

Draft for discussion purposes only

By registering on this web site, we agree to the following Terms & Conditions of e-Procurement of [•]

UNDERTAKING & DECLARATION
e-Procurement System of [•]

The following terms used herein to mean:

- a) **Company:** M/s [•]
- b) **Tenderer / Bidder:** Supplier/Contractor / Service Provider to M/s. [•]
- c) **e-Procurement:** Internet based, Web-enabled **SAP-SRM System**.
- d) **IFB:** Invitation for Bid

We understand, undertake & declare that we agree to the following procedure & system for viewing the Company's Invitation for Bid (IFB) and submitting qualification documents / quotation against the IFB through web enabled e- Procurement system of the Company.

1. All IFB that are posted on the Web site of the e-Procurement [•] by the company shall be considered as valid legal documents against which the Tenderer/s to whom the said Invitation to tenders have been addressed can submit their qualification documents / quotations in accordance with all the Terms & Conditions stipulated in the IFB.
2. That the Tenderer who will be participating in the above e-Procurement System will be registering themselves with the Contractor /Supplier / Service Provider for obtaining the required User Identification and passwords for authentication for the e-Procurement System, which thereafter will be maintained by the Tenderer's authorized personnel.
3. That after the said registration in the e-Procurement System with the Company, the Tenderer will be able to Log on to the e-Procurement System of the Company and View, Download and see all the Invitations to Tenders, which are transmitted by the Company to them through the e-Procurement System.
4. That the Tenderer can thereafter, subject to their agreement to the terms and conditions stipulated for each of the Invitation to Tenders posted by the company, submit their qualification documents / quotations in the Structured Formats available for the purpose in the e-Procurement System web site indicating the eligibility Prices, Taxes and Duties, Freight and all relevant Technical and Commercial contractual information as applicable and desired by them.
5. That once the Tenderer fills up the on-line forms for submission of qualification documents / quotations, the data contained in these forms will be stored in the Company's Servers in a secure form neither available or visible to any agency other than the Company.

6. That the Tenderer can during the time and date for which the IFB is valid for submission of qualification documents / quotations, submit fresh quotations in super session of his earlier quotation, in which event the latest quotation submitted by the Tenderer only will be considered as Valid.
7. All qualification documents / quotations submitted by the Tenderer/ his authorized agent/representative by logging on to the above web site for e-Procurement using the User Identification provided by the Company and password by which the person logging into the e-Procurement System is authenticated and filling up the structured on-line forms available against each such IFB, shall be considered as legal and binding documents having in all opinions the same legal validity as a physically signed quotation by the Bidder/his authorized agent/representative.
8. This registration does not guarantee tender enquiry and award of contract. The Company reserves the right to demand such sureties as may be necessary and applicable in terms of bidding document/contract. For inclusion in another tender, fresh application along with processing fee, if any, has to be submitted, and registration shall be granted subject to approval.
9. The registration is not transferable. The registration will not confer any special rights or privileges. The registration will be effective till the validity of the IFB.
10. The Company reserves the right to register / Not register Sister Concern of same firms under same management. If registered, firms need to ensure to submit quote only from one firm, failing which, the Company can cancel registration of all group firms with the Company.
11. The Company reserves the right to cancel or suspend from business or black-list without any notice and without assigning any reasons thereof. The registration is liable to revocation or cancellation if it is found at any time that the particulars furnished by the Contractor are false.
12. Change of location / address / management / facilities / GST Certification and related matter shall be intimated at the earliest to Company for updating the records and review for further action, if any.
13. Once the qualification documents / quotations against an IFB submitted in the e-Procurement System are opened, the Tenderer/s shall be legally bound to honour the contract, which may arise out of the acceptance of the said quotation. In the event of non-acceptance of the contract so awarded and arising out of such quotations (including any subsequent confirmations on price, technical and commercial grounds from the Tenderer) the company shall have access to all and same legal remedies available for enforcement of the contract as available had the qualification documents / quotations been submitted by the Tenderer on paper attested with a signature of an individual so authorized.
14. In the event of the Bidder having submitted more than one quotation against an IFB, or its extension, if any, only the latest quotation submitted by him shall be considered as the valid quotation for consideration of opening of the quotation and issuance of acceptance of Tender by the Company. All earlier quotations submitted in the e-Procurement System shall be

deemed to be superceded and invalid and will remain un-opened in the System and also not available for viewing the details by the Tenderer or the Company once the valid quotations against the said IFB are opened on the scheduled date and time by the Company's authorized representative.

15. Once the quotations are opened, the Tenderer shall have no claim to withdraw the quotations on the grounds that he had not understood any part/total of the web posted IFB and/or that he had not submitted the quotations and/or that his user-id and password had been wrongly used by someone else not authorized by him and/or that the authority of the personnel who had been entrusted with the user-id and password had since ceased and/or that the prices, technical parameters and terms and conditions which are available on-line in the e-Procurement System are not the ones that the Tenderer had submitted originally. The maintenance and security of the user-id and password is strictly and solely the responsibility of the Tenderer. The Company shall not be in any way responsible for the loss/misuse of the same.
16. That the above transmission, retention and retrieval of IFB, Submission of qualification documents / quotations by the interested Bidders etc will be handled through the Secure Servers of the Service Provider.
17. We understand that the Company disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement. We are also aware that problems related to bandwidth, connectivity etc., are beyond the control of company and Service Provider, and hence no responsibility can be taken by Company for the same.

18. Data Privacy Statement

Although data submitted by Tenderers / firms for registration shall be termed as confidential and normally not disclosed; however the Company reserves the right that any information and data relating to the users of this website collected and received by the Company from time to time disclosed for such purposes and to such persons as may be found necessary by the Company at its sole discretion in which case the Tenderer will indemnify the Company from consequences of disclosure of such data, claims / counterclaims arising on account of above.

19. For any disputes arising during the course of submission of the qualification documents / quotations on-line or for any matters subsequent to acceptance of such on-line quotations, the method of settlement shall be through the process of Arbitration by a Sole Arbitrator appointed by the MD/CEO of **Adani Enterprises Limited – Airports Division**.
20. Jurisdiction: Any Contract with the Company, arising out of the E-Proc System shall be deemed to have been formed entirely at **Ahmedabad**, notwithstanding the place from which tender has been submitted. Subject to clause 19 above, legal proceeding shall be triable by the Civil Courts having territorial jurisdiction over **Ahmedabad**.