

**TENDER DOCUMENT FOR THE 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  
FOR  
ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION  
AT VADODARA, GUJARAT, INDIA**

**Notice**



**ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION  
ERDA Road,  
G.I.D.C., Makarpura,  
Vadodara 390010.  
Phone: (265) 3043128**

**SALIENT FEATURES OF TENDER:**

<b>Sr. No.</b>	<b>Item Description</b>	<b>Brief Details of Tender</b>
1	Name of Work	Request for Proposal (RFP) for the 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 for ERDA. Scope of Work as per annexure
2	Location of Site	Makarpura, Vadodara, Gujarat, India
	<b>Commercial terms</b>	
3	Earnest Money Deposit by the Contractor	<b>Rs. 1,00,000/- (Rupees One Lakh only)</b> paid by NEFT or in form of DD payable at Vadodara in the name of the Electrical Research & Development Association as earnest money (" <b>Earnest Money</b> "). The EMD which shall be returned to the Contractor on finalisation of the contract and submission of the Performance Bank Guarantee by the successful bidders. (Details in Paragraph-12)
4	Project Performance Bank Guarantee by the Contractor	PBG equivalent to the 10% (ten percent) of Contract Value in the form of a bank guarantee issued by a Nationalised bank in favour of the Electrical Research and Development Association shall be submitted along with the Purchase Order acceptance & same shall be released after the completion of the Project.
5	Retention Money from running Bill	10% (ten percent) of value of the work done and approved by the Engineer-In-Charge at the time of approving the relevant R. A. Bill will be deducted in cash from each R.A. Bill. 50% of the Retention Money will be released along with payment of Final Bill and balance 50% after the Defects Liability Period of <b>12 months</b> OR against issuance of a bank guarantee by a Nationalised Bank (acceptable to the ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION ) of an amount equal to the balance Retention Money for the term of the Defects Liability Period.
6	Mobilisation Advance	10% of the contract value shall be paid as mobilization advance against Acceptance of PO, submission of ABG of equivalent amount and site mobilization. Same shall be recovered on pro-rata basis from each RA bill.
7	Material Advance	No Material advance shall be given by ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION.

8	Frequency of bill	Maximum 1 (one) Running Bills (R.A. Bills) per month.
	Value of running bill	Each R.A. Bill to have a minimum value of Rs.20,00,000/- (Rupees Twenty Lakhs only).
9	c) Payment by the Electrical Research & Development Association	Within <b>30 days</b> from the receipt of RA bill in the Electrical Research & Development Association office.
10	Certification and Payment of Final bill	Within <b>60 (Sixty) days</b> from date of receipt of Final Bill and Certificate of Payment. Final billing and payment to be done as per actual material delivered and work carried out.
11	Liquidated damages / Penalty	0.5% per each week or part thereof of the entire contract value for delay beyond the specified completion, up to maximum of 10% of the entire value of the contract.
12	Taxes	Quoted Rates shall be inclusive of all Taxes, Contractor has to pass-on necessary input tax credit in Quoted Rates to Electrical Research & Development Association.
13	Statutory variation in taxes / new taxes	Any variation / new taxes on the Contract as a whole shall be reimbursable / recoverable, as the case may be. Increase of taxes / royalties on individual items will not be reimbursed.
14	Insurance	Contractor to procure a Contractor's All Risk policy of a value equivalent to contract value, which shall remain in force till the certification of the final bill. The same shall be endorsed in favour of Electrical Research & Development Association.  Contractor shall also procure a Third-Party Liability Insurance and Workmen Compensation as per as per the Electrical Research & Development Association's instructions.
	<b>Time period</b>	
15	Bid Validity Period	The validity of the offer shall be for a minimum period of 180 days from the date of opening of technical bid.
16	Completion Period	<b>4 (Four) months</b> from the date of issuance of Letter of Award of Work.
17	Mobilisation Period	<b>30 (Thirty) days</b> from the date of issuance of letter of award.
18	Defect Liability Period	<b>Twelve (12) months</b> from date of issue of Deemed Completion Certificate by the Electrical Research & Development Association. "Deemed Completion" shall mean that the works as stipulated in drawings and schedule of quantities are complete, in all respects along with all finishing items for the purpose of handing over the possession to the Employer.
19	Cement, Reinforcing steel, Structural Steel	Cement, Reinforcement Steel and Structural Steel required for executing work shall be procured by Contractor.
20	Water for construction	<b>Water required for construction of Works at site shall be arranged &amp; distributed by the contractor on his own cost. Pumping, lifting &amp; distribution of water at the Site shall be the Contractor's obligation, at the Contractor's cost,</b>

		with no extra cost to the Electrical Research & Development Association.
21	Electrical Power for construction.	<b>Electric Power required for construction work shall be arranged by Contractor. In case of urgency of work Contractor shall arrange D.G set at his own cost for the same no additional cost for the same shall be paid for the same.</b> Further distribution is in Contractor's scope at no extra cost to the Electrical Research & Development Association. The Contractor also shall take due precautions to keep the Electrical points, Switch Boxes etc. safe and free from water. All safety precautions shall be taken as per HSE requirement of Electrical Research & Development Association.
22	Space for site office & store of the Contractor.	Land for office and storage for the Contractor shall be provided by the Electrical Research & Development Association at the Site free of cost. The Contractor shall, however, be responsible for building a temporary structure for its Site office at his own cost, which shall be removed by the Specified Completion Date.
23	PF & WC for labour	100% PF compliance is in scope of Contractor. Contractor to take WC Policy in favour of site plant address.

**SPECIAL TERMS & CONDITION.:**

Contractor has to complete the work as per time limit given by **ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION**, Project in charge.

Contractor should have following items in house & to be deployed at site:

- RMC OR Ajax Self Loading Concrete Mixer Machine shall have to be provided at site & shall be mobilized at site within 10 days from date of LOI/LOA (Providing, Installation, Commissioning, Operation and Maintenance cost shall be bear by contractors).
- Transit mixers
- Scaffolding material pipe coup locks / H frames for slab.
- Crane & Hydra / JCB etc.
- Shuttering material floor spans, steel pipes, shuttering ply etc. for minimum 500 M2 at site, irrespective of repetition of material.
- Site Lab set-up to be done by contractor to assure quality of works as per QAP.
- Quality Engineer separately deploy at site & reporting directly to management.
- Safety officer & Skill supervisor also require at site & reporting directly to management.
- Porta cabin with Air Conditioner for **ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION** use- One porta cabin with conference room (Six Person Seating) for engineer's use including drinking water / Toilet arrangement.
- Store & Cement storage and to be used & dismantling / removing & clean the area as per instruction by **ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION** project in charge.
- Organogram – Project Manager, Site Engineer, supervisor, staff etc.
- Site safety, Hygienic Site Condition, layout of material stacking, Crane position, Housekeeping should be taken care by contractor in proper manner. (As per Instruction of Engineer/In-Charge.)
- White board of size 4' X 2' Size for progress and manpower report/chart shall be placed at site.
- I card of every person of contractor is required.
- Measurement for excavation & backfilling shall be paid as per PCC dimensions only other all measurement as per IS 1200 or as mentioned in BOQ or relevant documents. For specification and measurement refer tender specification and terms.
- Any royalty charges to be borne by contractor only.
- Foundation Trench / plinth filling – Testing shall be done for each layer of 300 mm of compaction. For Plinth one test per 250 Sqm. of each layer compacted area.

- PF - Fulfillment of P.F. requirement shall be in scope of contractor. **ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION** shall be indemnified from any P.F. related legal matter. (100% P.F. compliance in contractor scope.)
- W.C policy in scope of contractor (It should be in favor of site plant address (exact address of plant to be mentioned in policy)).
- TDS to be deducted from contractor invoice.
- Contractor should make necessary Security for his Manpower & machinery. All Tools, Tackles & Machinery for carrying out the job are to be arranged by contractor. This must be calibrated as per statutory laws. Client/PMC reserves all rights for inspection at any stage of work. In case of any wastage of material / rejection of work Client/PMC shall not pay anything & Client/PMC shall deduct cost of material from vendor invoice.
- Contractor will be responsible for any type of undisciplined act done by his manpower. Contractor should get safety permission first from Client safety officer before starting the work. Contractor will provide PPE (ISI Approved) to his staff. Contractor has to follow all the safety rules as per the factory act & instruction given by our Safety officer, Plant & site Engineers also ensure the following things.
- Contractor have to provide Safety shoes, IS approved Safety helmets, Safety belts, Safety goggles, reflective Vest etc. to their employees.
- Suitable Safety appliances must be made available at work site and its test certificates (For lifting tools & tackles, Form -10) must be provided as and when client ask.
- Portable hand tools and tackles must be with suitable guards.
- For welding / cutting job Dissolve acetylene cylinder with flashback arresters must be used.
- Medical fitness certificate as per site requirement.
- If there is any violation of safety norms our safety officer, plant & site engineer are authorized to charge penalty.
- Contractor should take permission from safety office before working below the grounds, working at heights in client premises.
- All scaffolding material supplies with erection and dismantle should provide by contractor. Contractor has to make Metal scaffolding only with provision for stairs/platforms to do the job safely. (Bamboo scaffolds rampantly tied with coir ropes is not accepted) No extra charges will be considered for staging of scaffolding at any level for plastering & brick work, ceiling work.
- Contractor has to take permit for Electrical connection / earthing etc. before starting the job.
- Contractor has to attach Reconciliation Statement with Each Bill for Cement, Reinforcement Steel & if any other material.
- Contractor has to maintain good housekeeping during & after the work.

- House Keeping: Contractor to maintain the site in Good condition during and at the completion of the work.
- No escalation of price & taxes are given to contractor for allotted work.
- Contractor is responsible to provide all necessary documents required by ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION Project Dept.
- Contractor staff should follow rules & regulation of ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION organization.
- Contractor has to follow Child Labour act (Confirming for engaging above 18 years of Age).
- Woman workers are allowed only to work between 7 AM to 6.30 PM.
- The contractor has to abide by all the rules & regulations applicable under various Labour laws & have to comply the same within the time frame. Contractor has to submit necessary challans / returns submitted by him before various government authorities as & when asked by company for due verification of the same.
- Bar chart shall be submitted by Contractor before starting job & review of the same is compulsory on every fortnight.
- Contractor to submit the following documents with the Offer as per attached **Annexure-01**;
  - List of Equipment will be mobilized at site along with date and age of Equipment.
  - List of staff with Name and Experience.
  - Site Laboratory setup for Field Testing Lab. Other Site Requirement.
- The structure specifications and the construction material specifications are strictly to be maintained as per the Bureau of Indian Standards (BIS) code of practice viz. the BIS 456 and SP 16 in the case of PCC & RCC structure and BIS 800 in the case of steel structures etc.
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- The work will be carried out as per latest amendments of the CPWD Specification and IS standards.

## **NOTICE INVITING TENDERS**

**Sub: TENDER DOCUMENT FOR THE 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**

Dear Sirs,

- 1 On behalf of **Electrical Research & Development Association** having its Registered office Vadodara (herein after referred to as the “**Electrical Research & Development Association**”), we take pleasure in inviting you to submit your tender which is to be completed within **04 (Four)** months (As Specified in Salient Features of Tender) from the date of the Letter of Award.
- 2 Tenders shall be submitted in hard copy to our Vadodara Office in Two part bid envelope.
- 3 The Tender Documents (including tender Drawings and schematic tender drawings) have been issued to you along with this Notice Inviting Tenders. Any clarifications required with respect to the submission of Tenders may be obtained by persons making such submissions (“**Tenderers**”) from the Electrical Research & Development Association Vadodara office on any day that is not a 1<sup>st</sup> and 3<sup>rd</sup> Saturday, Sunday or Govt. holiday, between the hours of 9:00 a.m. to 5:30 p.m.
- 4 **Tender Documents:**
  - 4a. Scope of work, the tendering procedures and all terms of contract etc. are prescribed in the Tender Documents, a set of which have been issued to each prospective Tenderer in soft copy. A set of Tender Documents shall comprise the following:
    - i) Notice Inviting Tenders
    - ii) Format of letter for Submission of Tenders
    - iii) Special conditions of contract
    - iv) General conditions of contract
    - v) Specifications
    - vi) Schedule of Quantities and Rates
    - vii) Format of Contract
    - viii) Drawings
  - 4b. Transfer of the Tender Documents, purchased by one intending Tenderer to another, is not permitted.
  - 4c. Each Tenderer is expected to examine all instructions, forms, terms, Specifications etc. contained in the Tender Documents. Failure to comply with the instructions contained therein may result in the Tender being rendered ineligible.
  - 4d. A prospective Tenderer requiring any clarification in any of the Tender Documents may contact the ELECTRICAL RESEARCH & DEVELOPMENT



ASSOCIATION (sufficiently in advance) for such clarifications to enable [him/it] to prepare and submit the Tender on time. Should the Tenderer have any doubt as to the meaning of any portion of the Contract [he] must set forth the particulars thereof in writing to the Electrical Research & Development Association, before signing the Contract. The Electrical Research & Development Association shall jointly provide such clarification as may be necessary in writing to the Tenderer and such clarifications as provided jointly by the Electrical Research & Development Association shall form part of Tender Documents and therefore the Contract.

- 4e. The Electrical Research & Development Association reserve the right to modify the Tender Documents at any time prior to the last date of submission of Tenders, by issuing amendments/ addendums/ errata's/ corrigendum's etc. and such amendments/ addendums/errata's/ corrigendum's etc. shall be construed as forming part of the Tender Documents and shall be read in conjunction thereof.

4f. **Language of Tender :**

The Tender and all correspondence and documents relating thereto exchanged between any Tenderer and the Electrical Research & Development Association shall be in English Language only.

4g. **Earnest Money Deposit:**

Each Tenderer must enclose, as part of the Tender, the Earnest Money (as defined below) as set out in paragraph 12 hereof. It should be clearly understood that the said Earnest Money Deposit is likely to be forfeited by the Tenderer in the event of either [him] not accepting the award of contract or withdrawing [his] Tender during its validity or fails to sign the Contract within 30 (thirty) days from the date of the Letter of Award. Further, no interest shall be payable on the Earnest Money.

5 **Submission of Tenders**

- 5a. Tenderers are advised to inspect and examine the Site of work and all activities related to the Works and to completely satisfy themselves, before submitting their Tender, as to the nature of work involved, nature of the ground and sub-soil, so far as practicable, access to Site, other local conditions etc. and to obtain any other information inter-alia including in respect of rocks, contingencies and other circumstances that may influence or effect their Tender. It may please be noted that all Tenderers shall be deemed to have undertaken a due diligence and audit of all aspects of the proposed Works and Site and to have full knowledge of the Site and nature and extent of work involved, whether or not the Tenderers inspect /examine the Site or obtain any information required by them as above. Each Tenderer must (i) obtain for [himself/itself] at [his/its] own expenses all such information that [he/it] may consider necessary for the purpose of submitting the Tender and for entering into a contract with the Electrical Research & Development Association for execution of the Works for setting up the Plant & Associated Works, substantially in form contained in the Tender Documents (the "**Contract**") and (ii) must examine the Tender Documents and in particular the Specifications and the Drawings and inspect the Site and become acquainted with all local conditions and matters pertaining thereof. By submitting a Tender, each Tenderer admits to having made all necessary inspections and inquiries and procured for itself all necessary information in respect of the Site, the Plant and

the Works and shall have no right to make any claims or otherwise claim any losses from the Electrical Research & Development Association in respect of lack of knowledge or information that the Tenderer may have with respect to the Site, the Plant and/or the Works. No extra claim consequent upon misunderstanding or otherwise shall be subsequently allowed.

- 5b. One complete set of the Tender Documents (original) should be duly filled in and signed by the Tenderer as prescribed in the Tender Documents including the Letter for Submission of Tender set out on page **Error! Bookmark not defined.** hereto. Tenders shall remain open for acceptance by the Electrical Research & Development Association until the execution of the Contract by a successful Tenderer and the Tenderer shall not cancel or withdraw the Tender during this period.
- 5c. The Tender shall contain the name, residence and place of business of the Tenderer and shall be signed by the Tenderer with [his/its] usual signature. Any Tenderer that is a partnership firm shall furnish the full names of all partners in the Tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. A Tender made by a corporation shall be signed by an authorized representative of such corporation and a Power of Attorney or board resolution so authorizing the authorized representative shall accompany the Tender. A certified true copy of (i) the constitutional document(s) of the firm/corporation and (ii) list of partners/register of directors shall be furnished along with the Tender.
- 5d. The Tender Documents must be filled in English and all the entries must be hand written in ink. If any of the Tender Documents are missing or unsigned, the Tender shall be considered invalid. Quoted Rates should be both in figures and words in the specified column(s). All erasures and alterations made while filling the Tender Documents must be attested by initials of the Tenderer. Over writing of figures is not permitted. Failure to comply with any of these conditions will render the Tender invalid. No amendments to the Tender Documents after submission of the Tender will be entertained or permitted.
- 5e. Tenders must be submitted without making any additions, alterations, deletions or other modifications to the Tender Documents, other than such portions as are required to be filled in by each Tenderer in terms of the Tender Documents.
- 5f. Each Tenderer is required to fill in the necessary details in accordance with the instructions provided in the Tender Documents.
- 5g. Any correspondence that a Tenderer makes with the Electrical Research & Development Association after submission of the Tender must be made in duplicate.
- 5h. Addenda/Corrigenda to Tender Documents, if issued, must be signed & submitted along with the Tender. The Tenderer should write clearly the revised quantities in the Schedule of Quantities & Rates and should price the work based on revised quantities when amendments of quantities are issued in addenda.
- 5i. Letter for Submission of Tender along with its enclosures accompanying the Tender Documents and all further correspondence shall be submitted in Duplicate (Two copies).

- 5j. Each Tenderer is advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
- 5k. The total requirement of power with equipment wise break-up shall be indicated by the Tenderer in [his] Tender.
- 5l. The Tenderer shall include in [his] Tender a quality assurance program containing the overall quality management and procedures, which are required to be adhered to during the execution of Contract. After the award of the Contract a detailed quality assurance program to be followed for the execution of Contract under various divisions of work will be mutually discussed and agreed to.

**6 DOCUMENTS:**

**6a. GENERAL**

Each Tender that is submitted must constitute the following:

- i) A covering letter in the format entitled "Letter for Submission of Tender" (such format forms part of the Tender Documents issued to the Tenderers);
- ii) A complete set of the Tender Documents (original) duly filled in and signed by the Tenderer as prescribed in different clauses of the Tender Documents;
- iii) Earnest Money in the manner specified;
- iv) Power of Attorney or a board resolution (or a certified true copy thereof) authorising the authorized representative that has signed the Tender, if applicable;
- v) Income tax clearance certificates (ITCC) and sales tax clearance certificate in original or true copies in the proforma prescribed by the Government of India. The ITCC should be in the name of the Tenderer;
- vi) Information regarding Tenderer including any constitutional documents of the Tenderer;
- vii) Details of work of similar type and magnitude carried out by the Tenderer as well as a reference letter from the Electrical Research & Development Association s of such projects;
- viii) Organization chart giving details of field management at Site the Tenderer proposes to have for the execution of the Works;
- ix) Details of construction equipment, instruments and tools available with the Tenderer that [he] proposes to use for the execution of the Works;
- x) Solvency Certificate of the Tenderer from a scheduled bank to prove the financial ability of the Tenderer to execute the Works;
- xi) A schedule in the form of a bar chart setting out the time in which the Tenderer Proposes to achieve various milestones as well as Completion;
- xii) A certified true copy of the audited Balance sheet, Profit & Loss account and Auditors' Report of the Tenderer as of March 31, 2017 or later;
- xiii) Details of any other present commitments of the Tenderer;
- xiv) A statement as to whether the Tenderer will require any Sub-Contractor(s) /suppliers/manufacturers, including details of the Works to be Sub-Contracted and the reasons for such requirement;

- xv) A copy of the requisite license under the Contract Labour (Regulation and Abolition) Act, 1970;
- xvi) Proof of registration under the Employees Provident Fund Act, 1952;
- xvii) Any other technical information the Tenderer wishes to furnish; and
- xviii) A list showing all enclosures to the Tender.

Additionally, in the event that the Electrical Research & Development Association requests or requires a Tenderer to provide any additional documentation, the Tenderer shall forthwith provide the same to the Electrical Research & Development Association.

**6b. ALL PAGES ARE TO BE INITIALLED:**

- i) Each page of the Tender (including the Tender Documents) shall be initialled (by the authorised signatory, where applicable) at the lower right hand corner of the page.
- ii) The Tenderer shall (through its authorised signatory, if applicable) sign the Tender at each such place as [he] is required to do so in the Tender Documents. Each signature shall also be dated.

**6c. CORRECTIONS AND ERASURES:**

All corrections and alterations in the Tender shall be signed in full by the Tenderer and such signature shall be dated. No erasures or over writing is permissible.

**6d. WITNESS:**

Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature at the end of contract.

**6e. DETAILS OF EXPERIENCE:**

The Tenderer should enclose documents and furnish details as required to show that [he/it] has previous experience in having successfully completed in the recent past works similar to the Works, together with the names of the Electrical Research & Development Association, location of sites, value of contracts, dates of commencement and completion of works, delays, if any, reasons of delay and other details along with documentary evidences. In the event that any information so provided if found partly or fully false shall cause the Tender to be rejected.

**7 TRANSFER OF THE TENDER DOCUMENTS**

Transfer of the Tender Documents purchased by one intending Tenderer to another is not permissible. Any tenderer is permitted to purchase only one tender.

**8 VALIDITY**

The Tenders shall remain valid for acceptance till such time as the Contract is executed by a successful Tenderer. No Tenderer shall be entitled during the said period of 60 days, without the consent in writing of the Electrical Research & Development Association, to revoke, or cancel his Tender or to vary the tender given or any term thereof. In case a Tenderer revokes or cancels [his] Tender or vary any term in regard thereof without the consent of the Electrical

Research & Development Association in writing, the Electrical Research & Development Association shall forfeit the Earnest Money paid by such Tenderer.

**9 ADDENDA/CORRIGENDA**

Each addendum/corrigendum issued by the Electrical Research & Development Association will be distributed in duplicate to each person or organization to whom a set of the Tender Documents has been issued. Each recipient will retain one copy of each addendum/corrigendum for submission along with [his] tender and return one signed copy as acknowledgement of receipt of the same. All addenda/corrigenda issued by the Electrical Research & Development Association shall become part of the Tender Documents.

**10 RIGHT OF THE ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION TO ACCEPT OR REJECT TENDER**

10a. The right to accept a Tender will rest with the Electrical Research & Development Association. The Electrical Research & Development Association does not bind itself to accept the Tender with the lowest Quoted Rates, and reserves to it, the authority to reject any or all the Tenders received without assigning any reason whatsoever. The whole work may be split up between more than one Tenderers or accepted in part (not entirely) if considered expedient. Quoted Rates should hold good for such eventualities.

10b. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

10c. The Electrical Research & Development Association does not bind itself to accept the Tender with the lowest Quoted Rates or any other Tender and reserves to itself the right to accept or reject any or all the Tenders, either in whole or in part, without assigning any reasons whatsoever for doing so.

**11 SCHEDULE OF QUANTITIES & RATES**

11a. The Schedule of Quantities & Rates should be read in conjunction with all the other sections of the Tender [Documents].

11b. The Tenderer shall be deemed to have studied the Plans, Drawings, Specifications and details of the Works to be executed and to have acquainted [himself/itself] of the conditions prevailing at the Site.

11c. Rates must be filled in the Schedule of Quantities & Rates of the original Tender Documents. If quoted in separate typed sheets, no variation in item description or specification shall be accepted. Any exception taken by the Tenderer to the Schedule of Quantities & Rates shall be brought out in the Letter for Submission of Tender, but the Electrical Research & Development Association is in no way compelled to accept the same.

11d. The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the Quoted Rates. However, any likely increase in quantity of any items should

be brought to the notice of Engineer-In-Charge well in advance.

- 11e. The Electrical Research & Development Association reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
- 12 Each Tenderer shall deposit a Cheque/DD of **Rs. 1,00,000/-** (Rupees One Lakh only), payable at Vadodara in the name of the Electrical Research & Development Association as earnest money ("**Earnest Money**"), which amount shall stand forfeited in the event the Tenderer
  - (i) refuses to accept the award of the Contract
  - (ii) withdraws its Tender at any time or
  - (iii) Fails to sign the Contract within 30 (thirty) days of the date of the Letter of Award.

Any Tender which is not accompanied by Earnest Money shall not be considered as valid. Further, no interest shall be payable by the Electrical Research & Development Association on the Earnest Money. The Earnest Money of the successful Tenderer/Contractor shall be retained by the Electrical Research & Development Association till the successful Tenderer/Contractor submits the Performance Guarantee. The Earnest Money of all unsuccessful Tenderers will be refunded upon the execution of the Contract by the Contractor.

### 13 **POLICY FOR TENDERS UNDER CONSIDERATION**

- 13a. Only those Tenders, which are complete in all respects and are strictly in accordance with the terms and conditions of the Tender Documents including the Specifications, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of the Tender and remain under consideration until such time as an official intimation of acceptance/rejection of Tender is made by the Electrical Research & Development Association to the Tenderer or the Contract is executed by a successful Tenderer.
- 13b. The Electrical Research & Development Association, if necessary, will obtain clarifications on the Tenders by requesting for such information/clarifications from any or all Tenderers, either in writing or through personal contact, as may be necessary.
- 14 The Contractor shall within (ii) 15 (fifteen) days from the date of the Contract submit to the Electrical Research & Development Association an unconditional, irrevocable Project Performance bank guarantee of a value of **5%** (five percent) of the Contract Value from any nationalised bank acceptable to the Electrical Research & Development Association and in favour of the Electrical Research & Development Association, for the due performance of the Contract, in a form acceptable to the Electrical Research & Development Association ("**Project Performance Guarantee**"). The Performance Guarantee shall be returned to the Contractor along with the Final Bill.

15 **CLARIFICATION OF TENDER DOCUMENT**

Verbal clarification and information given by the Electrical Research & Development Association or its employee(s) or its representatives shall not in any way be binding on the Electrical Research & Development Association. Should the Tenderer have any doubt as to the meaning of any portion of the Contract [he] must set forth the particulars thereof in writing to the Electrical Research & Development Association, before signing the Contract. The Electrical Research & Development Association will provide such clarification as may be necessary in writing to the Tenderer and such clarifications as provided by the Electrical Research & Development Association shall form part of Tender Documents and therefore the Contract.

16 **LOCAL CONDITIONS**

- 16a. It will be imperative on each Tenderer to inform himself of all local conditions and factors, which may have any effect on the execution of Works covered under the Tender Documents. In their own interest, the Tenderers are requested to familiarize themselves with Indian legislation, including the Income Tax Act 1961, Companies Act 1956, Customs Act 1962, the Provident Fund and Miscellaneous Provisions Act, 1952, the Industrial Disputes Act, 1947 and the Indian Contract Act, 1872 and other applicable Indian laws and regulations as amended from time to time. The Electrical Research & Development Association shall not entertain any requests for clarifications from the Tenderer regarding such local conditions.
- 16b. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Tender. No claim for financial or any other adjustments due to lack of clarifications of such factors shall be entertained.

17 **ABNORMAL RATES:**

Tenderers are expected to provide Quoted Rates for each item after careful analysis of cost involved for the execution of the Works considering all specifications and conditions of the Tender Documents and the Contract. In case it is noticed that the Quoted Rates by the Tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the Tender unless the Electrical Research & Development Association is convinced about the reasonableness after scrutiny of the analysis for such rates to be furnished by the Tenderer (on demand).

18 **AWARD OF CONTRACT**

- 18a. The acceptance of a Tender will be intimated to the successful Tenderer by the Electrical Research & Development Association either by the Letter of Award.
- 18b. The Electrical Research & Development Association will be the sole judge in the matter of acceptance of a Contract and the decision of the Electrical Research & Development Association shall be final and binding.

- 19 Within 30 (thirty) days of the date of the Letter of Award, the successful Tenderer shall execute the Contract. In the event that the successful Tenderer fails to execute the Contract within 30 (thirty) days of the Letter of Award, the Earnest Money deposited by such successful Tenderer shall stand forfeited and the acceptance of the Tender shall be considered as cancelled. Additionally, in the event that the Tenderer fails to execute the Contract within 30 (thirty) days of the date of the Letter of Award or, the Electrical Research & Development Association , at any time after the date of the Letter of Award, believes that the Tenderer to whom such Letter of Award was issued will not so execute the Contract, the Electrical Research & Development Association may issue a fresh Letter of Award to any other Tenderer and the provisions of this paragraph 19 shall then apply in respect of such other successful Tenderer.
- 20 In addition to the Performance Guarantee issued under paragraph 14 above, an additional **05% (Five percent)** of the value of each R.A. Bill will be deducted prior to payment to the Contractor of the R.A. Bill and shall be held as retention money (collectively the **"Retention Money"**) by the Electrical Research & Development Association . The Retention Money shall not bear any interest. Upon receiving the Completion Certificate from the Engineer In Charge, the Contractor will be paid 50% (fifty percent) of the Retention Money along with the payment made under the Final Bill and the balance 50% (fifty percent) of the Retention Money will, subject to the provisions Contract, be paid to the Contractor on the expiry of the Defects Liability Period or Against issuance of Bank Guarantee by Nationalized Bank(acceptable to the Electrical Research & Development Association ) of an amount equal to 50% of the retention money for the term of the defect liability period, provided that no defects have been detected or any defects detected have been duly rectified by the Contractor at [his] cost and expense and subject to any deductions to be made from the Retention Money in terms of the Contract.
- 21 Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Electrical Research & Development Association shall be entitled to recover such sum by appropriating/invoking in part or whole the Retention Money/ Performance Guarantee of the Contractor. In the event the Retention Money/Performance Guarantee is insufficient to cover the claim, then the balance shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. Such sum deducted shall be in addition to the Retention Money. The Contractor shall pay to the Electrical Research & Development Association on demand any amounts due to the Electrical Research & Development Association by the Contractor under the Contract.
- 22 **Supply of Cement, Steel & Other Material:**
- 22a. The Contractor shall make [his/its] own arrangement to obtain all materials required for the Works **including Cement, Reinforcing Steel & Structural Steel. A test certificate for all materials shall be submitted by the Contractor to the Electrical Research & Development Association for**



**review and approval, prior to use of such material for the Works.** It is clarified, however that neither cement nor reinforcing steel shall be supplied by the Electrical Research & Development Association for any brought-out items such as ready mix concrete, RCC Pipes, cement tiles, precast covers, concrete blocks, etc.

- 22b. It is further clarified that To & Fro Transportation of Free Issue Materials, from Supplier's store to site of works is included in contractor's scope of work and the rate quoted by him shall include the same. In case the material is directly issued to contractor's store / site of works in trucks/ trailers, the unloading charges are to be borne by the contractor within the quoted unit rate. Third Party Test for Reinforcement & Structural Steel shall be in Contractor Scope.
- 22c. The Contractor shall maintain a separate register for recording the use of cement and reinforcing & Structural steel received at Site and consumed by it and shall submit a reconciliation statement to the Engineer-In-Charge in this respect with each R.A. Bill. Payment of the Final Bill shall be made on the basis of approved reconciliation statement & standard unit weight as given in relevant I.S. Code.
- 22d. **Consumption of Cement for all items (except concrete) shall be as per CPWD coefficient. For concrete work with volumetric proportion refer CPWD coefficient. For design mix concrete consumption of cement as per design mix report. Wastage & Rolling Margin shall not be payable separately.**

23 **Facilities to be provided by the Electrical Research & Development Association :**

- 23a. Open space for an office (the "**Site Office**") not exceeding 200 sqmt (Two Hundred square meters) shall be provided to the Contractor at the Site. The Contractors shall, however, be responsible for constructing a temporary structure for the office.
- 23b. Open space for storage as approved by the Electrical Research & Development Association / Engineer-In-Charge shall be provided to the Contractor at the Site (the "**Storage Area**"). The Contractor shall provide all necessary store on the Site at [his] own cost in the Storage Area for all materials such as Cement. The materials which are likely to deteriorate by exposure to sun, rain, or other weather conditions shall be adequately protected by the Contractor. The Storage Area shall be cleared away and the ground left in good and proper order and condition on Completion of the Works unless otherwise expressly mentioned herein.
- 23c. All materials which are stored in the Storage Area, or, if permitted in writing by the Electrical Research & Development Association , elsewhere on the Site such as bricks, metal, sand etc., shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials.

24 **Supply of Water and Electricity:**

- 24a. Water required for construction of the Works shall be in scope of Contractor. The Contractor at [his] own cost is required to make his own arrangements for distribution, wherever required within the Site from the main supply point. In case of non-availability or inadequate availability of water for the Works from the main supply point, the Contractor shall make [his] own arrangements for water at [his] own cost.
- 24b. Electric Power required for construction work shall be in contractor Scope. In case of urgency of work Contractor shall arrange D.G set at his own cost for the same no additional cost for the same shall be paid for the same. Distribution of electricity at the Site is the responsibility of the Contractor at no extra cost to the Electrical Research & Development Association. The Contractor shall also take due precautions to keep the electrical points, switch boxes etc. safe and free from water. All safety precautions shall be taken as per the prevailing industry standard and at all times in compliance with applicable law.

The Tenderer shall quote rates in the Tender Documents (the “**Quoted Rates**”) on a firm price basis (i.e. a single fixed number, and not a range). The Quoted Rates shall be all inclusive rates and the Contractor shall not be eligible to charge the Electrical Research & Development Association any additional amounts for anything **(be it charges for cleaning of Site before commencement as well as after Completion, cost of temporary approach road, plants and equipment, curing, shuttering / formwork, single / multi-storied scaffoldings, boxing, staging, storage shed, watching, lighting** etc.) Tenderer must include in their rates, Works Contract Tax, excise duty, Octroi, Royalty, Including Goods Service tax and any other tax, duty or other levy / levied as applicable by the Central Government, State government and local bodies and authority on all items brought out by the Contractor for the purpose of construction. Further, wherever required, the Contractor would hand over to the Electrical Research & Development Association , No Objection Certificate or Full payment of Royalty Certificate “in original” from the competent authority.

- 25 The Electrical Research & Development Association is not concerned with any rise or fall in the price of any materials. The Quoted Rates shall include all costs, allowances, taxes or any other charges including any enhanced labour rates etc., which may be enacted from time to time by the state and/or central government. Under no circumstances shall the Electrical Research & Development Association be held responsible for compensation or loss to the Contractor due to any escalation in the cost of labour, material, Taxes on individual materials, increases in Taxes or any other increases.
- 26 The Quoted Rates shall include all eventualities such as heavy rain; sudden floods etc., which may cause damage to the executed work or which may totally wash out the work. Until the Completion Certificate is issued to the Contractor,

- the Electrical Research & Development Association will not be responsible for such damage to or wash out of the Works.
- 27 In the event that the same item of works is mentioned at one or more places in the Schedule of Quantities, the lowest Quoted Rate for that item shall be considered for the calculation of the Contract Value.
- 28 Time is the essence for the Completion of the Works. The Works should be Completed in **4 (Four)** months (As Specified in Salient Features of Tender) (including rainy season) from the date of the Letter of Award. Each Tenderer is required to submit a completion schedule in the form of a bar chart along with the Tender. Such completion schedule shall be one of the criteria for evaluation of the Tenders.
- 29 The Contractor shall, within 15 days of the execution of the Contract furnish a detailed work schedule for the Completion of the Works setting out the various activities to be done, which shall be discussed with and approved by Engineer-In-Charge (the "**Work Schedule**").
- 30 All the Works will have to be completed as per the Work Schedule, which may be amended by the Contractor and the Electrical Research & Development Association jointly from time to time. In the event that the Contractor fails to achieve Completion of the entire Works within the time stipulated plus such reasonable extension of the time as the Engineer-In-Charge may allow on account of delay in the Works due to circumstance beyond the Contractor's control, liquidated damages / penalty shall be levied at 0.75% of the Contract Value per week or part there of (including Sundays & holidays) up to a maximum of 5% (Five Percent) of the Contract Value and the amount of such liquidated damages / penalty shall be recovered from the Contractor. The Electrical Research & Development Association reserves the right to terminate this Contract if any milestone set out in the Work Schedule is delayed by a period of 6 (three) weeks or more and appoint a new contractor to complete the Works. The cost of such act including appointing a new Contractor shall be borne by the Contractor.
- 31 The quantities shown against the various items in the Tender Documents are only approximate estimated quantities. Any increase or decrease in the quantities shall not form the basis of alteration of the Quoted Rates. However any likely significant increase in quantity of any items should be brought to the notice of the Electrical Research & Development Association well in advance prior to execution. The payment will be made on the executed certified quantities of the work.
- 32 The rates for any additional, altered or substituted Works shall be worked out in accordance with following provisions:
- 32a. If the rates for the additional, altered or substituted work are specified in the Contract, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract.

- 32b. If the rates for the additional, altered or substituted work are not specifically provided in the Contract, the rates will be derived from the rates for a similar class of work as are specified in the Contract. The opinion of the Electrical Research & Development Association /Engineer-In-Charge, as to whether or not the rates can be reasonably so derived from the items in the Contract will be final and binding on the Contractor.
- 32c. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the Contractor shall within 7 (seven) days of the date of receipt of instruction to carry out such alternations, inform Electrical Research & Development Association / Engineer-In-Charge of reasonable rates which it is [his/its] intention to charge for such alternations, supported by an analysis of rate or rates claimed with documentary evidence and the Electrical Research & Development Association /Engineer-In-Charge shall verify/determine the rates or rates on the basis of materials cost at the prevailing market rates, labour cost as set out in the Schedule of Quantities and Rates, **plus 15% (fifteen percent)** of such amount to cover the **Contractor's supervision, overheads and profit and shall pay the Contractor accordingly.** The opinion of Engineer-In-Charge as to current market rates of materials and quantum of labour involved will be final and binding on the Contractor.
- 32d. Where an item of work is to be executed through a nominated specialist agency as approved by the Electrical Research & Development Association, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by the Electrical Research & Development Association / Engineer-in-charge shall be considered plus **7.5%** (Seven & Half percent) of the actual amount to cover all enabling works or scaffolding, contingencies, overhead, profits to arrive at the rates.
- The Contractor shall provide all support, water & electricity to such agency at no extra cost.
- 32e. Provisions contained in sub-clauses (a) to (d) above shall, however, not apply to the following:
- Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions is within the range of plus/minus (+/-) 30% of the Contract Value, the item rates in the Schedule of Quantities & Rates shall hold good for all such variations between the above-mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.
- 32f. Where the value of addition of new items together with the value of alterations, additions/deletion/substitution exceeds by more than (+/-) 30% of the Contract Value but is within the following limits the Contractor shall be paid compensation for increase/decrease in the value of work, as follows:

Sr. No.	Range of Variation	Percentage Compensation For Decrease in the Value of Work in Respective Range
<b>A.</b>	Beyond <b>+25%</b> up to & inclusive of <b>+50%</b>	No increase and / or decrease shall be applicable for the Schedule of Quantities & Rates (The Quoted Rates, for this increase shall be valid).
<b>B.</b>	Beyond <b>-25%</b> up to & inclusive of <b>-50%</b>	<b>5%</b> (five percent) increase shall be applicable for the difference in value of work between <b>-25%</b> and <b>-50%</b> of the Contract Value.

However, this clause Sr. No. B above, shall not apply in case of termination of contract.

**This will be worked out as follows:**

**5%** of (**75%** of the Contract Value minus actually value of work, inclusive of extra item, if any).

- 33 Please note that these conditions will form a part of the Contract and shall be deemed to be supplemental to the conditions in the Contract and not in derogation thereof except to the extent specifically provided therein.
- 34 The Contractor shall afford every reasonable facility for the carrying out of all works relating to Works, installation of sanitary work and fittings, permanent water supply, electrical installation, and fittings, in the manner laid down in the Tender Documents, and shall make good any damages done to walls, floors, etc. after the completion of such works.
- 35 The Electrical Research & Development Association reserves to itself the right of altering the Drawings and scope of the Works by adding to or omitting any items of work or having portions of the same carried out by another entity without prejudice to this Contract.
- 36 The Contractor shall strictly comply with the provision of the safety code as specified in the Factories Act 1948 and applicable to the Contractor and [he/it] shall be liable for the implementation of such safety standards as are set out in such safety code or any other applicable law.
- 37 This Notice Inviting Tenders and the Tender Documents shall be governed by the laws of India.
- 38 All disputes arising at or in any way connected with this agreement shall be deemed to have arisen at Vadodara and only Courts in Vadodara shall have jurisdiction to determine the same.

- 39 All insurance premiums for workmen's compensation and the Contractor's All Risk policy will be borne by the Contractor.
- 40 The Contractor shall not assign the Contract or any part thereof and shall not assign or subcontract any portion of the Contract except with the prior written consent of the Electrical Research & Development Association. The Electrical Research & Development Association shall have the right to require replacement of any Sub - Contractor. The Contractor shall continue to be responsible for the performance of the Contract, irrespective of whether this Contract or any part thereof has been assigned sub-contracted by it.
- 41 This Notice Inviting Tenders is to be read together with the other Tender Documents, and all these documents together form the entire understanding between each of the Tenderers, and the Electrical Research & Development Association.
- 42 The Electrical Research & Development Association reserves the right to split the work between two or more Tenderers.
- 43 No alteration whatsoever is to be made to the text or quantities of the Schedule of Quantities and Rates unless such alteration is authorized in writing by the Engineer in Charge. Any such alterations, notes or addition shall, unless authorized in writing, be disregarded when the Tender Documents are considered.
- 44 In the event of an error occurring in the amount column of the Schedule of Quantities and Rates as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as firm and the extensions shall be amended on the basis of the rates.
- 45 Rates have been called for a number of items of work, as alternatives, which for the present do not form part of the total value of the Tender. The rates for these items shall be quoted, with due care so that in the event of choice of an alternative item of work the said rate shall form part of the Contract and shall not vitiate the Contract in any way.
- 46 The Contractor shall procure and bring materials/equipment at the Site only on the basis of Drawings approved for construction and not on the basis of Schedule of Quantities and Rates which are provisional only.
- 47 The Contractor will have to submit completion schedule in the form of bar chart along with the Tender. Tender evaluation shall also be based on completion schedule submitted by the Tenderer along with the Tender.
- 48 The advantage of early completion of the Works as highlighted in the bar chart submitted by the Tenderer along with the Tender will be considered at the time of evaluation.
- 49 The Contractor shall obtain and submit to the Electrical Research & Development Association, the Labour Licence taken in the name of the Contractor, for anticipated maximum number of labour strength.

- 50 The Contractor will comply with the prevailing industry standards for safety, health and environment and shall at all times remain in compliance with applicable law in this regard.
- 51 By submitting a Tender, the Tenderer is deemed to have accepted all the terms and conditions of this Notice Inviting Tender and the provisions of the Tender Documents, except to the extent specified otherwise in the Letter for Submission of Tenders.
- 52 All terms capitalized in this Notice Inviting Tenders but not defined herein shall have the meaning ascribed to them in the other Tender Documents.

Yours Sincerely,

**LETTER FOR SUBMISSION OF TENDER  
ON THE TENDERER'S LETTER HEAD**

Ref.:

Date:

To:

**SUB: Tender document for 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 for ERDA.**

Dear Sir,

- 1.0 We confirm having received a complete set of the Tender Documents and the amendments / addendum / errata / corrigendum thereof, issued subsequently ("the **Tender Documents**"). As acknowledgement of the same, we have enclosed a copy of said the Tender Documents together with a copy of the said amendments/ addendum/ errata corrigendum duly signed and stamped by us on each page. We further confirm having read, examined and understood the Drawings, made available to us for our review and examination with the Tender Documents. Having examined and understood the Tender Documents (including the Drawings) referred to above, we take pleasure in offering to undertake the **works of Electrical Research and Development Association, Vadodara, Gujarat.**
- 2.0 In conformity with the said Tender Documents (including the Drawings) at a total price of **Rs.** \_\_\_\_\_ /- (in figures and words) \_\_\_\_\_ (being the Contract Value) and agree to be bound by the same.
- 3.0 We confirm that we have strictly adhered to the provisions of the Tender Documents and undertake to carry out the Works strictly as per the terms and conditions stipulated in the said the Tender Documents, in the event our Tender is accepted by you/the Electrical Research & Development Association.
- 4.0 We furnish/confirm as under:
  - 4.1 We have prepared our Tender in accordance with the instructions contained in the Notice Inviting Tenders issued to us, forming part of the Tender Documents and confirm that all the terms and conditions stated therein are acceptable to us.
  - 4.2 Our Quoted Rates for the Tender of Request for Proposal (RFP) for the 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 for ERDA, shall be firm during the currency of the Contract if awarded to us and shall not be subject to any variation.
  - 4.3 All Taxes (except Goods & Service tax) and duties as may be applicable are included in our Quoted Rates.
  - 4.4 Our Tender shall remain valid for acceptance till such time as the Contract is executed by a successful Tenderer.
  - 4.5 We have enclosed with this letter a cheque in favour of the Electrical Research & Development Association for an amount of **Rs.1,00,000/-** (Rupees One Lac Only) as Earnest Money in accordance with the terms of the Notice Inviting



Tenders. We understand and agree that the Electrical Research & Development Association shall not be liable to pay any interest on the above-mentioned amount of Earnest Money. We also agree that in the event of the Electrical Research & Development Association accepting our Tender and issuing a Letter of Award to us, said Earnest Money shall be returned by the Electrical Research & Development Association upon our submitting the Performance Guarantee in terms of the Tender Documents, subject to the provisions of paragraph 12 of the Notice Inviting Tenders.

- 4.6 We have enclosed with this letter all relevant information and detailed documents as required in terms of the Tender Documents, including in terms of Clauses 5 and 6 of the Notice Inviting Tenders.
- 4.7 We have filled in and enclosed with this letter the various schedules required as per the Notice Inviting Tenders.
- 5.0 We understand and agree as under:
- 5.1 You/the Electrical Research & Development Association are at liberty to reject any one or all of the Tenders received for the Works without having to assign any reason thereof and that we shall have no claim whatsoever in such an event.
- 5.2 In the event of our Tender being accepted, we shall allow you to make deductions towards Retention Money in accordance with the Tender Documents including in terms of the General Conditions of Contract.
- 5.3 The various documents included as part of the Tender Documents are to be read together and in the event of any discrepancy or ambiguity between or amongst any such documents, the interpretation of the Electrical Research & Development Association & Engineer-In-Charge shall be final and binding on us, unless otherwise specifically provided in the Tender Documents.
- 6.0 In the event of the Electrical Research & Development Association accepting our Tender, we agree and undertake to:
- 6.1 Commence work immediately in accordance with the Work Schedule and to complete the entire Works within 4 **(Four) months** (As Specified in Salient Features of Tender) from the date of the Letter of Award, which period shall include the Mobilization Period.
- 6.2 Enter into the Contract within a period of 30 (thirty) days from the date of the Letter of Award in accordance with paragraph 19 of the Notice Inviting Tenders.
- 6.3 Abide by the instructions of the Engineer-In-Charge and co-operate with the other agencies of the Electrical Research & Development Association that may be working at the Site.
- 7.0 We further clarify and confirm the inclusion of the following Taxes and statutory requirements prevailing as on date of submission of Tender as per Government rules.

Details	Confirmation by the Contractor & % considered
GST	
Royalties	
Octroi	
Income tax	
Turn over Tax	
Provident Fund	
ESI	
Workmen's Compensation	
Insurance	

Others (if any)	
GST	
Royalties	

- 8.0 All terms capitalized in this letter but not defined herein shall have the meaning ascribed to them in the other Tender Documents.
- 9.0 By submitting this Tender, we agree to abide by and be bound by all the terms and conditions of the Tender Documents which shall include the Notice Inviting Tenders.

Yours Sincerely,

For \_\_\_\_\_