

AGREEMENT FOR
SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING &
MAINTENANCE OF AIR CONDITIONERS

[Ref. # CBL/ACSupply/Y14/00...]

This Agreement for Design, Supply, Delivery, Installation, Testing, Commissioning & Maintenance of Air Conditioners (AC) (the “Agreement”) is made on this the day of, 2014 of the English Calendar at Dhaka, Bangladesh.

BETWEEN

THE CITY BANK LIMITED, a banking company limited by shares incorporated under the relevant Bank Companies Act of Bangladesh, having its Head Office at City Bank Center, 136, Gulshan Avenue, Gulshan-2, Dhaka-1212, Bangladesh (hereinafter referred to as “**CBL**”) which expression, unless repugnant to the context shall include its successors-in-interest, assignees, nominees, administrators, officers and legal representatives of the **ONE PART**.

AND

[NAME OF THE SUPPLIER], a company incorporated in Bangladesh under the Companies Act 1994, having its Head Office at[ADDRESS OF THE SUPPLIER]....., Bangladesh (hereinafter referred to as the “**Supplier**”) which expression, unless repugnant to the context, shall means and include its successors-in-interest, assignees, nominees, administrators, officers & legal representatives of the **OTHER PART**.

(CBL and the Supplier hereinafter collectively referred to as the ‘Parties’ and individually as the ‘Party’.)

WHEREAS

- A. CBL being licensed by the relevant authority of Bangladesh is engaged in the business of providing banking services to its customers.
- B. CBL is desirous of purchasing Air Conditioner for its office premises and have them delivered and installed and subsequently maintained and supported by the Supplier in accordance with the terms of this Agreement; and
- C. The Supplier being engaged in the business of supplying electrical, electronic equipment, has agreed to provide supply, deliver & install and thereafter maintenance services of the Air Conditioners at CBL premises countrywide on the terms and subject to the conditions as set forth hereunder.

NOW, THEREFORE, in consideration of the above premises, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

CLAUSE-1: DEFINITIONS OF TERMS

- 1.1 In this Agreement, the following expressions shall unless the context otherwise requires have the meanings respectively assigned to them:
- “**Agreement**” shall mean this Agreement including all annexes attached herewith and all amendments, supplemental, extension or addendum to this Agreement to be made from time to time.
- “**Agreement Period**” shall mean the period specified in the Agreement whereby the Agreement is enforceable from the date of the Agreement is made to the date of the Agreement expires.
- “**Day**” shall mean an English calendar day.
- “**Effective Date**” shall mean the coming into force of this Agreement as mentioned in Clause 7.1 of this Agreement.
- “**Items/Equipments**” shall mean the different types of Air Conditioners to be supplied, delivered, installed commissioned, maintained by the Supplier under this Agreement as listed in Anenxure-1 & Annexure-2 of this Agreement.
- “**Month**” shall mean an English calendar month.
- “**Services**” shall mean maintenance and other relevant services to be provided under this Agreement;
- “**Year**” shall mean an English calendar year.
- 1.2 Words importing the singular shall also include the plural and vice versa where in context requires.
- 1.3 The Title of these conditions are of convenience of reference only and shall not be deemed to be part of Agreement or in any way affect the interpretation or construction thereof.

CLAUSE 2: SCOPE OF THE AGREEMENT

The Supplier shall upon the terms and subject to the conditions as set forth hereunder supply, deliver, install, test, commission and maintain the Items/Equipments and provide the Services as more specifically mentioned in Annexure-1 & Annexure-2 attached herein below.

CLAUSE 3: METHOD OF ORDERING & DELIVERY PERIOD

The Items/Equipments and Services required by CBL and to be supplied by the Supplier shall be indicated by issuance of Purchase Order in accordance with the terms of this Agreement. The method in accordance with which CBL will issue the Purchase Order (PO)/Work Order and the content thereof and the procedure of acceptance to be followed by the Supplier is fully specified in Clause 2 of Annexure-3 of this Agreement.

CLAUSE 4: SPECIFICATION, PRICE & PAYMENT TERMS

The specification of the Items/Equipments are mentioned in Annexure-1 and the prices of the Items/Equipments to be supplied under this Agreement and the terms of payment thereof are fully mentioned in the Annexure-3 of this Agreement.

CLAUSE 5: RESPONSIBILITIES & OBLIGATIONS OF THE SUPPLIER

The obligations of the Supplier shall be as follows:

5.1 The Supplier shall-

- 5.1.1 ensure and be solely responsible for the supply, delivery, install, test, commission and maintain of the Items/Equipments and provide the Services in accordance with the terms of this Agreement and the Purchase Order.
- 5.1.2 Upon completion of the supply & service the Supplier shall submit the work completion certificate to CBL and shall fill up the checklist provided by CBL for the functionality and workmanship of the installed Items/Equipments.
- 5.1.3 keep accurate, systematic and up-to-date records in respect of the provision of the Items/Equipments and/or Services in such form and detail as is customary in the profession and as may be required by CBL from time to time, to establish accurately the cost and expenditure that have been duly paid by CBL.
- 5.1.4 ensure that the Items/Equipments supplied hereunder shall be of satisfactory quality and be fit for its intended purpose as per the agreed specifications.
- 5.1.5 furnish to CBL such information relating to the Equipments/Systems and/or the Services as CBL may require from time to time.
- 5.1.6 be responsible for emergency trouble shooting/break down within the warranty period.
- 5.1.7 be responsible for doing schedule maintenance 03 (three) times in a year during the warranty period otherwise the retention money/Bank Guarantee shall not be released.
- 5.1.8 be responsible to give compensation as determined by the CBL under this Agreement if any damage or loss happen during supply, installation, commission or service due to the negligence or incompetence of the Supplier.
- 5.1.9 ensure that all items/equipments or spare parts or consumable items supplied or installed are new and never used or utilized for any other purpose. The Supplier also shall ensure that items/equipments supplied are of international standard and compliance of relevant international standard.
- 5.1.10 provide all necessary labor, technical know-how, and replacement of mechanical, electrical or electronic parts as required for the maintenance work of the supplied items/Equipments.
- 5.1.11 secure that the workers/employees are provided with a healthy and safe working environment with required safety equipments in accordance with internationally recognized standards.
- 5.1.12 have to take proper care of the existing site premises and ensure that during installing or construction works, no harm shall be done to the premises or the building in part or whole,. In case of any damage to the site or items the supplier shall be liable to refund the amount for the damage at the time of settlement of the Final Bill. If the Supplier fails to do so CBL reserves the right to debit the amount from the Bill.
- 5.1.13 be responsible to display required signage or Notices in site in accordance with the Health and Safety law and rules.
- 5.1.14 make necessary arrangements for co-operation and co-ordination with the other contractors (if any) engaged by CBL for the execution of the works.
- 5.1.15 be responsible for any fines and penalties imposed on it arising from any noncompliance with the laws and regulations of Bangladesh and CBL shall not be held responsible to this end.

CLAUSE 6: REPRESENTATIONS, WARRANTIES AND GUARANTEE & PERIODIC SERVICE

6.1 Representations and Warranties

- 6.1.1 Each Party hereby represents and warrants to the other that at the time of execution of this Agreement, it is a company duly incorporated and validly existing under the laws of the countries of incorporation

and has full power and authority to enter into this Agreement and undertakes its obligations under this Agreement.

- 6.1.2 The Supplier shall be responsible for any fines and penalties imposed on it arising from any noncompliance with the laws and regulations of Bangladesh and CBL shall not be held responsible to this end.

6.2 Guarantee / Warranty

- 6.2.1 Items/Equipments and all Parts of the system and services shall have years of full guarantee/warranty from the date of issuance of Acceptance Certificate. The Guarantee shall cover but not limited to:

6.2.1.1 Any manufacturing fault.

6.2.1.2 Any fault that is found or occurs during operation or at the time of acceptance under guarantee/warranty period which is not due to mishandling or mis-operation of the Items/Equipments by CBL. One example of such case is any damage or fault occurrence during 'transportation and carrying' or 'installation, testing and commissioning' of the Items/Equipments to the premises of CBL.

6.2.1.3 Fault of any part or parts or the whole system in terms of operation and sustainability. i.e. if the mentioned part or parts or system does not operate in good condition or does not perform good operation continuously/consistently but fails repeatedly after operation of a certain period or there is a good chance of such failure that can be easily deemed / understood by CBL.

6.2.1.4 Any unsatisfactory performance resulted from the Items/Equipments.

- 6.2.2 If the Supplier is not the manufacturer of the Items the Supplier shall be required to obtain the guarantee/warranty from the manufacturer granted in favor of CBL on the terms and conditions as required by CBL.

- 6.2.3 The Supplier shall unconditionally guarantee/warranty that item/equipment, system, services supplied to CBL shall be free from all defects including defects arising out of faulty design, faulty and inferior material or inferior workmanship, and the Items shall be of the highest quality and fit for the purpose which they are intended in accordance with the Agreement Document and any subsequent amendments and additions which CBL deem fit and necessary and shall strictly comply with each and every requirement of the Specifications for a period of at least years from the date of Acceptance Certificate and this period shall hereinafter be called the "Guarantee/Warranty Period".

- 6.2.4 If the Items/Equipments or any part thereof and associated services fail to comply with the technical Specifications and requirements of CBL during the Guarantee/Warranty Period, the Supplier shall, without any charge to CBL, repair or replace the same to the satisfaction of CBL within seven (07) working days from the date of such occurrence or any other extended period at CBL's sole discretion. The Supplier shall bear all costs including cost of labour, freight charges, cost of testing, examining, and replacing the defective Items. This Sub-Clause shall not prejudice CBL's right to impose penalty as referred to in Clause 9 herein.

- 6.2.5 If any item of the equipment and system become faulty during the Guarantee/Warranty Period the Supplier shall ensure that it is replaced or rectified temporarily or permanently within 24 (twenty four) hours with the Supplier's own spares and expenses. If the item is replaced or rectified temporarily it should be replaced or rectified permanently within 15 (fifteen) days from the date of such occurrence. The repair or replace will be accepted by CBL upon satisfactory performance. In the event that the Equipment and System and any part thereof remain unsatisfactory to CBL whether or not it was operational, CBL reserves the right to purchase the same from other source or to make good any damage or defect in any manner it deems fit and all costs thereby incurred shall be recoverable from the Supplier by deduction from any

money due or the Supplier shall be bound to pay such amount within 15 (fifteen) days. This Sub-Clause shall not prejudice CBL's right to impose liquidated damages/Penalty as referred to in Clause 9 herein.

- 6.2.6 If during the Guarantee/Warranty Period certain part or parts of the Equipment and System are found or observed to breakdown repeatedly despite repairs, such part or parts shall be replaced by the Supplier at no cost to CBL.
- 6.2.7 Any defective part repaired/replaced during the guaranty period shall be guaranteed inclusive of the repaired/replacement lead time.
- 6.2.8 The Supplier shall bear all costs for rectifying defects arising from faulty design of the Items/Equipments during the entire Guarantee/Warranty Period of the Equipment and System. The Supplier shall also indemnify CBL from and against losses, costs, damages, and expenses which CBL may suffer, incur or sustain by reason of faulty or defective design, modification, works, technical assistance, fundamental and/or inherent faults of the Items/Equipments or the Supplier's Work and/or technical assistance.
- 6.2.9 During the Guarantee/Warranty Period the Supplier shall provide the periodic service three times in a year (i.e after every four months) at free of cost. The Supplier shall provide the periodic service schedule after installation and commissioning of the Items/Equipments.
- 6.2.10 The Supplier shall provide emergency service for emergency breakdown at free of cost within the Guarantee/Warranty Period as more specifically mentioned in Annexure-2.

CLAUSE 7: EFFECTIVE DATE, VALIDITY, RENEWAL & MODIFICATION

- 7.1 This Agreement shall be effective from execution date.
- 7.2 a). The Agreement shall remain valid up to June 30, 2015 for supply, delivery & Installation of AC from the date of execution of this Agreement, unless terminated earlier and may be renewed for a further period as agreed between the Parties.

b). For warranty support service this Agreement shall remain valid until the warranty period or until completion of warranty obligations under this Agreement.
- 7.3 Notwithstanding anything in this Agreement, the terms & conditions related to service and Service Level Agreement (SLA) as mentioned in Annexure-2 shall be remain valid and enforceable for the warranty period of the supplied AC under this Agreement.
- 7.4 At any time, during the validity of this Agreement, both the Parties may mutually agree to modify or amend the existing terms, conditions or requirements of this Agreement as circumstance demand.
- 7.5 No amendment, addendum, renewal or modification to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both the Parties.

CLAUSE 8: REJECTION

- 8.1 Any Item or Equipment and System being found to be not in compliance with the Technical Specifications in this Agreement may be rejected in part or in whole at the sole discretion of CBL, provided always that Equipment and System with minor defects and shortcomings, in the opinion of CBL, which do not affect the operational use of the Equipment and System, will not give rise to rejection of the Equipment and System concerned if such defect and shortcoming is rectified by the Supplier within seven (07) working days or any other extended period at CBL's sole discretion.
- 8.2 All Equipment and System rejected due to non compliance of the specification or nonperformance as per specification shall be removed by the Supplier from CBL's premises at the Supplier's own expense upon provide the replacement.
- 8.3 The Supplier can't claim any payment for the Equipment and System which has been rejected.

CLAUSE9: LIQUIDATED DAMAGES/PENALTY

- 9.1 The Supplier shall complete the job within the stipulated period mentioned in the respective Purchase/Work Order, failure of which Penalty @ 2% per week subject to maximum 20% ceiling of work/purchase order value will be deducted from the Supplier's bill.
- 9.2 In the event that the supplier fails repeatedly to successfully perform delivery/repair after being requested by CBL to do so within the stipulated time, or within any extended period granted in writing by CBL, CBL shall have the right to penalize and claim from the Supplier for any direct losses incurred. In case of failure to supply the Items/Equipments within the stipulated time CBL shall cancel the order and can place fresh order with any of the incumbent supplier of its choice.
- 9.3 If the Supplier fails to provide the support service mentioned in this Agreement within the warranty period, CBL shall be entitled to do it itself by other Supplier or any third party at the cost and risk of the Supplier and be reimbursed the amount from Supplier's security deposit.
- 9.4 CBL shall also be entitled to claim damages for losses which is results of breach of Agreement unless the Supplier can prove that the breach or the cause of breach was not due to the Supplier or the breach results from the force majeure. CBL shall have the right to make adjustment of the claims with payment or any other payment due to the Supplier.
- 9.5 If the Supplier default in the payment of Liquidated Damages/Penalty applied under the terms of this clause, CBL shall have the right to obtain compensation by making deductions from any payments due or to become due to the Suppliers and/or by recovering such sums as a debt or by forfeiture in part or in whole from the Performance Bond.

CLAUSE 10: INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Supplier hereby warrants and guarantees that there is no infringement of the Intellectual Property Rights (hereinafter referred to as "IPR") of any third Parties. The Supplier shall not make any unauthorised use of IPR of CBL and shall indemnify and hold CBL harmless against any claim for an infringement of any IPR relating to the product and undertakes to defend CBL at its own expense from any claim, suit or proceeding base which the Purchaser may face for infringement of IPR.
- 10.2 The Supplier shall not use the CBL Trademarks, logos or artworks in any manner that may disparage the CBL Trademarks or impair the validity, scope, title or goodwill of CBL. Supplier acknowledges that use of the CBL logo, Trademarks and/or CBL Graphics/artworks in no way implies sponsorship or certification by CBL in Supplier's company, products and/or services. Supplier shall not use CBL logo, Trademarks and/or CBL Graphics/artworks in their own marketing or advertising materials in any manner that implies CBL sponsorship or certification of Supplier's company, products and/or services.

CLAUSE 11: LIMITATION OF LIABILITY

None of the Parties shall be responsible for the other Party's indirect losses (including, without limitation to loss of income and profit). But this limitation of liability shall not apply if the breach of contract is done with intent or by gross negligence.

CLAUSE 12: INSURANCE

- 12.1 The Supplier shall arrange for necessary insurance coverage of Items/Equipments. Supplier must ensure that such policy benefits CBL and material/equipment installed in CBL's premises. Any loss or any damage whatsoever during supply, deliver, install and service shall be borne by the Supplier.
- 12.2 CBL shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Supplier save and except an accident or injury resulting from any act or default of CBL, its agents or servants and the Supplier shall indemnified and keep indemnified CBL against

all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Supplier shall insure against such liability with an insurer registered in accordance with the laws of Bangladesh.

CLAUSE 13: TERMINATION OF THE AGREEMENT

- 13.1 CBL has the right to terminate this Agreement by providing a 30 (thirty) days prior notice in writing to the Supplier.
- 13.2 The Agreement is not terminable by the Supplier before expiry of the Agreement period unless there is a material breach on the part of "CBL" in complying any of the terms of the Agreement.
- 13.3 In case of any default or failure of the Supplier to perform its obligations under this Agreement, CBL shall be entitled to terminate the Agreement by providing a 07 (seven) days prior notice and/or impose penalty as per Clause 09.

13.4 Consequences of Termination

Where this Agreement is terminated pursuant to this Clause, upon termination:-

- (a) CBL shall not be liable to make any payment to the Supplier from the date of termination except the unpaid bills which duly ordered & supplied by the Supplier before termination and shall be regarded as discharged from any further obligations under this Agreement;
 - (b) all documents containing Confidential Information and copies, equipments shall be returned to CBL as soon as practicable; and
 - (c) neither Party shall in any way exhibit any links or display any information that would lead any person to believe that CBL and the Supplier are linked or related in any manner.
- 13.5 The termination of this Agreement shall not prejudice the rights of CBL to sue for damages or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination.

CLAUSE 14: NOTICE

All notices, requests or communications between the parties under this Agreement shall be in the English language by letter signed by an authorized representative of the sending party, or by email or fax immediately confirmed in writing. All notices shall be deemed as validity served if mailed in the form of pre-paid registered letter, return receipt requested, to the following addresses;

For the Supplier:

Name:

Title:

Address:

Contact No.

Email:

Or such other address the Supplier as shall notify to CBL pursuant hereto

For CBL:

The City Bank Limited

Procurement Department

City Bank Center, 4th Floor

136, Gulshan Avenue, Gulshan-1

Dhaka-1212.

Or such other address CBL as shall notify to the Supplier pursuant hereto.

CLAUSE 15: FORCE MAJEURE

None of the Parties shall be responsible to the other party for delay, disruptions or non-performance of the agreed terms and conditions of this Agreement herein due to acts of God, act of government authorities, riots, wars, strikes, explosions, lock outs, exceptional inclement weather condition, civil commotion or other causes beyond the control of the Parties. The obligations of the Parties

under this Agreement shall be suspended for the period during which the extraordinary situation exists. If the force majeure situation exists for a continuous period of 60(sixty) days, CBL shall have the right to terminate this Agreement.

CLAUSE 16: GOVERNING LAW AND SETTLEMENT OF DISPUTE

- 16.1 This Agreement shall be governed by and construed in all respects according to the laws of Bangladesh.
- 16.2 All disputes relating to the terms & conditions of this Agreement shall be settled amicably between the two parties within 30 days. If the amicable settlement fails or that 30 days period expires without any settlement than that dispute shall be referred to arbitration in accordance with the provisions of the Arbitration act 2001 of Bangladesh. Each party shall appoint its own arbitrator and the arbitrator of the parties so appointed shall appoint a third arbitrator who shall be the chairman of the Arbitral Tribunal.

CLAUSE 17: INDEMNITY

- 17.1 The Supplier shall indemnify and keep CBL indemnified from and against all claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses, liability and expenses of any nature whatsoever suffered/incurred by or instituted against each party by any third party in connection with the Services.
- 17.2 The Supplier shall also indemnify in full (including legal costs) if authorities impose any levy, fine or charges on the CBL for breach of planning regulations or in the event Supplier erect, delivery, install items/equipments or provide services without necessary permission from the authorities.
- 17.3 The Supplier shall be liable for, and shall indemnify CBL against any liability, loss, claims or proceedings whatsoever arising in respect of any personal injuries to or the death of any person or in course of or caused by the carrying out of this Agreement.

CLAUSE 18: CONFIDENTIALITY

The Parties shall keep confidential all information that is received from any of the other parties or becomes known as a result of this Agreement. Information may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority. In that case, before transmitting information one party must inform in writing to other party about such requirement.

CLAUSE 19: SEVERABILITY

If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deleted from this Agreement and no longer incorporated herein but all other provisions of the Agreement shall continue as valid and enforceable.

CLAUSE 20: ENTIRE AGREEMENT

This Agreement hereto embodies the entire understanding between the Parties and there are no promises, terms, conditions or obligation, oral or written expressed or implied orally or in writing other than those contained herein.

CLAUSE 21: LANGUAGE

This Agreement has been executed in English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Agreement. All correspondence concerning the content of this Agreement shall be in English language.

CLAUSE 22: NON EXCLUSIVITY

This Agreement does not restrict CBL to enter into Agreements with other enterprises at any time for the same or similar purposes.

CLAUSE 23: WAIVER

Any delay, neglect or forbearance on the part of CBL in enforcing the Agreement against the Supplier shall not be deemed to be a waiver and shall not prejudice the right of such Party to enforce the Agreement.

IN WITNESSES WHEREOF the parties have caused this Agreement to be executed as of the day and the year first above written.

Signed for and on behalf of
The City Bank Limited

Signed for and on behalf of
[NAME OF THE SUPPLIER]

Witnesses:

1

1.

2

2.

ANNEX-1

DESCRIPTION OF THE ITEMS/EQUIPMENTS

The Supplier shall supply, deliver, install, test, commission and thereafter provide maintenance service during the warranty period of the following Item/Equipments-

Items/Equipments
Different type AC: Window Type Air Conditioners, Split Air Conditioners, Cassette Type Split Air Conditioners & Wall Mounted Air Conditioners and other associated items in City Bank premises nationwide.

DETAILS SCOPE AND TECHNICAL SPECIFICATION

SCOPE OF WORK

GENERAL

This Specification describes the scope of works, materials, product, supply and installation of AC for CBL. The Supplier shall furnish all labors, superintendent, materials, tools, equipments, storage, permits, certificate, drawing, temporary works and all necessary accessories, auxiliaries and incidentals to accomplish the work in proper, safe and skillful way to satisfy requirement of purchaser.

Site info

At City Bank premises countrywide

Product and Service Standard

The product shall be of as per the Technical Specification and Service Level Agreement (SLA)

Supply, Delivery, Commissioning, Test Run and Acceptance

Commissioning and test runs will have to be exclusively done by Supplier authorized Commissioning Engineer.

Responsibility Matrix

A brief responsibility matrix is given in the following table-

SL	Activity	Purchaser	Contractor
1	The requirement of Air conditioning design	/	
2	Technical survey for Design	/	
3	Preparation of Implementation planning with as-planned drawings and BOQ	/	
4	Ensure availability of As built information, as-built drawings etc.	/	
5	Project installation & commissioning		/
6	Service acceptance	/	
7	Commercial operation of the supplied project		/
8	System User Training		/
9	Maintenance report		/
10	Maintaining log book		/
11	Quarterly precautionary visit		/
12	Replace the supplied product(s) if it fails to provide support within warranty period		/
13	Rectify any unusual operation of Aircons during warranty and AMC period		/
14	Any construction works for Outdoor units		/
15	Power cable works		/
16	Any issues related to transport and lifting the product at site		/

Note: The above list is in brief but not limited to

Water Drain Pipe: The water of the AC must drain at suitable place. If no suitable place is found at nearby the unit water drain pipe may be lengthen. Drain pipe line up to 15 Rft shall be free of cost. If more than 15 Rft is required the Supplier will complete the job. The bill will be paid as per unit price of the item. Dressing of the drain pipe must be clamped properly. The holes required during drain pipe lying must be closed properly with cement. For drain line making, water grade PVC pipe of 3/4" diameter shall be used.

Wooden box making: In case if required the Supplier shall have to make wooden box inside the hole for the window type AC. Wooden box shall be made by "Garjan" wood of 1/2" thick.

Plain wooden frame making: For decoration plain wooden frame shall be required. The wooden frame shall be made by "Garjan" wood of 1/2" thick.

Sealing works: The Supplier shall fill the air gap after installation of window type AC.

Making hole for Window AC: If required to break the wall to make hole to install window AC, the Supplier shall do it. After making the hole, the Supplier will provide proper finishing works through sand, cement, brick, concrete, lime, wooden box etc. (Hole required for Split unit is under installation of split type AC)

Base Grill: For Split type AC the Supplier shall supply the base grill for Outdoor unit. The coating shall be rustproof and color shall be as like ODU.

Security Grill: For Split type AC the Supplier shall supply the security grill for Outdoor unit. The coating shall be rustproof and color shall be as like ODU. This security grill is required in specific sites.

Copper pipe: Copper pipe with proper insulation (aeroflex) up to Rft (Both suction and discharge) should be free of cost. If more than Rft is required the Supplier will complete the job. The bill will be paid as per unit price of the item. Dressing of the copper pipe with insulation must be clamped properly. The holes required during copper pipe laying must be sealed properly with sand, cement, painting etc

Electrical Works: During installation works PVC cable supply and laying of respective AC shall be free up to rft (all the line(s), neutral and earthing). If more than Rft is required the Supplier will complete the job. The bill will be paid as per unit price of the item. Dressing of the cable must be through the PVC channel. If Combined switch socket and / or MCB is required the Supplier shall supply and install at the approved unit rate.

Commissioning

Commissioning will have to be exclusively done by the Supplier's authorized Commissioning Engineer. Purchaser will ensure that his personnel involved are able to communicate with the Supplier's Commissioning Engineers in English/ Bengali language. And details commissioning sheet must be prepared and filled by the Supplier's commissioning engineers duly signed by him and project manager and hand over to Purchaser.

Test Run

Test Run will be performed to demonstrate reliability and achievement of performance guarantees of the continuous energy output from the solar module and associated auxiliaries under normal operation conditions. Once completed, the Supplier will call for a test run with Purchaser.

Performance Tests

Performance Tests shall be conducted to demonstrate achievement of contractual agreed performance guarantees for output. Performance Tests shall be done by Contractor in presence of Purchaser according to the design approved specific at ion, which is based on standard compliance. Measurements taken during Performance Tests have to be checked by both the Parties and shall be approved by Purchaser.

Acceptance

Acceptance Certificate shall be issued by Purchaser, once performance test is done successfully with all necessary paper documents dully signed by the project in- charge from the Supplier.

TECHNICAL SPECIFICATION DATA SHEET

Operation Voltage: The operation of the 1.5 T 2.0 T, 0.75 T) and 2.0 T shall be single phase ie. 220 Volts and 3.0 T (Split) and 5.0 T (Split) shall be 3 phase ie. 400 Volts. Minimum operating range must be +/- 10% of the normal operating voltage.

Control system: The window type AC shall be non remote type (**selector switch**) and the split type AC shall be remote controlled. Remote controller shall be mounted in a wall beside the AC unit.

Protection system: The units must have over voltage, under voltage, over heat and high & low pressure protection system.

Running conditions: The AC units must have the provision to run automatically when power comes after shutdown of the power authority.

Compressor: Hermetically sealed **Reciprocating** type.

Compressor capacity: If your brand does not have the exact capacity, Choose higher capacity model. Technical specification of compressor has to submit along with offer.

Automatic Air Swing: The units shall have automatic air swing system.

Technical Specification: The Supplier shall mention technical specification with require data in the following format:

Technical Data Sheet of Different Type AC

Sl. No.	Item Description	Supplier's Specification
1	Brand	
2	Model	
3	Country of origin	
4	Shipment from	
5	Capacity (BTU/Hour)	
6	Power supply	
7	Noise level (dBA)	
8	Starting Current	
9	Running Current	
10	Compressor Type (Rotary/Reciprocating)	
11	Washable air filter	
12	Operating ambient temperature (ODU)	
13	Dimension (HXWXD) in mm	
14	Required space to install (HXWXD) in mm	
15	Expansion valve (Thermostatic / Capillary)	
16	Overload protector	
17	Phase reversal protector	
18	Weight (kg)	
19	Power Consumption (Kw)	
20	ERR (Btu/H) (kW/kW)	
21	Air Circulation (CFM)	
22	Refrigenent	
23	Copper pipe including insulation.	
24	Drain pipe including insulation.	
25	Electrical wiring.	
26	Warranty	

ANNEXURE-2
Service Level Agreement (SLA)

1 **Service LEVEL SCOPES:** This SLA will be adopted for Air Conditioners service and maintenance in CBL office.

1.1 System Support

1.1.1 Technical Helpdesk

Key Performance Indicators		Performance Level
Availability		Within Warranty Period
Acknowledgement / Response Time	Critical	60 Minutes
	Non-critical	60 Minutes

Communication media: Phone/Email/SMS.

1.1.2 Technical Support

Service Level	Performance Level	
	Problem Classes	
	Critical	Non-critical
Availability	Within Warranty Period	Within Warranty Period
Resolve Time/ Complete Solution	12 Hour from acknowledgement time	48 Hours from acknowledgement time

2 **SEVERITY classification:**

2.1 Product Operation and Maintenance

Product Operation and Maintenance	
Critical	Non-Critical
Air Conditioner off and cannot run normally	Any notification alarm other than running of Air Conditioner

- 3 **Training:** Supplier shall provide on job training at site or any suitable place as per CBL requirement.
- 4 **Performance Review:** Performance review meeting will take place once per quarter.
- 5 **CONTACT:** Both parties will provide the contact numbers for communication/ Support/ escalation matrix.

ANNEXURE-3

CLAUSE-1: PRICE AND COST

S/I #	Item	Capacity Ton	Type	Unit of Measure (UoM)	Unit Price (BDT)
1	AC	1	Window	nos	
2	AC	1.5	Window	nos	
3	AC	2	Window	nos	
4	AC	2.5	Window	nos	

S/I #	Item	Capacity	Type	Unit of Measure (UoM)	Unit Price (BDT)
1	AC	1	Split (Wall)	nos	
2	AC	1.5	Split (Wall)	nos	
3	AC	2	Split (Wall)	nos	
4	AC	2.5	Split (Wall)	nos	
5	AC	3	Split (Wall)	nos	

S/I #	Item	Capacity	Type	Unit of Measure (UoM)	Unit Price (BDT)
1	AC	2	Split (Ceiling)	nos	
2	AC	2.5	Split (Ceiling)	nos	
3	AC	3	Split (Ceiling)	nos	
4	AC	3.5	Split (Ceiling)	nos	
5	AC	4	Split (Ceiling)	nos	
6	AC	4.5	Split (Ceiling)	nos	
7	AC	5	Split (Ceiling)	nos	
8	AC	5.5	Split (Ceiling)	nos	
9	AC	6	Split (Ceiling)	nos	
10	AC	6.5	Split (Ceiling)	nos	
11	AC	7	Split (Ceiling)	nos	

S/I #	Item	Capacity	Type	Unit of Measure (UoM)	Unit Price (BDT)
1	AC	1.5	Split (Cassette)	nos	
2	AC	2	Split (Cassette)	nos	
3	AC	2.5	Split (Cassette)	nos	
4	AC	3	Split (Cassette)	nos	
5	AC	3.5	Split (Cassette)	nos	
6	AC	4	Split (Cassette)	nos	
7	AC	4.5	Split (Cassette)	nos	
8	AC	5	Split (Cassette)	nos	
9	AC	5.5	Split (Cassette)	nos.	
10	AC	6	Split (Cassette)	nos.	

CLAUSE 2: METHOD OF ORDERING

- 2.1 The "Purchase/Work Order" will be issued as per the specification & rate mentioned in this Agreement.
- 2.2 The Supplier shall complete the delivery, installation work within 15 (fifteen) days from the date of acceptance of Purchase/Work Order.
- 2.3 The Supplier is obliged to ensure that the deliverables under this Agreement are of the highest quality and shall maintain a quality assurance system. CBL may at any time without prior notice perform inspection of the Supplier's quality assurance system.

CLAUSE-3 PAYMENT TERMS AND PERFORMANCE BOND

A. PAYMENT TERMS:

- 3.1 100% payment will be made by A/C payee cheque in favour of the Supplier after successfully completion of delivery, installation, testing & commissioning of ordered quantity and upon submission of Invoice, Delivery Challan, Acceptance Certificate, Warranty Certificate, and other necessary papers as required by CBL Finance Division subject to submission of 15% of PO value in the form of unconditional Bank Guarantee.
- 3.2 If any part of the invoice produced by the Supplier is taxable and the law requires CBL to deduct the Tax/VAT at source, CBL shall deduct the taxes, reduce the payment accordingly and deposit the deducted tax with the relevant authority.

3.3 BANK GUARANTEE

On receiving Purchase Order (PO) the Supplier must have to submit a Security Deposit in the form of unconditional Bank Guarantee within 10 (ten) calendar days amounting to 15% (fifteen percent) of the total value of the PO. The Performance Bond must have to remain valid till the warranty period of the Items/Equipments, shall be released upon completion of warranty period after adjusting CBL claims if any.

CBL shall not be liable to pay or credit any interest on such Performance Bond.