



RFQ No.: 4100072539

OPEN TENDER NOTIFICATION

FOR

**01 YEAR OLA FOR RECOVERY SERVICES (METRO, WEST,
NORTH AND EAST ZONE)**

Tender Enquiry No.: 4100072539
Due Date for Bid Submission: 30.10.2026 [15:00 Hrs.]

The Tata Power Company Limited
Mumbai, Maharashtra

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1. Event Information

1.1 Scope of work

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

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	01 Year OLA for Recovery Services (Metro, West, North and East Zone)	INR 1,25,000/-	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 09.10.2026. The Tender Fee shall be submitted online through NEFT/ RTGS in favor of "The Tata Power Company Limited". Any such bid submitted without this Fee shall be rejected.

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

1.3 Calendar of Events

(a)	Date of availability of tender documents from TPC Website	From 09.10.2026 to 30.10.2026, 15:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	15.10.2026, 12:00 Hrs Link to Join the meeting: Join the meeting now
(c)	Last Date of receipt of pre-bid queries, if any	15.10.2026, 17:00 Hrs
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	19.10.2026, 17:00 Hrs
(e)	Last date and time of receipt of Bids	30.10.2026, 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.
- 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)

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- 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
1	Bidder's Technical Capability to handle jobs detailed in the Tender	The Business associate shall have minimum 3 years of experience of working with Utilities in Metro Cities for commercial operations like meter reading, bill delivery, Spot Collection, disconnection / reconnection, revenue collection and Recovery from consumers.	Bidder to submit list of jobs and major order executed including Order Copies, Customer Reference Documents.

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		Bidder should have Performance Certificates for at least two years of satisfactory performance from a minimum 1 reputed Distribution Utility, having a consumer base of more than 1 lakh during the last 3 years. OR In case the bidder has a previous association with any of Tata Power Groups for similar services, the performance feedback for that bidder by Tata Power User Group shall only be considered irrespective of performance certificates issued by any third organization.	Bidder shall submit performance certificate document. OR If bidder has a previous association with any of Tata Power Groups, then bidder shall submit Purchase Order OR Rate Contract Copy.
2	Proposed Setup and Deployment of Personnel	Bidder should have capability to put up appropriate Org Structure in place with Qualified Personnel for Revenue Recovery & Assurance activities. The Bidder needs to provide a zonal office in respective each zone awarded. The Office setup includes sitting capacity for all the Supervisors, Backoffice Staff, workstations with PCs, Availability of printer, high speed LAN, Telephone connections, First Aid Kit. Also, Office Setup to be made available in Allocated Zone within 15 days of order allocation (if setup is not available in that zone).	Office address details, Ownership proof/Rent/Lease agreement to be provided. In case If office is not available in the Mumbai OR in respective Zone, Bidder to submit undertaking on their letterhead for office Setup within 30 days of issuance of contract.
3	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 2 Crore.	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 shall have successfully completed the work. (1) Single purchase order of Rs 75 lakhs OR (2) Two purchase order of Rs 50 Lakhs each OR (3) Three purchase order of Rs 35 Lakh	Order copy with details of Customer for whom work is done

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1.8 Marketing Integrity

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

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

1.9 Supplier Confidentiality

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

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.



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Bids shall be submitted in 3 (Three) parts:

FIRST PART: “EMD” of Rs. 1,25,000/- (Rupees One Lakh twenty five 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:

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:

- Documentary evidence in support of qualifying criteria
- Technical literature/GTP/Type test report etc. *(if applicable)*
- Qualified manpower available
- Testing facilities *(if applicable)*
- Signed Post Award Contract Administration (Clause 7.0)
- No Deviation Certificate as per the Annexure III – Schedule of Deviations
- Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- 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

“01 Years OLA for Recovery Services (Metro, West, North and East Zone)”



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Please mention our Enquiry Number:- 4100072539 on the Tender and drop the same at The Tata Power Company Limited, Smart Center of Procurement Excellence, 2nd Floor, Sahar Receiving Station, Sahar Airport Road, Andheri East, Mumbai-400059.

The envelope shall be addressed to:

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

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

3.0 SIGNING OF BID DOCUMENTS:

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

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

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

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

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

3.2 Contact Information

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

Communication Details:

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

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3.3 Bid Prices

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

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

The EMD shall be denominate 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.

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3.9 Type Tests (if applicable)

As per attached Annexures

4.0 Bid Opening & Evaluation process.

4.1 Process to be confidential.

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

4.2 Technical Bid Opening

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

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

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

4.3 Preliminary Examination of Bids/Responsiveness

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

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

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

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

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made to bring all bids on a common footing. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered, or permitted owing to any clarifications sought by TPC.

4.5 Price Bid Opening

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

4.7 Reverse Auctions

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

5.0 Award Decision

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

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

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

6.0 Order of Preference/Contradiction:

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

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

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7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

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

7.2 Drawing Submission & Approval

As per annexure – II

7.3 Delivery Terms

Contract Period shall be 01 year.

7.4 Warranty Period

Not applicable

7.5 Payment Terms

Invoice shall be submitted on monthly basis on actual quantity utilization.

Payment shall be released within 30 days after submission of error free bills along with relevant supporting documents & as certified by Order Manager.

7.6 Liquidated Damages

SLA applicable as attached.

7.7 Contract Performance Bank Guarantee (CPBG)

Vendor shall submit a Performance Bank Guarantee (PBG) of amount equivalent to 5% of Contract Value (including GST) within 15 days of issuance of OLA.

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In case of non-submission of PBG by the vendor, an equivalent amount shall be deducted and retained from the initial invoices covering this 5% of value.

7.8 LD / SLA / Performance Requirement and penalties

SLA penalties applicable as per scope of work.

7.9 Other Terms & Conditions

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

7.10 Climate Change

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

7.11 Ethics

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

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

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

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

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

8.0 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



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

<http://www.tatapower.com>

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

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ANNEXURE I Schedule for Items

Purposal Name : 1-Year Outline Agreement for Revenue Recovery Assurance activities for Tata Power Mumbai. North Zone, West Zone,Metro Zone & East Zone.							
East Zone Quantity for FY-27 to FY-28							
Service No	Description	UOM	Total Qty	Unit Price	Total Basic Price	Total Price All Incl GST	
4039455	MANPWR ASSIST F/RECOVERY AT SITE	EA	52555		0	0	
4039449	SERV RECOVERY OF DISCONN REM FUSE	EA	817		0	0	
4039450	PRVD TECHNICIAN F/DIRECT AND CHANGEOVER	EA	1672		0	0	
4142675	ELEC, SERV RECONNECT CONSUMER W/FUSE	EA	2028		0	0	
4142676	ELEC, SERV RECONNECT CONSUMER W/METER	EA	1224		0	0	
4039453	SERV RECOVERY AFTER DISCONN-VISIT	EA	180		0	0	
4039454	SERV DISCONN ON CONSUMER REQUEST	EA	758		0	0	
4070447	Updation of transactions from field	EA	12000		0	0	
Total					-	-	
North Zone Quantity for FY-27 to FY-28							
Service No	Description	UOM	Total Qty	Unit Price	Total Basic Price	Total Price All Incl GST	
4039455	MANPWR ASSIST F/RECOVERY AT SITE	EA	70617		0	0	
4039449	SERV RECOVERY OF DISCONN REM FUSE	EA	669		0	0	
4039450	PRVD TECHNICIAN F/DIRECT AND CHANGEOVER	EA	2467		0	0	
4142675	ELEC, SERV RECONNECT CONSUMER W/FUSE	EA	3596		0	0	
4142676	ELEC, SERV RECONNECT CONSUMER W/METER	EA	3444		0	0	
4039453	SERV RECOVERY AFTER DISCONN-VISIT	EA	180		0	0	
4039454	SERV DISCONN ON CONSUMER REQUEST	EA	485		0	0	
4070447	Updation of transactions from field	EA	12000		0	0	
Total					-	-	
West Zone Quantity for FY-27 to FY-28							
Service No	Description	UOM	Total Qty	Unit Price	Total Basic Price	Total Price All Incl GST	
4039455	MANPWR ASSIST F/RECOVERY AT SITE	EA	51065		0	0	
4039449	SERV RECOVERY OF DISCONN REM FUSE	EA	660		0	0	
4039450	PRVD TECHNICIAN F/DIRECT AND CHANGEOVER	EA	1823		0	0	
4142675	ELEC, SERV RECONNECT CONSUMER W/FUSE	EA	1140		0	0	
4142676	ELEC, SERV RECONNECT CONSUMER W/METER	EA	1968		0	0	
4039453	SERV RECOVERY AFTER DISCONN-VISIT	EA	180		0	0	
4039454	SERV DISCONN ON CONSUMER REQUEST	EA	504		0	0	
4070447	Updation of transactions from field	EA	12000		0	0	
Total					-	-	
Metro Zone Quantity for FY-27 to FY-28							
Service No	Description	UOM	Total Qty	Unit Price	Total Basic Price	Total Price All Incl GST	
4039455	MANPWR ASSIST F/RECOVERY AT SITE	EA	28308		0	0	
4039449	SERV RECOVERY OF DISCONN REM FUSE	EA	168		0	0	
4039450	PRVD TECHNICIAN F/DIRECT AND CHANGEOVER	EA	1032		0	0	
4142675	ELEC, SERV RECONNECT CONSUMER W/FUSE	EA	960		0	0	
4142676	ELEC, SERV RECONNECT CONSUMER W/METER	EA	768		0	0	
4039453	SERV RECOVERY AFTER DISCONN-VISIT	EA	432		0	0	
4039454	SERV DISCONN ON CONSUMER REQUEST	EA	444		0	0	
4070447	Updation of transactions from field	EA	1440		0	0	
Total					-	-	



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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

Please refer Annexure VII

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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	

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



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ANNEXURE VII
Scope of Work & Service Level Agreement

Attached as an Annexure

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ANNEXURE VIII
Inspection Test Plan

NA

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Annexure IX
General Conditions of Contract

Attached as Annexure to this document.

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Annexure X

Manufacturers Authorization Form

(To be submitted on OEM's Letter Head)

Not applicable

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SCOPE OF WORK

1. Scope: Revenue Recovery & Assurance.

Scope of work is listed below:

- 1) Follows up at customer's premises for recovery of overdue amount from defaulter customers before scheduled disconnection visits through field executives or through Tele-callers.
- 2) Field visits for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for direct & welcome customers for recovery of overdue amount in case customer makes the payment at site during scheduled disconnection visit.
- 3) Field visits for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for direct & welcome customers for recovery of overdue amount by removal of only fuse/cut out in case customer do not make the payment during the execution of disconnection.
- 4) Field visits for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for direct & welcome customers for recovery of overdue amount by removal of meters.
- 5) Field visits for reconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for welcome customers (changeover customers).
- 6) Field visits for reconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for direct customers by installation of meter and Fuse / Wire from the terminal.
- 7) Field follows up at customer's premises for recovery of overdue amount from defaulter customers after execution of disconnection activity / moved-out through field executives.
- 8) Removal of all types of meters & fuses from consumer's premises as per company's revenue recovery & assurance policy for direct & welcome (change over) customers based on customer application or statutory requirements.
- 9) Providing assistants to Tata Power employee during field visits for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for direct & welcome customers for recovery of overdue amount, in-case customer makes the payment at site during execution of disconnection.
- 10) Providing assistants to Tata Power Employee during field visits of welcome customers for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for recovery of overdue amount by removal of only Tata meters in case customer do not make the payment during the execution of disconnection.
- 11) Providing assistants to Tata Power Employee during field visits of direct customers for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for recovery of overdue amount by removal of fuse, and removal of meters as per company's policy.
- 12) The business Associate must upload disconnection & reconnection readings through FIORI on site for 100% cases. (Penalty will be levied as per SLA)
- 13) The business associate must mandatorily use the GIS Field on / dynamic app/Laptop (or any newly developed application, if applicable) for 100% disconnection, reconnection & follow-up cases at site.

- 14) End to end smart meter disconnection & reconnection has to be processed by the business associate. The business associate has to support with the laptop for execution. (Application & Training will be provided by team TPC). The cases where assistance is extended by the BA team the payout will initiated as per resolution.
- 15) Providing additional resources for Carrying out Mass Disconnection at site for a lot of up to 50 cases from a single location/area.
- 16) Using TABLET or mobile device / App for updation of Disconnection, Reconnection, Permanent disconnection, and Meter removal after 6 months activities in system from site.
- 17) Deployment of Zone Wise Meter Reading instruments for getting accurate meter reading of 2 Part Consumers.
- 18) Recovery from Moved out consumers: To Ensure Follow-up on 100% Moved consumers through tele-calling / Site visit. Detailed Site visit report to be maintained and shared for 100% move out consumers along with Site photographs.
- 19) Recovery from consumers through Local Self-Help Groups / NGO: To engage local Self-help groups for commercial related activities (Application Processing / Meter Reading / Billing / Bill Dispatch / Revenue Recovery & Assurance activities / Enforcements etc.) as and when identified. **Vendor has to bear the commercial aspect with local self-help group / NGO.**
- 20) The vendor is supposed to do consumer KYC during site visit & follow-up. The details captured should be 100% accurate and authentic. The same has to be acknowledged with consumer signature on paper / Mobile App.
- 21) For disconnection and reconnection of smart meters carried out by TPC, only resolution payment charges will be applicable, subject to follow-up and tele-calling feedback.
- 22) Use of the Dynamic Form is mandatory for all reconnection and disconnection activities
- 23) The vendor technician should be able to read both single-slot and multi-slot meters.
- 24) If any discrepancy or error is found in the readings, an agency should visit the site to record the correct meter reading and provide supporting photographs.
- 25) If the smart meters cannot be connected remotely, the vendor must arrange for a technician to visit the site and restore the connection
- 26) **The technician, along with a helper, which is mandatory requirement and must jointly carry out the disconnection and reconnection activities.**
- 27) The safety marshal must submit the daily checklist (in the specified format) before commencing work
- 28) All newly appointed personnel—Technicians, FOS, Tele callers, supervisors, etc.— must be introduced to the respective TPC zonal officer before they join duty
- 29) The vendor must ensure that employee salaries are paid on time, before the 7th of each month, in compliance with the provisions of the Companies Act
- 30) The Service Provider shall maintain strict confidentiality of all data and shall not disclose it to any third party.

The disconnection & reconnection activity is in all the zones.

Approximate Area wise details of zones are as below:

Metro (South Central) – Andheri (E/W) Jogeshwari (E/W)

East Suburb Zone (East Zone) – Sion (E/W), Wadala, Chunabhatti (E/W), Chembur (E/W), Ghatkopar (E/W), Kurla (E/W), Vikhroli (E/W) Mankhurd.

West Suburb – (Central Zone): Ram mandir (E/W), Goregaon(E/W), Malad(E/W), Kandivli (E/W)

North Suburb – (North Zone): Borivali (E/W), Dahisar(E/W), Mira Road (E/W), Bhayander (E/W)

Being a performance-based contract there is mandatory Manpower requirement to be maintained by BA as based on our experience in the past the daily performance could not be met due to absenteeism of BA employees. To ensure this there is a minimum manpower to be maintained at any point of time as below. Failure to this will lead to penalty as per SLA.

Zone	FOS	Technician/ helper
Metro Zone	3	3 + 3
East Suburb	5	5 + 5
West Suburb	4	5 + 5
North Suburb	4	5 + 5

The BA should be flexible for rotation of manpower as and when required as per business requirements.

A) Detail Scope of Work

1) Follows up at customer's premises for recovery of overdue amount from defaulter customers before scheduled disconnection visits through field executives or through Tele-callers:

- To contact & inform customer at their premises regarding their dues and to recover the outstanding dues from the customers.
- Vendor staff will inform customers to pay the outstanding due at the customer relation centre or billing centre & if customer insists then they will collect only the cheques/draft from the customer.
- If customer informs that payment is already done then note down the details of payment made by customer such as receipt no. date of payment made, cheque details etc. & inform the same to Tata power officer.
- Vendor staff will not collect any cash amount from the customers in any condition.
- Collection of only cheques/Demand drafts from consumer at site & submitting the same at our CRC/BCC. (Tata Power Customer Relationship centre)
- Vendor staff will deliver the disconnection notice/ Harsh Letter to customers at the time of field follow up if required, so as to ensure prompt recovery of dues.
- Maintain proper feedback of the discussion had with customer for each & every field visit made to customer's premise.
- Daily reporting of all the visits made to customers by the vendor team in the prescribed format (GIS Forms/Excel/Mail) to Tata power employee.
- Vendor must provide adequate manpower / resources to maintain efficiency of process as indicated in SLA. Vendor needs appoint individual Zonal Supervisor in each zone. Supervisor(s) should be flexible to relocate or be stationed at zone with TPC Zonal officers.
- The supervisor provided by vendor should be experienced and well versed with MIS and analytical skills. The supervisor will have to qualify a written test conducted by TPC team.
- In case Tata Power officer instructs vendor to collect a cheque from any unallocated consumer then vendor must collect such cheques & the pay-out will be given based on the no of cheques collected and not for the no. of consumers.

2) Field visits for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for direct & welcome customers for recovery of overdue amount in case customer makes the payment at site during scheduled disconnection visit.

- Daily scheduling of disconnection activity on daily basis for each zone will be provided by Tata Power officer for direct & changeover customers.
- Co-ordination with AEML disconnection team zone wise for actual disconnection of supply by removal of fuse/meter from site in case of Tata Power customers and vendor staff has to reach AEML premises by 9.00 am for execution of scheduled disconnection.
- Vendor Staff has to manage for travelling along with AEML representative to the customer's premises.
- Vendor staff has to speak with customer for pending dues & if customer makes the payment through cheque or demand draft then accept the same or guide customer to make the payment at customer relation centre/bill centre immediately else execution of disconnection order by removal of fuse (as per the instruction of Tata Power officer for direct & welcome customers).
- Post disconnection the technician has to send an intimation to Meter Disconnection Lock in CRM through SMS/FIORI App
- Collection of only cheques/Demand drafts from consumers at site & submitting the same at CRC/BCC. (Tata Power Customer Relationship/Bill Collection centre).
- In case customer provides the proof of payment then inform Tata Power officer to authenticate the same from site itself.
- In case customer has dispute with Tata power regarding bill amount then inform Tata Power officer to authenticate the same & guidelines for further action required.
- Daily reporting of the actual job done at site need to be submitted in the evening in the pre described format.
- Confirm the plan of field visits to be conducted by vendor's staff for the day in advance to Tata Power employee.
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.

3) Field visits for revenue recovery by execution of disconnection of power supply as directed by Tata power officer by removal of only fuse/cut out in case customer does not make payment at the time of execution of disconnection:

- Daily scheduling of disconnection activity on daily basis for each zone will be provided by Tata Power officer for direct & changeover customers.
- Co-ordination with AEML disconnection team zone wise for actual disconnection of supply by removal of fuse/Meter from site in case of Tata Power customers and vendor staff has to reach AEML premises by 9.00 am for execution of scheduled disconnection.
- Vendor Staff has to manage for travelling along with AEML representative to the customer's premises.
- Execution of disconnection order by removal of fuse as per the instruction of Tata Power officer for direct customers.
- Ensuring effective disconnection of power supply & note down the meter reading before disconnection of supply.
- After effective disconnection, fuse box to be sealed with our seal properly with disconnection tag on the fuse box for direct customers.

- After effective disconnection fuse box need to be sealed with AEML seal properly with disconnection tag on the fuse box for changeover customers.
- Vendor staff has to inform consumer no. to call centre & their supervisor about disconnection of power supply from the site immediately, within 10 mins of sealing of Fuse box.
- Vendor Supervisor has to regularly update Tata power officer regarding disconnection executed at site.
- Vendor has to maintain the details of each & every seal used and has to maintain proper record & submit the same to TATA POWER officer on daily basis & reconcile the same on weekly/monthly basis.
- Submission of removed fuses to concern DSMG (division office) or stores as instructed by Tata power officer.
- Maintaining registers of removed fuses in zonal DSMG centre.
- Daily reporting of the actual job done at site need to be submitted in the evening in the pre described format.
- Confirm the plan of field visits to be conducted by vendor's staff for the day in advance to Tata Power employee.
- Appropriate penalty will be applicable if removed fuse is damaged by vendor's staff (Refer draft SLA attached).
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.

4) Field visits for revenue recovery by execution of disconnection of power supply as directed by Tata power officer by removal of only meters with wires from terminal cover / fuse as per company's policy:

- Daily scheduling of disconnection activity on daily basis for each zone will be provided by Tata Power officer for direct & changeover customers.
- Co-ordination with AEML disconnection team zone wise for actual disconnection by removal of meter from site in case of Tata Power customers and vendor staff has to reach AEML premises by 9.00 am for execution of scheduled disconnection.
- Vendor Staff has to manage for travelling along with AEML representative to the customer's premises
- Execution of disconnection order by removal of meter & terminal cover / fuse as per the instruction of Tata Power officer and company's policy.
- Ensuring effective disconnection of power supply & note down the meter reading before disconnection of supply.
- Post removal of meter the technician has to write down the consumer number at the place from where meter is removed. This is for easy reference and identification during reconnection.
- Vendor Supervisor has to regularly update Tata power officer regarding disconnection executed at site.
- Vendor has to maintain the details of each & every seal used and has to maintain proper record & submit the same to TATA POWER officer on daily basis & reconcile the same on weekly & monthly basis.
- Submission of removed meters to concern Zonal office or stores as instructed by Tata power officer.
- Daily reporting of the actual job done at site need to be submitted in the evening in the pre described format.

- Confirm the plan of field visits to be conducted by vendor's staff for the day in advance to Tata Power employee.
- Appropriate penalty will be applicable if removed meter is damaged by vendor's staff (Refer SLA)
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.

5) Field visits for revenue recovery to reconnect power supply as directed by Tata power officer for welcome (changeover) customers

- Reconnection activity call shall be provided by Tata Power officer for welcome customers as and when situation arises.
- Tata power officer shall inform vendor about reconnection order as & when required.
- Ensuring effective reconnection of power supply & note down the meter reading after reconnection of supply.
- Vendor staff has to inform consumer no. to call centre & their supervisor about reconnection of power supply from the site immediately, within 10 mins after disconnection is done.
- Vendor has to submit reconnection order duly filled on daily basis to our zonal office.
- Visit to customer premises as and when required for any kind of investigation.
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.
- Vendor has to maintain the details of each & every seal used and has to maintain proper record & submit the same to TATA POWER officer on daily basis & reconcile the same on weekly/monthly basis.

6) Field visits for reconnecting power supply of defaulted direct customers as directed by Tata power officer by installation of meter and terminal cover / fuse:

- Reconnection activity call shall be provided by Tata Power officer for direct customers as and when situation arises. Tata power officer shall inform vendor about reconnection order as & when required.
- Ensuring effective reconnection of meter
- Vendor has to submit meter installed report duly filled on daily basis to our zonal office for direct customers.
- Visit to customer premises as and when required for any kind of investigation.
- Vendor has to provide adequate manpower/resources to maintain efficiency of process as indicated in SLA.
- Vendor has to maintain the details of each & every seal used and has to maintain proper record & submit the same to TATA POWER officer on daily basis & reconcile the same on weekly/monthly basis.

7) Field follow up for revenue recovery after execution of disconnection of power supply/ Moved out consumers:

- To contact & inform customer at their premises regarding their dues and to recover the outstanding dues from the customers.
- Vendor staff will inform customers to pay the outstanding due at the customer relation centre or billing centre & if customer insists then they will collect only cheques/draft from them.
- To inform customer about legal action that can be initiated against them.

- Visit to customer premises as and when required for any kind of investigation or verifying the theft of electricity at site.
- Report of the actual job done at the site need to be submitted every day in the evening in the pre described format.
- Provide the plan of field visits to be conducted by vendor's staff for the day in advance to Tata Power employee.
- Vendor staff will deliver the legal notice to customers at the time of field follow up if required, so as to ensure prompt recovery of dues.
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.

8) Field visits for revenue recovery by execution of disconnection of power supply as directed by Tata power officer based on customer application:

- Daily scheduling of disconnection activity on daily basis for each zone will be provided by Tata Power officer for direct & changeover customers.
- Co-ordination with R-Infra disconnection team zone wise for actual disconnection by removal of meter/fuse from site in case of Tata Power customers.
- Execution of disconnection order by removal of fuse & meter as per the instruction of Tata Power officer.
- Ensuring effective disconnection of power supply & note down the meter reading before disconnection of supply.
- Disconnection of power supply can be either only removal of fuse or meter or both meter & fuse as directed by Tata power officer.
- After effective disconnection fuse box need to be sealed properly with disconnection tag on the fuse box.
- Vendor staff has to inform consumer no. to call centre & their supervisor about disconnection of power supply from the site immediately, once meter is removed.
- Vendor Supervisor has to regularly update Tata power officer regarding disconnection executed at site.
- Vendor has to maintain the details of each & every seal used and has to maintain proper record & submit the same to TATA POWER officer on daily basis & reconcile the same on weekly/monthly basis.
- Submission of disconnected fuses & meters to concern zonal office or stores as instructed by Tata power officer.
- Maintaining registers of removed fuses in zonal office
- Daily reporting of the actual job done at site need to be submitted in the evening in the pre described format.
- Confirm the plan of field visits to be conducted by vendor's staff for the day in advance to Tata Power employee.
- Appropriate penalty will be applicable if removed fuse or meter is damaged by vendor's staff (Refer SLA)
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.

9) Providing assistants to Tata Power employee during field visits for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for direct & welcome customers for recovery of overdue amount in case customer makes the payment at site during execution of disconnection.

- Daily scheduling of disconnection activity on daily basis for each zone will be provided by Tata Power officer for direct & welcome (changeover) customers.
- Co-ordination with Tata Power employee zone wise for actual disconnection of supply at site
- Tata Power employee will speak with customer for pending dues & if customer makes the payment through cheque or demand draft then accept the same or guide customer to make the payment at customer relation centre/bill centre immediately else execution of disconnection order (as per the instruction of Tata Power officer for direct & welcome customers).
- Collection of only cheques/Demand drafts from consumers at site & submitting the same at our CRC.
- In case customer provides the proof of payment then inform vendor supervisor from site itself.
- In case customer has dispute with Tata power regarding bill amount then Tata Power officer to authenticate the same.
- Daily reporting of the actual job done at site need to be submitted in the evening in the pre described format.
- Confirm the plan of field visits to be conducted by vendor's staff for the day in advance to Tata Power employee.
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.

10) Providing assistants to Tata Power Employee during field visits of welcome (changeover) customers for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for recovery of overdue amount by removal of only Tata meters in case customer do not make the payment during the execution of disconnection:

- Daily scheduling of disconnection activity on daily basis for each zone will be provided by Tata Power officer for welcome (changeover) customers.
- Co-ordination with Tata power employee zone wise as per schedule for actual disconnection of supply.
- Execution of disconnection order by removal of only Tata meters as per the instruction of Tata Power officer.
- Ensuring effective disconnection of power supply & note down the meter reading before disconnection of supply.
- After effective disconnection fuse box need to be sealed with AEML seal properly with disconnection tag on the fuse box for changeover customers.
- Vendor staff has to inform consumer no. to call centre & their supervisor about disconnection of power supply from the site immediately, within 10 mins of sealing of Fuse box.
- Vendor Supervisor has to regularly update Tata power officer regarding disconnection executed at site.
- Daily reporting of the actual job done at site need to be submitted in the evening in the pre described format.
- Confirm the plan of field visits to be conducted by vendor's staff for the day in advance to Tata Power employee.
- Appropriate penalty will be applicable if removed meter is damaged by vendor's staff (Refer draft SLA attached).
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.

11) Providing assistants to Tata Power Employee during field visits of direct customers for disconnection of power supply at consumer's premises as per company's revenue recovery & assurance policy for recovery of overdue amount by removal of fuse, meters with wires from terminal cover / fuse as per company's policy.

- Daily scheduling of disconnection activity on daily basis for each zone will be provided by Tata Power officer for direct customers.
- Co-ordination with Tata Power employee zone wise for actual disconnection at site
- Execution of disconnection order by removal of fuse, meter & wires from fuse as per the instruction of Tata Power officer and company's policy.
- Ensuring effective disconnection of power supply & note down the meter reading before disconnection of supply.
- After effective disconnection fuse box need to be sealed with our seal properly with disconnection tag on the fuse box for changeover customers.
- Vendor Supervisor has to regularly update Tata power officer regarding disconnection executed at site. Vendor should assist in tallying of disconnection & reconnection at site under supervision of Zonal officer, Seal reconciliation, Meter reconciliation.
- Vendor has to maintain the details of each & every seal used and has to maintain proper record & submit the same to TATA POWER officer on daily basis & reconcile the same on weekly & monthly basis.
- Submission of removed fuse, meters to concern Zonal office or stores as instructed by Tata power officer.
- Daily reporting of the actual job done at site need to be submitted in the evening in the pre described format.
- Confirm the plan of field visits to be conducted by vendor's staff for the day in advance to Tata Power employee.
- Appropriate penalty will be applicable if removed fuse or meter is damaged by vendor's staff (Refer SLA)
- Vendor has to provide adequate manpower / resources to maintain efficiency of process as indicated in SLA.

12) Providing resources for Carrying out Mass Disconnection at site for a lot of upto 100 cases from a single location/area.

- The cases for Mass disconnection will only be identified and approved by TPC officer before initiating any mass disconnections activity.
- To provide private security guards (bouncers) for safety of TPC officers & your technicians while handling the mob.
- To arrange for passenger vehicles for transportation of security guards & TPC officers for carrying out the scheduled mass disconnection
- To arrange vehicles for transportation of meters & any other materials.
- In case the scheduled mass disconnection activity is not executed due to any reason by Tata Power and if this is informed to vendor
 - a) Before 48 hours of the planned date then no payout will be given to vendor
 - b) Between 24 hours to 48 hours of the planned date then 50% payout will be given to vendor (i.e. 50% of the rate for resource arrangements)
 - c) On the site of the scheduled day then 75% payout will be given to vendor (i.e 75% of the rate for resource arrangements)

On execution of the mass disconnection activity then 100% payout will be given to vendor for resource arrangements. Additional payout will be given to vendor in case money is collected at site or disconnection is carried out, as per line item of Assistance for recovery & Assistance for disconnection.

13) TAB / Mobile Based disconnection / reconnection / Permanent Disconnection updation in system from site

Using Tablet / Mobile for updation of disconnection/ reconnection/meter removal for Permanent disconnection activities in our system directly from site.

1. TATA Power, Mumbai LA, is deploying Mobile GIS application for disconnection & reconnection activities. The data needs to be entered by vendor in Mobile / Tablets which shall enable TATA Power to eliminate errors of manual data entry in the back office.
2. Android Mobile / Tablets will be installed with software which is very user friendly. While deployment of software, TATA Power will train vendor teams on how to use software, to do data entry, collect geographic location of meter, take signatures and photos while filling forms.
3. Software has facility to download and upload data to TATA Power servers through 4G networks as well as through Wi-Fi, so new work orders can be downloaded and completed work orders can be uploaded to TATA Power server directly.
4. Android Tablets / Mobile shall be procured and maintained by Vendor, however these Tablets will be registered online with TATA Power and shall be used for carrying out activities of Disconnection, Reconnection and Revenue recovery activities only.

Specification of Tablet is as below.

Sr. No.	Minimum Technical specification requirement
Any mobile phone/tab with below mentioned specifications	
1	Internal memory of tablet 64 GB or more. (Please note, GIS data cannot be stored on SD card, so internal memory of Tablet is required to be more than 16GB or more)
2	RAM preferably 2 GB or more
3	Screen Resolution 1024 x 768 pixels or above.
4	Wi-Fi
5	4G / 5G
6	Bluetooth
7	8 MP primary camera
8	Internal GPS
9	Android OS version 4.1.1 and above
10	Size 7 inches or above

5. Mobile / Tablets shall not be used for any other purpose including for personal use.
6. TATA Power will apply Mobile Data Management policy on these Mobile / tablets so that these Tablets cannot be misused. However, responsibility of use Tablet for the purpose of TATA Power is sole responsibility of Vendor.
7. Map data, work order data and "Mobile GIS application "software installation data will remain the property of TATA Power. Vendor will have to inform TATA Power before removing the Tablet from the services for meter work order data capture. All the required data will be removed from the said Mobile/ Tablet.
8. Vendor has to ensure Mobile / Tablets have 4G connectivity, so that work order data can be downloaded and uploaded to TATA Power server. Maximum size of data that can be exchanged is expected to be 10 GB in a month.
9. Mobile / Tablets shall remain charged enough for completing all work orders. Recommendation is to keep power bank to provide additional battery life for the tablet.
10. Penalty for non-collection or wrong collection of data using Tablets will be as mentioned in SLA.
- 11) Recovery from Moved out consumers: To Ensure Follow-up on 100% Moved consumers through tele-calling / Site visit. Detailed Site visit report to be maintained and shared for 100% move out consumers along with Site photographs.
- 12) Recovery from consumers through Local Self-Help Groups / NGO: To engage local Self-help groups for commercial related activities (Application Processing / Meter Reading / Billing / Bill Dispatch / Revenue Recovery & Assurance activities / Enforcements etc.) as and when identified. Vendor has to bear the commercial aspect with local self-help group / NGO.
- 13) The vendor is supposed to do consumer KYC during site visit & follow-up. The details captured should be 100% accurate and authentic. The same has to be acknowledged with consumer signature on paper / Mobile App. The payment will be initiated as per below pay-out structure.

Sr. No	Details Captured	Pay-Out Rs. (Each Consumer)
1	Consumer name / Mobile Number / Email Id / WhatsApp Number	5

B) Key Service requirements:

- The vendor should provide a qualified safety officer for respective each zone.
- The vendor should provide a dedicated zonal office for respective each zone.
- The vendor should provide a dedicated supervisor for respective each zone.

- Proper structure of the agency with adequate telephone lines, printer, scanner, Computer with internet facility and basic stationary items such as papers, files, etc.
- Required trained & skilled manpower (ITI or Diploma holder in Electrical) with PWD license holders to carry out the disconnection activity i.e. removal of all types of meter /fuses.
- All vendor's technical staff has to clear the training program (TPSDI) arranged by Tata Power.
- For every 5 to 6 field agents/ tele callers there has to be a dedicated supervisor to manage and monitor their daily field activity & report accordingly.
- Vendor staff should be capable of noting the meter reading at the time of disconnection & reconnection of supply.
- These Electricians have to attend at least 15 to 20 customers in a day for disconnection.
- Vendor staff deployed for revenue recovery job should do only this job and they should not be shared for any other job for Tata power or other company's job.
- Required manpower has to be provided on daily basis by vendor to ensure higher productivity.
- Vendor staff has to co-ordinate with our call centre and Tata power employee after execution of every disconnection and reconnection field visit.
- Vendor staff has to provide daily disconnection and reconnection reports to Tata power employee after execution of every disconnection and reconnection field visit.
- Vender has to provide daily MIS in prescribed format at the end of the day.
- Every individual officer/staff of agency should have a valid ID card and have to wear formal dress whenever visiting to customer premises.
- Every individual officer/staff of agency should be trained on communication skills before they start visiting to customer premises.
- Safety measures have to be strictly followed by the staff / electrician while disconnecting the power supply or removing of meter from site.
- Vendor has to ensure site safety after removing meter from site by electrician. (Incomer & outgoing wires of the meter should be properly provided with insulation tape from safety point of view).
- To report execution of every disconnection/reconnection call to call centre & Tata Power team within 10 minutes of job executed.
- Agency has to provide safety tools to each electrician/staff such as helmet / face shield/ torch/hand gloves, safety shoes, set of screwdrivers, tester, fuse puller, pliers, Insulation tape, first aid kit etc.
- Submission of removed fuses & meters to concern division office or stores as instructed by Tata power officer.
- Vendor has to submit disconnection/reconnection /meter removed/ modem with memo duly filled on daily basis to our respective zonal office (before 11.30 am of the next day of job executed)
- Collection of only cheques/Demand drafts from consumer at site & submitting the same at any of the Bill collection centre or Customer relation centres.
- Daily detail report of field visits done by the entire team of vendor needs to be shared with the respective managers before the end of a day.
- Agency has to provide bike to these electricians & they should be able to drive bike for more productive work.
- Disconnection process has to be strictly followed by vendor as decided by Tata Power Company.

- Vendor has to maintain & provide the record of disconnection Tag & seal used on weekly and monthly basis for reconciliation.
- Vendor's staff has to handle removed meter & fuse properly without damaging the same. Vendor has to ensure Submission of Removed meters to Zonal Stores.
- If any type of instrument is provided to vendor by Tata Power Company than vendor has to ensure proper usage of that instrument & if that is damaged or lost by vendor staff, there will be penalty levied on vendor to recover the cost of that instrument including all types of taxes.
- Vendor has to ensure & deliver the base level of performance as mentioned in SLA.
- Vendor has to give incentive to his staff based on their individual performance under the guidance & supervision of Tata power officer.
- Vendor has to submit the removed meter from site to stores on the same day & provide the RFW document to stores on the next day.
- The vendor should motivate and promote EV drive by providing EV bikes / Scooter to the team for Revenue recovery and Assurance activities.

C) Monitoring of performance:

- 1) Report of daily and monthly visits done against the planned visit for each vendor staff.
- 2) No. of cases visited by individual electrician has to be analysed into two parts, cases are either disconnected or total outstanding payment collected.
- 3) Penalty will be levied if the minimum target is not achieved as per the service agreement between the vendor and Tata Power Company & details mentioned in penalty clause
- 4) Collection & deposition of cheques collected from site should be on daily basis.
- 5) Reconciliation report of each & every seal used along with summary sheet in prescribed format for reconciliation by the vendor staff has to be provided on weekly basis.
- 6) Report of daily and monthly telephone calls made by the vendor staff against the actual plan of the day.

D) PROPOSED SLA:

Proposed SLA is attached as Annexure-C.

Man-Effort:

You shall deploy adequate manpower, in terms of numbers and skills, considered necessary by Tata Power representative for carrying out the work under this Order, as per schedule.

Confidentiality of Data & Documents:

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the Tata Power shall belong to and remain with the Tata Power. The Agency appointed for revenue Recovery & assurance activity shall not utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the Tata power. The Contractor shall be bound to hand-over the entire set of records of assignment to the Tata Power within a period specified in the contract and before the final payment is released by the Tata Power.

Management of Seals & disconnection tags:

The seals & disconnection tag provided to the vendor for disconnection activity need to be maintained properly and an inventory report needs to be submitted on monthly basis in prescribed format to Tata Power process managers. Cost incurred against any damage or loss of the material shall be charged to vendor. MIS report of meter seals to be submitted on monthly basis.

Billing & Penalty Calculation

- Billing cycle will be from 17th of the month to 18th of that month.
- Cases will be allocated to vendor after 17th of the month & throughout the month.
- Vendor has to submit their closure file on or before 17th of the month. In case vendor fails to submit the closure file within this timeline then the latest file available with Tata Power will be considered for billing.
- Resolution (i.e. money collected or supply disconnected) for the month will be calculated as mentioned below
- No. of cases resolved in the entire billing cycle (17th of the month to 18th of the next month) =X
- No. of cases not resolved & have been allocated on or before 18th of the month (before 12 noon) =Y
- Resolution in percentage = $X / (X+Y)$
- Penalty will be levied as per SLA in case the SLA parameters are not match.
- Cases that are considered as resolved in a particular month but if the cheque collected gets dishonoured after the billing cycle, then the pay-out given in the previous month for such cases will be deducted in the subsequent month billing.
- Cases that are under dispute & pending for resolution from Tata Power will not be considered for calculating penalty.
- Proposed - Cases where vendor has made the effort to collect the dues but still there is balance overdue amount which is less than Rs.500/- will be considered as resolved and vendor will be paid accordingly. (Base overdue amount on the date of allocation will be considered e.g., Rs. 5000 is overdue on the date of allocation and the vendor has recovered Rs. 4501 then it will be considered as resolved and if the vendor has recovered only Rs. 4499 then it will be considered as unresolved)
- Return from work meters MIS to be maintained. Tally of meters removed & submitted back to zone to be tracked

3. Price, Quantity and Contract Period:

Prices mentioned in the agreement are firm and not subject to escalation till the execution of all the orders placed under this agreement during the contract period or extended

contract period as mutually agreed till the execution of services, even though the execution of the order may take longer time as the contract period stated in OLA/PO.

Quantities are only indicative and specified for the purpose of readiness. Quantities do not imply any commitment for Firm Order placement. Tata Power shall be entitled in its own discretion to place firm order for such quantities on "As and When Required Basis" without minimum take-off guarantee. Services are to be affected only against Firm Purchase Orders placed as per the terms and conditions of this Outline Agreement.

The SLA parameters shall be jointly discussed and agreed on YoY Basis for betterment.

4. Taxes and Duties:

GST as applicable shall be paid. Present rate is 18%.

The Owner shall pay the invoices to the Contractor after deducting applicable Income Tax / Withholding tax etc. as per the applicable laws and necessary TDS Certificates shall be issued by the Owner for the same once in a year.

5. Performance Bank Guarantee:

The Contractor shall provide unconditional and irrevocable Contract Performance Bank Guarantee for 10% of the Purchase Order as per the format prescribed by the Owner within 7 days of receipt of Purchase Order. In case of failure in submission of PBG, 10% of the monthly running bills shall be retained every month till the Contract Period.

6. Terms of Payment: Bills shall be submitted on monthly basis.

100% payment of the monthly bill amount shall be paid after 60 days of receipt of Bills certified by the OLA manager and the jointly signed Performance sheet indicating the actual performance against the agreed performance.

Annexure C: SERVICE LEVEL AGREEMENT FOR BA PROVIDING SERVICE FOR RRA

Sr . n o.	Key Service Requirement	SLA Parameter	Penalty	Pre Requisites / Conditions	SL A m et	Pena lty Amo unt
1	Resolution of cases with overdue > 50,000/- (both D1 & D2) (Segment 1 - D2)	100%	Penalty of Rs.10000/-if resolution is < 100% for D2 - Segment 1 cases	Vendor have to complete the follow up activity in below mentioned time line. A.) Tele calling & field visit for all D1 & D2 cases to be done & for high value (>50 K).		
			Incentive of Rs.10000/- if resolution is 100% in the month.	B). All Field person should bring the latest contact, reason of default, nature of business details and update the tele calling team for better coordination. Escalate to TPC officer, in case of any dispute.		
			Incentive of Rs.5000/- if resolution is > 95 % in the month.	C) Notices to be delivered to consumer as and when required		
2	No.of Cases to be resolved during scheduled day of Disconnection (Segment 2)	92%	Penalty of Rs.12500/-if resolution is < 75% in the month.	A) Site disconnection intimation to be given to Call center immediately, B) No part payment /PDC/Invalid chq to be accepted on schedule date unless instructed from TPC Dharavi Office. C) Site Disconnection team should inform to TPC Dharavi office before closing		
			Penalty of Rs.10000/-if resolution is >=to 75% & < 80 % in the month			
			Penalty of Rs.5000/- if resolution is > 80 % & < 82% in the month.			
			Penalty of Rs.3000/- if resolution is			

			> 82 % & < 85% in the month. No penalty if resolution >85% & < 87%. Incentive of Rs . 5000 if resolution >85% & < 90%. Incentive of Rs . 10000 if resolution >90%.	day for disconnection. D) High DPD (180, 180+) cases have to be mandatorily visited at site within 5 days from date of allocation, or in the first schedule. E) Vendor shall not be penalized for reasons beyond their control F) Notice to be delivered to consumer as and when required.		
3	No.of cases to be resolved before scheduling of cases for disconnection in a period (Segment 3)	90%	Penalty of Rs.15000/-if resolution is < 75% in the month. Penalty of Rs.7500/-if resolution is >=to 75% & < 80 % in the month Penalty of Rs.3000/- if resolution is > 80 % & < 82% in the month. Incentive of Rs.3000/- if resolution is > 87 % & < 90% in the month. An incentive of Rs. 10000/- if resolution >90% & < 95%. An incentive of Rs. 15000/-, if	Vendor have to complete the follow up activity in below mentioned time line. A.) Tele calling & field visit for all D1 cases to be done & for high value (>50 K) & high DPD (>=120 DPD) to be completed within 5 days. B). All Field person should bring the latest contact, reason of default, nature of business details and update the tele calling team for better coordination. C) Notices to be delivered to consumer as and when required D)Vendor shall not be penalized for reasons beyond their control		

			resolution >= 95%.			
3	Resolution of High DPD > 90 DPD (D2 cases)	100%	Penalty of Rs.10000/-if resolution is < 100% for D2 90 DPD cases Incentive of Rs.10000/-if resolution is >100% for D2 90 DPD cases	Vendor have to complete the follow up activity in below mentioned time line. A.) Tele calling & field visit for all D1 & D2 cases to be done & for high value (>50 K).		
4	Daily MIS and feedback from agency before 2.00 pm every day	100%	1) Penalty of Rs. 300 per incident for not providing the feedback & MIS data on time 2) In correct MIS - Rs. 150 per incident 2) Penalty shall be imposed to the Supervisor who is responsible for any delay	Daily MIS should cover individual team capacity Vs actual calls and visit done, Variance for Short fall against Calls/visit to be provided team wise. Cases which are not resolved should provide the details feedback on case to case basis. Like tele calling and Field visit with date/feedback, Codes, Reason for non-resolution.		
5	Reconnection of customers at site within 8 hours	100% compliance	1)A Penalty of Rs. 1000/- per case will be levied for delay in reconnection at site. 2) Penalty shall be imposed on both the Technician and Supervisor responsible for any delay or error in the disconnection and reconnection process.	SMS to be sent to server regarding the reconnection from site within 15 minutes of reconnection. Penalty will be applicable only if the delay is due to vendor's staff mistake		
6	Ensuring correctness of Data entered on disconnection/reconnection/meter removal	100% Accuracy of Data recorded on order (disconnection/reconnection/meter removal	a) Penalty of Rs 500/- Per mistake of	a) To adhere the time line for status updation in SAP system for		

	memo or Tablets & their submission to Tata power officer.	memo & submission to Tata power officer before 1.00 pm of next day	incorrectness of data on memo/ order/Email/ Tablet.	avoiding queries and complaints from the consumer reconnection /disconnection. Via email & TAB		
			b) Penalty of Rs.100/- per case for delay in submission of the requisite orders to Tata power employee.	b) Ensure correctness of report for disc/reconnection done at site, for which TPC officer will do random visits.		
			c) Penalty of Rs. 2000/- for wrong installation/r emoval meter, than the one reserved or allocated. Penalty of Rs. 2000/- incident of wrong reports of disconnection or reconnection .			
7	Availability of required Tools, PPE in good condition. No work will be carried without PPE	100% Compliance	Penalty shall be imposed on both the Technician and Supervisor responsible for any delay or error in the disconnection and reconnection process.	List of required Tools / PPEs is attached as Annexure II.		
			Penalty of Rs. 500/- for first default in the month	In case vendor does not provide tools / PPE, Tata Power shall provide the same and penalty shall be levied.		
			Rs. 1000/- for second default in the month			

			Rs. 2000/- for third default in the month			
8	Non compliance of any instruction given by Tata power by Email/call or wrong reporting of status of disconnection /reconnection.	100% Compliance	Penalty of Rs. 2000/- per incident	Eg: Hold disconnection cases, Stop follow-up information, removal of Ct meter/ incorrect meter no, Late reporting to R infra office on date of schedule/ Any High Value case for Visit.		
9	Penalty against consumer's complaint regarding behavior of associate or any kind of integrity matter	NIL complaints	In bad behavior /integrity matter the concerned person will have to be terminated. Penalty of Rs. 5000/- per incident.	Vendor to ensure decent behavior of associate with Consumer & clean on the integrity of their staff.		
10	Loss of any Tata Power meter/Seal/Fuse (FIR lodged with Relevant Police station and informing Tata Power within 3 working days	NIL Loss of meters/Seal/Fuse	Rs. 5000/- per single phase meter	Security of the meters is Vendor's responsibility. Vendor shall report such incidence to Tata Power immediately		
			Rs. 15000/- per three phase meter			
			Rs. 25000/- per CT meter			
			Rs. 500/- per seal or Fuse.			
11	Field visit is mandatory for all the cases scheduled, before the scheduled date.	100% compliance	Rs.500/- per case	To ensure that, if consumer is interested in making payment, it is either collected or deposited. Also to capture any exception like dispute/Recon/Lock(MNA)		
12	No Disconnection of common meter for residential society/PD - CT & HT meter without approval of TPC officer in writing	100% compliance	Rs.5000/- per case	Disconnection of common services in the presence of TPC officer.		
13	Minimum Manpower to be Maintained each day. (FOS / Technician) & for failure to use the Dynamic Form	100% compliance	Rs. 5000/- per instance & for failure to use the Dynamic Form Rs. 50/- per case	Penalty will be levied for each instance if minimum man power is not made available by the BA &		

				failure to use the Dynamic Form		
14	Breach of data protection	100% compliance	Rs. 1,000/- per incident	Any breach of data protection or confidentiality shall attract a penalty of Rs. 1,000/- per incident, along with legal action as per applicable law.		
15	Discontinues of Services	100% compliance	Penalty an amount equal to the last and current month's billing will be imposed	Any discontinuation of services during the contract period will result in a penalty		

***** SLA subject to be changes as and when required by Tata Power**

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.

FORMAT F.1
Format for Query / Clarification / Deviation (QCD)

Tender No

Package Name

Bidder :

The said format to be used only for any Pre-bid Query / Clarification/ Deviation on any of the Tender documents

[illegible]

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

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

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

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

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

1. Contractor's obligation:

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

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

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

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

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

2. Service Warranties:

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

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

3. Compliance of Local Laws:

Contractor shall be responsible and shall comply with the provision of all the Statutory Acts Applicable. Special attention of the Contractor is drawn towards the compliance of provision of the following statutes: (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

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 statutes, rules & regulations by the use of or sale of any article or material supplied by the Contractor. The indemnity shall include any infringement of patent, trade mark, design, copyright or other property rights whether in Country of Origin, or elsewhere resulting from the Contractor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by the Contractor to the 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.

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.

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

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 statutes: (along with the latest amendments/additions, as applicable):

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

Social Accountability (SA 8000):

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

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

Health and Safety

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

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

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

Grievance Mechanism

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

Data Protection

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

ANNEXURE-I



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

Signature

Business Associate Name

ANNEXURE-II

CORPORATE SUSTAINABILITY POLICY

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

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

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



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



Supplier Code of Conduct

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

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

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

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

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

Do’s

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

Don’ts

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

Reporting Violations

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

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

CYBERSECURITY COMPLIANCE

The Vendor unconditionally undertakes, for the entirety of the contract term and the warranty / support period, to comply with the cybersecurity obligations set out below. Acceptance of this clause is a condition precedent to award; non-compliance constitutes a material breach.

1. Universal Obligations — applicable to all Vendors and all supplies

- (a)** ISO/IEC 27001:2022 certification covering the supply scope is maintained current; where the supply includes vendor develop software, firmware, or a vendor operated software solution, an independent third-party VAPT of the offered solution has been conducted within the last 12 months (this VAPT requirement does not apply to distributors reselling OEM hardware such as laptops, switches, routers, and similar IT/OT and networking equipment's).
- (b)** No private Wi-Fi, personal hotspots, 4G/5G modems, unmanaged switches, or unauthorised broadband shall be deployed at Tata Power sites. All remote access shall be conducted exclusively through Tata Power's approved Secure Remote Access (SRA) solution and processes defined.
- (c)** MFA is enforced for privileged and remote access; integration with enterprise IAM (SAML 2.0 / AD / LDAP) is supported; RBAC under least privilege is applied; dedicated named accounts are used (no shared Vendor credentials); hardcoded or default credentials are prohibited in production; data is encrypted at rest using AES-256 (or equivalent) and in transit using TLS 1.2 or higher, with SSL / TLS 1.0 / 1.1 disabled.
- (d)** All operational, configuration, and diagnostic data remains the sole property of Tata Power; the supplied solution contains no hidden telemetry, backdoors, undisclosed data collection, or background cloud synchronisation.
- (e)** For IT solutions and applications, security patches shall be provided within: Critical (CVSS $\geq$ 9.0) 15 days; High (7.0–8.9) 30 days; Medium (4.0–6.9) 60 days; Low ($<$ 4.0) 90 days. For OT solutions, security patches for vulnerabilities with a CVSS score above 8.0 shall be provided to Tata Power as and when released by the OEM / Vendor, after due testing in a representative environment to prevent operational instability. Zero-Day interim mitigation is issued within 24–48 hours of internal discovery. Not less than 12 months' written notice of any EOL / EOS milestone shall be given.
- (f)** Tata Power shall be notified of any confirmed or suspected security breach within 4 hours of discovery, with full cooperation for CERT-In's 6-hour mandate.

2. Conditional Obligations — applicable where the supply category applies

- (a)** IT Software / Firmware (where the supply includes Vendor-developed software or firmware): A documented SSDLC with SAST, DAST, and SCA gates is operated; a machine-readable SBOM is delivered identifying all components, versions, licences, and known CVEs at delivery.

- (b) IT Hardware & Endpoints** (servers, workstations, laptops, network equipment): EDR / AV with 3 years of free updates is bundled, or formal compatibility with Tata Power's chosen EDR / AV with central manager is declared; Windows endpoints are hardened to CIS Benchmark Level 1; BIOS / UEFI password protection is enabled; boot-from-external-media is disabled; USB ports are lockable; unused ports, services, and default accounts are disabled and documented; shipments arrive in tamper-evident packaging.
- (c) Operational Technology / ICS** (PLCs, RTUs, IEDs, SCADA, EMS, DCS, HMIs, OT firewalls, MES, SIS, engineering workstations and OT endpoints/computers): IEC 62443-4-1 and 4-2 compliance is held or independently assessed; architecture aligns with the Purdue Model with a Communication Matrix; MES-to-OT exchanges traverse approved OT firewalls (no direct IT-to-Level 1 / 2 connectivity); Secure Boot with cryptographic firmware validation; offline patching via removable media or local update server (no internet dependency); SIS is physically and logically segregated from BPCS (no shared credentials, networks, or power); secure industrial protocols supported (DNP3 SAv5, IEC 61850 with TLS, OPC-UA SignAndEncrypt) — Telnet, FTP, SNMP v1 / v2c, unencrypted HTTP, rsh, rlogin are not used on any OT segment; application whitelisting enabled on HMIs by default; all OT project files (PLC / DCS / RTU programs, HMI projects, SCADA exports, IEC 61850 SCL / CID / SCD files, network device configs, SIS files) are delivered in native and vendor-agnostic formats at handover and refreshed after every configuration change. Cybersecurity compliance during FAT and SAT is a condition of acceptance; non-conformance entitles Tata Power to reject equipment without commercial impact, with any re-FAT / re-SAT at Vendor's cost.
- (d) Cloud / SaaS** (solutions hosted outside Tata Power's infrastructure): A current SOC 2 Type II report or ISO 27017 / 27018 certification covers the offered service; all data processing, storage, and transmission occurs exclusively within India unless explicitly approved in writing by the Tata Power CISO and Legal teams.
- (e) Personal Data Processing** (any solution processing personal data on behalf of Tata Power, regardless of hosting model): The Digital Personal Data Protection Act, 2023 is complied with; a Data Processing Agreement defining data categories, retention, deletion, sub-processor disclosure, and the Vendor's processor role shall be executed prior to go-live.

3. Remedies, Indemnity, and Survival

- (a)** Any false, misleading, or materially incomplete declaration, or any material non-compliance with this clause, shall entitle Tata Power to: (i) disqualify the bid; (ii) terminate any awarded contract for material breach; (iii) forfeit bid security and performance guarantees; (iv) blacklist the Vendor for a period determined by Tata Power; and (v) pursue such other legal recourse, civil or criminal, as may be available.
- (b)** The Vendor shall indemnify Tata Power against losses, penalties, damages, regulatory fines, and reasonable legal costs arising from a security breach attributable to the Vendor's negligence or non-compliance with this clause.
- (c)** Sub-clauses 1(d), 1(f), 2(d), and 2(e) shall survive expiry or termination of the contract for the period during which Tata Power data remains in the Vendor's custody, or any obligation remains capable of giving rise to a cause of action, whichever is longer.