



TENDER ID	AHM202006011
DATE	26.06.2020

SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.
STATE BANK OF INDIA, 3RD FLOOR, LOCAL HEAD OFFICE, BHADRA,
LALDARWAJA, AHMEDABAD-380001

SBIIMS ON BEHALF OF SBI INVITES ONLINE SEALED TENDERS FOR PROPOSED ONE NO. SKILLED OPERATOR FOR OPERATION OF 1 NO. 400 TR CAPACITY SCREW CHILLER, 3 NOS. 86 TR CAPACITY RECIPROCATING TYPE CHILLER UNITS, 900 TR CAPACITY COOLING TOWER, 10 NOS. AHUs, 3 NOS CHILLER AND 3 NOS. CONDENSER PUMPS ETC. TO MAINTAIN COMFORTABLE TEMPERATURE INSIDE THE SBI, LHO BUILDING AT BHADRA, LALDARWAJA, AHMEDABAD-380 001

PART – A: TECHNICAL BID (COVER-A)

Name of Tenderer_____

Address_____

Due date of Submission



NOTICE INVITING TENDERS

SBIIMSPL on behalf of SBI invites sealed tenders for 1 no. operator for operation of 1 No. 400 TR capacity screw chiller centralised air-conditioning plant, 900 TR (300 TR X 3) capacity Cooling Tower, 3 Nos. Chillers and 3 Nos. Condenser pumps, 10 Nos. AHUs etc. in two cover system i.e. Cover-A (Technical Bid) and Cover-B (Price Bid) from the firms having experience in operation of 400 TR capacity Screw chillers, for maintaining comfortable temperature inside the Bank's Local Head Office Building at Bhadra, Laldarwaja, Ahmedabad.

The details of tender are as under:

Sr.No	Description	
1.	Name of work	1 No. operator for operation of 1 No. 400 TR capacity screw chiller centralised air-conditioning plant, 900 TR (300 TR X 3) capacity Cooling Tower, 3 Nos. Chillers and 3 Nos. Condenser pumps, 10 Nos. AHUs etc. in two cover system i.e. Cover-A (Technical Bid) and Cover-B (Price Bid) from the firms having experience in operation of 400 TR capacity Screw chillers, for maintaining comfortable temperature inside the Bank's Local Head Office Building at Bhadra, Laldarwaja, Ahmedabad.
2.	Nature of Work	Annual operation contract of Centralized Air-Conditioning Plant and related equipments at SBI LHO Building, Bhadra, Ahmedabad
3.	Tender processing fees	Rs. 1,000/- (Rupees. One Thousand Only) non-refundable to be deposited online by using SB Collect using Internet Banking LINK: https://sbi.co.in/web/sbi-in-the-news/procurement-news (Detailed flow chart about how to pay tender fees online mentioned below).



4.	Earnest Money Deposit	Interest free EMD of Rs.3,000/- (Three Thousand only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the date of issue of tender from any Nationalized/Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. payable at Ahmedabad.
5.	Start and end date for downloading of tender documents form Bank's website	26.06.2020 to 03.07.2020 at www.sbi.co.in under <Link> procurement news.
6.	Last date & time for submission of Technical bid, EMD, cost of tender document in cover "A" and Price bid in Cover "B" at address mentioned at Sr. No.7	03.07.2020 by 3.00 PM
7.	Address at which tender documents to be submitted	Circle Head & Vice President (Civil), SBI Infra Management Solutions Pvt. Ltd. Third Floor, SBI, LHO, Bhadra, Laldarwaja AHMEDABAD-380001
8.	Date and time of opening of Technical bid and Price bid at SBIIMS, Circle Office, Ahmedabad	03.07.2020 at 3:30 PM
9.	Validity of offer	90 days from the date of opening of Price-bid
10.	Security deposit	NIL



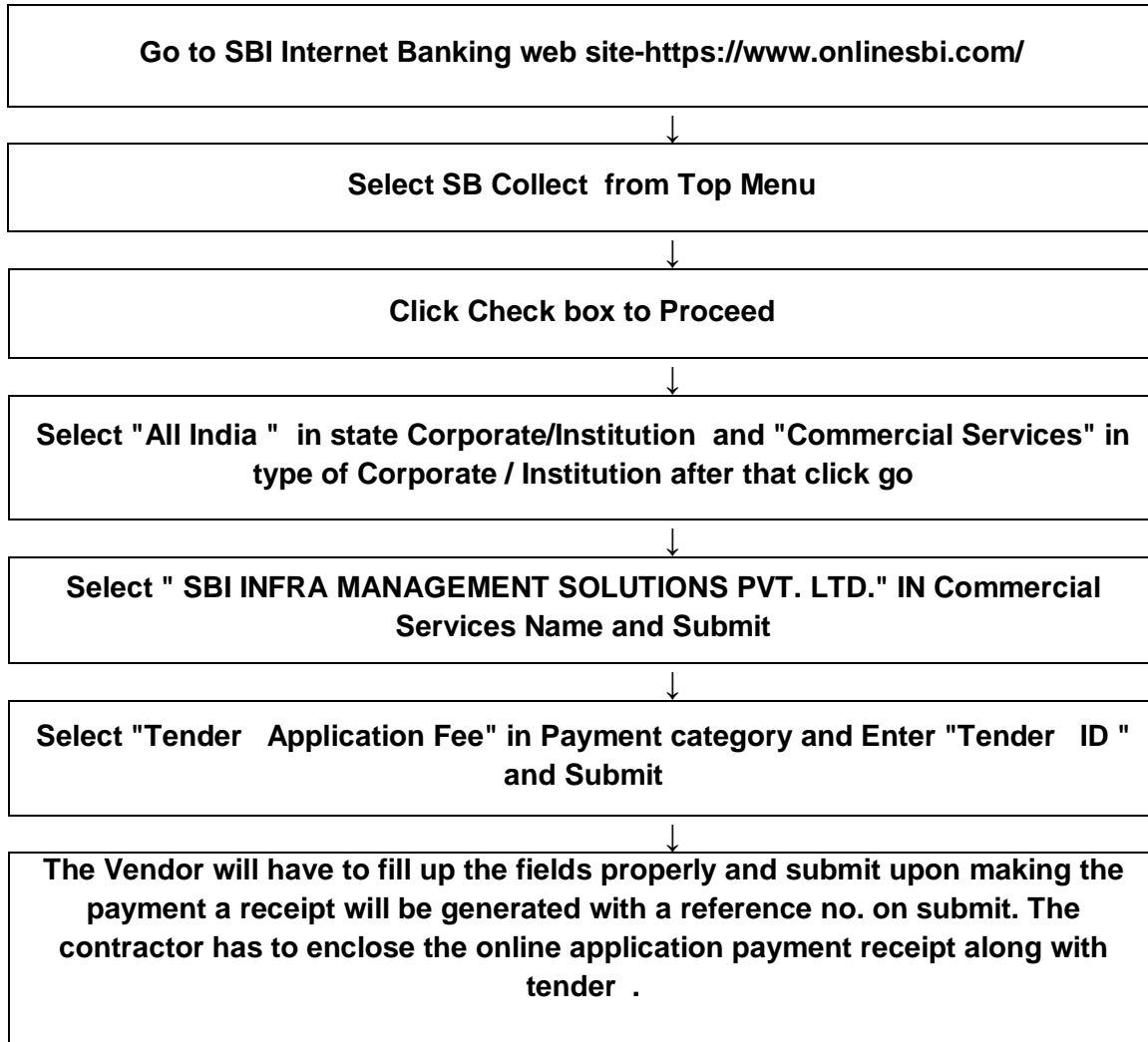
11. Tenders can be downloaded from the bank's website www.sbi.co.in (link) <Procurement News>. It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.
12. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.
13. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.
14. The SBIIMS Pvt. Ltd. reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
15. Tenders received without EMD and Cost of Tender Documents shall be summarily rejected and such tenders shall not be allowed to participate in the price bid opening process.
16. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
17. SBIIMS Pvt. Ltd. has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

Yours Faithfully,

Circle Head Vice President (Civil)



HOW TO MAKE ONLINE TENDER PROCESSING FEES





SBIIMSPL on behalf of SBI, LHO, Bhadra, Ahmedabad invites sealed tenders for providing 1 no. skilled category operator for operation of centralised air-conditioning plant and related equipments in two cover system i.e. Cover-A (Technical Bid) and Cover-B (Price Bid) from the firms having experience in operation of minimum 400 TR capacity Screw chillers, Cooling Tower, Chillers and Condenser pumps, AHUs etc. for maintaining comfortable temperature inside the Bank's Local Head Office Building at Bhadra, Laldarwaja, Ahmedabad.

A. Commercial Conditions

1). Sealed tenders are invited for 1 no. skilled operator for operation of centralized air-conditioning plant and related equipments for operation at Bank's Local Head Office building, Bhadra, Laldarwaja, Ahmedabad

2). **Eligibility Criteria:**

(i) Company/Firm or their employee having experience of minimum 5 years in undertaking similar work of operation of minimum 400 TR capacity centralized air-conditioning plant and related equipments in Central/State Government buildings, PSUs or in major Corporate Office.

References of clients/particulars of Bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executive/officials.

A tender submitted by a firm who is found to be not satisfying the above criteria, on scrutiny of supporting documents and further verification, will be rejected.

3). The SBIIMSPL reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore .The SBIIMSPL also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately. They are also requested to use the enclosed proforma only (and not to use their own format).

4). The Tenderers shall pay interest free Earnest Money a sum of Rs.3000/- (Rupees Three Thousand only) drawn in favour of SBI Infra



Management Solutions Pvt. Ltd. Payable at Ahmedabad through Demand Draft/Banker's Cheque issued by any scheduled bank. The Earnest Money Deposit of the successful tenderer shall be released after successful completion of contract period. However, EMD of remaining contractors shall be released within 30 days from the date of obtaining the financial approval from the SBI.

- 5). The monthly payment will be made by the State Bank of India, Premises and Estate Department, 3rd Floor, Bhadra, Ahmedabad .The contractor will have to submit monthly bill on actual number of days of deployment of the operator for operation of the ac plant.
- 6). The Tenderers shall give the names and postal addresses of their bankers , the full name and postal addresses of the clients to whom similar work has been carried out.
- 7). If the AC plant operator has not turned up to attend the AC plant due to any reason during operation of the Bank penalty of Rs.500/- per incident will be recovered from the sum due on the contractor. If in any month contractor fails to provide their services more than 2 days then Bank reserve its right to terminate the contract without assigning any reason.
- 8). Bank will not accept any liability for any mishap/accident caused to contractor's technician/staff while working in the Bank's premises. It is the responsibility of contractor's to take proper insurance covers for their staff working at site.
- 9). All tools required for satisfactory operation of the centralized air-conditioning plant shall be borne by the contractor. No extra payment will be made for the same.
- 10) The tender shall be initially valid for a period of one year subject to satisfactory performance and may be extended for further period of 2 years on mutual consent on the same terms and conditions except minimum wages.
- 11) The rates quoted shall be inclusive of all taxes ,duties, insurance etc. and shall remain firm for the entire period of contract (initial one year and further renewal after one year subject to satisfactory performance) and shall not be subjected to any variations of any other taxes ,levies ,duties etc. However, GST shall be paid extra as applicable as per actual.



- 12) **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying of this contract. This clause shall be held to include inter alia, any road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any legislature or otherwise and also in respect of any award or compensation or damage consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment /property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third



party in respect of



anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contractor at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising there from.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. The contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Workmen compensation policy.
2. Third party liability policy with the limits as under:
 - a. Rs.2,00,000/- per annum
 - b. Rs.1,00,000/- per occurrence

15. The contractor has to operate the plant on Sundays/holidays as per Bank's instructions and payment will be made on pro-rata basis as per



rate derived from the rate quoted by the firm.

Signature of the Contractor _____ Name of the Firm _____



B. Scope of Work

1. Operation contract of Central Screw Chiller Air Conditioning System (400TR) chilling unit. **Equipments covered under operation are as under:**

400 TR Screw chilling plant	- 1 No.	
86 TR Reciprocating type chilling plant Nos.		- 4
50HP Condenser Pump Sets	- 3 Nos.	
50HP Chilled water pump sets	- 3 Nos.	
300 TR Cooling Towers	- 3 Nos.	
Air Handling Units	-10 Nos.	
Electric panels and Boards installed for above equipments	- Lot	

(A) Scope of work covered under Operation Contract:-

The centralized Screw chiller air-conditioning plant and all related equipments are under annual maintenance contract with the original equipment manufacturers i.e. M/s Voltas Ltd. but the following below mentioned works to be carried out by the operator and during these activities if he observed any deficiency then he should immediately inform to the concerned engineer in-charge of the Bank.

1. Works to be attended on daily Basis are as under:-

- a) The readings of the suction and the discharge pressure, oil pressure, oil and gas level, suction and discharge pressure of pumps, voltage and amps etc. shall be checked and recorded in log books on hourly basis. Necessary action is to be taken if the readings are not normal.
- b) To check all the electrical motors and the bearings for abnormal noise/heating etc.
- c) To check the water levels in the makeup water tank and in the cooling tower.
- d) The inside and ambient conditions i.e. DB, WB & RH of all the AHU's shall be recorded twice in a day and show to the engineer incharge.



2. Works to be done on Weekly basis as under:

- a) To check the refrigeration system for leaks test and inform the Bank's engineer In-charge
- b) To dust off the inside of all electrical panels.
- c) To check lugs/thimbles/terminal points of the electrical motors, switches, starters, single phase preventers and the indication lights etc. and to take the remedial steps if required.
- d) To check the starter, control panel and indication lights etc. from inside.
- e) To check the alignment of all the belt driven equipments and to rectify if required.



3. Works to be done on monthly basis:

- a) To check the belt tension of AHU's installed on various floor and take corrective steps if required.
- b) To check the gland/seal, coupling of pumps and cooling towers.
- c) To check the solenoid valves, safety control and the interlocking of the various equipments.
- d) To clean all the strainers of the cooling tower and filters of all AHUs.

4. Works to be done on every three Months:

- a) To check and lubricate the bearings of the motors and to keep the proper record.
- b) To check the foundation bolts of the pumps and motors and inform RBI.
- c) To check starter overlap/trip coils for effectiveness of operation.
- d) To check condition of cooling tower blades fans rotations, fans and motor bearings and inform bank's engineer in charge for any abnormality.
- e) Check the makeup water consumption.
- f) Checking of the electrical contacts of various controls provided for the chiller packages.

5. Works to be carried out on as and when required basis:

- a) To replace the indication lamps, contractors, single phase preventers, switch fuses U bands, gauge and thermometer etc. as required.

B) Scope of work covered under preventive maintenance contract to be carried out at least twice in a year during shut down:-

The AC plant operator will inspect the work carried out by the Voltas Ltd. and report to the Bank's Engineer.

- 1. De-scaling with chemical and rodding of condensers.
- 2. Replacement of gasket condensers, Y-strainer, pot strainer etc.
- 3. Chemical cleaning of coils of air handing units.
- 4. Cleaning of nozzles, basins and louvers of cooling towers.



5. Replacement of damaged nozzles and fills in the cooling tower.
6. Servicing of switchgear of electrical panel.
7. Draining of water from pipeline and refilling the same with fresh water.
8. Greasing of bearings of motor and pumps.

All consumables like cleaning material, cotton waste, duster cloth etc. and minor material like nut bolts, washers/ screws shall be provided by the contractor and same shall be included in the scope of work.

All labour components to be provided by the contractor and same shall be included in the quoted rates for operation contract.

6. Staff to be deputed for the operation

- (i) On all working days -- from 9:00 AM to 5:00 PM or as per the instructions received from the Bank.

Operator - 1 No.

The contractor shall maintain a muster for the attendance of his staff which should be submitted to the Bank's engineer as and when required. The contractor must ensure that the staff deputed to the works are qualified and experienced. The contractor must maintain a record in respect of performance of their duties for fulfilment of contract requirement.



C. Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye- shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.



- I. **Minimum wages to the workman:** The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) for skilled category to be paid to the workmen. A certificate to that effect, on every month, to be submitted to the Bank along with the bill.
- II. **Labour License, ESI, PF:** The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, requirement of payment for ESI & provident fund and fulfill all the statutory requirements. Copy of EPF, ESIC, attendance sheet, Bank statement showing salary credited and pay slip must enclose alongwith monthly bill.
- III. **Force Majeure conditions (applicable during the currency of the contract period)** Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

IV. **Non-disclosure and Indemnity clause**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the 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 publish, or disclose ant 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 this 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.

V. Termination of Contract by the Employer

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove



materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or

- (iv) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

Place :

Date :
Tenderer

Seal and Signature of



ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 500/- or as per latest Govt. Rules)

ARTICLES OF AGREEMENT made the _____ date of _____ between
SBI herein after called" the employer" of the One Part and

WHEREAS the SBIIMS PVT.LTD. is desirous of
and has caused describing the work to be done to be prepared by the Bank's
Engineer.

AND WHERE AS the said Drawings numbered Nil
inclusive, the Specifications and the detailed scope of works have been
signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to
the Conditions set forth herein and to the Conditions set forth herein 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 Specifications and included in the Schedule of Quantities at the
respective rates therein set forth amounting to the sum as therein arrived at
our such other sum as shall become payable there under (hereinafter
referred to as "the said Contract Amount.)

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the 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 Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to 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 term "the Architects" in the said Conditions shall mean the Bank's Engineer, or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall



be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.

- 3) 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.
- 4) The scope of work, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 5) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- 6) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-conditioning 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 his work.
- 7) The SBIIMS Pvt. Ltd. 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.
- 8) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from the date of issue of formal work order as provided for in the said Conditions whichever is later
- 9) All payments by the SBI under this contract will be made only at Ahmedabad.
- 10) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Ahmedabad and only the courts in Ahmedabad shall have jurisdiction to determine the same.
- 11) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.



- 12) Initial contract will be for the period of one year from the date of approval by the SBI which may be renewed for the next two years on same terms & conditions except minimum wages subject to satisfactory services observed by the SBI.

IN WITNESS WHERE OF THE SBIIMS PVT. LTD. and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the (Employer)

hand of Shri _____

(Name and Designation) In the

(Signature of Employer)

presence of:

1) Shri /Smt. _____

(Signature of Witness)



Address _____

(Witness)

SIGNED AND DELIVERED by the
_By the (Contractor)

(Signature of Contractors)

in the presence of:

Shri/ Smt. _____

(Signature of Witness)

Address _____

(Witness)