

OPEN TENDER NOTIFICATION

FOR

**RATE CONTRACT FOR SUPPLY OF LAPTOPS FOR
ONE (1) YEAR**

Tender Enquiry No.: CC22VJS061

Due Date for EoI Submission: 11.03.2022 [15:00 Hrs.]

The Tata Power Company Limited
Mumbai, Maharashtra

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TATA POWER

(Corporate Contracts Department)

The Tata Power Company Limited, 2nd Floor, Sahar Receiving Station
Sahar Airport Road, Andheri East, Mumbai-400059

Procedure to participate in Tender

The Tata Power Company Limited Invites Tenders through E-Tender Two-Part Bidding Process from interested and eligible bidders for the following package required for its Distribution Division:-

A. Summary of the tendered package:

Sr. No.	Description	Tender Reference no.	Bid Guarantee Fee / EMD (Rs.)	Tender Fee (Rs.)
For the following package contact person shall be Mr. Vinayak Shinde [Lead – Corporate Contracts] (vinayak.shinde@tatapower.com). With a copy (Cc) to Mr. Rameshkumar P N [Group Head – Corporate Contracts] (pnramesh@tatapower.com) For technical queries, mark a copy (Cc) also to Mr. Sandeep Karnavat [Group Head - ICT Infra Delivery] (sandeep.karnavat@tatapower.com)				
1.	Outline Agreement (OLA) / Rate Contract for Supply of Laptops for one (1) year	CC22VJS061	5,00,000 /-	1,000 /-

For additional technical details and techno-commercial Pre-Qualification Requirement (PQR) for the subject tender, please refer **Section C** below.

B. Guidelines for Participating:

Interested bidders having executed similar contracts may participate by submitting the following documents upto **1500 hrs. Friday, 11th March 2022:-**

1. Non-Refundable Tender Fee, as indicated in the table above, in the form of
 - a) Direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference number –
 - Beneficiary Name – The Tata Power Co. Ltd.
 - Bank Name – HDFC Bank Ltd.
 - Branch Name – Fort Branch, Mumbai
 - Address – Maneckji Wadia Building, Nanik Motwani Marg, Fort, Mumbai 400023.
 - Branch Code – 60
 - Bank & Branch Code – 400240015
 - Account No – 00600110000763
 - Account type – CC
 - IFSC Code – HDFC0000060

2. Bidders to also submit duly signed and stamped letter indicating name of authorized person, contact number and e-mail id (mandatory) on Bidder's letter head. It is mandatory to mention Tender Reference no. in the said letter.

Note:- Once the above-mentioned documents are received, a detailed RFQ shall be issued through our E-Tender system i.e. Ariba.

It may be please be noted that all future correspondence will be strictly done only with the **Interested Bidders** who have done the above 2 steps in-time only with the Authorized Person through Tata Power E-Tender System.

It may be please be noted that Earnest Money Deposit (EMD) of **INR 5.00 Lakhs** is not to be submitted now. It is required at a later stage along with tender submission in our E-Tender system. EMD will be required in the form of **Bank Guarantee only**.

C. **Additional technical details:** (Please refer the following pages for details):

Estimated Bill of Quantities:-

<u>S.no.</u>	<u>Laptop type</u>	<u>Quantity estimated</u>
1	Base Model (with backpack, wireless mouse & said specifications) with 4 years comprehensive warranty	700
2	High End Model (with backpack, wireless mouse & said specifications) with 4 years comprehensive warranty	300

Techno-commercial Bidder pre-qualification requirement (PQR):-

- The bidder should either be an OEM for laptops or an authorized channel partner of OEM. Self-Certification to be submitted in case of OEM. In case the OEM wishes to participate in the tender through a channel partner, necessary authorization to the partner (specific to the tender enquiry) to participate on behalf of OEM shall be submitted.
- The authorization letter shall explicitly mention that in case, the channel partner fails to provide the necessary services as per the RFP, OEM shall provide standard warranty on the machines supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract. An OEM can authorize at most one bidder against the tender. In case an OEM authorizes more than 1 channel partner then all the bids of the OEM will be rejected.
- Bidder shall submit a demo unit of the proposed model (preferably with same specifications) for evaluation purposes to TPC along with the bid.

- Preferred OEM-make should be HP or Dell.
- It will be Rate Contract / Outline Agreement for the year 2022-23.
- Out rite procurement will be 200 qty (which is urgent requirement, delivery by 25th April 2022) and balance will be as per request from user during the year.
- Supply & support at pan-India basis.
- Bidder should have average annual turnover of minimum of Rs. 10 Crores during last three financial years. Copy of audited Balance Sheet and P&L Account to be submitted in this regard.

Technical Specifications:-

➤ Base Model (Qty 700 nos.)

S. No	Technical Specifications for Laptops		Compliance YES/NO
1	Processor	Intel Corei5:11th or higher Gen processor (8265U or Higher)	
2	Processor Specification	Base frequency 1.6 GHz with Turbo frequency 4.1 GHz clock speed or above, 6MB Cache or above	
3	Chipset	Intel	
4	Ethernet	Integrated Intel 10/100/1000 Ethernet	
5	Audio	High Definition Audio Codec; Stereo Speakers; Dual Array Microphone	
6	Display	14" FHD 1366x768 display with Anti-glare, LED backlight Display, Min 220 nits	
7	Graphics	Intel HD graphics	
8	Connectivity	Intel b/g/n wireless, Bluetooth 4.0	
9	Camera	Integrated 720p HD camera	
10	Memory	8 GB DDR4 upgradable to 16GB / 32GB	
11	HDD	512 GB Solid State Disk	
12	USB	2 USB (At least 1 should be USB 3.0), 1 Type C	
14	Other Ports	VGA, HDMI Port, Headphone/Mic combo jack, RJ45	
15	Battery	Laptop shall have minimum backup time of 7 hrs. With high performance power options (like full brightness, all ports powered on, etc.). The batteries shall be replaced free of cost by the vendor if performance get reduced to 30 minutes during the warranty period of 4 years.	
16	Power Adapter	65W or less AC Adapter with Power Cord with 4 yrs. warranty as per attached SLA	
17	Carry Bag	Carry Case Bag suitable for 14" NB.	
18	User's Guide	Quick-Reference Guideline	
19	Security Chip	Trusted Platform Module (TPM) 2.0 chip or above integrated on the motherboard	
20	HDD protection	Sensor/ Software based protection against HDD failure HDD should pause upon sudden movement of the laptop	
21	Mouse	Touchpad, Multi-touch on Touchpad	

22	External Mouse	Additional USB wireless Scroll Mouse	
23	Keyboard	Back Lit keyboard with Spill resistant	
24	Hinges	Metal hinges providing robust connectivity of screen with laptop body	
25	Ruggedness	12 US MIL certificate or OEM shall arrange the following environmental tests and their certificates. 1. Keyboard spill proof test 2. High and low temperature test 3. Humidity test 4. Mechanical and thermal shock test 5. Blowing sand and dust test	
26	Weight	1.5 kg or lesser with battery	
27	OS Compatibility	Windows 10 pro and upgradable to Windows 11	
28	Operating system	Pre-installed Windows 10 Pro Edition	
29	Certifications	EPEAT Gold Rating (Mandatory); Energy Star 5.0 complied; RoHS Complied	
30	Warranty & Life	4 Years with ADP and NBD support Pan India	

➤ **High End Model (Qty 300 nos.)**

S. No	Technical Specifications for Laptops		Compliance YES/NO
1	Processor	Intel Core i5: 11th Gen or higher processor (8265U or Higher)	
2	Processor Specification	Base frequency 1.6 GHz with Turbo frequency 4.1 GHz clock speed or above, 6MB Cache or above	
3	Chipset	Intel	
4	Ethernet	Integrated Intel 10/100/1000 Ethernet	
5	Audio	High Definition Audio Codec; Stereo Speakers; Dual Array Microphone	
6	Display	13" FHD 1366x768 display with Anti-glare, LED backlight Display, Min 220 nits	
7	Graphics	Intel HD graphics	
8	Connectivity	Intel b/g/n wireless, Bluetooth 4.0	
9	Camera	Integrated 720p HD camera	
10	Memory	16 GB DDR4 upgradable to 16GB 32GB	
11	HDD	512 GB Solid State Disk	
12	USB	2 USB (At least 1 should be USB 3.0), 1 Type C	
14	Other Ports	HDMI Port, Headphone/Mic combo jack, RJ45	
15	Battery	Laptop shall have minimum backup time of 7 hrs. With high performance power options (like full brightness, all ports powered on, etc.). The batteries shall be replaced free of cost by the vendor if performance get reduced to 30 minutes during the warranty period of 4 years.	
16	Power Adapter	65W or less AC Adapter with Power Cord with 4 yrs. warranty as per attached SLA	
17	Carry Bag	Carry Case Bag suitable for 13" NB. Or Side bag	
18	User's Guide	Quick-Reference Guideline	
19	Security Chip	Trusted Platform Module (TPM) 2.0 chip or above integrated on the motherboard	

20	HDD protection	Sensor/ Software based protection against HDD failure HDD should pause upon sudden movement of the laptop	
21	Mouse	Touchpad, Multi-touch on Touchpad	
22	External Mouse	Additional USB wireless Scroll Mouse	
23	Keyboard	Back Lit keyboard with Spill resistant	
24	Hinges	Metal hinges providing robust connectivity of screen with laptop body	
25	Ruggedness	12 US MIL certificate or OEM shall arrange the following environmental tests and their certificates. 1. Keyboard spill proof test 2. High and low temperature test 3. Humidity test 4. Mechanical and thermal shock test 5. Blowing sand and dust test	
26	Weight	Less than 1.5 kg with battery	
27	OS Compatibility	Windows 10 pro and upgradable to Windows 11	
28	Operating system	Pre-installed Windows 10 Pro Edition	
29	Certifications	EPEAT Gold Rating (Mandatory); Energy Star 5.0 complied; RoHS Complied	
30	Warranty & Life	4 Years with ADP and NBD support Pan India	

Tender Reference: CC22VJS061	OWNER: The Tata Power Company Ltd (TPCL)	
	Instructions to Bidder (Two Part Bid)	PAGE 1 of 4

1. The Tata Power Company Limited (TPCL) invites electronically sealed bid for **“Outline Agreement (OLA) / Rate Contract for Supply of Laptops for one (1) year”**.
2. The bid package is issued in the name of Bidder and is non-transferable.
3. Bidder shall acknowledge the receipt of the tender within two (2) working days from the Date of issue of this Request for Quotation (RFQ) / Enquiry.
4. Bidders shall review the entire tender document (including technical documents) and ensure the given objectives expected herein can be achieved or the technical requirements can be met in totality. Any deviation or substitution must be highlighted on a separate document.
5. Bidder must carefully go through all commercial conditions of contract before quoting the price. Any exceptions pertaining to clauses affecting prices or costs either way must be clearly stated.
6. Any deviation taken by Bidder may lead to rejection of the bid.
7. Bidder shall quote a firm price and shall be bound to keep this price firm without any escalation for any reason whatsoever until they complete the Service against the tender.
8. Bidder shall give clear break-up of the basic price and the taxes and duties.
9. The quantities mentioned in the tender are liable for change.
10. The award against the tender may be split among more than one bidder at the discretion of TPCL.
11. Tata Power reserves the right to accept or reject any or all bids or cancel / withdraw the RFQ without assigning any reason whatsoever. In such an event, no claim shall be made arising out of such action.
12. Any time prior to the deadline for submission of Bid, Tata Power may for any reasons, whether at their own initiative or in response to clarifications requested by Bidders, modify the enquiry including specification by amendment. The amendment will be notified in writing to all qualified Bidders to whom the RFQ has been issued and will be binding on them. The Bidder shall acknowledge the receipt of the amendment promptly upon the receipt of the same. In order to afford Bidders time in preparing of Bid due to amendment, Tata Power may, at its discretion, extend the deadline set for submission of the Bid.

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	Instructions to Bidder (Two Part Bid)	PAGE 2 of 4

13. Tata Power will not be liable for any expenses whatsoever incurred by the Bidder for the preparation, submission and opening of bids
14. This RFQ document consists of two (2) documents:
Instruction to bidders, General Conditions of Contract, Agreed terms and Conditions (ATC), Schedule of Deviations, Undertaking, E-auction Undertaking form, EMD-BG Formats

15. **Submission of Offer through Ariba platform:**

Two bid system: Bidder shall submit complete bid including list of deviations to the Scope of Work and the Terms & Conditions of the RFQ, if any, as well as furnish all required and relevant enclosures in support of the Bidder Pre-Qualification Criteria (PQR) and submit the same in two **electronically sealed envelopes** as under:

Envelope A	Techno-Commercial Bid (Un-priced Bid)
Envelope B	Price Bid

A. Unpriced Bid	UNPRICED BID shall be complete with technical & commercial details including un-priced copy of Price Schedule (i.e. inclusive of content in it with prices blanked out and replaced by word ‘Quoted or ‘Not Quoted’). The details shall also include Company profile, all Information Forms with back-up supporting etc. as per the Schedule of Information Form, Schedule of Deviations if any, Reference Projects list with PO details, company’s financial details, scan copy of EMD / Bid Security Bank Guarantee , Safety Bid Document etc. with backup supporting document as per Bidder’s Pre-Qualification Criteria.
B. Priced Bid	PRICED BID shall contain only prices on the prescribed format for Schedule of Price (along with the covering letter as submitted with the unpriced bid). This shall be submitted without any technical and commercial details.

16. The bidder shall sign its proposal with the exact names of the entity to which the Contract is to be awarded. Each page of the bid shall be duly signed and sealed by an authorized officer of the bidder’s organization.
17. The bid must be kept valid for 180 days from the date of bid submission. In exceptional circumstances TPCL may solicit the bidders’ consent to an extension of the period of validity.

18. **RFQ timelines:**

Date of issue of RFQ in Ariba System	:	11 th March 2022
Last Date for Receipt of Pre-bid Queries	:	14 th March 2022
Last Date for TPCL to revert on Queries	:	15 th March 2022
Due date and time for submission of bids	:	17 th March 2022 – 3pm

19. Bidders are advised to submit their bid well-in-time to reach us on or before Bid submission date and time. Offers received after the due date and time of submission of bids in Ariba may not be accepted and are liable for rejection. TPCL shall in no way be responsible for late receipt of bids.

20. The bids will be evaluated by TPCL based on the information asked in this tender and those submitted by the bidder. TPCL may at its discretion ask the bidder for a clarification of its bid for evaluation and comparison of bids. The request for clarification and response should be in writing and no change in the price or substance of the bid shall be permitted unless asked for by TPCL in writing.

21. **Bidder Pre-Qualification Requirement (PQR):**

Interested parties to note that Bidder shall be required to fulfil the pre-qualification requirement / criteria mentioned at the start of this tender document in order to qualify for the subject tender. Bidder will be required to submit relevant supporting documents against each criteria to demonstrate their qualification during the bid submission stage against RFQ and bidders not found meeting the pre-qualification requirements given below will be disqualified from the tender.

22. **Bid Security / EMD:**

Bidder is required to furnish a Bid Security along with their Bid, as a Bank Guarantee (in the format prescribed in this tender) for an amount of INR 5,00,000/- (Indian Rupees Five Lakhs Only). Bids not accompanied by an acceptable Bid Security shall be rejected by the Owner as being non-responsive and returned to the bidder without being opened.

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23. The bid package document shall remain the property of the Company.

24. **Reverse Auction (RA):**

Tata Power reserves the right to go for Reverse Auction (RA) for price negotiation and discover the most competitive price on Ariba portal which is Tata Power's official e-tendering platform. This will be decided after techno-commercial evaluation of the bids. Bidders need to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case Tata Power decides to go for RA.

Only those bidders who are techno-commercially qualified shall be eligible to participate further in RA process. However, the original H1 bidder (whose Price Bid is the highest post techno-commercial evaluation) shall not be allowed to participate in further RA process provided minimum three techno-commercially qualified bids are available.

The Tata Power Company Limited is hereunder referred to as the "Purchaser" or "Company". The person, firm or company selling the goods, the subject of this purchase order is referred to as "Vendor" or "Contractor". The subject of this purchase order is hereinafter referred to as the "Material(s)" or "Goods".

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

1. Purchase Order (with 'Commercial Notes' and Annexures to the Purchase Order referred thereon)
2. Technical Specifications.
3. General Terms & Conditions

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.

1. Price:

Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason till the validity of this Contract.

Unless otherwise specifically stipulated, the price shall be inclusive of road/ rail worthy water-proof packing & forwarding charges up to effecting delivery at FOT/ FOR despatch point, GST and shall also be inclusive of inland freight, terminal taxes and entry taxes as leviable on the transportation or entry of goods into any local area limits pursuant to the Contract.

2. Taxes and Duties:

- 2.1 The Contract Price shall be inclusive of all taxes, duties, including but not limited to GST or any local taxes, levies imposed by State/Central/Local governments
- 2.2 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
- 2.3 However the payment of GST or local levies shall be restricted to the total amount as indicated in the price schedule.
- 2.4 Any duties, levies or taxes not mentioned in Contract Price or Price Schedule but applicable as per any statute (s) shall be deemed to be

Rev. date: 25 July 2017

included in the Contract price and shall be to the account of the Contractor.

- 2.5 Any statutory variation in duties, levies or taxes if applicable and specified in this Contract till the scheduled date for supply of Goods and limited to direct invoices of the Contractor shall be to the account of Purchaser. The Contractor shall have the obligation to provide the necessary documentary evidence / supporting by way of gazetted notifications etc. to prove the change in such levies or taxes between the due date of submission of the Bid and the scheduled date of supply of goods to claim the difference.
- 2.6 The Contractor shall pass on to the Purchaser 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.
- 2.7 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.
- 2.8 For facilitating availment of a credit, set-off, rebate, drawback or like benefit available to the Purchaser, the Contractor will facilitate the Purchaser by providing the necessary documentary and/or procedural support. In any process of assessment or re-assessment, of taxes payable by the Purchaser. Wherever expressly agreed the purchaser would provide the statutory form 'C' to the seller for availing the concessional rate of Central sales tax.
- 2.9 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.
- 2.10 Purchaser shall pay the invoices to the Vendor after necessary deductions as prescribed under the applicable law, income - tax or other

deductions under the State Tax laws as may be applicable to the Contract.

3 Packing details:

Packing details: The material must be packed in suitable packing to suit the mode of transport and to ensure its safe receipt at point of delivery. Any damage to material noticed at the time of delivery at site, due to improper packing or any other reason whatsoever shall be the responsibility of the Vendor. Such damaged goods shall be replaced within 14 days from intimation from the Purchaser.

4 Transportation and Unloading at Site:

The Vendor shall deliver the Material(s) at site/ Stores as per the delivery address specified in the Purchase order. The unloading at delivery shall be organised by the Purchaser unless otherwise specified. The receipt of the material/ equipment is subject to inspection and rejection if Material(s) is found unsatisfactory or any of the clauses under this purchase order are violated.

5 Insurance:

Unless otherwise specified, Purchaser will be responsible to obtain transit insurance for the Material(s). The Vendor shall intimate the Order Manager (as mentioned in the Purchase Order) along with Invoice, packing list, the Railway Receipt/Truck or Lorry Receipt etc. immediately after the consignment is booked, at the e-mail id mentioned in the Purchase order.

6 Payment Terms:

100% payment shall be made within 60 days from the receipt and acceptance of the material at the Consignee Stores/ Site/ Location as per the Contractual terms and conditions herein.

7 Bills and invoice:

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.

8 Transfer of Title and risk:

The transfer of property and risk of Material(s) shall be deemed to take place as follows:

a. For delivery F.O.R. or F.O.T. despatch point: Transfer of property on handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to Purchaser. However, the risk of loss shall pass to the Purchaser on delivery of goods at the specified destination.

b. In case the Material(s) are procured by the Vendor from sub-vendors on receipt of duly endorsed documents of title to the goods.

9 Contract Performance Bank Guarantee (In case applicable):

9.1 The Vendor shall within 15 days of issue of this Purchase Order furnish an unconditional irrevocable bank guarantee duly stamped and strictly as per the prescribed format of the Purchaser from any nationalized bank or any scheduled bank having a branch in Mumbai and approved by the Purchaser for a sum equivalent to 10% of the Total value of Order valid for a period not less than 6 months from the expiry of the Warranty period.

9.2 Irrespective of the performance demonstrated as part of the Factory Acceptance Tests Take-over tests / Performance Tests etc, the Purchaser may call for re-validation of performance of the system during the performance guarantee period by conducting fresh performance tests if in its opinion, the

system is not able to deliver the designed performances based on its operational performance results. If the equipment fails to prove the performance during such performance tests, the Purchaser may allow the Vendor to either rectify the system by addition / modification of equipment etc at the Vendor's costs & risk to restore the performance levels. Failure to rectify the system to achieve the designed performance levels may result in imposition of penalties including revocation of the Performance Bank Guarantee and forfeiture of the entire amount under the Performance Guarantee.

- 9.3 In case the Vendor fails to furnish the requisite Bank Guarantee as stipulated above, then the Company shall have the option to terminate the contract besides other contractual remedies.

10 Price reduction:

- 10.1 The Vendor agrees that time of supply of Material(s) is of prime importance. If the Vendor fails to supply Material(s) before the respective scheduled / fixed date for supply. Company may without prejudice to any other right or remedy available to the Company: -

10.1.1 Recover from the Vendor ascertained and agreed, genuine pre-estimate liquidated damages, and not by way of penalty, a sum equivalent to 1% (of total value of order) per week or part thereof for each week's delay, beyond the scheduled supply date each subject to maximum of 10% of the total order value, even though the Company may accept delay in supply after the expiry of the scheduled supply date. The Company may, at its discretion, set off the aforesaid amounts from any other amounts owed by the Company to the Vendor or recover such amounts in other manner as may be permissible under applicable laws.

10.1.2 Arrange to get supply from elsewhere on account and at the sole risk of the Vendor, such decision of the Company being final and binding on the Vendor; or

10.1.3 Terminate the contract or a portion of supply of the supply work thereof, and if so desired, arrange for the supply in default by the Vendor to be attained from elsewhere at the sole risks and costs of the Vendor.

10.2 Liquidated damages for performance shortfall (if applicable) shall be specified in the Technical Specifications.

10.3 The Liquidated Damages referred in this clause 10 may be recovered by the Company from the Vendor as set off against any monies owed by the Company to the Vendor or in any other manner permissible under applicable laws.

11 Warranties:

11.1 Materials and Workmanship: Vendor shall fully warrant that all the stores, equipment and component supplied under the order shall be new and of first class quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).

11.2 Should any defects be noticed in design, material and/or workmanship within 12 months after the Material(s) or any portion thereof as the case may be have been commissioned or for 24 months from the date of delivery, whichever period concludes earlier. Purchaser shall inform Vendor and Vendor shall immediately on receipt of such intimation, depute their personnel within 7 days to investigate the causes of defects and arrange rectification/ replacement/modification of the defective equipment at site, without any cost to Purchaser within a reasonable period. If the Vendor fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, Purchaser shall be free to take such corrective action as may be deemed necessary at Vendor's risk and cost after giving notice to the Vendor, including arranging supply of the Goods from elsewhere at the sole risk and cost of the Vendor.

11.3 In case defects are of such nature that equipment shall have to be taken to Vendor's work for rectification etc., Vendor shall take the equipment at his costs after giving necessary undertaking or security as may be required by Purchaser. After repair Vendor shall deliver the equipment at site on freight paid basis. Any taxes applicable in relation to this repair shall be to the Vendor's account. All risks in transit to and fro shall be borne by the Vendor.

11.4 Equipment or spare parts thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

12 Quality, Testing, inspection, installation:

12.1 All Material(s) supplied under this Contract shall be new and unused.

- 12.2 Wherever a specific Quality Assurance Plan is provided with the Request for Quotation (RFQ) or agreed as part of the commercial/ technical discussions, the same shall be binding on the Vendor.
- 12.3 The material shall be inspected
- a. At consignee end by Purchaser.
 - b. At factory premise of the Vendor/ sub-vendor by Purchaser or third party duly nominated by Purchaser. The Vendor shall extend all necessary co-operation to Purchaser/ third party inspector carrying out the inspection. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 12.4 The Vendor will inform Purchaser at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/ its sub-Suppliers works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 12.5 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy Purchaser that the Material(s) and the parts and components comply with the requirements of the Contract.
- 12.6 *All costs associated with the inspection shall be included in cost of Material(s).*
- 12.7 Original material test certificate/ performance test certificate/ fitment certificate/ test reports etc. relevant/ applicable as per the specifications/ standards shall be dispatched along with the material supply failing which the material may be rejected.
- 13 Rejection:**
- 13.1 Rejected goods shall be removed and replaced within 14 days of the date of communication of rejection.
- 13.2 Claim in respect of breakage/shortages in any cases shall be referred on the Vendor within ninety (90) days from the date of receipt of Goods by the Purchaser which shall be replaced/made good by the Vendor at his own cost. All risk of loss or damage to the material shall be upon the Vendor till it is delivered to the purchaser/consignee.
- 14 General Indemnity:**
- The Vendor shall indemnify and keep the Purchaser indemnified from and against any and all claims, costs, liabilities (financial), litigations, compensations, judgments, expenses or damages (including attorney's fees and other related expenses) arising out of any breach or alleged breach of any of the conditions of this Contract, performance of the obligations hereunder, or any representation or misrepresentation made by the Vendor or any third party with regard to the subject of this Contract.
- 15 Indemnity against IPR:**
- The equipment, system, drawings, and other materials that shall be supplied against the order will become the Purchaser's property. Without limitation of any liability of whatsoever nature, the Purchaser shall be indemnified and kept indemnified against any claim for infringement or breach of any of the statues, rules & regulations by the use of or sale of any article or material supplied by the Vendor. 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 Vendor's design, manufacture, use, supply or re-supply & would also cover use or sale of any article or material supplied by the Vendor to the Purchaser under the Purchase Order. The Indemnity shall cover any claim/action taken by a third party either directly against the Purchaser or any claim/action made against the Vendor & 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 Purchaser in relation to the Purchase Order.

16 Latent Defects Liability period (if applicable):

Notwithstanding the inspections, acceptance tests, quality checks etc carried out by the Vendor and witnessed/accepted by the Purchaser, the Vendor shall further warrant the equipment for any latent defects in its design, material or workmanship against the specifications set forth and shall make good any such defects by way of repair or replacement of the part or whole of the defective product at its own cost & risks as and when such latent defects are observed and intimated by the Purchaser and intimated to the Vendor within 36 months of completion of warranty period.

17 Force Majeure:

- 17.1 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.
- 17.2 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.
- 17.3 During the period, the obligations of the parties are suspended by force majeure, the contractor shall not be entitled to payment of any rate.
- 17.4 In the event of the force majeure conditions continuing or reasonably expected to continue for a period more than thirty (30) days, Purchaser shall have the option of terminating the contract by giving seven (7) days notice thereof to the contractor.

18 Variation:

Except for any provisions in this Purchase Order, any change /modification to the terms and conditions of this Order can be issued only by Purchaser or with the prior written approval from Purchaser.

19 Termination

- 19.1 The Contract shall be deemed to be terminated on completion of delivery of Material(s)
- 19.2 Termination of Default by Vendor:
Purchaser may terminate the contract at any time if the Vendor fails to carry out any of his obligations including timely delivery under this Contract. Prior to termination, the Vendor 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 Vendor fails to bring about the improvement to the satisfaction of the Purchaser, then the order shall be terminated.
- 19.3 Without prejudice to the rights and remedies available to Purchaser, Purchaser may terminate the Contract or part thereof with immediate effect with written notice to the Vendor if,:
- 19.3.1 The Vendor becomes bankrupt or goes into liquidation.
- 19.3.2 The Vendor makes a general assignment for the benefit of creditors.
- 19.3.3 A receiver is appointed for any substantial property owned by the Vendor.
- 19.3.4 The Vendor has misrepresented to Purchaser, acting on which misrepresentation Purchaser has placed the Purchase Order on the Vendor.

The Vendor/ Contractor shall not be entitled to any further payment under the Contract if the Contract is terminated. If the order is terminated under clause 19.2 and 19.3, the Vendor shall not be entitled to any further payment, except that, if Purchaser completes the supply of Material(s) and the costs of completion are less than the Total Order value, the Purchaser shall pay Vendor an amount properly allocable to supply of Material(s) fully performed by Vendor prior to termination for which payment was not made to Vendor. In case, the cost of completion of Material(s) exceed the total Order value, the additional cost incurred by Purchaser for such completion shall be paid by the Vendor.

19.4 Purchaser 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:

- 19.4.1 cease all further work, except for such work as may be necessary and instructed by the Company/ Company's representative for the purpose of protecting those parts of the supplies already manufactured;
- 19.4.2 stop all further sub-contracting or purchasing activity, and terminate Sub-contracts;
- 19.4.3 handover all Documents, equipment, materials and spares relating to the supply of goods prepared 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
- 19.4.4 handover those parts of the supplies manufactured by the Contractor up to the date of termination.

Upon termination pursuant to clause 19.4, the Vendor shall be entitled to be paid the full value on the Material(s) delivered in accordance with the Contract.

19.5 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.

20 Sub letting and assignment:

The contractor shall not without prior consent in writing of the Purchaser, 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.

21 Dispute Resolution:

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.

22 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.

23 Jurisdiction

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

24 Limitation of Liability

Notwithstanding anything contained in the Contract, the Contractor's aggregate liability under this Contract shall be limited 100% of the Total order value. This shall however, exclude liability arising pursuant to clause 2.8- tax indemnity, clause 14- General Indemnity, clause 15- Indemnity against IPR, clause 25 – Confidentiality and liabilities arising due to wilful misconduct, gross negligence, third party claims and corrupt acts attributable to the Vendor.

25 Confidentiality:

The Vendor shall use the Confidential Information of the Purchaser only in furtherance of this Contract and shall not transfer or otherwise disclose the Confidential Information to any third party. The Vendor 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.

26 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 Purchase Order.

27 New Legislation (The Micro, Small and Medium Enterprise Development Act 2006)

- a. This Act has been enacted and made effective from 2nd October 2006. The Interest on Delayed Payments to Small Scale and Ancillary Industrial Undertaking Act, 1993 is repealed.
- b. Vendor is requested to inform the purchaser if vendor fall under The Micro, Small and Medium Enterprises Development Act, 2006 legislation and provide the purchaser, registration number and date to enable purchaser to take necessary care. The vendors are also requested to mention the same on their invoice / bill.

28 Relation between parties:

The Purchase Order shall be entered into on a principal-to-principal basis only. The Purchase order 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 Vendor 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.

29 Environment / ISO 14001 Certification:

The Vendor to confirm whether their organization is ISO 14001 certified. If not, the Vendor 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 Vendor 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 Vendor 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 Tata Code of Conduct

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

31 Responsible Supply Chain Management:

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

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

A copy of the Responsible Supply Chain Management 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>.

Vendor/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.

32 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.

33 Vendor Feedback:

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

respect to the said factors will be taken into consideration for future business.

34 Non-Waiver:

Failure of Purchaser or its representatives to insist upon adherence to any of the terms or conditions incorporated in the Contract or failure or delay to exercise any right or remedies herein or by law accruing, or failure to promptly notify the Vendor 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 Vendor and shall not be deemed a waiver of any right of Purchaser to insist upon the strict performance thereof or of any of its rights or remedies as to any such Material(s) regardless of when the Material(s) are shipped, received or accepted not shall any purported oral modification or revisions of the Contract by Purchaser or its representative(s) act as waiver of the terms hereof.

35 Repeat Order:

Purchaser may place the repeat order for 100% of ordered quantities within a span of 6 months from the date of issue of this Purchase Order & Vendor shall execute it at same rates, terms and conditions.

36 Severability

If any provision of this Contract is invalid, unenforceable or prohibited by law, this Contract shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Contract shall be valid, binding and of like effect as though such provision was not included herein.

Reference: CC22VJS061

PRICE SCHEDULE

Outline Agreement (OLA) / Rate Contract for Supply of Laptops for one (1) year

S.no.	Particulars	Qty	Unit	M/s _____	
				Unit rate	Total
1	Base Model (with backpack, wireless mouse & said specifications) with 4 years comprehensive warranty	700	Nos		-
2	High End Model (with backpack, wireless mouse & said specifications) with 4 years comprehensive warranty	300	Nos		-
	Applicable GST %				

Note: This Price schedule to be submitted by vendor on company Letter Head with stamp & authorized signatory

Vendor to fill-up only yellow coloured cells

AGREED TERMS & CONDITIONS (ATC)

Bidder's Name: M/s. _____

RFQ ref. No. **CC22VJS061**

Enquiry Description: Outline Agreement (OLA) / Rate Contract for Supply of Laptops for one (1) year

Bidder's Offer Ref.: _____

1. SUBMISSION OF THIS DOCUMENT DULY SIGNED, SHALL CONSTRUE THAT ALL THE CLAUSES OF AGREED TERMS AND CONDITIONS HAVE BEEN ACCEPTED BY YOU. PURCHASE ORDER, IF ANY, SHALL BE GOVERNED BY THE CONFIRMATION PROVIDED HERE.

S. No.	Description	BIDDER'S RESPONSE
A	<u>TECHNICAL (If applicable)</u>	
1	Acceptance of technical specifications including General/Technical notes and scope of supply/work as per Tender specification In case of deviation, confirm that the same has been furnished separately.	
2	Confirm data sheets duly filled in have been submitted, wherever required as requested in Technical specification	
B	<u>COMMERCIAL</u>	
3	Bid Validity Confirm Bid Validity 180 days from date of bid submission.	
4	Firm price: Quoted prices shall remain firm and fixed till complete execution of the order.	
5	Taxes: Confirm that all taxes, except GST, have been included in Base price and applicable GST has been separately mentioned	
6	Delivery period: Confirm delivery period of 4 weeks from PO receipt	
7	Period of Contract: Confirm as per terms proposed in the Special Conditions of Contract	<i>1 year rate contract</i>
8	Payment Terms Acceptance: Confirm acceptance to the Payment terms proposed in the GTC - Supply	
9	LD for delay: Confirm that Bidder agrees to the LD clause as per GTC - Supply	
10	CPBG: Confirm that Bidder agrees to the CPBG clause proposed in GTC - Supply	
11	Compliance to other terms & conditions Acceptance of all other terms & conditions as forming the Part of the RFQ/ Tender document and communicated vide subsequent addendum(s) if any: In case of deviation, confirm that the same has been furnished separately.	

*Bidders/ Vendor shall note that in case of any contradiction between the Agreed Terms and Conditions (ATC) and the Bidders offer, the ATC shall prevail.

Bidder's Authorised Signatory & Stamp:

Name:

**THE TATA POWER COMPANY LIMITED
SCHEDULE OF TECHNICAL DEVIATIONS**

RFQ Ref No: CC22VJS061

Date:

Project Name: Outline Agreement (OLA) / Rate Contract for Supply of Laptops for one (1) year

Bidder's Name:

All deviations from the Technical Specifications / Terms of Reference (TOR) or any other technical terms stated in the tender document shall be filled in by the BIDDER clause by clause in this schedule.

SR.NO.	VOLUME	SECTION	CLAUSE NO.	PAGE NO.	DESCRIPTION AS PER BID DOCUMENT	COMMENTS/DEVIATION/ CLARIFICATION	JUSTIFICATION FOR DEVIATION

The Bidder hereby certifies that the above mentioned deviations are the only deviations from the Owner's Technical Specifications / Scope of Work etc. The Bidder further confirms that in the event any other data and information presented in the Bidder's proposal and accompanying documents including drawings, catalogues, etc., are at variance with the specific requirements laid out in the Owner's tender, then the latter shall govern and will be binding on the Bidder for the quoted price.

Date:
Place:
Designation: _____

Sign & Seal: _____
Name: _____

THE TATA POWER COMPANY LIMITED
SCHEDULE OF COMMERCIAL DEVIATIONS

RFQ Ref No: CC22VJS061 **Date:**

Project Name: Outline Agreement (OLA) / Rate Contract for Supply of Laptops for one (1) year

Bidder's Name:

All deviations from the General Conditions of Contract and Special Conditions of the Contract or any other commercial terms stated in the tender document shall be filled in by the BIDDER clause by clause in this schedule.

SR.NO.	VOLUME	SECTION	CLAUSE NO.	PAGE NO.	DESCRIPTION AS PER BID DOCUMENT	COMMENTS/DEVIATION/ CLARIFICATION	JUSTIFICATION FOR DEVIATION

The Bidder hereby certifies that the above mentioned deviations are the only deviations from the Owner's General Conditions of Contract, Special Conditions of Contract or any other terms and conditions specifically mentioned anywhere in the Tender including various Schedules, Information Forms, Technical Specifications etc. The Bidder further confirms that in the event any other data and information presented in the Bidder's proposal and accompanying documents including drawings, catalogues, etc., are at variance with the specific requirements laid out in the Owner's tender, then the latter shall govern and will be binding on the Bidder for the quoted price.

Date:
Place:
Designation: _____

Sign & Seal: _____
Name: _____

FORMAT F.2

**PROFROMA OF LETTER OF UNDERTAKINGS
(To be submitted by the Bidder along with his Bid)**

ON BIDDER'S LETTER HEAD

Ref..... Date.....

To

Head - Procurement

The Tata Power Company Limited (Tata Power), Corporate Contracts,
Fourth Floor, Technopolis Knowledge Park, CENTEC, Mahakali Caves Road,

Chakala, Andheri (E), Mumbai 400 093.

Dear Sir,

I / We have read and examined the entire Tender Document to the (Full scope of work)

I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of 180 days from the date of bid opening i.e. up to

I / We hereby further undertake that during said period.

I / We shall not vary/alter or revoke my / our Bid.

This undertaking is in consideration of Tata Power agreeing to open my Bid and consider and evaluate the same for the purpose of award of work in terms of provision of tender specifications.

Should this Bid be accepted, **I / We** also agree to abide by and fulfill all the terms & conditions of provision of the above mentioned bid documents.

Signature along with Seal of Co.....

(Duly authorized to sign the Tender on behalf of the Bidder)

Name

Designation

E-mail (used in E-Tender):

Name of Co.

(In Block Letters.)

FORMAT F.3

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 more fair and transparent, Tata Power intends to use the reverse auctions through E-Tender system 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. Tata Power shall log-in to the authorized representative of the bidder.
2. Tata Power will make every effort to make the bid process transparent. However, the award decision including sharing of work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of Tata Power, 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 Tata Power.
6. Tata Power 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 out-rightly rejected by Tata Power.
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 Tata Power 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 Tata Power.
12. Detailed price split of E-auction price will be submitted within 24 hours from completion of E-auction. If not submitted, 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

FORMAT F.4

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 ____Days (__ days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.
- (g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
- (h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____ /-(Rupees _____ only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.
- (i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**

Notwithstanding anything contained 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.