

**Reserve Bank of India
Estate Department
Kanpur**

**Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC
(IBD)/Server/CVPS Compressor room in Old Building, Additional Office Building, Main Office Building
at RBI, Kanpur**

Part I

Name of Tenderer _____

Address _____

Date of Submission: on April 21, 2015 at 1400 hours

Date of Opening Part I: on April 21, 2015 at 1530 hours

Section A
FORM OF QUOTATION

Place:

Date:

To

Regional Director,
Reserve Bank of India,
Kanpur

Dear Sir,

Having examined the specifications, designs and schedule of quantities relating to the works specified in the Memorandum hereinafter set out and 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 Quotation, I/we hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Conditions of Quotation, Articles of Agreement, Conditions, Schedule of Quantities 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 works	:	Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC (IBD)/Server/CVPS Compressor room in Old Building, Additional Office Building, Main Office Building at RBI, Kanpur
(b)	Estimated cost	:	Rs. 14.20 lakh
(c)	Earnest Money	:	Rs. 28,500/- (Along with Part-I in separate envelope)
(d)	Security Deposit during Defect Liability Period	:	5% of bill amount.
(e)	Time allowed for completion of the work from tenth day after the date of written order to commence work	:	30 days.

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason thereof.
5. Part I contains all commercial terms and conditions and technical particulars, un-priced bill of quantities. We shall submit the Part II(price bid) in the Bank's Performa, signed and authenticated hard copy of the post bid Part II .

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____

name, address and date _____

(2) Signature with _____

name, address and date _____

SECTION-II

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

WHEREAS The Bank is desirous of **Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC (IBD)/Server/CVPS Compressor room in Old Building, Additional Office Building, Main Office Building at RBI, Kanpur** and has caused specifications describing the works to be done AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto. AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at 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:

In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.

The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

The plans, agreement and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the above work at Kanpur to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.

The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

Time shall be considered as the essence of this Contract with respect to the scope of work awarded to the contractor, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within 30 days, subject nevertheless to the provisions for extension of time.

All payments by The Bank under this Contract will be made only at Kanpur.

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

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a Partnership or an Individual

IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.

If the Contractor is a Company

IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Shri

(Name and designation)

.....

..... in the presence of

(1)

Address

(2)

Address

.....

.....

.....

Witnesses

SIGNED AND DELIVERED BY

.....1).....

..... Address

.....

.....

2)

Address

.....

.....

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed

By its Board of Directors at the meeting held on

.....

If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.

If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.

.....

In the presence of

(1)

The Contractor is signing by the hand of power of attorney whether a company or individual.

.....

(2)

.....

Directors who have signed these presents in taken thereof in the presence of

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand Of

Shri

and duly constituted attorney.

The Contractor is signing by the hand of power of attorney whether a company or individual.

**Reserve Bank of India
Estate Department
Kanpur**

Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC (IBD)/Server/CVPS Compressor room in Old Building, Additional Office Building, Main Office Building at RBI, Kanpur

Part I

(A) Commercial Conditions

1. Sealed tenders are invited for **Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC (IBD)/Server/CVPS Compressor room in Old Building, Additional Office Building, Main Office Building at RBI, Kanpur.**
2. The tenders for the above work in sealed covers addressed to Shri Shekhar Bhatnagar, Regional Director, Reserve Bank of India, Estate Department, M G Marg, Kanpur- 208 001, so as to reach him not later than 1400 hrs. on April 21, 2015
The Part-I of tenders will be opened on the same day i.e. April 21, 2015 at 1530 hrs. The tender may be submitted in two parts i.e. Part-1 containing commercial conditions and Part-II containing only rates in separate sealed cover. All the envelopes shall be super-scribed " Tenders for **Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC (IBD)/Server/CVPS Compressor room in Old Building, Additional Office Building, Main Office Building at RBI, Kanpur (Part-I /Part-II)**". Part-II of the tenders will be opened on a subsequent date under intimation to all the tenderers. Tenderers are advised to use only the forms supplied by the Bank and not to use any other forms on their own letterhead or otherwise for furnishing any information/rates/amount etc. However, the firms shall enclose the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. Incomplete tenders are liable for rejection. No enclosure is permitted in Part-II of the tender. The tender documents should be deposited in the tender box kept for the purpose in Estate Department on the first floor. No other mode of submission will be accepted.
3. Intending Tenderer shall pay as earnest money a sum of Rs. 28,500/- by a demand draft drawn on scheduled bank, payable to Reserve Bank of India, Kanpur. A tender which is not accompanied by demand draft, will not be considered. The earnest money will be returned to the tenderer, if his tender is not accepted. No interest will be paid on this amount.
4. Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipts of Bank or Insurance Guarantee or cheque/cash.
5. The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part-I and shall be extended by such period as may be mutually agreed to.
6. The rates quoted shall be firm and shall not be subjected to variations in exchange rates, customs/excise duty or any other statutory duty or levies or variation in labour rates and for complete work, i.e. Supply & Installation of the equipment and shall include all taxes, (Including Service Tax) duties, levies imposed by /State Government/Local Bodies, charges for consumable, labour, transport, insurance for transit, storage, installation, testing and commissioning, workmen compensation & third party liability etc. till the work is finally handed over to the Bank.
5. Tenderers to quote strictly as per bill of quantity (BOQ). The schedule of quantities is based on probable quantities. The quantities for individual items may increase or decrease without any restriction depending upon the site conditions and requirements solely at the discretion of the Bank.
7. The equipments supplied shall be guaranteed against all types of defects for a period of one year from the date of handing over of the equipment to the Bank. Any defects found in the

system/sub-assemblies within the guarantee period shall be rectified / replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost.

8. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of makes of components of the equipments offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed.
9. The equipment shall be tested at site for verifications of the specifications.
10. This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.
11. The following terms of payment shall be applicable to this contract.
 - 75% of the quoted rate pro-rata against delivery of materials after checking at site,
 - 20% of the quoted rates after installation at site and handing over for use.
 - and balance 5% after expiry of the guarantee period of one year or on submission of a Bank Guarantee valid for a period of one year after the date of handing over for an equivalent amount.

The payment shall be released by ECS (Electronic Clearing Services), for which ECS mandate in Bank's approved format is required to be submitted to Bank.

12. Time is the essence of the contract. The entire work shall be completed within 30 days from 10th day of letter of acceptance failing which liquidated damages at a rate of per week shall be 0.25% of the estimated cost put to tender, subject to a maximum 10% of the accepted tender amount.

13. **Settlement of dispute by Arbitration -**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award

respectively shall be in the discretion of the arbitrator or arbitrators as the case may be., who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

14. The equipments supplied & installed i.e. the entire work shall be guaranteed against all types of defects for a period of one year from the date of handing over of the equipment to the Bank. Any defects found in the system/sub-assemblies within the guarantee period shall be rectified / replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost.
15. Tenderer shall also indicate the service facility available at Kanpur and technical set-up and the telephone number and address of their service centre.
The tenderers shall indicate details such as the service centre from which the proposed systems will be serviced, the staff strength at that centre and the availability of spares for the system at that centre.
16. The tenderers shall also quote their charges for providing **all inclusive comprehensive maintenance service** applicable after the expiry of the one year guarantee period. The following conditions will be applied separately for annual maintenance service contract. **The scope of the contract will include FOUR servicing (cleaning of filters/ outdoor units dry /wet) at quarterly intervals in a year and ANY NUMBER of breakdown calls.** It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of men/material/transport etc. and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. These rates shall remain firm and valid for a period of three years from the date of expiry of guarantee period. Annual Service Contract Amount **shall be paid on half yearly basis on rendering satisfactory service. The service contract shall be renewed for an additional period of at least 3 years after the initial contract period of two year (one year defect liability period+ One year of AMC at your quoted price). In other words an assured life and service support will be provided for a total of 5 years period after commissioning and handing over of the system for use.** At the time of renewal of contract after the expiry of the original validity period i.e for 2 years **(one year defect liability period+ One year of AMC at your quoted price)** and for all subsequent years the new contract amount will be arrived at based on following formula.

	$A_c = A_p [(15+60 \times (EPI_c/EPI_p) + 25 \times (CPI_c/CPI_p))] / 100$
A _c	The contract amount for the current year.
A _p	The contract amount for the previous year.
EPI _c	Wholesale Price Index for Air Conditioner items 6 months prior to the commencement date of contract for the current year.
EPI _p	Wholesale Price Index for Air Conditioner items 6 months prior to the commencement date of contract for the previous year.
CPI _c	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI _p	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

During the period of contract the system shall be serviced and maintained as per frequency described in the contract agreement for AMC to ensure that all the system equipments are functioning normally and satisfactorily. The routine maintenance shall also include cleaning of all equipments. If the fault is not rectified within 24 hours of lodging a complaint with the firm either by a FAX or over a telephone, a penalty at the rate of **Rs 200/- per day per Air Conditioner** or part thereof will be levied and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

17. Evaluation of tenders:

17.1 Tenders will be evaluated on the basis of capital cost of the system, rebate offered for dismantling and taking away the old air conditioners and taking into account the effect of rates quoted for comprehensive service contract for a period of 4 years after the expiry of one year of defect liability / guarantee period.

17.2 Tendered offers shall be evaluated on the basis of the **Net Present Value (NPV)** of owning the Air Conditioner having 5 years of useful service life. The said NPV shall comprise:

(a)	Cost of Air-Conditioner units (Item No 1)	Say (A)
(b)	Buyback value of the old Air Conditioners (Item No 2)	Say (B)
(c)	NPV of comprehensive annual maintenance Service contract charges for the period of 4 years after 1 year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and with a discount rate of 8%. Thus, the <i>Multiplying Factor (MF)</i> for working out NPV of AMC for 4 years after (1year guarantee period) shall be 3.35	Say (C)
	Note: (i) AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender OR 4 % (as per industry practice) of the capital cost of air conditioner (Tender Item 1) system whichever is higher. (ii) Payment for AMC shall, however, be made strictly as per rates and amounts quoted in the Part II of tender under head of AMC	
(d)	NPV of Owning the air conditions for 5 years of useful service life shall be Say (D) worked out as [(A) - (B) + (C) X 3.35]	
(e)	The work will be awarded for the lowest value of (D) above.	

18. **Right of Technical Scrutiny of Final Bill** - The employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.
19. **Scope of the work** : The tenderer has to supply and install Air Conditioner in all respect including some minor work civil work and carefully removing of old AC window/split units.
We have considered on an average of 5 mtr. distance between indoor and outdoor units for split AC. However, firms / tenderers are advised to visit the site to assess the actual distance between indoor and outdoor units before submission of tender.
20. The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place :

Signature of Tenderer

Date :

**Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC
(IBD)/Server/CVPS Compressor room in Old Building, Additional Office Building, Main Office Building
at RBI, Kanpur**

A. Commercial Conditions- Acceptance check list

Sr. No.	Description	Bank's Terms	Tenderers terms and Acceptance of Bank's terms
1.	Validity	90 days	
2.	Earnest Money (EMD)	Rs. 28,500/- (Along with Part-I in separate envelope)	
3.	Terms of payment	(a) 75% of the quoted rate pro-rata against delivery of materials after checking at site, (b) 20% After Installation, testing and commissioning at site. (c) 5% of the quoted rate after one year or on Submission of a Bank Guarantee for an equivalent amount for due fulfilment of warranty of one year.	
4.	Prices	Firm, inclusive of all taxes, duties, insurance, levies during the contract period. (Including Service Tax)	
5.	Guarantee Period	12 months from date of handing over.	
6.	Service after sales	Free of cost during the Guarantee period.	
7.	Completion period	30 days time allowed for completion of the work from tenth day after the date of written order to commence work.	
8.	Liquidated damages	The quantum of liquidated damages per week shall be 0.25% of the estimated cost put to tender, subject to a maximum 10% of the accepted tender amount.	
9.	Time allowed for rectification	Maximum 24 Hours on receipt of complaint, otherwise penalty of Rs. 200/- per day per air conditioner will be charged.	
10.	Service facility	Shall be available at the centre where the system is installed and shall be approachable on telephone/pager/ mobile.	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Signature of Tenderer

Place :

Date :

B. Technical Specifications & Scope of work for window/split AC

S.No	Description	Bank's requirement	Specification Offered
1	Capacity	Window/Split AC a) 1.5 Tr. With heat pump Window/Split AC b) 2.0 Ton 2 Star Model window AC	
2	Control	Cordless Remote & Power On/OFF on AC	
3	Type	a) 1.5 Tr. With heat pump technology having Heating & Cooling system Window/Split AC b) 2.0 Ton (2 Star Model) window AC with Cooling system	
4	Water drain System	Using high quality PVC pipe Average length–4Mtr. for each and common drain PVC piping up to nearest drain/rain water drainage.	
5	Remote cells	Dura cell (Sealed) and to be supplied separately	
6	Remote Mounting	On wall using stand	
7	Compressor	Hermetically Sealed rotary type	
8	Maximum operating Temperature	Upto 43°C or above	
9	Electrical wiring	Suitable size copper wire from AC power point to be laid up to Indoor/outdoor point.	
10	Outdoor Stand	Suitable size angle iron stand for split AC	
11	Make	Hitachi Voltas, Blue Star, O-General, Carrier, Daikin	
12	Refrigerant		
13	Model Offered		

Note:

Please indicate / offer only one make which satisfy above technical specifications.

Signature of the firm with Seal

B. Technical Specifications & Scope of work for split AC (Inverter type)

S.N	Description	Bank's requirement	Specification Offered
1	Capacity	1.5 Ton	
2	Control	Cordless Remote & Power On/OFF on AC	
3	Type	Inverter technology having Cooling system	
4	Water drain System	Using high quality PVC pipe Average length - 4 Mtr. for each and common drain PVC piping up to nearest drain/rain water drainage.	
5	Remote cells	Dura cell (Sealed) and to be supplied separately	
6	Remote Mounting	On wall using stand	
7	Compressor	Hermetically Sealed rotary type	
8	Maximum operating temperature	Upto 43 ^o C or above	
9	Copper wiring	Suitable size copper wire from AC power point to be laid up to Indoor/outdoor point.	
10	Outdoor Stand	Suitable size angle iron stand	
11	Make	Hitachi Voltas, Blue Star, O-General, Carrier, Daikin	
12	Refrigerant		
13	Model Offered		

Note:

Please indicate / offer only one make which satisfy above technical specifications.

Signature of the firm with Seal

C. Details of Service Set Up:

S. No.	Description			
1	Address of Service centre			
2	Contact person Name & Mobile Number			
3	Number of Service Engineer available in service centre.			

D. Contact Details:

S. NO	Description	
1	Contact person for this tender.	
2	Designation	
3	Land Line & Mobile Number	
4	FAX No.	
5	Email.	

Signature of the firm with Seal

Section D

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The electric power and water required for the work can be availed from the supply available at site free of cost.
3. The works include the drain piping and connecting the same to the nearest drainage system.
4. In order to understand the detailed scope of work, regarding insulating pipes, wiring, drain pipe etc., all the bidders are requested to visit the site before quoting the rates.

Separate piping rates may, therefore, need not to be quoted.

5. The Rates should be inclusive of minor civil works necessary to accomplish the task including the grouting using Dash Fasteners; welding and other minor works not specifically mentioned but are compulsory for completing the work.
6. Permission, if any, required from the local bodies shall be obtained by the Contractor.
7. The intending tenderer can obtain any clarifications regarding the Quotation drawings, specifications etc. from the department on any Bank's working day.
8. The tendered may please note that the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only.
9. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
10. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.
11. The Tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
12. The contractor shall depute a qualified supervisor during execution of the work .No work shall be carried out at site in unsupervised manner.
13. Out-door units will be provided on terrace of the building.

Place:

Signature of the Tenderer

Date:

Name & address

(E) Proforma of Details of Banker

1. Name of bank :

2. Address:

3. Details of account:

4. Details of the contact person:

- Name:
- Phone number
- Fax number
- Email address

Signature of the firm with Seal

(G) Proforma of Bank Guarantee For Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

The Regional Director
Estate Department
Reserve Bank of India
Kanpur

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnishable to you by Messrs _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for **Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC (IBD)/Server/CVPS Compressor room in Old Building, Additional Office Building, Main Office Building at RBI, Kanpur** as per the tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated ____ in the form of guarantee from us in the manner hereinafter contained, we.

(Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day

of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the

Surety under this guarantee shall be discharged only on the intimation thereof being given to

the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Tender for Supply, Installation, Testing and Commissioning of Window/Split AC in NCC (IBD)/Server/CVPS

Compressor room in Old Building, Additional Office Building, Main Office Building at RBI, Kanpur

Part II - Bill of Quantity (BOQ)

Sr.N	Description	Qty.
1	Supply, Installation, testing and commissioning of wall mounted Split type 1.5 TR Air-Conditioners of with heat pump for heating and cooling facilitates, cordless remote with duracells, copper piping, insulation, Indoor and outdoor unit with angle iron stand, PVC drain piping, copper wiring from AC socket to Indoor/outdoor unit as per the specifications and make mentioned in the part-1 of the tender and as directed by the Bank's engineer. Make:....., Model:	05 Nos
2	Supply, Installation, testing and commissioning of wall mounted Split type 1.5 TR Air-Conditioners of Inverter type with cooling facilitates, cordless remote with duracells battery, copper piping, insulation, Indoor and outdoor unit with angle iron stand, PVC drain piping, copper wire wiring from AC socket to Indoor/outdoor unit as per the specifications and make mentioned in part-1 of the tender and as directed by the Bank's engineer. Make:.....,Model:	04 Nos.
3	Supply, Installation, testing and commissioning of Window type following capacity of 2.0 Tr. (2 Star rating) Air-Conditioners of cooling facilitates, cordless remote with duracells battery, copper wire wiring from AC socket to window unit as per the specifications and make mentioned in part-1 of the tender and as directed by the Bank's engineer. 2.0 Tr. (2 Star rating) Window AC with remote Make: Model:	07 Nos.
4	Supply, Installation, testing and commissioning of window type 1.5 TR Air-Conditioners with heat pump for heating and cooling facilitates, cordless remote with duracells, PVC drain piping, copper wiring from AC socket to unit as per the specifications and make mentioned in the part-1 of the tender and as directed by the Bank's engineer. Make:....., Model:	15 Nos.
5	Re-Installation of window/Split AC same condition in single rooms at Civil Lines Officers' & Tilak Nagar Officers' Colony (Including Transportation Charges upto 05 K.M. (approx)/freight/labour Charges/Service Tax etc. (if Required including Gas charging) completes all as directed by Bank's Engineer.	25 Nos.
6 (a)	Rebate for split AC carefully dismantling and taking away under buy back scheme, the existing indoor and outdoor units with piping etc.	04
6 (b)	Rebate window AC carefully dismantling and taking away under buy back scheme, the existing units etc.	06
(B)	Total Amount (Rs.) (B= 6(a)+6(b))=	
(C)	Net Total Amount (A-B) =	
7 (a)	On Site Per unit All Inclusive AMC charges for 1.5 TR Split type AC (Item No. 01 & 02) after completion of one year warranty period. Refer clause no 16 of tender part - I.	09 Nos.
7 (b)	On Site Per unit All Inclusive AMC charges for 1.5/2.0 TR window type AC (Item No. 03 & 04) after completion of one year warranty period. Refer clause no 16 of tender part - I.	22 Nos.

Non-Disclosure Clause

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc. which may come in to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the employer for any loss suffered by the employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under the agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason. Date Signature and seal of the contractor with stamp Place

Signature of the firm with Seal