

REF: CWC/CO/ENGG/2025-26

Date: 13.04.2026

Letter of Acceptance

To,
M/s Tata Motors Ltd.
Ahura Centre, 4 th floor, 82,
Mahakali Caves Road, MIDC,
Andheri (East), Mumbai 400093
Email-dhar.kaushik@tatamotors.com

Subject: Letter of Acceptance for Design, Manufacture, Supply and Commissioning of EV Trucks for CWC**Reference:**

1. Tender No. E NIT_CWC/CO/Engg./25-26/75 for “Design-Manufacture-Supply and commissioning of EV trucks as per tender specifications for CWC at RO Chennai” and all its corrigendum from 1 to 7.
2. Your technical bid submitted against the above tender and opened on 25.02.2026.
3. Your financial bid submitted against the above tender and opened on 08.04.2026

Sir,

With reference to the above, Central Warehousing Corporation is pleased to convey acceptance of your offer as the **L1 bidder** for award of **60% of the tendered initial quantity, i.e. 06 (Six) units of EV Trucks**, in terms of the tender provisions relating to order splitting on **60:40 basis**.

Accordingly, the contract is awarded to you on the following terms:

1. Scope of Award

Design, manufacture, supply, delivery, testing, commissioning and all incidental obligations for **06 (Six) EV Trucks** -TATA motors ltd manufactured make and model is “TATA PRIMA-EV E55.S 4X2 MR” Haulage Tractor with Sleeper Tilt Cab complete in all respects as per tender specifications, GCC, SCC, Appendix-III / Technical Specifications including all corrigendum published thereof, accepted price bid and subsequent clarifications, if any. The tender quantity structure provides for an initial stage of **10** vehicles -out of which LOA is being placed for 6 vehicles, with further optional quantity under the tender separately at CWC’s discretion.

2. Accepted Rate and Contract Value

Your accepted **L1 rate is Rs. 89,99,164.64 per EV Truck** at the quoted L1 price.

For **06 units**, the accepted contract amount works out to **Rs. 5,39,94,987.85/-**.

The rates include 5 % GST and 1 % TCS over basic price of

3. Taxes / Reimbursable Components

The accepted rate shall be governed by the financial bid and tender terms. **registration charges, insurance, road tax, permit charges etc. shall be extra on actual basis and reimbursable by CWC**, though these services are to be arranged / delivered by You. Prices otherwise remain regulated by the tender conditions and are to be invoiced with proper GST / HSN compliance enabling ITC to CWC.



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4. Performance Security / Performance Bank Guarantee

You are requested to submit Performance Security for **3%** of the contract value i.e. **Rs. 16,20,000/-**, valid up to warranty period plus 90 days i.e up to **25-08-2031** within 15 days from issue of Notification of Award LOA i.e up to **28-04-2026**.

The Bank Guarantee shall be furnished strictly in the prescribed form and mode as per tender conditions (Appendix-II, Section-III, Exhibit-9).

BG submission shall comply with the prescribed **SFMS verification requirements** of CWC. Payments shall become due only after receipt and verification of the Performance Security.

5. Execution of Contract Agreement

Subject to prior submission / verification of the Performance Security, the **Contract Agreement shall be executed within 15 days** from the date of issue of this LoA, at **CWC Corporate Office, New Delhi**, in the prescribed format and on appropriate stamp paper.

6. Effective Date / Formation of Contract

This LoA / PO shall constitute formation of contract in terms of the tender, subject to furnishing of Performance Security, execution of Contract Agreement where prescribed, and submission of remaining statutory / contractual documents. Contract timelines shall run from the **Effective Date** i.e **13-04-2026**.

7. Submission of Technical Documents

You are requested to submit indicative drawings and technical data, detailed PERT / Bar Chart, QAP, FAT/PDI/SAT protocols, dispatch plan, receipt and commissioning plan / schedule, and handover documentation plan etc within **15 days** of this PO/LoA.

Manufacturing shall commence only after written approval of drawings/QAP by CWC wherever applicable.

You shall also submit and confirm interface compatibility requirements with tractor / prime mover.

8. Inspection and Dispatch

The EV TRUCKS/TRACTORS shall be offered for inspection by the CWC at the supplier's works well in time to adhere to the above-mentioned commissioning schedule. The shipment can be done only subsequent to issue of clearance certificate by the authorized representative of CWC. Any delays on this account owing to non-compliance of the technical specification will be purely to contractor's account.

You should give minimum 15 days' written notice for inspection. No EV Truck shall be considered ready for dispatch until it has been inspected and approved by CWC / authorized inspecting authority and requisite inspection certificate(s) issued. Only inspected and approved units shall be dispatched. CWC shall also retain right of further inspection / rejection at commissioning / SAT stage.

9. Firmness of Rates / Scope Included in Rates

The accepted rates shall remain **firm and fixed** as per tender conditions.

The accepted rates are deemed to cover complete supply and commissioning obligations at site, including all **incidental goods / services customarily and necessarily required for operationalization**, except those specifically payable / reimbursable separately under the tender.



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10. Delivery, Registration, Commissioning and Handover

The EV trucks covered under this PO shall be delivered, erected / tested, registered, commissioned and handed over within the tender schedule applicable to Phase-I (initial quantity). Successful completion of SAT / commissioning and submission of all deliverables shall be the responsibility of the supplier, and FAC shall be issued only after satisfactory demonstration, roadworthiness verification and completion of all contractual deliverables. Failure to complete registration, insurance and permitting within stipulated commissioning schedule shall be treated as delay in commissioning.

- Scheduled Delivery date for 6 Vehicles shall be 30th day from the effective date **-ie up to 13-05-2026**
- Scheduled date for Registration, Commissioning & Hand over for 6 Vehicles shall be 45th day from the effective date **-ie up to 27-05-2026**
- You are allowed to offer better deliveries for EV TRUCKS/TRACTORS with Mutual consent with CWC.

11. Consignee / Delivery Location

Consignee for this PO shall be:

Regional Office, Central Warehousing Corporation, Thiruvallur Illam, No. 4, North Avenue, Sri Nagar Colony, Saidapet, Chennai – 600 015.

Note:

(a) Any further distribution / deployment instructions within tender scope shall be issued separately by CWC.

(b) This address is tentative and if corporation needs to change due to associated business requirement, consignee address may be updated and intimated prior to 20-30 days of due date of delivery.

12. Compatibility with Semi flatbed trailers

You will ensure that each EV Truck supplied under this contract is fully compatible for coupling, operation and satisfactory performance with the semi-trailers / flatbed trailers available with CWC at the designated location(s). The offered vehicle shall meet the prescribed trailer-hauling parameters, including suitability for hauling fully loaded 20 ft / 40 ft ISO container trailers, required GCW / payload parameters and prescribed coupling height, and the supplier shall provide / make the necessary coupling arrangement strictly as per trailer manufacturer's drawings / interface data provided by CWC.

Compatibility shall be confirmed at the stage of submission of manufacturing drawings and QAP, and after delivery the supplier shall carry out assembly with trailer and full-load trial at site. Commissioning / acceptance shall be subject to satisfactory demonstration of truck-trailer compatibility and performance, and any defect / mismatch noticed during such trial shall be rectified by the supplier at its own cost.

Location of such fitment trial, interaction shall be decided by CWC and intimated later as mutually agreed between You, and Trailer Suppliers and CWC.

13. Registration, Insurance, Road Tax and Permit Charges:

Vehicle registration, statutory permits, road tax / motor vehicle tax and mandatory insurance coverage of each EV Truck up to Final Acceptance Certificate (FAC) shall remain entirely the responsibility of the supplier (you), and



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You will arrange and complete all such formalities, including submission of documents, coordination with authorities and physical presentation of vehicles, within the stipulated commissioning schedule. The charges towards vehicle registration, road tax / permit fees and statutory insurance shall not form part of the quoted / evaluated Contract Price and shall be settled separately by CWC either on reimbursement basis against documentary proof of actual payment or by direct payment to the concerned statutory authority, as decided by CWC.

No overhead, profit, markup or service charge shall be admissible on such statutory charges. Final payment and issuance of FAC shall remain contingent upon successful completion of registration, insurance coverage and statutory permits, and failure to complete the same within the commissioning schedule shall be treated as delay in commissioning and shall attract applicable contractual consequences including LD.

14. Liquidated Damages / Delay

Delay in delivery / commissioning, including delay attributable to non-completion of registration / insurance / permitting, shall attract action as per tender conditions including levy of liquidated damages and other contractual remedies. EV Truck units shall not be dispatched after expiry of delivery period unless extension, if any, is granted and accepted as per contract.

15. Payment Terms

Payment shall be regulated as per various relevant clauses of tender document, subject to statutory deductions and recoveries, including LD if any. Payment, post satisfying tender terms and conditions related with delivery and supplies, shall be done by corporate office in following stages-

(a) Payment on receipt at site

– 85% (eighty-five percent) of the Contract Price for the supply portion per vehicle including Machine Price & Other Components shall be paid on receipt of the EV Vehicle, duly pre-inspected and received at site by the Consignee in good condition at the ultimate destination subject to receipt of (i) e-invoice/GST invoice; (ii) Goods Receipt Note/acknowledgement at consignee; (iii) PDI/FAT/SAT clearance; (iv) packing list; (v) transit insurance cover note..

b) Payment on final acceptance after erection, commissioning and testing

– Balance 15% (fifteen percent) of the Contract Price for the supply portion per vehicle including Machine Price & Other Components (including inland transportation charges and erection & commissioning charges of only commissioned EV Trucks/Tractors), shall be paid after complete commissioning of EV vehicle including completion of registration, road permit/tax & insurance of EV Truck and within thirty (30) days of submission of Claim duly supported with FAC (SAT/Commissioning Certificate) issued by the Purchaser's representative and submission of training records, manuals, and all statutory/registration -Insurance documents as required after deduction of Liquidated Damages (LD), if any, for delay in supply, erection and commissioning vis à-vis commissioning schedule specified in the Letter of Award / Contract Agreement.

16. Warranty and Maintenance Support:

You will provide comprehensive warranty for each EV Truck, including traction battery and allied systems, for a period of **sixty (60)** months from the date of final acceptance / commissioning of the respective vehicle. During the warranty period, You, at own cost and risk, provide all scheduled maintenance and repairs as per OEM recommendations, including supply and replacement of all required spares and consumables, excluding only standard consumables such as tyres, oil and filters, and shall attend breakdowns and defects in accordance with the contractual service standards.

You (The supplier) / its authorized representative shall respond to defect intimation within four (4) hours and shall



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repair or replace defective sub-assemblies within forty-eight (48) hours, failing which penalty and other contractual remedies shall apply. The warranty period shall stand extended by the period for which the vehicle remains under breakdown during warranty.

The traction battery shall retain minimum 70% of its original rated usable capacity at the end of sixty (60) months, failing which the supplier shall, within sixty (60) days and at its own cost, replace or refurbish the battery / battery modules so as to restore the guaranteed performance. The supplier shall further maintain service support capability and availability of spares / consumables for ten (10) years post commissioning and shall provide post-warranty maintenance support in accordance with OEM maintenance schedule and tender conditions.

17. Consequences of Non-Compliance after Award

If you fail to furnish Performance Security within the stipulated time, fail or refuse to accept this PO/LoA, or fail to execute the Contract Agreement within stipulated time, CWC shall be at liberty, without prejudice to other remedies under the tender / contract, to cancel the award and forfeit EMD of Rs. 20 Lakh submitted by you with the tender and also to initiate debarment or suspension action, besides risk purchase, damages, termination and other action permissible under contract and rules.

18. Other Terms and Conditions

All other terms and conditions of the tender document, including NIT, GCC, SCC, Technical Specifications, Appendices, Corrigendum, accepted bid, and subsequent CWC instructions, shall form integral part of this LoA and shall be binding on you.

You are requested to return a copy of this LoA duly signed in token of unconditional acceptance and take immediate action for submission of Performance Security and other required documents.

Yours faithfully,
For Central Warehousing Corporation

[Roopendra Kumar Sharma]
[Sr. GM-Engineering]

New Delhi

Copy to:

1. The RM, RO Chennai, CWC.
2. The GM, Finance (Corporate Office)
3. Ms. Niraja Tiwari, AM (Engg.-Electricals), Corporate Office, New Delhi for Contract Management and coordinate with RO, CO and Vendor in relation with this contract.
4. Manager -Tender Cell, Corporate office



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