

ELECTRICAL RESEARCH AND DEVELOPMENT ASSOCIATION

**DOCUMENT
PIND-2526-01670-R1**

Conditions of Contract for CENTRALIZED DATA STORAGE SOLUTION

Date: 16/06/2026

GENERAL INFORMATION

Electrical Research and Development Association popularly known, as 'ERDA' is a premier Testing, Calibration, Certification and Research Organization of India. ERDA (www.erda.org) was established by the Indian Industries and Utilities with the support of Governments of India and Gujarat and has acquired more than four decades of experience as a service provider. It is a not-for-profit organization. You may visit our website www.erda.org for further details.

1.0 Scope of Supply

The scope shall include **SUPPLY, INSTALLATION, CONFIGURATION, AND COMMISSIONING, TESTING AND ACCEPTANCE OF A CENTRALIZED DATA STORAGE SOLUTION (SAN STORAGE WITH BACKUP INFRASTRUCTURE), INCLUDING ASSOCIATED CIVIL, INTERIOR, ELECTRICAL, ELV, NETWORKING, COOLING, FIRE SUPPRESSION, UPS AND STABILIZER RELATED WORK** with all standard fittings and accessories as per specifications. The scope also include the supply of equipment at ERDA, Vadodara.

2.0 Technical Acceptance

The Supplier shall guarantee that the material supplied shall meet the as per the ERDA requirements listed in agreed technical specifications.

Supplier shall correct all defects and replace the items / components as necessary as per ERDA requirement. ERDA reserves the right to add or delete the quantities as mentioned in specification during the evaluation of offer/execution of the work.

ERDA reserves the right to add or delete the quantity, line item mentioned in tender specification/BOQ at the time of evaluation of offer.

ERDA also reserves the right to distribute the work between two or more agencies in order to achieve the desire timeline of the project.

3.0 Price and Taxes

The prices shall be firm and FOR, ERDA, Vadodara basis and shall not be change till the completion of delivery of materials. All applicable taxes shall be clearly indicated in your offer. Any change in taxes during the contractual delivery date shall be paid extra at actual. The taxes beyond the contractual delivery date shall be borne by bidders.

The rates quoted in the Tender shall include cost of telephone rent and call charges, for execution of Work at site, hire for any tools and tackles, shed for materials, marking out and transportation complete, cleaning the buildings and surroundings after execution of the total works and dumping the waste at designated place as directed by the ERDA in all respects. The rates quoted in the Tender shall be treated as rates for finally completing the Work. ERDA shall be entitled to all benefits including benefits in the form of reduction of rates due to decrease in taxes.

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The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to escalation or adjustment on any account even if the work is delayed due to unavoidable circumstances beyond the control of ERDA.

The Bidders must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper tender and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the work, nature of the work, availability of power, water, shelter for workmen and all the matters pertaining thereto before submitting the Tender

The price quoted by the bidders shall be remain firm till the execution of work. The quoted price is inclusive of all applicable taxes, charges towards the testing, packing and transportation of materials up to ERDA, Vadodara basis. Any change in taxes during the contractual delivery date shall be paid extra at actual.

Bidder shall separately quoted the erection, testing and commission charges in their price offer. The price of erection, testing and commissioning shall be inclusive of all To and Fro travelling charges, Logging and Boarding Charges and local conveyance charges. Bidder shall also arrange the special tools and tackles required for commissioning of equipment at their own cost and risk.

In order to calculate the landed cost the exchange rate of opening of commercial bid shall be taken in to the consideration. The exchange rate shall be taken from RBI web site.

3.1 Modification and Withdrawal of Bids

The Vendor may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by ERDA prior to the last date prescribed for receipt of bids.

3.1.1 Amended Proposals:

A Vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. ERDA personnel will not merge, collate, or assemble proposal materials. No bid shall be modified subsequent to the last date for receipt of bids.

3.1.2 Vendor's Rights to Withdraw Proposal:

Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Vendor must submit a written withdrawal request signed by the Vendor's duly authorized representative addressed to the authorized representative of ERDA.

The withdrawal requests received after the deadline for receipt of the proposals will not be accepted. No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified herein.

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3.2 Earnest Money Deposit (EMD)

- The value of Earnest Money to be deposited by the tenderer for tender participation should be Rs.1,00,000/-
- The value of EMD to be deposited by the tenderer in the form of NEFT / Demand Draft of any nationalized bank, along with bid submission.
- For successful tenderer, EMD will be refunded to the firm immediately after acceptance of Purchase Order and submission of Contract Performance Bank Guarantee as per PO terms.
- For disqualified tenderer, EMD will be refunded to the firm on immediate basis.
- For refusal to accept the Purchase Order by successful bidder after all technical and commercial agreements, the EMD shall be forfeited.
- The value of EMD to be deposited by the tenderer for the amount as specified in the tender as per above classification, in the form of NEFT / DD (Demand Draft) in favor of ELECTRICAL RESEARCH AND DEVELOPMENT ASSOCIATION payable at Vadodara. The EMD amount for tender participation must be received through organizations bank account only (in case of NEFT).

4.0 Validity of the Offer

The validity of the offer shall be for a minimum period of 180 days from the date of opening of technical bid.

5.0 Terms of Payments

As per document "PIND-2526-01670-R1-Notice-Data Centre.pdf".

6.0 Delivery

The supply of material along with all auxiliaries / accessories, its erection and other works shall be completed within 4 months from the date of LOI/PO. Time is of essence. However, LD shall be deducted if the same is delayed beyond agreed delivery schedule.

7.0 Liquidated Damages

Liquidated Damages (LD) due to delay in delivery:

In the event, the guaranteed delivery dates are not adhered to, LD shall be deducted by ERDA from the amount payable to the Supplier at 0.5% of basic price per week of delay for the delayed period after the Contractual Completion date, subject to maximum of 10% of the basic price.

Prolonged delays: If the guaranteed delivery date is delayed due to reasons attributable to Supplier till the date when ERDA becomes entitled to the maximum LD deduction as above, ERDA may, after giving a notice of 15 days in writing:

- require the Supplier to complete the delivery within such reasonable time and subject to such additional liquidated damages as the parties may agree, or
- terminate the contract in respect of whole equipment or any materials, as may be determined by ERDA.

The Supplier is aware and acknowledges that if it cancels the Contract or does not deliver the equipment / material to ERDA within the agreed delivery period or the extended period (upto the date when ERDA becomes entitled to the maximum LD deduction as above) thereby constraining ERDA to terminate the Contract, ERDA will have to once

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again float tender to procure the equipment / material from another or other supplier(s), negotiate and agree upon technical specifications and commercial terms with bidders, and defer its testing services until the equipment / material is supplied from another or other supplier(s) / successful bidder at costs that could be substantially higher and will suffer loss of profit and incur claims from customers with whom it will be entering into contracts for provision on its testing services in anticipation of delivery of the equipment / materials within the time schedule agreed by the Supplier and will also suffer or incur interest costs and other incidental expenses and losses. Supplier agrees and undertakes to compensate ERDA for such losses, damages, expenses and costs in addition to the LD or other compensation amounts that may have been agreed in this Contract and notwithstanding any exclusions to indirect, consequential or incidental damages or limitation on liability that may have been stipulated or agreed in this Contract

8.0 Warranty Period

The material to be supplied shall be new, unused, free from all defects in design, material, workmanship and handling and shall be of the highest grade in full conformity with design, drawings, specifications and any other conditions stipulated in this tender. The Warranty of complete system shall be applicable for 12 months from the date of supply of equipment at ERDA.

Any Equipment and Materials or the Facility or portion thereof replaced / repaired during the Warranty Period would be further warranted for a period of twelve (12) months from the date of completion of such repair/replacement.

9.0 Force Majeure

"Force Majeure" shall mean an event or circumstance beyond the reasonable control of the ERDA or the Supplier which could not have been foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

Act of God;

An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage. Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.

Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Supplier or of his Sub-supplier.

Natural or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his supplier or Sub-supplier.

Operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

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The affected Party gives the other Party Written Notice of the occurrence of the Force Majeure Event as soon as practicable after the occurrence of the Force Majeure Event and also gives the other Party Written Notice describing in reasonable detail the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event;

The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure.

No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the occurrence.

The affected Party shall exercise all reasonable efforts to mitigate or limit Damages to the other Party.

The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance;

When the affected Party is able to resume performance of its obligations under his Contract that Party shall give the other Party Written Notice to that effect and shall promptly resume performance hereunder.

If a Force Majeure event occurs and its effect continues for a continuous period of 270 days or have been delayed for a cumulative period in excess of 365 days, either the Owner or the Contractor may give to the other a Notice of Termination, which shall take effect 30 days after the giving of the Notice. If at the end of the 30 day period, the effect of the Force Majeure continues, the Contract shall terminate. In that event, ERDA shall determine the work done and pay to the Supplier

The amounts payable for any Work or supply of Goods carried out for which a Price is stated in the Contract;

The cost of Materials ordered for the Works which have been delivered to ERDA, or of which ERDA is liable to accept delivery: such Plant and Materials shall become the property of ERDA against payment therefore by ERDA, and the Supplier shall place the same at ERDA's disposal promptly upon receipt of request in respect thereof from ERDA.

10.0 Termination by ERDA

10.1 Termination for Convenience

ERDA shall be entitled to terminate the Contract at their convenience, at any time by giving thirty (30) Days prior notice to the Supplier. Such notice of termination shall specify that termination is for ERDA's convenience and the date upon which such termination becomes effective. Upon receipt of such notice, the Supplier shall proceed as follows:

- i. cease all further work, except for such work as may be necessary and instructed by ERDA Representative for the purpose of making safe or protecting those parts of the Services already executed, and any work required for leaving the Site in a clean and safe condition;
- ii. stop all further sub-contracting or purchasing activity:

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- iii. handover all Documents, equipment, materials and spares relating to the Package prepared by Supplier or procured from other sources up to the date of termination for which Supplier has received payment equivalent to the value thereof;
- iv. handover those parts of the Package executed by Supplier up to the date of termination; and
- v. remove all Supplier's Equipment, which is on Site and repatriate all his staff and labour from the Site.

10.2 Termination for Default by Supplier

If the Supplier fails to carry out any of his obligations, or if the Supplier does not execute the Services in accordance to the Contract, ERDA's Representative may give notice to the Supplier requiring him to make good such failure. The Supplier shall remedy the same or take reasonable action to remedy the same within fifteen (15) Days from date of such notice.

If the Supplier:

- a) fails to comply with a notice under this clause, or
- b) abandons or repudiates the Contract, or
- c) without reasonable excuse fails to commence or proceed with the Services in accordance with the Contract, or
- d) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any Applicable Law) has a similar effect to any of these acts or events, or
- e) assigns the Contract without the required consent of ERDA, or
- f) fails to comply with Applicable Laws and/or Applicable Permits, or
- g) is in material breach of the Contract,

then ERDA may, without prejudice to any other right or remedy it may have under the Contract after having given 30 days' notice to the Supplier, terminate the Supplier's employment under the Contract, should Supplier fail to rectify within such notice period or commence to rectify the defaults within 15 Days of receipt of such notice from ERDA; provided always that in the case of paragraph (d) above, the termination shall become effective on ERDA issuing the notice of termination.

10.3 Payment after Termination

After termination under above clause, the Supplier shall not be entitled to any further payment under the Contract. ERDA shall be entitled to recover from the Supplier the extra costs, if any, of completing the Works.

11.0 Indemnification

Notwithstanding anything contained herein, ERDA shall not be responsible or liable in any manner whatsoever for any claims, suits, actions, proceedings, liabilities, demands, losses, damages, fines, penalties, costs or expenses incurred or suffered by Contractor, its subcontractors or its or their personnel, workmen, sub-contractors, agents or representatives, including in respect of any injury or death of any Person or damage to or loss of any equipment, material or property arising or resulting from, or occasioned

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by or in connection with the Works and Contractor hereby releases ERDA from any and all such liability therefore.

Contractor shall indemnify, defend and hold ERDA harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, damages, losses, fines, penalties, costs or expenses (including legal fees and expenses) of every kind and nature, arising, whether during the Term or at any time thereafter and in any manner directly or indirectly caused, occasioned or contributed in whole or in part, by reason of:

- i. any act, omission, delay, fault or negligence whether active or passive of Contractor or of anyone acting under its direction or control or on its behalf;
- ii. breach of any representation, Warranty, obligation or covenant under the Contract by Contractor or of anyone acting under its direction or control or on its behalf;
- iii. breach or violation of any applicable law, rules, regulations;
- iv. any statutory dues or other payments to its personnel, workmen, sub-contractors, agents or representatives.

If ERDA is required to pay any amount in respect of any claims or demands as Aforesaid (including under applicable employment or labour laws) Contractor shall reimburse to ERDA the amount paid and costs incurred by ERDA or ERDA may, at its option, deduct such amounts from any sum due or thereafter becoming due to Contractor under the Contract or otherwise. Contractor shall not dispute or question payments of any such amount by ERDA notwithstanding such payment being made without its consent or authority and not withstanding ERDA not contesting any such claim.

Contractor shall indemnify, defend and hold harmless ERDA from and against any and all claims, suits, actions, proceedings, cause of action, demands, losses, damages, fines, penalties, costs, expenses (including legal fees and expenses) and liabilities of every kind and nature, arising, whether during the Term or at any time thereafter, on account of:

- i. accident, injury to or illness or death of any person or damage to or loss of any equipment or property; or
- ii. Environmental damage occurring at the Site or at the premises of the Contractor or any of its subcontractor or pollution emanating from the property or equipment of Contractor, its agents or subcontractors to the extent arising directly or indirectly from or out of or in connection with the performance of this Contract by, or any act or omission of, Contractor, its subcontractors or any of their officers, directors, employees, agents Representatives.

Intellectual Property Indemnification

In performing the Services, Supplier shall not incorporate into their Package, or use in connection with their Package or the performance of the work, any materials, methods, processes, systems or service that involve the use of any confidential information, intellectual property or proprietary rights that Supplier does not have the right to use or incorporate or which may result in claims or suits against Owner, ERDA or any Sub-contractor arising out of claims of infringement of any third party, domestic or foreign patent rights, copyrights, other proprietary rights, or intellectual property rights, licenses or agreements, or applications for any thereof, or rights of use of confidential information.

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12.0 Safety Instructions

Vendor/contractor will have to take care of all necessary safety norms and should provide applicable safety measures to their workers working inside ERDA premises like Safety Shoes, Helmets, and hand gloves as applicable; Vendor will be fully responsible for non-compliance of safety norms.

13.0 Governing Laws and Dispute Resolution

13.1 Governing Laws: The Contract shall be governed by Indian Laws and Rules as Amended from time to time. The Vadodara Courts alone shall have the exclusive Jurisdiction in all matters arising under this Agreement.

13.2 Dispute Resolution: Any dispute(s) or difference(s) arising out of or in connection with the Contract shall be decided by ERDA whose decision shall be final and binding on the parties. ERDA shall within a period of 90 days from the date of being requested by Supplier to do so, give written notice of his decision to Supplier.

14.0 Insurance:

Marine / transit insurance / transportation for goods consigned directly to ERDA, unloading, warehouse, storage, erection, testing and commissioning, third party liability insurance and other insurances in accordance with the provisions of the Contract shall be in scope of Vendor.

Insurance for the Input / raw material consigned to Supplier's Works shall be arranged by Supplier.

15.0 Right of Rejection:

The Director ERDA or his authorized representative reserves the right to reject any tender in part or in full of all tenders without assigning any reasons thereof.

16.0 Amendment of Tendering Documents:

Before the deadline for submission of Tenders, the Bidder may modify the Tender submitted by issuing Supplemental Tender such that the Tender and Supplemental Tender reach ERDA before the last date specified for submission of Tender.

ERDA shall have the right to amend/delete/add to the various provisions in the Tender Documents or withdraw/cancel the invitation to tender without assigning any reason whatsoever. The amendments if issued by ERDA shall be read carefully in conjunction with Tender Documents. The quoted price/rate/amount shall be deemed to be worked out taking into account amendments / errata unless otherwise specified by ERDA.

Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all the Bidders. The Bidders shall acknowledge receipt of each addendum by email to ERDA.

In order to give reasonable time to the Bidders to take into account the addendum, ERDA may extend the deadline for submission of Tenders or Supplemental Tender. Extension of deadline if any shall be specifically informed.

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Any withdrawal or cancellation of Invitation to tender shall be communicated in writing to all the Bidders.

17.0 Language of Tender:

Tender including Tender drawings, Amounts and all other information shall be prepared and submitted in English language only.

18.0 Limitation of Liability:

Under no circumstances shall ERDA its officers, directors, employees, shareholders, consultants etc. be liable to the Contractor for any loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, loss of or costs of financing (and all such cases involving financing, whether direct, indirect or consequential) or for indirect or consequential damages, costs, losses or expenses, whether arising in Contract, tort (including negligence) or otherwise and Contractor hereby releases ERDA from any liability therefor.

In no event shall ERDA's aggregate liability to Contractor, in Contract, tort or otherwise (including any liability for any negligent act or omission) arising out of or in connection with the Contract, however caused, exceed in the cumulative aggregate a sum equal to [5%] of the consideration paid to Contractor by ERDA in the month during which the alleged act or omission occurs giving rise to the claim.

19.0 Statutory documents:

Bidder will submit all statutory documents like copy of WC policy, Labour license copy etc. to our admin dept. before stating of work at site. Also comply with the following points.

- Undertaking by contractor for Health, Safety, Environment and Labour compliance duly signed and stamped by Proprietor or authorised person
- Employee's State Insurance Policy or Employees Compensation (WC) Policy for workers and their vendor Company's ID cards (In WC policy, the location of work i.e. risk location (ERDA – Makarpura or Savli, Vadodara, Gujarat) and work description as per PO should be mentioned)
- Labour license copy (if applicable) etc. and as per government labour rules)
- Declaration for the compliance of Covid 19 requirement along with work permission request letter addressing to section in-charge under whom work is to be carried out.

20.0 Confidentiality:

Vendor shall not, without ERDA's prior written consent, disclose the Contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the vendor in connection therewith, to any person other than the person(s) employed by the vendor in the performance of the Contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this Contract. Vendor shall not, without ERDA's prior written consent, make use of any document or information mentioned in this Purchase Order except for the sole purpose of performing the Contract.

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21.0 Right to Audit:

ERDA and its authorized representatives shall have the rights to audit, to examine, and to make copies of or extract from all finance and related records (in whatever form they may be kept, whether written, electronics, or other) relating to or pertaining to this Purchase Order.

22.0 Packing and Cartage:

The material supplied must be sufficiently and properly packed as so to ensure their being free from loss or damage on arrival at the Company's work. Unless otherwise specially stated, the price is deemed to be inclusive of cartage and shall packing cases, containers and other packing materials shall be supplied free.

23.0 Purchase Risk Factor:

In case supplier fail to deliver the ordered goods, ERDA has the right to purchase the goods from any other source and charge differential cost from the vendor.

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