

TENDER DOCUMENT



**DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF  
DATA CENTER  
AT THE EXISTING SERVER ROOM OF  
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
(NABARD), HEAD OFFICE, BANDRA KURLA COMPLEX, MUMBAI**

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SECTION 1

NOTICE INVITING TENDER

NB-PREMISES/ / DATA CENTER/ 2011-2012  
Date: 26 December 2011

M/s

Dear Sirs,

Re.: Tender for 'Design, Supply, Installation and Commissioning of Data center at NABARD's Head Office at BKC, Mumbai'

1. National Bank for Agriculture and Rural Development invites you to tender for the aforesaid work. National Bank for Agriculture and Rural Development intends to setup Data center at its existing server room in BKC, Mumbai. You are requested to submit your offer in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.
2. The tenderer should have successfully executed and commissioned at least 3 nos. of such projects worth atleast Rs. 45.00 Lakh in the last three years.
3. Tender documents can be downloaded from Bank's website [www.nabard.org](http://www.nabard.org) from 26 December 2011 to 30 December 2011.
4. The Pre-Bid meeting will be held on 30 December 2011 at 14:30 Hrs.
5. Sealed offers in two separate Envelopes indicating clearly '**Envelope No.1**' and '**Envelope No.2**', should be addressed by name to Shri Shirish R. Iyer, Chief Engineer, Premises Department, NABARD, Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400051 and super scribed "**Tender for Design, Supply, Installation and Commissioning of Data center for NABARD's Head Office at Mumbai**". The tender should be submitted not later than 14.00 hrs. on the 02 January 2012.
6. The tender is a Techno-Commercial tender, and will be evaluated in the ratio of 70:30 for technical offer and commercial bid respectively. The Evaluation methodology is mentioned more specifically elsewhere in this tender document.
7. Envelope No.1 shall contain
  - a. Organisational set up and financial standing of the firm.
  - b. Details of works undertaken.
  - c. Opinion of clients regarding, reliability and dealings of the firm.

- d. A. Volume I of tender
  - e. Bar Chart indicating the program for the execution of the work.
  - f. Earnest Money Deposit (EMD) of Rs 1,00,000/- ( Rupees one lakh only) by way of a Demand Draft from Nationalised Bank/ Scheduled Bank payable at Mumbai in favour of 'NABARD'. Tender without EMD shall be rejected.
  - g. Technical aspects of the offer.
  - h. Drawings.
8. Envelope No.1 will be opened on the same day at 15.00 hrs. in the presence of bidders' representatives, should they choose to be present. The date for bidder presentations will be intimated on the same day.
9. Envelope No.2 shall contain:
- a. Price/ Commercial Bid complete in all respects duly sealed and addressed by name to Shri Shirsh R. Iyer, Chief Engineer, Premises Department, NABARD, Mumbai.
  - b. Envelope No.2 should not contain any conditions whatsoever and any conditional bids shall be rejected.
  - c. Envelope No.2 will be opened on some suitable date, which will be communicated later.
10. Before filling up the tenders, the bidders may note the following:
- a. The bid shall remain valid and open for acceptance for 120 days from the date of opening of Envelope No.2
  - b. Time of Completion : The work shall be completed within 60 days from the date of issuance of Letter of Acceptance of Tender /Work Order.
  - c. All documents that comprise the offer should be signed and sealed by the firm.
  - d. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
  - e. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
11. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 14 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

Thanking you,  
Yours faithfully,

(S. K. Raghani)  
Deputy Chief Engineer,  
Premises Department  
NABARD, Mumbai.

## SECTION 2

### FORM OF TENDER

Date :

The Chief Engineer  
Premises Department,  
National Bank for Agriculture and Rural Development  
Plot No. C-24, 'G' Block  
Bandra Kurla Complex  
Bandra(E)  
Mumbai – 400051

Dear Sir,

*Tender for 'Design, Supply, Installation and Commissioning of  
Data center at NABARD's HO., at BKC, Mumbai'*

Having examined the Technical Specifications and Price Bid relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid and in accordance in all respects with the Technical Specifications and instructions in writing referred to the Conditions of Tender, the Articles of Agreement, Special Conditions, Price Bid and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

#### MEMORANDUM

- a) Description of work : Design, Supply, Installation and Commissioning of Data center at NABARD's HO., BKC, Mumbai
- b) Earnest Money : Rs 100,000/-
- c) Time allowed for completion of the work : 60 days
- d) Retention Money Deposit (RMD) : 5% from every R.A. Bill, maximum 5% of actual value of work.

e) Initial security deposit : 2% of value of accepted tender

2. We understand that the time for completion shown above shall be reckoned from the date of issue of the Letter of Acceptance of the tender /Work Order.

3. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions or the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said Conditions.

Our Banker's are :

i)

ii)

The names of partners of our firm are :

i)

ii)

iii)

Name of the partner of the firm  
Authorized to sign:

OR

Name or person having Power of  
Attorney to sign the contract  
(certified copy of the Power of  
Attorney should be attached):

Yours faithfully,

Signature of Tenderer

## SECTION 3

### ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the National Bank for Agriculture and Rural Development (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (hereinafter called “the Tenderer”) of the other part.

WHEREAS the Employer is desirous of getting executed ‘Design, Supply, Installation and Commissioning of Data center at it’s Head Office building at Bandra Kurla Complex, Mumbai.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is a fixed lump sum contract for the complete work to be paid for according to necessary installation carried out at site and for achieving the desired performance in treating the specified quantity of sewage, at the rate contained in the Schedule of Rates or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for carrying out of all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.
7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to commence the work/job within the tenth day of receipt of the letter of

acceptance of the tender /work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such letter of acceptance of tender /work order subject nevertheless to the provision for extension of time.

9. All payments by the Employer under this contract will be made only at Mumbai

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have the jurisdiction to determine the same to the exclusion of all other courts.

11. That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the Tenderer is a company).

Signature Clause

SIGNED AND DELIVERED by the  
National Bank for Agriculture and  
Rural Development by the hand of  
Shri

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

SIGNED & DELIVERED by

should be signed by all or on behalf of all the partners. in the presence of :

If the bidder is a partnership firm or an individual

The COMMON SEAL OF:  
was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on:

Directors who have signed these presents in token thereof. signature with the sealing the Articles of Association

If the bidder signs under Presents of the common seal, the clause should tally clause in

SIGNED AND DELIVERED by the Bidder the by the hand of Shri. whether

If the bidder is signing by the by hand of Power of Attorney, a company or an individual.

Duly Constituted Attorney.

Witness #1  
Signature:

Name:

Address

Witness #2  
Signature:

Name:

Address

## SECTION 4

### INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1. Sealed Tenders should be addressed by name to Shri. Shirish R. Iyer, Chief Engineer, Premises Department, NABARD, HO., Mumbai and superscribed "Tender for Design, Supply, Installation and Commissioning of Data center at the HO., building, BKC, Mumbai, so as to reach him not later than 14.00 hrs on 02 January 2012 along with an Earnest Money Deposit of Rs. **100,000/- ( Rupees one lakh only)** by Demand Draft drawn on a Nationalised /scheduled bank in favour of National Bank for Agriculture and Rural Development, Mumbai. The tender should be submitted in two sealed envelopes indicating clearly 'Envelope No.1' and 'Envelope No.2' therein with following documents and details:
  2. Envelope No.1
    - a. Organisational set up and financial standing of the firm.
    - b. Details of works undertaken.
    - c. Opinion of clients regarding, reliability and dealings of the firm.
    - d. Tender Document Volume – I
    - e. Demand Draft for Rs. 100,000/- drawn on a Scheduled Bank in favor of National Bank for Agriculture and Rural Development, payable at Mumbai
    - f. All tender drawings duly signed and sealed.
  1. Envelope No.2
    - a. Price Bid duly filled in by the Bidder.  
BIDS CONTAINING CONDITIONS CONTRARY TO OR AT VARIANCE WITH THOSE PRESCRIBED IN THE TENDER DOCUMENT SHALL BE REJECTED *IN LIMINE*.
2. No tender will be received after 14.00hrs on 02 January 2012 under any circumstances whatsoever.
3. Envelope No.1 will be opened on the same day at 15.00 hrs. in the presence of bidders' representatives, should they choose to be present. The date for bidder presentations will be intimated on the same day.
4. Envelope No.2 containing Price Bid will be opened (the date to be notified later), by Chief Engineer, Premises Department, NABARD, HO., Mumbai or any other officer designated for this purpose by him in the presence of the tenderers or their representatives, should they choose to be present.
5. Tenders shall remain valid for acceptance by the Bank for a period of 120 days from the date of tender which period may be extended by mutual agreement and the tenderer/s shall not cancel or withdraw the tender during this period.
6. The tenderer must use only the Price Bid format issued by the Bank, to fill in the rates. Any addition/alteration in the text of the tender made by the tenderer shall

- not be considered. Such tender/s may be considered invalid by the Bank at its discretion.
7. The tender must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
  8. Rates and amounts should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted.
  9. Failure to comply with either of these conditions will render the tender void at the Bank's option. No advice whatsoever especially on any change in rate, specifications or conditions after the opening of the tender will be entertained. If on check there are differences between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:
    10.
      - a. When there is a difference between the rates in figures and in words, the rates that correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
      - b. When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the amount corresponding to the rate quoted by the contractors in words shall be taken as correct.
      - c. When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
    11. Each page of the Tender Document should be signed by the authorized person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract. General specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be liable to be rejected.
    12. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
    13. The Earnest Money Deposit (EMD) of Rs 100,000/- in the mode prescribed in Clause 1 above shall be deposited by the tenderer along with this tender. A tender that is not accompanied by EMD shall be rejected *in limine*. The EMD will be returned to the tenderer if his tender is not accepted by the Bank but without any interest thereon. The EMD paid by the successful tenderer shall be retained by NABARD as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The EMD of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract /Tender Document.
    14. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any 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 for doing so.
    15. On receipt of intimation from the Employer of the acceptance of his / their tender, by way of Letter of Acceptance of Tender /Work Order, the successful tenderer shall produce samples of furniture as per clause 2 of 'Special Conditions' within fourteen days of approval of sample furniture listed under 'Special Conditions'. The successful tenderer shall sign an agreement in accordance with the agreement in the format prescribed herein and the Price Bid. A Letter of Acceptance by the

National Bank for Agriculture and Rural Development of a tender will constitute a binding contract between the National Bank for Agriculture and Rural Development and the bidder so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful tenderer/s. It is expressly understood that the period of completion of 60 days will be reckoned from the date of issue of Letter of Acceptance of tender.

16. The tenderer shall not assign the contract and shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the tenderer.
17. The Tenderer shall carry out all the work strictly in accordance with details and instructions of the Bank's Engineer/Officials. If in the opinion of the Bank's Engineer/Officials, changes have to be made in the design and with the prior approval in writing of the Employer they desire the Tenderer to carry out the same, the Tenderer shall carry out the same. The Bank's Engineer/Officials decision in such cases shall be final.
18. A Schedule of Probable Quantities in respect of each work and Specifications accompany these General and Special Conditions. The Price Bid should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totalled in order to show the aggregate value of the entire tender.
19. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of work and all matters pertaining thereto.
20. The rates quoted in the tender/offer shall be for the complete item including, design, fabrication, supply, installation and commissioning at site. The rate shall also include all charges for storing, watch and ward, reinstating and making good damaged work if any to its original finish, etc. The rates quoted shall be deemed to be for finished work to be measured at site. The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site. The rates shall also be firm during the period of contract including extended period if any and rates shall not be subject to exchange variation, labor conditions, and fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates, sales tax, excise duty, octroi, entry tax or any other tax and duty or other levy as existing, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of sales tax, works contract tax (WCT), excise duty, octroi or other tax, duty or levy as existing shall be entertained by the Employer.
21. The tenderer should note that unless otherwise stated the tender is strictly on lump sum basis and his attention is drawn to the fact that rate should be correct, workable and self supporting. The tenderer shall carry out all works necessary for completion of work and for delivering the desired results. No claim shall be entertained on this account.
22. Time allowed for carrying out the work is 60 days after the issue of Letter of Acceptance of Tender / Work Order which shall be strictly observed by the tenderer and it shall be reckoned from the day a Letter of Acceptance of Tender or Work Order is issued. The work shall throughout the stipulated period of the

- contract be proceeded with all due diligence and if the tenderer fails to complete the work within the specified period, he shall be liable to pay compensation at the rate of 0.25% per week subject to maximum of 5% of the value of accepted tender. The tenderer shall before commencing work, prepare a detailed work program within 15 days, which shall be approved by the Bank's Engineer/Officials with such modifications that may be required.
23. The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
  24. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.
  25. The successful tenderer must cooperate with the other contractor appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer/Officials.
  26. The tenderer shall guarantee that the work shall be free from any defects whatsoever for a period of 12 months (Defect Liability Period) from the date of virtual completion of the work.
  27. DELIVERY SCHEDULE: The work allotted to the Bidder is to be completed within 60 days reckoned from the date of issue of the Letter of Acceptance of tender /Work Order . Bidders are advised to visit the site and get themselves fully acquainted with the general and local site conditions, particularly those bearing upon transportation, handling, storage and the like, prior to quoting for the work.
  28. Any defects or shortcomings found during execution of work and during the period of 12 months (defect liability period) from the completion of the entire work shall be attended/rectified by the tenderer without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the Bank, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Contractor.
  29. Initial Security Deposit: A sum equivalent to 2% of contract sum is required to be deposited by the firm within 7 (seven) days from the date of issue of work order. Earnest Money Deposit, Initial Security Deposit and Retention Money Deposit will form a total Security Deposit. 50% of total Security Deposit will be refunded after the virtual completion of work. NABARD may accept a Bank Guarantee from any Nationalized /Scheduled Bank in lieu of cash deposit for the balance of the security deposit money during the Defects Liability Period after the virtual completion of work, in the format approved by NABARD. No other form of guarantee shall be accepted.
  30. No escalation shall be allowed on the rates of this contract.
  31. No mobilization advance shall be paid to the Contractor.
  32. Storage space may be allowed at site as per the availability. The Contractor will have to make his own arrangement for security and locking arrangement of the

- storage space. The Contractor may be required to vacate the storage space as per Employer's exigency without any extra cost.
33. The contractor has to make his own arrangement of stay for his employees.
34. **TERMS OF PAYMENT:**  
The contractor shall be entitled to receive payment on the basis of installation and commissioning of the Data center, approved and certified by the Bank's Engineer /Officials regarding compliance with specifications and acceptability subject to deductions herein after mentioned in **Annexure I**.
35. Labour Law / Act - The contractor will be governed by the local Labour Laws / Acts in force.
36. Delay and Extension of Time : If in the opinion of Bank's Engineer / Officials, works be delayed by force majeure such as (a) war / hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons, a suitable extension of time will be given and no extra claim will be paid by the Employer whatsoever.
37. The Contractor shall use all materials conforming to relevant BIS Code and will use the best materials of approved manufacture.
38. Contractor's Representative on Works - Contractor shall maintain at site responsible, efficient, qualified and well experienced incharge during the contract period. Any clarifications, explanation, instructions or notices given by the Employer to such in-charge shall be deemed to be given to the contractor and shall be binding on the contractor.
39. Dismissal of Workman - Contractor shall, on the request of the Employer, immediately dismiss from the work any person in the opinion of Employer be unsuitable or incompetent or who may be guilty of misconduct.
40. The contractor shall at the instructions of the Employer within such time as notified, open up for inspection any work and should the contractor refuse or neglect to comply with such instructions, the Employer may employ other workman to open of the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Contractor from any money due or which may become due to the contractor.
41. **NOTICES:** Notices of the Employer, to the contractor may be served personally or by being left at or sent by registered post to the last known place of the business of the party to whom the same is given or in the case of the contractor by being left on the works. Notices may be served at or sent by registered post to the registered office of the contractor. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.
42. **TERMINATION OF CONTRACT BY THE EMPLOYER:**  
If the contractor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or the liquidator, in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that they are able to carry out and fulfill the contract, and to give security, therefor, if so required by the employer.  
OR if the contractor (whether an individual Firm or Incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign or

sublet the contract without the consent in writing of the employer first obtained.

OR shall charge or encumber this contract or any payments due or which may become due to the contractor there under.

OR if the contractor

- a. has abandoned the contract or
- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the employer written notice to proceed, or
- c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the employer written notice that the said materials of work were condemned and rejected by the employer under these conditions or
- e. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or
- f. has to the detriment of good workmanship or in defiance of the employer's instructions to the contrary sublet any part of the contract.

Then and in the event of any of the aforesaid cases, the Employer may, notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract but without thereby affecting the powers of the employer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the contractor.

And further, the Employer may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons to complete works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the employer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of 14 days after the receipt thereof by him, the employer shall sell the same by public auction, and shall give credit to the contractor for the amount realised on deducting therefrom the costs of removal and sales.

If any sum shall be due or payable to or by the employer for the values of the said plant and materials so taken possession of by the employer and the

expense of loss which the employer shall have been put to in requiring the works to be completed, and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the employer to the contractor or by the contractor to the employer, as the case may be, and the employer's certificate shall be final and conclusive between the parties.

On termination of the contract, the contractor shall forth with remove himself and his workmen from the work site.

#### 43. TERMINATION OF THE CONTRACT BY THE CONTRACTOR

If the payment of the amount payable by the employer shall be in arrears and unpaid for 30 (thirty) days after it has become due as per payment terms and after notice in writing requiring payment of the amount shall have been given by the contractor to the employer and if the employer unreasonably withholds any such payment then contractor shall be entitled to give a termination notice and terminate the contract and recover from the employer payment for all works executed for the purpose of the contract.

In arriving at the amount of such payment, the net rates contained in the contractor's original tender shall be followed.

#### 44. MATTERS TO BE FINALLY DETERMINED BY THE EMPLOYER

The employer's decision, opinion, direction, with respect to all or any of the matter such as scope of work, contractor to provide everything necessary, materials and workmanship to conform the description, assignment of subletting, defects after completion, delay & extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the contractor. Employer's instructions if any, in this regard in case of any urgency, shall also be complied immediately.

#### 45. ARBITRATION

If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the Employer or its Chief Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days notice in writing to the other (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein after provided for the purpose of appointing the Conciliator or the Sole Arbitrator who shall be appointing the Conciliator or the Sole Arbitrator referred above, the Employer shall send to the contractors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the contractors.

The Contractor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within fifteen days of receipt of the names. The Employer shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the Employer fails to send to the Contractors, the panel or three names as

aforesaid within the period specified, the contractor shall send to the Employer, a panel of three names of persons who shall be unconnected with either party. The Employer shall, on receipt of the names as aforesaid, select any one of the persons name and appoint him as the Conciliator or Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or Sole Arbitrator and communicate his name to the Employer. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed as aforesaid.

The Conciliation / Arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator (s) the award of the Arbitrator (s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are paid in equal proportion by each of the parties. The cost of the Conciliation / Arbitration including the fees, if any, of the Conciliator or the Arbitrator, shall be directed to be finally borne by such partly or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.

The employer and the contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

#### 46. INSURANCE CONTRACT CONDITIONS      CONTRACTOR'S LIABILITY AND INSURANCE

- a. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

For the purpose of this condition, the expression "from the commencement to completion of work" shall mean the time commencing from the issue of the work order to the contractor and ending with successful commissioning of the Plant.

- b. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this Contract, increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the Clause

- (a) above. In the event of there being a variation in the nature and extent of the work, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by the Contractor. The said insurance shall also provide for the removal of debris of the lost or damaged works.
- c. The Contractor shall at all times indemnify the Employer against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, Employer State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the work whether in the Employment of the Employer, or Contractor or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
- d. Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/Sub-Contractor/Nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor/Sub-Contractor. Such insurance shall be taken to include both employees/workmen covered by the Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workmen's Compensation Act 1923, and employees workmen not covered by the said Act. All the premia shall be paid by the Contractor.
- e. The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the value of the accepted tender, subject to the minimum sum of Rupees Five Lakhs. The Insurance Policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within seven days of its issue by the insurer.
- f. The Contractor shall ensure that similar insurance policies are taken out by his sub contractors or nominated contractors, if any, and shall be responsible for any claim or loss resulting from their failure to obtain adequate insurance protection in connection thereof. While taking the insurance policies, contractor should indicate clearly to the insurance companies that policies issued shall cover their sub-contractors and nominated sub-contractors also.

- g. No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until each insurance is current and valid at that time.
- h. In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipments or pay compensating to the affected personnel/Employees without waiting for settlement of the claim from insurance company.

DECLARATION BY THE BIDDER

I / We hereby declare that I/We have read and understood the above instructions to the bidders and that the same are binding on me /us.

Signature of Bidder

Seal

Date:  
Place:

## SECTION 5

### TECHNICAL SPECIFICATIONS

1. NABARD, Ho., Mumbai is setting up its new Data center in its head office building at Bandra Kurla Complex in Mumbai. The setup includes the server room and electrical room, to be located in its existing server room on the fifth floor, C-Wing. The DC will host 6 server racks to hold about 36 nos. servers (presently 12 nos. and another 24 nos. in the near future) and 2 network racks. The peak power per server rack being 4.0 kVA and peak power per network rack being 2.0 kVA.
2. The existing server room measuring 15'-5" x 24'-2" (floor to true ceiling height 9'-6" ) is presently in use. The execution of work will have to be taken up in a careful manner without disturbance to the existing setup by suitably isolating the existing setup and final commissioning of the Data center will involve integration of both these areas to form a single data center.
3. The scope includes providing for
  - a. Fire withstand capability:  
The DC will have to be built (walls/ doors/ partitions) for a fire withstand capability of 90 mins or more.
  - b. Power:  
Laying power cable from LT panel and DG Set Panel which are located on ground floor. UPS of proper capacity with (N+1)/ Modular redundancy and 30 minutes backup time. Redundant Power supply in racks and associated cabling from UPS. Raw power/ DG Power switchover panel if required. Installing distribution boxes. Proper routing paths/ trays for power/ data cabling.
  - c. Cooling:  
In server room by employing Room cooling/ Row cooling/ Rack cooling technologies to maintain optimum temperature (22 to 23 oC) and humidity (45 to 50 RH). Cooling for electrical room. Redundancy should be (N+1)/ Modular
  - d. Racks:  
Providing for appropriate number of server and network racks to accommodate the servers/ network components as enumerated in s.no.1 and having front and rear access doors. Layout of racks should be so designed as to have ease of access to the optical fiber/ UTP network cables already existing in the server room, eliminate hot spots and utilize optimum floor area. Complete with server and network components mounting rails, etc.
  - e. Access control System:  
The access control system should be proximity card type. Preferably to use the existing employee ID cards which are proximity type cards. Else should be of biometric type. The system should record a log that can be

viewed on the BMS by the administrator. The administrator should also have the facility to add/ delete/ modify access permissions.

- f. Fire/ smoke detection:  
This system should have smoke detectors at strategic locations should also include VESDA. The detection panel should be located outside DC area with audio-visual alarms. The system should also be monitorable on the BMS. It should have self diagnostics to pin point faulty working. It should be synchronized with the fire extinguishing system for automatic operation.
- g. Fire extinguishing system:  
FM 200 type extinguishing agent with pressurized tank. The spray nozzles should be strategically located. The capacity of the tank should be chosen optimally as per the fire load in the DC.
- h. CCTV:  
Installing sufficient IP based cameras to avoid blind areas in the DC. The resolution and sensitivity should be adequate for clear identification. Tenderer should attempt to integrate these cameras in the existing CCTV system presently working in the office. If integration is not feasible then independent system may be proposed. Such a system should be able to record for 90 days. It should have facility to take backups of the videos. The video compression and storage format should not be proprietary and should be such that it can be viewed on other systems with widely used applications. Live video feed from all cameras should be available on the BMS.
- i. BMS:  
The BMS system should have the requisite hardware and software to handle efficiently all the above tasks. The system should be such that the navigation is user friendly.
- j. Rodent repellent:  
The system should be of ultrasonic type and should have a self diagnosis capability and integrated with the BMS. Adequate devices should be located strategically.
- k. Water leak detection:  
Detectors should be strategically located, and should be integrated with BMS, and also have a audio-visual indication on detection.
- l. False ceiling with lighting:  
If proposed design incorporates a false flooring, then the false ceiling should be aesthetically pleasing, with easy accessibility for maintenance of devices/ cabling, etc on and above it. The lighting should be flush with false ceiling and should be symmetrically distributed and throw sufficient illumination.
- m. False flooring :  
If proposed design incorporates a false flooring, then the false flooring should be strong and durable , with easy accessibility for maintenance of devices/ cabling, etc on and below it
- n. Any other component/s that is necessary for the DC but not enlisted above.

4. Tenderer is advised to visit the site to acquaint himself with the physical conditions and to gather all necessary information related to the proposed work before submitting the tender.
5. The tender envisages design, supply, installation and commissioning of Data center on a turnkey basis as also operating and maintaining the same for 12 months from the date of commissioning of the DC.
6. **While designing the DC the bidder shall ensure that the DC is easy to operate and the cost of operation and maintenance is low on long term basis.**
7. **The bidders shall submit detailed design of the proposed Data center along with the technical bid of the tender.**

#### **Operation & Maintenance of DC**

8. **The successful bidder is required to maintain and operate the DC for a period of one year (warranty period) from the date of commissioning the DC, by posting onsite technicians 24/7 for any eventuality. Food and beverages for the deputed technicians will have to be arranged by the service provider and NABARD doesn't take any responsibility for the same. While submitting the tender, you are advised to also quote your rates for charges towards operation and comprehensive maintenance of the DC beyond one year (warranty period). Kindly note that this would also be taken into account while determining the L1 bidder. The decision to extend the operation and comprehensive maintenance for further period shall be Banks prerogative.**
9. All materials used in the work shall conform to the latest edition of the relevant Indian Standard (IS)/ UL certified. Where such Standards exist for work and workmanship, these shall also be complied with regard to work and workmanship. Where such Standards specify the method of sampling for tests and /or tests, sampling /testing as directed by the NABARD if required shall be got done by the Contractor in approved laboratories /test houses at his own cost.

#### **Evaluation Methodology**

##### **Technical Evaluation**

- a. 14 criteria have been taken into consideration. Hence, the Maximum marks works out to 1205.
- b. Since technical evaluation has been given a weight of 70%. The marks of 205 are to be reduced to 70. For example if the score is Y, then the weight in technical evaluation would be  $(Y/205) \times 70$ .
- c. The evaluation would give high ranking for correct sizing, scalability, Power consumption, and AC load control mechanism.
- d. Further, each of the 14 criteria, are further split up for evaluation as follows;

##### a. Past experience of vendor in setting up data center

Sr.no.	Parameter	Max. Marks
1	Number of DC projects executed worth atleast Rs. 45.00 lakh. Supported by clients certificate	10
2	Names of customers where similar size data center projects executed and currently providing support services	10
	<b>TOTAL</b>	<b>20</b>

##### b. Layout of server-room and electrical-room

Sr.no.	Parameter	Max. Marks
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<b>Sr.no.</b>	<b>Parameter</b>	<b>Max. Marks</b>
1	Design of layout for server room	2
2	Design of layout for electrical room	2
3	Design of air-flow around racks	2
4	Aisle space between racks for ease of access	1.5
5	Capacity design of air-conditioning for electrical room	2
6	Type of air-conditioner for electrical room	1
7	Location of indoor and outdoor units for air-conditioning in electrical room	1.5
8	Routing of refrigerant piping in electrical room	1
9	Accessibility for maintenance of air-conditioning	1
10	Redundancy for air-conditioning in electrical room	2
11	Design of walls for insulation and fire resistance	2
12	Design of doors for insulation and fire resistance	2
	<b>TOTAL</b>	<b>20</b>

c. Cooling System

<b>Sr.no.</b>	<b>Parameter</b>	<b>Max. Marks</b>
1	Design of cooling capacity	3.5
2	Location of indoor/ outdoor units	1.5
3	Routing of refrigerant/ coolant pipes	2.5
4	Protection and insulation of refrigerant/ coolant pipes	2
5	Accessibility for maintenance	2
6	Humidity control mechanism	1.5
7	Temperature control mechanism	1.5
8	Makes/ Brands	3
9	Redundancy of air-conditioning	2.5
10	Power Consumption by complete cooling system for capacity of 'N'	5
11	Scalability	5
12	Control mechanism for chillers and blower fans	5
13	Impact any leakage in indoor units on the server/ network components	5
	<b>TOTAL</b>	<b>40</b>

d. UPS and power supply system

<b>Sr.no.</b>	<b>Parameter</b>	<b>Max. Marks</b>
1	Design of UPS capacity	2.5
2	Sizing of cables/ wires	1.5
3	Routing of incoming cables/ wires	1.5
4	Design of distribution box	1.5
5	Redundancy of UPS	2
6	Synchronising/ load balancing of UPS	2
7	Power supply outlets to racks	2
8	Routing and installation of power supply to racks	1
9	Power supply outlet redundancy to racks	1
10	Makes/ Brands	2
11	Accessibility for maintenance	1
12	DG Set power integration	2
13	Batteries capacity and type	5
14	Scalability of UPS	5

Sr.no.	Parameter	Max. Marks
	<b>TOTAL</b>	<b>30</b>

e. Integration of new server room with existing server room

Sr.no.	Parameter	Max. Marks
1	Proposed routing for data cabling (optic fibre, UTP, etc)	4
2	Smooth integration of proposed cable-routing with existing cables to the rack locations proposed in the new server room	4
3	Incorporation of existing equipments like UPS/ ACs for new server room/ electrical room'	2
4	Proposed method of isolating existing servers/ racks/ UPS during site construction for DC	5
5	Merging the existing server room areas with new server room areas after completion	5
	<b>Total</b>	<b>20</b>

f. False flooring

Sr.no.	Parameter	Max. Marks
1	Design of false flooring	0.5
2	Makes/ Brands	0.5
3	Material properties used for false flooring	1
4	Accessibility for maintenance	1
5	Access to power cables/ supply points	1
6	Access to data cables	1
	<b>TOTAL</b>	<b>5</b>

g. False ceiling and lighting

Sr.no.	Parameter	Max. Marks
1	Design of false ceiling	0.5
2	Makes/ Brands	0.5
3	Material properties used for false ceiling	1
4	Lighting design	0.5
5	Type of light fittings	1
6	Distribution of light fittings	0.5
7	Access for maintenance	1
	<b>TOTAL</b>	<b>5</b>

h. Fire detection and suppression system

Sr.no.	Parameter	Max. Marks
1	Calculation of fire load	2
2	Design of system	1
3	Suppression agent used	1
4	Coverage area of spray nozzles	0.5
5	Discharge speed of agent	1
6	Quantity of agent stored in tanks	0.5
7	Makes/ Brands	1
8	Accessibility for maintenance	1
9	Type of detectors used	0.5

10	Sensitivity of detectors	0.5
11	Method of warning after detection	0.5
12	Auto response of system on detection	0.5
	<b>TOTAL</b>	<b>10</b>

i. CCTV system

Sr.no.	Parameter	Max. Marks
1	Design of the system	1
2	Makes/ Brands	2
3	Accessibility for maintenance	1
4	Storage capacity for video/ audio	1
5	Elimination of blind spots in aisle, etc.	1
6	Sensitivity of cameras, microphones	1
7	Resolution of cameras	2
8	Clarity/ resolution of recorded video/ audio	1
	<b>TOTAL</b>	<b>10</b>

j. Access control system

Sr.no.	Parameter	Max. Marks
1	Design of system	2
2	Makes/ Brands	3
3	Type of access control system	3
4	Accessibility for maintenance	2
	<b>TOTAL</b>	<b>10</b>

k. Rodent repellent system

Sr.no.	Parameter	Max. Marks
1	Design of system	1
2	Makes/ Brands	1
3	Accessibility for maintenance	1
4	Type of repellent device/s used	1
5	Range/ coverage of the device	1
	<b>TOTAL</b>	<b>5</b>

l. Water leak detection system

Sr.no.	Parameter	Max. Marks
1	Design of the system	1
2	Makes/ Brands	1
3	Accessibility for maintenance	1
4	Type of detectors used	0.5
5	Sensitivity of the detectors	0.5
6	Method of warning after detection	0.5
7	Auto response of system on detection	0.5
	<b>TOTAL</b>	<b>5</b>

m. Building Management System (BMS)

Sr.no.	Parameter	Max. Marks
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Sr.no.	Parameter	Max. Marks
1	Design of system	2
2	Makes/ Brands	2
3	Accessibility for maintenance	2
4	Graphical user interface	2
5	Ease of navigation	2
	<b>TOTAL</b>	<b>10</b>

n. Support for 5 year period post commissioning of the DC \_\_\_\_\_

Sr.no.	Parameter	Max. Marks
1	Number of electrical technicians to be deputed	2
2	Qualification of the electrical technicians to be deputed	2
3	Past experience of the electrical technicians in running/ maintaining DC	2
4	Number of network technicians to be deputed	2
5	Qualification of the network technicians to be deputed	2
6	Past experience of the network technicians in running/ maintaining DC	2
7	Procedure for imparting training to Banks officials	3
	<b>TOTAL</b>	<b>15</b>

1. The bidders will have to present their designs to the technical evaluation committee and the presentation should cover all of the above parameters to enable the committee to award marks. Time allotted for presentation for each bidder will be 1 hour and 30 mins. The committee would be rating each parameter as 0 to 4 (Poor/ average/ Good/ Excellent/ Outstanding) . This would then be extrapolated for the marks. For example if the maximum marks for a parameter is 3 and the committee awards an excellent, then the bidder would score  $((3/4) \times 3) = 2.25$  marks. Instead if the committee awards average, then the bidder would score  $((3/4) \times 1) = 0.75$  marks and so forth.

**2. Commercial evaluation:**

The Bank reserves the right to open the commercial offer of only those bidders who have scored  $\geq 60$  marks (~85%) in technical evaluation as described above. The bidder quoting the lowest price will be given 30 marks. The other bidders will get marks as follows:

Commercial evaluation marks = (cost quoted by lowest bidder/ cost quoted by the bidder) x 30.

**3. Overall Evaluation:**

The overall marks will then be determined as:

Total marks in the bid = Technical Evaluation Marks + Commercial Evaluation Marks.

The bidder scoring the highest mark for the bid will be declared L1 bidder. The contract will be awarded to the L1 bidder selected on the basis of the above criteria and he will be declared the successful bidder.

4. The tenderer is required to submit a set of operational manuals on completion of installation of DC.

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## SECTION 6

### SPECIAL CONDITIONS OF CONTRACT

1. Tenders stipulating conditions other than those prescribed in the Tender Document shall be rejected *in limine*.
2. Working /detailed /shop drawings /brochures be submitted before taking up the works on site.
3. Payment in will be made after completion of work and successful commissioning of the Data center as per the details given in **Annexure I**.
4. No workmen will be allowed to stay within NABARD's premises.
5. Electricity and water etc. will be provided by the Bank.
6. Permission, if any required, from the local authorities / bodies shall be obtained by the contractor at his own cost.
7. The Contractor shall engage the necessary workers for removal of debris, waste, dust etc. as required by the Engineer-in-charge without extra cost and also redo the damages caused to the building /works without any extra cost to NABARD.
8. Work may have to be done during night-time to adhere to the time schedule for completion of the work, for which no extra charges will be paid.
9. The Contractor shall take out and maintain insurance policies as prescribed in General Conditions of Contract throughout the currency of the contract until the works are taken over by NABARD.
10. **The contractor shall notify the Bank about the Statutory Approvals/permissions, if any, to be taken in respect of installation of Data center and its subsequent operation and shall take full responsibility in obtaining the same as well as in complying with all statutory requirements.**
11. **During the defects liability period of 12 months from the date of virtual completion of works, the bidder is required to provide preventive maintenance of the all components of the Data center, free of cost.**
12. When storage is being provided, the surroundings and premises where such storage is located as well as the work of other agencies shall be protected and not damaged; if any damage is caused, it has to be made good to the satisfaction of the Employer at the contractor's cost.
13. The contractor shall cover, secure and protect all the items of work, as directed, until the works are taken over by NABARD.
14. All the materials used in the work shall conform to the latest edition of BIS Specifications and shall be of tested quality and subject to further tests, if required by NABARD, at no extra cost to NABARD.
15. Statutory deductions like income tax at source & surcharge thereon, works contract tax & surcharge thereon or other statutory deduction/s as applicable shall be deducted from bills /amounts payable to the contractor.

## SECTION 7

### SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be maintained in a readily accessible place.
1. An injured person shall be taken to a hospital without loss of time in cases where the injury necessitates hospitalization.
1. Hoisting machines and tackle if used in works, including their attachments, anchorage and supports shall be in perfect condition.
1. Inflammable and hazardous items shall not be allowed near the working site.
1. Adequate safety measures against fire, theft etc. will be taken by the Contractor.

ANNEXURE - 1

APPENDIX HEREIN BEFORE REFERRED TO

<b>1. Defects Liability Period</b>	<b>12 months from the date of issue of Virtual Completion Certificate</b>
<b>2. Period of honouring the bills for payment</b>	<b>21 working days from the date of submission of bill</b>
<b>3. Date of commencement</b>	<b>Reckoned from the date of issue of Letter of Acceptance of Tender /Work Order</b>
<b>4. Date of completion</b>	<b>Within 60 days from the date of issue of Letter of Acceptance of Tender /Work Order</b>
<b>5. Liquidated damages for delay</b>	<b>@ 0.25% of value of accepted tender per week, subject to a maximum of 5% of value of accepted tender.</b>
<b>6. Retention money /Security Deposit (S.D.)</b>	<b>5% including EMD &amp; Initial Security Deposit</b>
<b>7. Release of S.D.</b>	<b>50% on virtual completion and balance after expiry of 'Defects Liability Period'</b>
<b>8. Statutory deductions</b>	<b>Income Tax at source, Works Contract Tax, Value Added Tax as per applicable law /rules</b>
<b>9. PAYMENT TERMS</b>	<b>75% of contract value to be released after installation of the Data center 25% of contract value to be released after successful commissioning of the Data center.</b>



## VOLUME II

### PRICE BID

SI No	Description of Work	UNIT	RATE	QTY	Amount
1	Design, supply, installation and commissioning of DC at Head Office premises, as per the details given in Section -5 of the tender, complete in all respects	Lump sum		Lumpsum	
	Rate in words				
2	Operation of DC during defect liability period by deputing on the site one electrician and one Network technician.	Per shift (8 hrs.) per month		3 shifts*	
	Rate in words				
3	Comprehensive Annual maintenance charges for the Data center beyond the Defect Liability Period (post warranty period)	Per year		5 years	
	Rate in words				
				<b>TOTAL</b>	
	TOTAL in words				

\* The Bank will decide at a later stage on the number of shifts.

AUTHORIZED SIGNATORY

Date :

Place :

SEAL