



TATAPOWER-DDL



**Value contract**

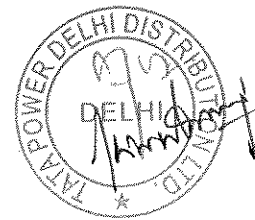
<b>Vendor Address</b> M/s Smart Data Processing Services 72, Janpath, First Floor New Delhi - 110001 Vendor Code : 4402262	Contract No. : 4600002677 Release Date : 26.08.2014 Validity Start : 01.08.2014 Validity End : 31.07.2019
Contact Person : Contact No. :	Contact Person :Selva Ganesh S P Contact No. :+91 9971395257
<b>Consignee Address</b> Tata Power Delhi Distribution Limited, Corporate Office, Hudson lines, Kingsway Camp, New Delhi - 110009.  TIN No. 07880254419	<b>References :</b> Tender enquiry TPDDL/ENGG/ENQ/200000473/14-15 Tech. Bid Opening dated: 03.06.2014 Price Bid Opening dated: 24.06.2014 Negotiation Meeting dated: 15.07.2014

Sub. Contract for Payment Collection through Kiosk Machines

Target Value : 10614893.00 INR ( ONE CRORE SIX LAKH FOURTEEN THOUSAND EIGHT HUNDRED NINETY THREE Rupees )

**Completion By:**

- (i) Technical Specifications : Annexure I Attached
- (ii) Schedule of items / quantities/Rates : Annexure II Attached
- (iii) Completion / major milestone schedule : Annexure III Attached
- (iv) General Conditions of Contract : Annexure IV Attached
- (v) special conditions of contract : Annexure V Attached



For Tata Power Delhi Distribution Limited

*[Signature]*  
AUTHORIZED SIGNATORY

**SANJAY BANGA**  
Head (Project, Engineering & Contracts)  
TATA Power Delhi Distribution Limited

**Important Note:-** This document does not assure or warrant as regards the measurement of performance, non-performance or short performance by the party named as contracting party herein other than TPDDL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPDDL.

**Tata Power Delhi Distribution Limited**  
(A Tata Power and Delhi Government Joint Venture)  
NDPL House, Hudson Lines, Kingsway Camp, Delhi-110009  
Tel 91-11-66112222-31 Fax 91-11-27468042  
CIN No. : U40109DL2001PLC111526  
Email : TPDDL@tatapower-ddl.com, Website: www.tatapower-ddl.com

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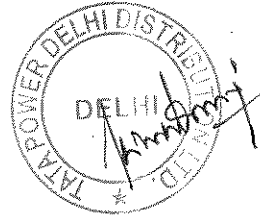


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Annexure II Contract No. : 4600002677

Schedule of Item/ Quantities/ Rate

SNo.	MATERIAL CODE DESCRIPTION DETAILS / SPECIFICATIONS	Qty	Unit	Rate	Disc.	Excise/ SurCh arge%	Tax %	Amount
1.000	Payment Collection through Kiosk Machine							
1.001	Per Transaction Charge for Cash		EA	5.40	0.00			
1.002	Per Transaction Charge for Cheque		EA	4.30	0.00			
1.003	Per Transaction Charge for Card		EA	4.50	0.00			
	<b>Service Subtotal</b>							
	<b>Services Total</b>						12.36	





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Annexure - v

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Special Conditions of Contract:

- The contract shall be valid from 01.08.2014 to 31.07.2019 and the value allotted shall be for initial one year only.
- The initial contract value shall be INR 10614893/-
- The Engineer-in-charge of the contract shall be HoG (RCG) or his nominated person.
- TPDDL 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 shall be borne by TPDDL.

Price Variation Clause:

The rate contract shall be placed for five years and the prices shall be firm for initial period of 1 year (i.e up to 31.07.2015) and later the price shall be revised on every change in labor wages. The prices will be applicable as per formulae given below:

$$R1 = R0 + (0.55 \times R0 \times \% \text{ Wage Cost Index (WCI)}) \text{ Where, , ,}$$

R1 = Rate effective after first year of the contract,

R0 = Initial Rate at the start of contract

$$WCI = (W1 - W0) / W0 \times 100$$

W1= Minimum Wages applicable after issue of circular on labor wages (declared by Govt. of NCT, Delhi)

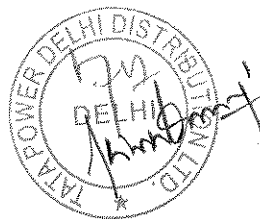
W0= Initial Minimum Wages of on due date of submission of tender (declared by Govt. of NCT, Delhi)

Scope of Work and Service Level Agreement:

A.,,Business Associate(s) shall install the Bill Payment Kiosks at the locations proposed by Tata Power Delhi Distribution Ltd. (TPDDL) to accept the payment against the electricity bills from consumers residing in TPDDL licensed area. Presently, there are 58 kiosks installed at various locations (list given in Annex-A) and 4 sites (proposed list given in Annex-B) are under construction for installing the new Bill Payment kiosks.

Key requirements from Business Associate(s):

1.,,Business Associate(s) should provide a full end-to-end Bill Payment Kiosk solution and appropriate Customer Care for each Bill Payment





## TATAPOWER-DDL

### Contract Riders

Kiosk.

- 2.,,Kiosks should function from 8 am to 8 pm, Monday-Saturday
- 3.,,The kiosk should accept bill payments through cash, Cheque /DD and credit card/debit card.
- 4.,,A semi-skilled executive must be available to operate the kiosk from 8 am to 8 pm, Monday-Saturday.
- 5.,,CIT (Cash In Transit) of all kiosks should be done on daily basis.
- 6.,,All cash / cheque collection should be banked the next working/Banking day by 10:00 AM.
- 7.,,Business Associate(s) should provide bank-wise segregation of cheques if it is required by TPDDL.
- 8.,,Business Associate(s) shall comply with the obligations set out in the SLA with respect to the operation and security of Bill Payment Kiosks.

Key facilities provided by TPDDL to Business Associate(s) for kiosks:

- 1.,,Kiosks shall be installed only at TPDDL owned buildings and space for it shall be provided by TPDDL.
- 2.,,Cost of rent and electricity shall not be charged to Business Associates for running the kiosks.
- 3.,,Basic infrastructure like construction of cabin for the kiosks, ACs, fans and chairs will be provided by TPDDL.
- 4.,,Wherever available, network through LAN/WAN shall be provided by TPDDL.
- B.,,Specifications for the kiosk/IT requirements:
  - 1.,,The kiosk must have bar code scanner, POS terminal for accepting credit/debit cards, cheque reader, cash acceptor (DBA), speaker for voice instructions for kiosk operations, receipt printer.
  - 2.,,The kiosk should have touch screen display.
  - 3.,,The kiosk should be windows based and should have window 7 or above upgradable.
  - 4.,,All software like windows, Oracle etc., must have valid licenses.
  - 5.,,Business Associate(s) shall bear the cost of all software installed on the kiosks.
  - 6.,,The kiosks must have provision for both LAN and GPRS based communication.
  - 7.,,Expenses like purchase of data card and its monthly rental shall be





## TATAPOWER-DDL

### Contract Riders

borne by Business Associate(s), in case of GPRS bases kiosks only.

8.,,If any intermediate server is required between the kiosks and TPDDL's server, the same shall be arranged by Business Associate(s) on its own cost.

9.,,The kiosks should have Offline Mode option to accept payments when network is not available.

10.,,Kiosks application should have provision for capturing mobile numbers / email id.

11.,,Business Associate(s) should develop, enhance & maintain the application with following functionalities/ features without any additional cost to TPDDL

a.,,Energy payment against regular bills

b.,,Energy instalment payment

c.,,Non-energy payment

d.,,Theft bill payment

e.,,Theft bill instalment

f.,,Advance payment

g.,,Payment for pre-paid meter cases

h.,,Interface to synch data from TPDDL's server

i.,,Reports

Specification for above functionalities would be provided by TPDDL. The application for these functionalities should be parameterized for agility

12.,,If required, Business Associate(s) should provide copy of licensed software installed on hardware installed on TPDDL's network.

13.,,Any equipment and applications installed on TPDDL's network and domain should be configurable with dynamic IP.

14.,,Business associate(s) should have suitable agreement with respective OEM's to update the license software with latest version.

15.,,Business Associate(s) should have suitable maintenance agreement/spares/ SLA with hardware supplier to ensure that TPDDL's collection is not affected and SLA is met.

16.,,Business Associate(s) should have suitable software installed on the Kiosk to identify and remove any undesired and malicious codes like viruses and malwares.

17.,,Any LAN based controller being provided by Business Associate(s),





## TATAPOWER-DDL

### Contract Riders

would be installed in our data centre.

18.,,Business Associate(s) should provide at least one CCTV camera on the kiosk with three day's recording back up at the local machine as well as at central place.

C.,,Bank Guarantee:

Business Associate(s) shall furnish a Bank Guarantee to TPDDL for the amount not less than three consecutive day's cash collection within 7 days from the date of execution of agreement, which shall be valid for a period of five years and for the period of any subsequent extension of this agreement. The said bank guarantee shall also be available as a security in relation transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank Guarantee. TPDDL shall review the Bank Guarantee in line with cash collection from to time and if it is found to be less than the three consecutive day's cash collection, additional Bank Guarantee shall be asked for in order to fully cover the risk.

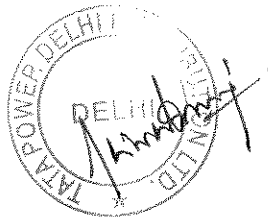
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D.,,Security Requirement:

a),,Insurance for physical cash/cheque/DDs/Pay orders shall be the responsibility of Business Associate(s) while accepting the TPDDL energy bills including cash/cheque/DDs/Pay orders lying in machine at other sites until Cash/Cheque/DDs/Pay orders are carried from TPDDL location & deposited in the TPDDL's nominated Bank. Any loss, including consequential loss, to TPDDL due to theft/fire/burglary or any other untoward incidence etc. shall be made well to TPDDL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum shall be charged by TPDDL without prejudice to its other rights as may be available to it under law.

b),,Security and Key control of the Bill Payment Kiosks remains the responsibility of Business Associate(s).

c),,Security of assets like chairs, ACs, fans shall be the responsibility of Business Associate(s) wherein kiosks are installed at a separate cabin and its opening & closing lies with Business Associate(s) itself. However, where kiosks are installed along TPDDL owned bill payment centres, TPDDL shall be responsible for security of all these assets.





## TATAPOWER-DDL

### Contract Riders

E.,,Business Associate(s) shall develop its software to accommodate the multi-biller facilities at the kiosk and explore the feasibility with other utility companies like water, telecommunication, financial institutions etc. for accepting payments against their bills at the kiosks. Revenue earned from such services shall be shared between TPDDL and Business Associate(s) on case to case basis on mutually agreed terms.

F.,,Business Associate(s) shall explore the revenue through advertisements on payment receipt generated by the kiosks. Revenue earned from such services shall be shared between TPDDL and Business Associate(s) on mutually agreed terms.

G.,,Business Associate(s) shall be asked to install the new kiosk at the new location from to time as per the requirement. TPDDL shall inform the Business Associate(s) 30 days prior to the actual installation date in order to make arrangement for the kiosk and keep it ready in the required time.

H.,,Business Associate(s) may also be asked to introduce Rent-Model concept in future wherein kiosks shall be installed at rented premises at other than TPDDL locations. Commercials for such services will be mutually discussed and agreed.

### I.,,Other Obligations

#### Business Associate(s) Obligations:

- 1.,,Business Associate(s) shall provide a full end-to-end Bill Payment Kiosk solution with respect to bill payment services for TPDDL (Tata Power Delhi Distribution Ltd) consumers through Cash/Cheque/Credit Card
- 2.,,Provide hardware and software as well as install, own and operate the Bill Payment Kiosk at its own cost.
- 3.,,Suitably maintain and service the Bill Payment Kiosk regularly.
- 4.,,Operate the Kiosks from 8AM to 8PM (Monday to Saturday). However, in case required Business Associate(s) shall operate the kiosk on Sundays/Holidays (except on national holidays).
- 5.,,Provide training and assistance to TPDDL customers for Kiosk usage.
- 6.,,Maintain and bear the expense of all required insurance coverage in relation to the Cash/Cheque Pickup service provided.
- 7.,,Organize the enabling of the communications link between our server and Business Associate(s) Server/Kiosks.





**TATAPOWER-DDL**

### **Contract Riders**

- 8.,,Formulate and execute the promotion plan and schedule along with TPDDL on a mutually agreeable and case by case basis.
- 9.,,Maintain a detail of transaction volumes within its System for at least one month or till reconciliation is done.
- 10.,,Provide electronic transaction services, including, without limitation, transaction settlement and connectivity to the TPDDL payments network.
- 11.,,Co-ordinate the testing, installation and application of Bill Payment Kiosks which it agrees to connect to the TPDDL Network.
- 12.,,Provide semi-skilled operators during the working hours of kiosk.
- 13.,,CIT (Cash/Cheque Pickup service) of kiosks should be done after 11 AM (preferably or as late as possible) on every working day. If CIT is not done on any working day, Business Associate(s) shall pay interest loss @18% per annum on the collected amount lying in the kiosks.
- 14.,,Daily deposit of cheques/DDs and cash in TPDDL's designated banks by 10AM on Day-1 (where Day-0 is collection/pickup day and Day-1 is date of deposit, and day here means banking day). If Business Associate(s) fails to do so, it will pay to TPDDL without question any interest loss @ 18% per annum.
- 15.,,The banking MIS shall be mailed to our designated Bank latest by 9 AM on Day 1 (next working day) with a copy to TPDDL.
- 16.,,Provide additional support services that are agreed in writing with TPDDL from time to time. These services shall be reflected in the agreement which will be signed off by both TPDDL and Business Associate(s).
- 17.,,Business Associate(s) will ensure that there should be minimal wrong entries/punching errors by machine operators resulting in manual processing of correction entries by TPDDL leading to consumer dissatisfaction and loss of man-hours. Total no. of such wrong entries/punching errors should not be more than the total no. of machines in a month (i.e. only one wrong entry is allowed per machine). A charge of Rs 100/- per wrong entry/punching error by operator will be charged by TPDDL to Business Associate(s), if wrong entries are more than the prescribed limit.
- 18.,,All the bankable cheques shall be reconciled for amount against the data captured from Kiosk vis-a-vis with physical cheques and the







## TATAPOWER-DDL

### Contract Riders

exception if any reported to TPDDL.

19.,,If any complaint is received in regard, to the services offered, it shall be forwarded to TPDDL and Business Associate(s) shall assist TPDDL in resolution of the same.

20.,,Business Associate(s) shall not charge any fees for developments/enhancements for bill payment software's enhancement if any.

21.,,Business Associate(s) shall have to ensure its operators open and close the kiosk on time, if the occurrence for late opening or early closing is reported more than 3 times for more than ½ an hour in a month, TPDDL will levy a penalty @Rs. 100 per such instance of late opening or early closing of a kiosk.

22.,,Business Associate(s) will send the Login, Logout event for each machine to our PG server in format prescribed by TPDDL.

23.,,Cash, Cheque, DD, Credit Card and Debit Cards shall be accepted as per the guidelines issues by TPDDL from time to time.

24.,,Business Associate(s) shall be responsible for the promotion of their installed Kiosks as well as for affixing proper signage & boards at all the locations for the convenience & guidance of the consumers.

25.,,In case of any damage or faded boards, Business Associate(s) will ensure their proper repairing/ replacement within 8 working days, failing which penalty will be levied @ Rs.200 per day (on the discretion of HOG - RCG).

26.,,Business Associate(s) will provide proper training to the Kiosk operators for Cash, Cheque, DD, credit/debit card handling related operations as well as soft skill training for customer handling.

27.,,CIT report flags should be properly reflected in daily flash report sent from PG.

28.,,Synching Report of all the ATPMs must be separately reflected in Flash report so as to make it useful.

29.,,Data must be posted to our server on real time basis and reconciled within 24 hours of taking payment, any late posting beyond 24 hours (attributable to Business Associates) shall attract penalty @ Rs. 5 per transaction (on the discretion of HOG - RCG).

30.,,Each and every machine should have Offline mode option available





**TATA POWER-DDL**

### **Contract Riders**

with machines properly synched all the time so that it could be used offline.

31.,,All machines to have credit/debit card acceptance facility as mutually agreed.

32.,,Every Machine should have a dual Backup (Mirror imaging) so as to mitigate the risk of system failure and consequent loss of recorded un-synched transactions.

33.,,There should be a proper backup of operators so as to manage the situation in cases of any absence. In case any machine remains idle due to shortage/absence/strike of operator a penalty @ Rs. 100 per machine per hour shall be charged.

34.,,Business Associate(s) should ensure a sufficient inventory of paper rolls/printer cartridge, down time beyond 2 hours due to unavailability/shortage of these items will attract a penalty of Rs. 100 per hour per machine.

35.,,Business Associate(s) will ensure all its machine are up always, any breakdown (other than as mentioned in point no.34) and attributable to Business Associate(s) must be restored within a maximum of 6 hours, penalty of Rs. 50 per hour per machine shall be charged if any machine remains down for beyond 6 hours.

36.,,A well-qualified, trained and dedicated support person should always be available at RCG premises to address issues related to operation of kiosks.

37.,,There should be one skilled supervisor for every 25-30 kiosk operators.

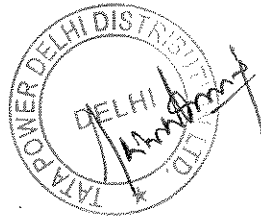
38.,,The kiosks must validate each and every CA No. before accepting payment.

39.,,Business Associate(s) must ensure all legal and statutory compliance.

40.,,A separate agreement shall also be executed.  
TPDDL obligations;

1.,,Provide reasonable access to Business Associate(s)'s authorized officials at its sites where it has been agreed to allow the deployment of a Business Associate(s) Bill Payment Kiosk;

2.,,Allow Business Associate(s) to connect to TPDDL payments network through a secure environment;





**TATAPOWER-DDL**

**Contract Riders**

- 3.,,Work with Business Associate(s) in preparing a rollout schedule that takes into account all TPDDL sites;
  - 4.,,Agree to allow Business Associate(s) to place Bill Payment Kiosks in all of TPDDL's collection and other owned locations as and where it is required without payment of any rent by Business Associate(s).
  - 5.,,Provide power for the Bill Payment Kiosk;
  - 6.,,TPDDL shall bear all the expenses of power consumed by the kiosk as well as lighting in the premises of Kiosk installation.
  - 7.,,Provide graphics, logo's and receipt layouts to Business Associate(s).
  - 8.,,Ensure that Business Associate(s) has approval to install the Bill Payment Kiosk in agreed locations;
  - 9.,,Support Business Associate(s) in promoting to use the Bill Payment Kiosk facility over the collection counters; and
  - 10.,,TPDDL will intimate its consumers about such facility being offered for their benefit at its own expense.
  - 11.,,Payment Terms shall be within 30 days from the date of submission of invoice at TPDDL's BIRD (Bill Inward Reimbursement Desk) counter. The invoices shall be raised on a monthly basis by Business Associate(s).
- All other terms and conditions of the contract shall be as per tender enquiry TPDDL/ENGG/ENQ/200000473/14-15

