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



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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:

Lead Engineer Corporate Contracts

Name: Sanjana Ganesh Kamble (She / Her)
Contact No: 9021950281
E-Mail ID: sanjana.kamble@tatapower.com

Group Head Contracts

Name: Prasad N A Deepan (He / Him)
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.



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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.
- 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.



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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.

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.

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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)
8. General Conditions of Contract (Annexure IX)

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

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- 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

As per annexure - II

7.3 Delivery Terms

Services shall start from 1st Oct 2025.

Services shall be available for 3 years from the date of start of service.

7.4 Warranty Period

Not applicable

7.5 Payment Terms

Invoicing shall be done on monthly basis.

100% Payment shall be made within 60 days (45 days for MSME) on submission of correct & error free invoice duly approved by the Order Manager.

7.6 Liquidated Damages

SLA applicable as attached.

7.7 Contract Performance Bank Guarantee (CPBG)

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

7.8 LD / SLA / Performance Requirement and penalties

SLA penalties applicable as per scope of work.



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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

8.0 Specification and standards

As per Annexure II.

9.0 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.

10.0 Safety

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

<http://www.tatapower.com>



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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

Sr No	Item Description (A)	UoM (B)	Period (Months) (C)	Quantity (D)	Year 1		Year 2		Year 3		Total Basic Price (P+Q+R)
					Unit Price (E)	Total P=(C*D*E)	Unit Price (F)	Total Q=(C*D*F)	Unit Price (G)	Total R=(C*D*G)	
1	Customer Service Officers for Operations of CRC & BCC Centre (Payment & Non-Payment Services)	Rs. Per Seat per month	12	35	-	-	-	-	-	-	-
2	Customer Relation Centers Supervisors	Rs. Per Seat per month	12	10	-	-	-	-	-	-	-
3	Support Staff: Team Leader	Rs. Per Seat per month	12	1	-	-	-	-	-	-	-
4	Support Staff: Quality Evaluator cum trainer	Rs. Per Seat per month	12	1	-	-	-	-	-	-	-
5	Support Staff: MIS	Rs. Per Seat per month	12	1	-	-	-	-	-	-	-
6	Customer Service Officers Operations of e-care Center (e-mail Services)	Rs. Per Seat per month	12	10	-	-	-	-	-	-	-
7	E-Care Team Leader	Rs. Per Seat per month	12	1	-	-	-	-	-	-	-
8	E-Care Support Staff: Quality Evaluator cum Trainer cum MIS	Rs. Per Seat per month	12	1	-	-	-	-	-	-	-
Total Package cost (Rs.)					-	-	-	-	-	-	-
GST @ 18%					-	-	-	-	-	-	-
Total cost incl. GST					-	-	-	-	-	-	-

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Bidder to note the following points while submitting

Price Offer

Bidders are advised to quote prices strictly in the above format only. 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

NA

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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	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	----- %
1c.	Inclusive of Excise Duty	Yes / No (If Yes, indicate % rate)
1d.	Sales tax applicable at concessional rate	Yes / No (If Yes, indicate % rate)
1e.	Octroi payable extra	Yes / No (If Yes, indicate % rate)
1f.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee Acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days) (From the date of opening of technical bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n 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	



RFQ No.: 4100045653

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

ANNEXURE VII

Scope of Work & Service Level Agreement

Bidder's Technical Capability to handle jobs detailed in the Tender			
1	Business requirement alignment	Understanding of the requirements and its objectives, Detailed approach on managing services and value proposition.	A brief note / presentation detailing profile, existing operations, infrastructure, and value proposition.
2	Resource Preparedness to manage the Services	<ul style="list-style-type: none"> Min 30 % committed resources for this assignment who have experience in managing Customer Service operations for Power Utilities Implementation and cutover plan including Hiring, onboarding Training & time frame 	<p>HR Certified details need to be submitted. Proposed key resources' CVs need to be shared before start of Operations.</p> <ul style="list-style-type: none"> High level proposed operations takeover plan along with Practices & Plan for employee engagement, R&R, Team building to be shared
3	Resources Qualification & Relevant Experience	<p>Qualification - All resources including Customer Service officers & Support staff are minimum Graduate & & can speak good English, Hindi & Marathi language.</p> <p>Experience –</p> <ul style="list-style-type: none"> Minimum experience of 2 years in customer service In case of CRC Supervisor min experience 5 yrs. In case of CRC Team Leader / E- Care Team Leader min experience 7 yrs. 	HR Certified details need to be submitted. Proposed resources' CVs need to be shared before start of Operations.

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		<p>Key competencies are-</p> <ul style="list-style-type: none"> • Problem solving skills. • Empathy, Patience and Listening skills. • Excellent communication skills with a high degree of customer focus. • Pleasing personality and proficiency in English, Hindi, and Marathi. • Reporting and data analysis <p>MIS resource Executive should have Detailed knowledge of computer & IT systems & Excellent knowledge of Advance Excel (Lookup, Pivot Table, Macros)</p>	
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CONFIDENTIAL

“Customer Relation Centers/ Bill Collection Centre Services” & “E-Care Services” of Tata Power Distribution in Mumbai

(Part-A) – Customer Relation Centers& Bill collection Centres

1. Introduction:

Tata Power Distribution supplies power to consumers in its Licensed Area of Mumbai. Tata Power is pioneer in deploying innovation and technology for enhancing Customer experience. Currently, around 8 lakhs of Consumers avail un-interrupted, quality power supply and host of other services & offers.

The licensed area of Tata Power pans across Mumbai City area, area from Bandra to Dahisar in Western suburbs, including areas of Mira-Bhayander Municipal Corp., areas of Chunnabhatti to Vikhroli & Mankhurd in Eastern suburbs.

At Tata Power, Keeping the customer at the centre of all we do is one of our Mission & Our values are SCALE - Safety, Care, Agility, Learning, Ethics and our primary goal remains the continuous enhancement of service quality, catering to every customer's needs and demands.

At Tata Power, Keeping the customer at the centre of all we do is one of our Mission & Our values are SCALE - Safety, Care, Agility, Learning, Ethics and our primary goal remains the continuous enhancement of service quality, catering to every customer's needs and demands.

For providing various services to the Customer of Mumbai, Tata Power has 1 No. of Call Centre, 10 Nos. of Customer Relation Centers (CRC), 04 Nos. of Bill Collection Centers (BCC).

Currently 4 of our CRCs are All women where all resources are Women & 1 is Divyang CRC, a first among Indian power utilities.

In addition, there is E-Care Centre (responding to Letters and Email) + various Digital Touch Points such as Web Portal, Mobile App, WhatsApp, Social Media etc. which customers can use to reach out to Tata Power.

The Tata Power Company Ltd. is looking for Service Provider who have experience in managing Customer service operations , well versed with local language and area familiarity within Mumbai and are interested in operating Customer Relation Centres (known as CRC) along with Bill collection Services of Tata Power Distribution in its Licensed Area of Mumbai.

2. Operations Methodologies of CRCs:

The Customer Care Centres are operational 6 days i.e., Monday to Saturday 09:00am to 05:00pm with 2nd and 4th Saturday operational from 09:00am to 1:00pm & the left out time is for the purpose of process training / upskilling / knowledge update etc.

These Centers (CRCs) are currently operated by a service provider through deployed Customer Service resources under the guidance of Tata Power. At CRC both Payment & Non-Payment related services are provided to the walk-in Customers, whereas only Payment related services are provided to the walk-in Consumers at BCC.

Tata Power has been focusing on enhancing the usage of digital technologies at these Centers

to enhance the efficiency of operations & provide enhanced Customer Experience. CRM along with high-speed communication network has been a backbone for providing a seamless experience at Centers for addressing customers request, query and complaints. State of the art high speed printers and scanners are deployed to manage customers application, bills, receipts, etc. Latest model of cash counting machines is also deployed to have high accuracy & quality of cash including fake note detection.

Customer Service officers are expected to address both commercial and technical aspects of the information sought by the customers. Tata Power has deployed an on-line & real-time customer feedback system to capture voice of customers. Current Infrastructure & resource deployment for Operating these Centers:

Currently, Tata Power is operating through 10 centers at the locations mentioned in Annexure 1. 04 no of these Centres are All women CRC – first such initiative by any Utility where all resources deployed re Women & 01 No is Divyang started in Feb 2022 which is again first by any Utility in India-a CRC where resources managing Customers are with working disability. However, depending upon the need of operations business may take an increase or reduce such centres.

At present Services are divided into 2 Payment & Nonpayment services where both are separately managed by the deployed resources from two service providers

3. Business Operations way forward:

In the proposed scheme for all CRCs & BCCs, resources are supposed to manage both payment as well as non-payment services. All women & Divyang Centres will continue to operate like the way it is.

Tata Power shall continue to focus on enhanced Safety, Customer Experience and enhanced Digital Penetration for all its services . Deployment of new technology and increased usage of Customer Self-Help Services shall be the key drivers at these Centers.

While the current Consumer base is around 8 lakhs, it is expected that the Customer base will increase over next few years. However, proportionate increase in footfall at the CRC and BCC is not expected in view of focused efforts to enhance Digital Services for convenience of Customers.

4. Scope of work:

3.1 Scope of Tata Power:

- a) Location will be either Tata Power Owned / Leased.
- b) All Hardware & Software including LAN Connectivity.
- c) Security Services
- d) Housekeeper and material
- e) Queue Management System for token generation.
- f) Cashier Services.
- g) Cash Counting Machines | Scanners etc.
- h) Applications Forms will be provided by Tata Power
- i) AMCs of Tata Power owned assets.
- j) Electricity Bill / Water Bill
- k) Rentals and Taxes
- l) Stationery (if any)

m) Statutory Compliance with respect to premise and assets

3.2 Scope of Service Provider:

Manpower.

- a) Customer Service Officers (35 Nos)
- b) Customer Relation Centers Supervisors (10 nos.)
- c) Support Staff: CRC Team Leader (1 No.)
- d) Support Staff: Quality Evaluator cum trainer (1 No.)
- e) Support Staff: MIS (1 No.)

5. Span of Control:

- a) Looking after overall operations of the CRCs.
- b) Ensuring proper usage of the assets installed by Tata Power
- c) Statutory compliance for manpower deployed & contractual compliances.
- d) Looking after the overall Centre Operations / Logging Complaints & Following-up of centre issue.

6. Typer of Services :

SN	Type of Services	Type of Services
1	Non-Payment services for Walk-in Customers	<ul style="list-style-type: none"> • Request for <ul style="list-style-type: none"> • New Connection, Changeover & Switchover Application • Electrical Load modification • Name or Address Correction application. • Meter inspection or testing • E-bill registration / deregistration • Green Power registration • Etc. • Query for <ul style="list-style-type: none"> • Procedure for New connection/ Disconnection/ Reconnection • Procedure for other services • Billing information including various dates. • Etc. • Complaint for <ul style="list-style-type: none"> • Payment related concern • Meter services • Billing related issues • Etc. • Participation in Milan Customer connect camps
2	Payment service for Walk-in Consumers	<ul style="list-style-type: none"> • Acceptance of Cash & Cheque for below type of payments. • Monthly Bill payment, Security Deposit, Pending Arrears, Unpaid dues for Connection/ Disconnection, etc. • New Connection Charges, Project estimate charges, etc.

List of CRCs/BCCs

SN	Name of Centre	Type of Centre (CRC/BCC)
1	Mira Road (E)	CRC
2	Borivali (E)	CRC /AW
3	Kandivali (W)	CRC
4	Goregaon (W)	CRC
5	Andheri (W)	CRC/AW
6	Andheri (E)	CRC
7	Khar (W)	CRC/AW
8	Matunga	CRC
9	Ghatkopar (W)	CRC/AW
10	Chembur 3	CRC/ D

SN	Name of Centre	Type of Centre (CRC/BCC)
1	Malad (W)	BCC
2	Kurla (W)	BCC
3	Andheri (E)	BCC
4	Chembur 2	BCC

Annexure A1 – Performance Related Incentives / Penalty For “Customer Relation Centers”

There would be measures and related penalty implications in the following scenarios-

Sr. No	Incentive on Performance: Overall CRCs.	Measure	Incentive
			(% of Monthly Bill Amount)
1	Centre Operational Time @ 8:45am	Login Time	
2	Quality Score	>95%	0.20%
3	First Time Resolution (Commercial)	>90%	0.20%
4	Post Transactional Feedback (PTF)	>4.6	0.20%
5	Average Wait Time	< 03:00 Min	0.15%
6	Average Service Time	< 10:00 Min	0.15%
7	Monthly Attrition	< 4%	0.30%
8	Transactions Logged i.e. (CRM)/No. of Walk-in	100%	
9	Rejection of application form (officer Error)	0 nos.	0.10%
10	Uniform Adherence	100%	
11	Customer Complaints	0 nos.	

Sr. No	Penalty on Performance: Overall CRCs	Measure	Penalty (% of monthly Bill Amount)
1	Centre Operational Time @ 8:45am	Login Time	0.10%
2	Quality Score	<90%	0.20%
3	First Time Resolution (Commercial)	<87%	0.20%
4	Post Transactional Feedback (PTF)	<4.5	0.20%
5	Average Wait Time	> 05:00 Min	0.10%
6	Average Service Time	> 15:00 Min	0.10%
7	Monthly Attrition	> 7 %	0.50%
8	Transactions Logged i.e. (CRM)/No. of Walk-in	<100%	0.10%
9	Rejection of application form (Officer Error)	>3 nos.	0.10%
10	Uniform Adherence	> 5 Nos	0.20%
11	Customer Complaints	Each Instance	0.20%

Sr. No	Penalty on Performance: Payment Services	Measure	Penalty
1	Entire amount collected to be handed over to Tata Power Bankers on the same day.	100%	If not met, penalty up to 15 % of the amount held back by resource deducted from monthly billing value.
2	Incorrect Data Entry by resource in to SAP/Non- SAP Systems	Number of Instances	Up to 02 in a month (No Penalty)Rs. 500/- as penalty for every additional error found

Penalty excludes force majeure condition like Pandemic like situation or system – network failure, conditions which are not in direct control of the Service provider and any deviation beyond SLA (if any) to be done in consultation with Tata Power In charge.

Annexure A2: Volumes For “Customer Relation Centers / Bill collection Centres”

FY	Apr	May	Jun	Jul	Aug	Sep	
FY24	24,040	26,706	27,364	28,683	25,196	18,531	
FY25	17,299	22,264	20,754	22,322	21,688	17,339	
FY	Oct	Nov	Dec	Jan	Feb	Mar	Total
FY24	19,231	17,825	21,099	18,674	18,951	17,610	2,63,910
FY25	18,423	18,244	20,151	18,946	16,057	-	2,13,487

Annexure A3: Volumes For “Customer Relation Centers / Bill collection Centres- Payments”

Payment Walkin Nos								
S No	FY	Apr	May	Jun	Jul	Aug	Sep	
1	FY 24	51,468	64,825	58,444	59,721	58,543	50,405	
2	FY 25	51,254	54,416	46,733	51,696	51,579	44,064	
S No	FY	Oct	Nov	Dec	Jan	Feb	Mar	Total
1	FY 24	55,093	55,171	54,549	52,660	50,598	48,929	6,60,406
2	FY 25	52,108	45,387	47,259	46,313	43,080		5,33,889

Payment Value (Rs. Cr)								
S No	FY	Apr	May	Jun	Jul	Aug	Sep	
1	FY 24	30.46	42.1	41.02	45.75	36.01	32.6	
2	FY 25	30.74	46.91	46.36	50.37	47.92	44.25	
S No	FY	Oct	Nov	Dec	Jan	Feb	Mar	Total
1	FY 24	33.39	35.97	35.92	30.86	30.39	30.13	227.94
2	FY 25	49.87	48.69	43.24	39.2	35.99		266.55

Walkin: 64% cash | 36% Cheque

Amount: Cash -13% | Cheque -87%

(Part-B) – E-Care Operations

1. Introduction:

Tata Power Distribution supplies power to consumers in its Licensed Area of Mumbai. Tata Power is pioneer in deploying innovation and technology for enhancing Customer experience. Currently, around 8 lakhs of Consumers avail un-interrupted, quality power supply and host of other services & offers.

The licensed area of Tata Power pans across Mumbai City area, area from Bandra to Dahisar in Western suburbs, including areas of Mira-Bhayander Municipal Corp., areas of Chunnabhatti to Vikhroli & Mankhurd in Eastern suburbs.

At Tata Power, Keeping the customer at the centre of all we do is one of our Mission & Our values are SCALE - Safety, Care, Agility, Learning, Ethics and our primary goal remains the continuous enhancement of service quality, catering to every customer's needs and demands.

For providing various services to the Customer of Mumbai, Tata Power has 1 No. of Call Centre, 10 Nos. of Customer Relation Centers (CRC), 04 Nos. of Bill Collection Centers (BCC).

Currently 4 of our CRCs are All women where all resources are Women & 1 is Divyang CRC, a first among Indian power utilities.

In addition, there is E-Care Centre (responding to Letters and Email) + various Digital Touch Points such as Web Portal, Mobile App, WhatsApp, social media etc. which customers can use to reach out to Tata Power

The Tata Power Company Ltd. is looking for Service Provider who have experience in managing Customer Care services, well versed with local language and area familiarity within Mumbai and are interested in operating Customer care email and letter management (known as E-Care) of Tata Power Distribution in its Licensed Area of Mumbai.

2. Operations Methodologies of E-Care:

E-Mail is one of the key access & support mechanisms for Tata Power Mumbai Distribution consumers to connect with Tata Power where they can write an email for any of their queries/concerns. A decade back E-mail Operations have moved from manual to system based where all emails written to E-Care (email id: customercare@tatapower.com) are received in CRM.

Email Response Management System (ERMS) is ensured through an integrated system where emails are registered by providing a unique system generated notification number and all the processing information is updated against the corresponding number and the consumers can seek the status of their query/concern from any touch point. To ensure prompt and effective handling of emails, these are transferred automatically to corresponding desks as per pre-defined process flow/rights along with a central monitoring point identified within Service function.

Consumer is also supported with escalation matrix both internally up to Internal Complaint Redressal System (ICRS) and externally up to statutory forums like CGRF and Ombudsman, if not satisfied with internal escalation and resolution.

The E-Care is operational 6 days i.e. Monday to Saturday 09:00am to 06:00pm with 2nd and 4th

Saturday operational from 09:00am to 1:00pm & the left-out time is for the purpose of process training / upskilling / knowledge update etc.

E-Care is operated by a service provider through deployed Customer Service resources under the guidance of Tata Power. At E-care we receive & answer to customer inquiries on behalf of the company via **email & letters**. All kinds of responses for the letters received from consumers, Legal letters, Regulatory / GoM is taken care by this team. This team also manages Escalations received to Internal Consumer Grievance system (ICRS), all Sr. Management Escalations including cases forwarded by Regulatory & GoM, GoI, Other authorities like Police, CBI etc.

Customer Service executives are expected to address both commercial and technical aspects of the information sought by the Customers. Tata Power has deployed an on-line & real-time customer feedback system to capture voice of customers.

Currently, Tata Power is operating E-care from Distribution office located at Mahalaxmi.

However, depending upon the need of operations business may take a call to operate from any other location from within Tata Power premises.

3. Business Operations way forward:

In the proposed setup scheme E-Care Services will continue to operate like the way it is.

Tata Power shall continue to focus on enhanced Safety, Customer Experience and enhanced Digital Penetration for all its services. Deployment of new technology and increased usage of Customer Self-Help Services shall be the key drivers

While the current Consumer base is around 8 lakhs, it is expected that the Customer base will increase over next few years. However, proportionate increase in footfall at the E-Care is not expected in view of focused efforts to enhance Digital Services for convenience of Customers.

4. Scope of work:

3.1. Scope of Tata Power:

- a) Location will be either Tata Power Owned.
- b) All Hardware & Software including LAN Connectivity.
- c) Stationery (if any)

3.2. Scope of Service Provider:

Manpower for E-Care.

- a) Officers (10 Nos)
- b) Team Leader (01 No)
- c) Support Staff: Quality Evaluator cum Trainer cum MIS (1 N0.)

3.3. Span of Control:

- a) Looking after overall operations of E-Care.
- b) Ensuring proper usage of the assets provided by Tata Power.
- c) Statutory compliance for manpower deployed & contractual compliances.

4. Type of Services:

SN	Type of Services	Type of QCR
1	Services for E-Care Centre	<p>Responding to Customers via emails & letters towards</p> <ul style="list-style-type: none"> ▪ Query for <ul style="list-style-type: none"> ✓ Procedure for Changeover/ Change of Name/ New connection/ Disconnection/ Reconnection ✓ Procedure for other services ✓ Billing & Payment related information ✓ Name Change & Address correction request status ✓ E-bill registration / deregistration ✓ Green Power registration ✓ Etc. ▪ Complaint for <ul style="list-style-type: none"> ✓ Billing & Payment related issue ✓ Loss of Supply ✓ Meter services ✓ Etc. ▪ Request for <ul style="list-style-type: none"> ✓ Duplicate Bills & Statement of Account ✓ Name or Address Correction application ✓ Meter inspection or testing ✓ Refund related ✓ Etc. ▪ Letters pertaining to Consumer / Govt. / Regulatory / statutory / Legal etc.

Annexure B1 – Performance Related Incentives / Penalty-For “E-Care”

There would be measures and related penalty implications in the following scenarios:

Sr. No	Incentive on Performance	Measure	Incentive (% of monthly Bill Amount)
1	No. of customer interactions (emails/letters) to be responded within TAT + 100% transactions (QRC) to be logged and assigned in CRM the same day.	Emails - 03 working days Letters - 07 working days	
2	First Time Resolution	>90%	0.20%
3	Quality Score	Avg. Quality score >95%	0.20%
4	Post Transactional Feedback (PTF)	>4.0	0.20%
5	Monthly Attrition	< 5%	0.50%
6	Product Knowledge Test	>90%	0.20%

Sr. No	Penalty on Performance	Measure	Penalty (% of monthly Bill Amount)
1	No. of customer interactions (emails/letters) to be responded within TAT + 100% transactions (QRC) to be logged and assigned in CRM the same day.	Emails - > 03 working days Letters - > 07 working days	0.20%
2	First Time Resolution	<90%	0.20%
3	Quality Score	Avg. Quality score <90%	0.20%
4	Post Transactional Feedback (PTF)	<3.70	0.20%
5	Monthly Attrition	>7%	1.00%
6	Product Knowledge Test	<=90%	0.20%

Penalty excludes force majeure condition like Pandemic like situation or system – network failure, conditions which are not in direct control of the Service provider and any deviation beyond SLA (if any) to be done in consultation with Tata Power In charge.

Annexure B2: Volumes For “E-Care”

FY	Apr	May	Jun	Jul	Aug	Sep	
FY24	5,395	6,177	7,208	7,281	6,788	6,114	
FY25	4,850	5,692	5,366	5,958	5,106	4,927	
FY	Oct	Nov	Dec	Jan	Feb	Mar	Total
FY24	4,425	4,061	3,696	4,215	4,153	4,535	64,048
FY25	5,032	5,249	5,260	5,691	5,082	-	

Annexure C – Terms & Conditions For “CRCS/ BCCs & E-Care Operations”

- 1 Service Provider should have minimum 5 years’ experience of managing Customer Care (preferable Customer Service Operations) for a Power Utility or any other Utility within India especially Mumbai. Service provider & resources should be well versed with local language and area familiarity within Mumbai.
- 2 Service Provider to submit list of jobs and major orders executed for Utilities as the principal contractor (including sub-contracting) with Order Copies, Customer Reference Documents.
- 3 Service Provider to submit Average Annual Turnover during immediately preceding three financial years for which audited annual accounts are available to demonstrate the current soundness of the Service Provider’s financial position. A consolidated turnover certificate for three years may be submitted.
- 4 Seat Utilization to be considered at 1.20/per seat. For example; for 10 no of seat, 12 no of resources need to be there. **Minimum 50% of total resources must be women.**
- 5 Shrinkage needs to be considered by the Service Provider while allocating manpower which will be over and above the agreed seats, this is to curb unplanned absenteeism.
- 6 For Support Staff is over and above the manpower provided. The price for this to be included in the quotation that will be submitted.
- 7 Service Provider shall provide competent customer service resources for handing consumers at Tata Power’s Customer Relationship Centers / consumer queries/concerns received via email and letter during the Contract Period. Service Provider will ensure that the all resources including Customer Service officers & Support staff are minimum Graduate, with a Minimum experience of 2 years in customer service(In case of Centre Supervisor min experience 5 yrs) & can speak good English, Hindi & Marathi language.
- 8 Any relaxation to Min educational qualification may be considered in can resource is with relevant work experience in Customer Service function in Power Utility and subject to clearance of Tata Power. Also such resources can’t be more than 10% of total resources.
- 9 The Service Provider is expected to provide staff with skills required to serve retail customers. Key competencies are-
 - a) Problem solving skills.
 - b) Empathy, Patience and Listening skills
 - c) Excellent communication skills with a high degree of customer focus.
 - d) Pleasing personality and proficiency in English, Hindi and Marathi.
 - e) Reporting and data analysis
- 10 All the executives will be shortlisted by Tata Power and only on our clearance will they be a part of the Customer Service team. They shall independently take charge of attending to Customer only after clearance of certification.
- 11 The number of executives required center wise or E-mails Vs Letters will be decided by Tata Power basis upon analysis of walk ins/ Influx Quarter/ month /weekly etc.

- 12 All resources to be deployed at Tata Power premises, no remote working to be permitted.
- 13 Training Period is not billable. Billing would start from the day resource joins the operations floor and attends to customers.
- 14 Uniforms (standard dress codes) as per Tata Power Customer Relation Centre uniform guidelines) shall be procured and issued by the Service Provider to the officers deployed every year. Tata Power will share the details of suppliers registered with Tata Power towards the procurement. 15 days training is the grace period during that Uniform should be issued to the officer, once officer joins the desk and starts handling Customers, its mandatory that officer is in in the uniform. Nonadherence to this will attract penalty to service provider. As the uniform need to wear daily, 03 no's per year to be issued to ensure wear & tear.
- 15 Rostering for Daily/ weekly seating arrangements will be ensured by Service Provider as per the walk-in and wait time trend for the Centre including planned leave/ absenteeism trend of Service Provider's staff. Attendance and timeliness of officers will be the responsibility of the Service Provider.
- 16 Service Provider will be responsible to bear travel expenses / allowances (if any) that must be incurred / paid to its officers for travel intra-city to ensure continuity in business operations.
- 17 Service Provider will be responsible to bear Safety Related Training expenditure ((L0 training certification is mandatory for all resources which need to be renewed after 2 years period) during the contract period for existing employees and new joinees.
- 18 Service Provider shall ensure that the Officers will update customer contact telephone numbers in Tata Power Customer Management System, as & when a change in contact number is noticed by Officers.
- 19 Service Provider shall forward an updated monthly MIS report towards various parameters/ KPIs, in the format decided by Tata Power for commercial and Technical as per the frequency communicated.
- 20 Service Provider will be responsible to provide future training to their staff including behavioral training, at least every 6 months and send Tata Power report of the training. Tata Power will also conduct about 2 product training sessions in a year to the CRC staff.
- 21 It is mandatory for the Service Provider to have Rewards & Recognition practice in place to motivate resources. Monthly & Quarterly R&R need to be carried out by issuing Gift Vouchers / Gift Items (Minimum value Rs. 500/-) and Certificates for best performing resources including support staff (15-20 % of resources to be covered). Funds to be facilitated towards Quarterly get-together / yearly outdoor/ team building activity to be carried out for all resources.
- 22 To address Attrition, Service provider to pay the competitive & market linked remuneration to resources and on yearly basis inflation(not less than 5 %) lined increment to be offered to all resources as a process . Best performing resources to be given additional increment basis on performance management review.
- 23 In case of any attrition, replacement shall be arranged at-least 7 days prior to completion/ending of notice period being served by the Resource including support staff. **Divyang CRCs is an unique initiative of Tata Power, it's critical that incase of any attrition of Divyang resource , replacement with Divyang resource is mandatory within defined timeline.**
- 24 Service Provider shall depute one Single Point of Contact (SPOC) – who would be responsible for managing overall Operations for better and smooth coordination.
- 25 The recruitment cycle time for any additional seats to be arranged within 7 days of the requirement shared by

Tata Power.

- 26 Manhours required for total seat shall be considered for Billing purpose.
- 27 Service Provider shall maintain necessary buffer in attendance of work force at all times to ensure continuity of services and to face sudden absence any other unforeseen eventuality.
- 28 The Service Provider shall encourage employment to women, economically weaker section, Divyang resources ensuring competency level remains the same.
- 29 The Service Provider should have Zero Tolerance Policy towards indiscipline, unethical practices, poor performance etc. and the same should be always complied.
- 30 Senior management members from Service Provider office shall also be present to commence and facilitate all R&Rs and Quarterly performance review with Tata Power- Team
- 31 Service Provider shall also forward monthly a report on the Standards of Performance/ SLA.
- 32 In the event of change of Service Provider, then Existing Service Provider to have ensure a 15- day handholding period for Knowledge Transfer in parallel with New Service Provider. This transit period will not be billable by new service provider.
- 33 Service Provider shall comply with and undertake to comply with all applicable laws including Minimum Wages Act (Any increase in min wages shall be borne), employee state insurance act, Child Labour Act, provident fund and miscellaneous provision act, payment of bonus act, payment of overtime etc. as also be any other order, ordinance, notifications, rules, regulations, legislation or provision of or having the force of law and all modifications thereto for time being in force, whether central state, or otherwise, related or pertaining to execution or performance.
- 34 On monthly basis, Service Provider shall produce the necessary documents for verification to Tata Power to ensure the statutory compliance are full filled and up to date. Tata Power reserve the right to withhold and adjust the payments to Service Provider due to an appropriate amount to cover liability arising out of detected and continued, non-compliance of any service obligation.
- 35 The personnel deployed for rendering the service shall, for all intents and purpose and at all-time be and remain the employee of the Service Provider. Service Provider will be responsible for any kind of negligence, disorderly behavior or misconduct of the employees deployed at the site, any such instance shall be reported to Service Provider to take appropriate action immediately.
- 36 Service Provider shall forward the tax invoices for the month before 10 of the months for the last month.

Annexure D – SLA For “CRCS/ BCCs & E-Care Operations”

The Service Provider also needs to ensure that the SLA's mentioned below are met

1	TRAINING	
A	Soft skill training / Email Etiquette & Communication Skills Training as applicable	Every six months to be conducted by the service provider by external resource or through in- house resource and submit compliance report for no of executives covered. This training to be done especially for executives who are scoring less on Post Transactional Feedback Score.
B	Process training	For New Hires & Refresher training for identified employees.
C	Latest FAQ's & Updates to be provided by TPCL	100 % compliant with latest FAQ's Pilot Batch, Supervisor and Quality Coach will be trained by TPCL at the launch of project. Subsequent trainings, FAQ's, Soft skill trainings/ Email Etiquette and Communication Skills as applicable to be conducted by the service provider at their own expense. Certification of employees who will take calls for TPCL will be cleared by Tata Power.
2	FEEDBACK CAPTURING	
A	Customer to be given option to provide feedback of the officers after every interaction through Post Transaction feedback	100%
3	INSPECTION	
A	Tata Power’s designated officials shall be present at any given shift/time on site for any kind of inspection activities.	
4	HIRING	
A	Tata Power’s personnel would be present in the panel for selection of staff prior to hiring for the Tata Power process.	
B	Job Description would be provided by TPCL HR	Selection 100% compliant with the Job Description (JD)

5	CALIBRATION	
A	Fortnightly process calibration sessions with TPCL personnel to be attended by Supervisors and QC attendants from the service provider. Process knowledge FAQ's, soft skills verbiage to be refreshed. TPCL supervisor to monitor the same and share relevant MIS	Process calibration > 95 %
6	MIS	
A	Daily / weekly / Monthly/ Quarterly/ MIS with breakup of hourly customer walk ins/ volume and call types / complaints and queries/ email and letter volume etc.	100 % compliant
	Average Wait time, AHT, Customers attended/ email / letter per officer	100 % compliant
B	Weekly Quality measurement MIS	100 % compliant
C	Other MIS: Any other MIS essential for monitoring the performance of the CRC, Staff performance, walk in details would need to be provided on a timely basis	100 % compliant
7	Compliance with SLA	
A	Tracking & follow up to be maintained on all interactions to ensure they are closed within the TAT of Tata Power. The SLA for the same would be provided by Tata Power	100 % compliant
8	IT Compliance	
A	The Service Provider will maintain integrity & secrecy of our data base. A mutual non-disclosure agreement shall be executed. List of IT rules & regulations from Tata Power will be shared with the service provider	100% Complaint
9	Post Transaction Feedback/ VoC Analysis	
A	Analysis of PTF/ VoC of all Customer interactions	100% Complaint



RFQ No.: 4100045653

ANNEXURE VIII
Inspection Test Plan

NA

CONFIDENTIAL



RFQ No.: 4100045653

Annexure IX
General Conditions of Contract

Attached as Annexure to this document.

CONFIDENTIAL

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. 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:

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



RFQ No.: 4100045653

Annexure X

Manufacturers Authorization Form

(To be submitted on OEM's Letter Head)

Not applicable

CONFIDENTIAL

Format of BID BG / EMD

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

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

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

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

- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.
- (d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.

- (e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till 210 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 lodge able at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**

Notwithstanding anything contained herein above:

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