

14. **अप्रत्याशित घटना:** यदि कोई भी पक्ष अपने नियंत्रण से परे किसी घटना के घटित होने के कारण इस समझौते के तहत अपने दायित्वों को निभाने में असमर्थ है (जैसे कि ईश्वर के कार्य, युद्ध जैसी स्थितियाँ, दंगे, श्रमिक हड़ताल, सरकारी कार्य, भूकंप, चक्रवात, आंधी, और अन्य प्राकृतिक आपदाएँ, आदि), उस पक्ष को इस अनुबंध के अंतर्गत चूककर्ता नहीं माना जाएगा। प्रत्येक पक्ष जारी रखने के लिए इस समझौते के तहत प्रदर्शन को सक्षम करने के लिए सभी उचित प्रयासों का उपयोग करने के लिए सहमत है। यदि अप्रत्याशित घटना के कारण गैर-प्रदर्शन की अवधि 30 दिनों से अधिक हो जाती है, तो जिस पार्टी की प्रदर्शन करने की क्षमता इतनी प्रभावित नहीं हुई है, वह लिखित नोटिस देकर इस समझौते को समाप्त कर सकती है।

Force Majeure: If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement

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इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेजों तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए हैं।

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

यदि
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इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिकृत किये हैं और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपियों पर अपनी नियमित मोहर लगवाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपियों का निष्पादन करवाया है।

IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized 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 If the part is a partnership firm or any individual
..... should be signed by all or on behalf of all the
..... partners.

(1)

Address

.....

.....

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2)

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Address

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Witnesses

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

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed

By its Board of Directors at the meeting held on

.....
.....
.....

In the presence of

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

(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.

Annexure D

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labor Rules/ regulations.

(To be submitted by successful bidder on Non-Judicial Stamp Paper of appropriate value)

To,

Date:

The Regional Director
Reserve Bank of India
Mall Road, Kanpur – 208001

Dear Sir,

Name of Work: E-tender for Supply, installation, Testing and commissioning of IP based CCTV system in Bank's residential colony at Kidwai Nagar, Kanpur -

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labor and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labor and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors. Yours faithfully,

Yours faithfully,

For and on behalf of

M/s _____ (Name of the manufacturer)

Authorised signatory :-

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

Annexure 'E'

Declaration for Local Content

(To be given on Company Letter Head for tender value below Rs.10 Crores and by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender valuing Rs.10 Crores or above)

Date: _____

To Whomsoever It May Concern

Subject: Declaration of Local Content

Tender Reference No: _____

Name of Tender / Work: _____

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has _____% local content which qualifies us as _____(Class I Local/Class II Local/Non-local) supplier:

3. Details of location at which local value addition will be made / made (Complete address to be mentioned): _____

"Local Content" means the amount of value added in India which shall be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours Faithfully,

{Signature of the Bidder, with Official Seal}

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION/
PROPOSAL**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name
of the Bidder and

address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

..... (Name and

residential address of Power of Attorney holder) who is presently employed with us and holding
the position of as our attorney,
to do in our name and on our behalf, all such acts, deeds and things necessary in connection with
or incidental to our tender (Name of work) including signing and submission of all documents and
providing information / responses to Estate Department RBI, Kanpur representing us in all matters
before RBI Kanpur, and generally dealing with RBI Kanpur in all matters in connection with our
proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney

Pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid
attorney shall and shall always be deemed to have been done by us.

Note

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/s

Stamp/Seal of the Bidder

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and
shall be signed by the official whose signature and authority shall be verified).

Proforma of undertaking for maintenance confirmation by the tenderer

(on letter head of bidder)

To,

Date:

The Regional Director
Reserve Bank of India
Mall Road, Kanpur – 208001

Dear Sir,

Name of Work: E-tender for Supply, Installation, Testing and Commissioning of precision AC units in server rooms at the Bank's Main Office Building in RBI Kanpur -

We hereby undertake to maintain the precision AC units to be installed by us in server rooms of your above premises satisfactorily, for a period of not less than 09 years after expiry of the defect liability/ warranty period at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices-based formula, as provided in the tender document.

We shall not fail to provide support in terms of spares etc. due to technological obsolescence or for any reason. We shall continue to provide all-inclusive service to your satisfaction, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

For _____

Authorised signatory



**Reserve Bank of India
Estate Department, Kanpur**

E-Tender

For

Supply, installation, Testing and commissioning of IP based CCTV system in Bank's residential colony at Kidwai Nagar, Kanpur

Part II (Price Bid)

Name of Tenderer_____

Address _____

Due date of submission of tender: _____ up to _____

Due date of opening of Part I of the Tender: _____ up to _____

Reserve Bank of India
Estate Department, Kanpur

Sr.No	Description of the Item	Qty	Unit	Rate	Amount
1	Supply, Installation, Testing and Commissioning of the following equipment for IP based CCTV system as per technical specifications in tender Part -1.				
a.	32 channel 4K, AI supported Network Video Recorder NVR with 160Mbps Bandwidth and minimum 15 days storage capacity (2 SATA slots) and suitable SFP switch/ LIU etc.for interconnection etc. complete with lockable rack Unit with exhaust fan etc.	1	Each		
b.	IP Camera 4 MP IR Fixed Bullet Network Camera with all powder coated pole/wall mounting accessories I/O box etc. complete as per site requirements.	29	Each		
c.	08 Port PoE 10/100/1000 Mbps , 2 Gigabit uplink ports unmanaged smart switch with all mounting accessories, media converter for OFC termination on both sides , patch cords etc. as per site requirement complete with outdoor type (minimum IP 65) enclosure. (230 V power supply to PoE will be provided by the Bank)	5	Each		
d.	4 TB SATA hard disk compatible for above CCTV system	1	each		

Sr.No	Description of the Item	Qty	Unit	Rate	Amount
2	Supply, laying and testing of optical fibre Armoured(6 core 9/125 micron) cable to be laid partly on the walls and partly underground by excavation in garden /digging in road including coupling, bends, JB etc./on walls with GI saddles and spacers at interval of 500mm etc. complete from NVR to POE switch. The work shall include removal of paver blocks/ excavation partly in garden area and partly in concrete/bitumen roads as well as making surface finish in all respect by fixing paver blocks and with cement, sand mixture as per site requirements.	900	mtr		
3	Supply, laying and testing of UTP CAT 6 Cable (unarmoured) along with suitable size heavy duty PVC conduit to be laid partly on the walls and partly underground by excavation in garden /digging in road including coupling, bends, JB etc./on walls with GI saddle and spacers at interval of 500mm etc. complete. The work shall include removal of paver blocks/ excavation partly in garden area and partly in concrete/bitumen roads as well as making surface finish in all respect by fixing paver blocks and with cement,sand mixture as per site requirements.	2450	mtr		
4	Supply and Laying of 32 mm dia HDPE pipe with all accessories viz coupling, bend, JBs etc. in underground manner for road crossing/ drains etc.as per site requirement	300	mtr		
5	Supply , installation, testing and commissioning of KVM console switch to enable the display in another guard gumti	1	nos		

Sr.No	Description of the Item	Qty	Unit	Rate	Amount
	located at gate no.2 of the colony.				
6	Dismantling, removing of existing CCTV system (11 cameras with accessories , 1 DVR and old CCTV cables) without damaging to Banks property after commissioning of new system	1	job		
7	Rebate for buyback of old system (8 cameras, 1 DVR (8 channel) and old CCTV cabling. (Old hard disk is not be under buyback)	1	lumsun		
Total Amount					0

Note:

- The amount/rates quoted above should be inclusive of loading/unloading charges/shifting charges to designated location in the bank/labor charges, transit cost, statutory taxes etc.as applicable
- Total Cost of Ownership = Capital Cost + 5.6868*AMC Rate (one year) -Buyback cost
- Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer for award of work.
- Bill shall be paid as per actual measurement basis for measurable items.

Place

Date

Signature with seal

N.B. – Price to be quoted in online mode, at CPPP portal only.