

AGREEMENT  
BETWEEN

STATE BANK OF INDIA  
PREMISES & ESTATE DEPARTMENT,  
LOCAL HEAD OFFICE, BHADRA,  
AHMEDABAD.

AND

M/S

FOR

ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY SERVICES  
FOR THE PROPOSED CONSTRUCTION OF 30 FLATS FOR GMs & DGMs AND A PENT  
HOUSE FOR CGM HAVING ABOUT 1,00,000 Sq. ft. BUILT UP AREA AT GIFT CITY  
GANDHINAGAR, GUJARAT

Articles of Agreement made at AHMEDABAD on this ..... day of ..... Two thousand and Twenty one between State Bank of India, a Corporate body incorporated under the State Bank of India Act 1955 and having its corporate Office at State Bank Bhavan, Madam Cama Road, Mumbai-400021 hereinafter called the SBI represented through Asst. General Manager (P&E) (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include the successors and assigners) of the one part

AND

M/S

Proprietary/partnership firm/Private limited company/Public limited company and having its office at (hereinafter called the ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY SERVICES (APMCF) represented through ..... which expression shall include the present partners and also the partners from time to time as also their respective heirs, legal representatives, administrators and assigns of the other part.

Whereas the Bank intends to construct multy-storey buildings at Gandhinagar situated in GIFT CITY Gandhinagar (Gujarat), India and for the purpose, the intending APMCF were advised to submit applications in response to the Notice released on Bank's website on dt. .... Along with technical/price bid, terms and conditions of appointment etc. and brief notice in the newspapers dated .....

Whereas based on the design competition and subsequent techno commercial evaluation, M/s. ....

Were selected as ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY firm (APMCF) at their quoted professional fees of ..... % (percentage) of the actual project cost plus applicable service tax at actuals and their Scope of services mentioned in their technical bid and price bid is enclosed as Annexure-I, which is herewith referred to as assigned work.

Whereas an offer of appointment made to APMCF vide Bank's letter No. .... dated ..... has been duly accepted by APMCF which is enclosed as Annexure-II.

Whereas the scope of the services to be rendered by the APMCF has been explained in the technical bid (Annexure-I) under the heading Roles and Responsibilities.

Whereas in terms of technical bid a detailed agreement is to be executed between the Bank and APMCF and now this agreement witnessed as follows:-

1 The APMCF shall render the following services in connection with and in regard to the assigned works:

- (a) **Requirements and Preparation of Preliminary drawings** : Preparing sketch designs with alternative schemes (including carrying out necessary revisions till the sketch designs are finally approved by SBI) based on the designs/plans/proposals submitted in the design competition, making approximate project cost estimates i.e. block estimate based on built up area x plinth area rate per Sq. ft. and preparing reports on merits of the scheme high lighting the points such as permissible FAR/FSI, likely type of foundation required, structural design provisions to be made, planning norms/development rules of the statutory from whom the plans have to be got cleared and/or any other approvals/clearances to be obtained before commencement of work and how the same are met in the proposed layout, permissible and recommended basement areas and purpose, adequacy of available water sources for drinking, flushing adequacy of electric sources for lighting and Air-conditioning and other purposes, any alternative arrangements required to be made for water and electricity, type of drainage system, water storage and distribution arrangements, compound development, landscaping and adopting features and principles for Green buildings so that these become energy efficient with minimum use of scarce materials etc. and all incidentals and connected aspects thereto so as to enable SBI to take a decision on the sketch designs and scheme as a whole. Most of the features applicable for ‘Green building’ such as energy conservation, use of solar and other renewable sources of energy, recycling of waste water, rain water harvesting, use of natural light to the maximum extent etc. will have to be taken into account during planning, design and execution stages so that if SBI desires, the Building can be rated as Green building platinum standard:
- (b) **Submission of Drawings to Statutory Authorities** : After approval of the plans by SBI, the APMCF shall submit the required drawings to the (Municipal corporation/GIFT UDA) or any other local & State/Central Govt. Authority etc. as required and obtain its/their approvals.

**2. Preparation of Detailed Structural, ARCHITECTURAL and Services drawings and Estimates** : APMCF should submit the proposal for approval of the plans by the Municipal corporation/GIFT UDA or any other local/Govt. authority or any other empowered to approve under law/rules & regulations in force is processed, follow it up for its clearance, simultaneously and the APMCF shall prepare detailed ARCHITECTURAL, working drawings, making design calculations and drawings for foundation and other structural work of the building, making designs and drawings for normal sanitary, Water supply and electrical services and electrical services and also for any special installations like sewage treatment plant, fire fighting, telephone, public address system, computer installations, interior decoration, site preparation work etc. (as may be included/required by SBI in the ARCHITECTURAL services) meticulously working out technical specifications, bills of quantities and detailed cost estimates after briefing and discussing the amenities and finishes being proposed broadly with SBI. While the APMCF would be given full scope to make suggestions in the best interest of the said works, the APMCF shall amend/change the same suitable if so desired by SBI. The APMCF shall be responsible for inclusion of each and every item of the works/specifications required for completion of the project and the correctness of the quantities so as to ensure that variations are not beyond 5% on either side between actual quantities and the estimated quantities, as well as sanctioned project cost and actual cost in exceptional/rare cases. The APMCF shall get all these detailed drawings and cost estimates approved by SBI after making necessary changes/amendment etc. if so, desired by SBI.

**3. Preparation and Award of Tender** : Drawing up detailed tender documents for the various trades, complete with the Articles of the agreement, general, special and any other

conditions of contracts, specifications, drawings, schedules of quantities, the SBI's standard PVA clauses, lists of various tests to be conducted by the contractors or got done through laboratories for materials, works at site etc., theoretical/standard cement, steel consumption for various items of works, various insurance covers required time and progress charts and any other material necessary for completing the tender documents and getting them approved by SBI.

Assisting SBI in preparing select list of contractors i.e. short listing of contractors after scrutinizing the applications received in response to the press notice for pre-qualification of contractors and inspection of some of the works done by them with the approval of SBI. Assisting SBI inviting the tenders for various trades, preparing comparative statements and submitting the assessment reports and recommendations thereon to the SBI, assist SBI to conduct negotiations with the tenderers wherever necessary and after SBI's decision on the tenders and assigning if required, getting those executed between the concerned contractors and SBI including program of work within the stipulated time frame.

It is clearly understood that SBI shall at its absolute discretion may involve service of any site Engineer for day to day supervision and ensuring that the said works are being executed as per the plans and designs and specifications prepared by the APMCF and provided for in the contract agreement with the selected/appointed contractors for the various disciplines of the said works, monitoring of the project, checking the materials/works, getting various tests for materials and works done, correct measurement of the works, initial scrutiny of the contractor bills at site and making the recommendations to the APMCF. The Bank will be involving the said SITE Engineer in the project right from the beginning of the project, i.e. from the stages of soil exploration, prequalification of the contractors as the Bank's agency to remain fully associated with the project and day to day work.

The APMCF shall not whatsoever reason object to the said appointment of the Site Engineer for monitoring of the project at the site and assisting the Bank in scrutiny of the recommendations, reports, plans, estimates etc. received from the APMCF with a view to decisions in the matters at the Bank's end. It is expected that the APMCF and Site Engineer will work jointly as a team in good spirit with a view to getting the said works completed in the best possible manner and efficiently.

**4. Preparing landscape drawings :** Preparation of Landscape & planting of saplings, Horticulture and external development drawings for jogging track (if any), Swimming Pool (if any) and Recreational Features etc.

**5. Preparation of Contract Documents :** Preparing for the use of SBI, the contractors, PMC/and the Site Engineers/Bank's Engineer (if any appointed by SBI), required copies the contract documents of various documents of various trades including all drawings, specifications and other particular such further details and drawings as are necessary for the proper execution of the said works.

**6. Design and Specifications :** Assuring through the structural consultant full responsibility of correctness of structural and foundation design and design for all services and installations and soundness of the construction according to the said designs and specifications. To

assist SBI and provide all necessary information and details to SBI for proofing checking of the structural design by a reputed authorities like IIT, Gandhinagar, NIRMA UNIVERSITY AHMEDABAD/ L D COLLEGE OF ENGG Ahmedabad/ OR any other authority AS SELECTEDBY BANK/GIFT Authorities. Fees for such services shall be paid by SBI directly.

**7. Execution of the Project :** Assuming full responsibility of correctness of structural and foundation design and for all services and installations and soundness of the construction according to the said design and sections. Assuming full responsibility for the overall supervision and proper and timely execution of the said works by all the contactors and sub-contractors, specialists, consultants, technical advisor etc. that may be engaged from time to time as defined in the conditions of engagement referred below by following up the matter closely. Appointment of the site Engineer by the Bank and their presence at site and involvement in the work shall not absolve the APMCF in any manner from those responsibilities. The role of the site Engineer will be as an agent of the Bank employed for austere the Bank for efficient execution of the project at site. The APMCF will have right to oversee, differ with the site Engineer's opinion in regard to the quality, measurement, rates of part/substituted/extra items etc. without affecting the Bank's interest. However, in the event of any dispute/differences arising out due to difference between the opinion of the site Engineer and the APMCFs, the Bank's decision shall be final.

Normally, the work rejected by the Site Engineer or the rates and/or quantities reduced by them shall not be disputed by the APMCF. However, if they differ with the decisions of site Engineer in this regard, they have right to make recommendations/suggestions to the Bank for the Bank's consideration and pending the Bank's decision on such points, the APMCF shall issue the interim payment certificates as recommended by the site Engineer. On getting the Bank's decision on such points the APMCF can give effect to the same may be necessary in the bills to follow thereafter. The APMCF will have, however, a right to reject the works accepted by the site Engineer if in their opinion they are not satisfied with the quality or execution of the same as expected by them but by clarifying the specific reasons in writing to do so to the Bank under a copy of the advice to the site Engineer and Bank's decision in this regard will be final.

Checking of measurement of works at site, checking of bills issuing certificates for the payment and passing and certifying accounts so as to enable the Bank to make payments to the contractors and making adjustments of all accounts between the contractors and Bank. The APMCF shall assume full responsibility of the entire project, the correctness of the payment certified by them. Time limit for verification and certification of bills by APMCF shall be as under. (failing which the APMCF may be penalized)

- Running bill within 15 days
  - Final bill within three month
- Submitting report to the Bank after verification the account of cement and other important materials as Bank may specify and certify the quantities utilized in the works.

The APMCF shall supervise and manage the said project in most professional and efficient Manner to further the interest of SBI and protect the same in all circumstances and use best of their professional skills and judgement for the said purpose. APMCF shall do all acts and things necessary to sustain the trust and confidence reposed in it by SBI under this agreement.

**8. Monitoring and Co-ordination of the Project** : Programming, planning, monitoring, follow up action, supervision, measurement of Civil, Electrical, air-conditioning, lifts, sanitary, water supply, fire protection, roads, site developments works and any other work required in the Project as a whole, scrutiny of bills, preparation of variation statement, arranging various tests on materials/works, through the contractors, arranging meetings, preparation of Minutes of Meeting (MOM) after every site meeting and circulating to all the concerned and follow up, maintaining various registers and checklists as mentioned by SBI, coordination of the works of various agencies and all other incidental works thereto.

APMCF is expected to

- Improve the performance of the project components,
- Effect economy in cost
- Monitor, control and expedite progress with particular attention to construction techniques, durability of permanent components, water tightness of roofs, walls and sanitary block etc.
- Help in improving construction quality, surveillance, technical audit and quality control Arranging and attending periodical and emergency joint meetings of Joint Project Committee (JPV), consultants, contractors etc. and develop project schedules for both management and working level us and co-ordination of the works of the "Construction agencies" including that of with SBI's estimates and construction schedules.

**9. Supervision of the Project** : Day to day supervision and ensuring that the said works are being executed as per the plans and designs and specification provided for in the contract agreements with the selected/appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials/works, getting various tests for materials and works done (cost of material testing not included in fees), correct measurements of the works right from the beginning from the stages of soil exploration, prequalification of the contractors as the SBI's agency to remain fully associated with the project and day to day work.

For the purpose of supervision and site activities, the APMCF shall employ or engage suitably qualified and experienced engineers and overseers of adequate number at their own cost from the project fees payable to them stated under Scale of Charges. Without prejudice to this, the APMCF agrees that it shall deploy the following minimum staff at the site.

- One Project-in-Charge for over all control, coordination and liaison purposed to be stationed at the site, He shall have minimum 15 years field experience after graduation.
- Required no. of full time qualified Civil Engineers for proper supervision measurement, scrutiny of the bills, testing and quantity control. Each of them shall have a minimum of 5 years field experience.
- Minimum one Electrical Engineer to supervise electrical works. He shall have a minimum of 5 years field experience in electrical related Electro-Mechanical works, public address system, fire-fighting & pumps control etc.
- For other specialized works they may appoint such other full or part time technical staff as may be required during the execution of those works with the consent of the Bank.

The above requirements are only illustrative and not exhaustive. However, more engineers and other categories of staff shall be deployed as may be considered necessary by the APMCF for satisfactory management of the entire project for satisfactory supervision and coordination. It is specifically agreed that SBI shall have no responsibility for any staff/officers/Engineers/workmen engaged by the APMCF and the said APMCF alone shall be responsible as their Employer. They shall not be the employees of SBI at any point of time and there shall be no employer-employee

relationship between SBI and those persons employed by APMCF for any purpose whatsoever. The APMCF shall comply with all the Laws and Regulations regarding employing such persons.

SBI may at its discretion and its own cost employ service of any site Engineers/SBI's Engineer on SBI's behalf for ensuring that the said works are being executed as per the plans and designs and specifications prepared by the APMCF and approved for in the contract agreement with the selected/appointed contractors for various disciplines of the said works, monitoring of the project, checking the materials/works, getting various tests for materials and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to SBI.

SBI may involve such site Engineer/s employed by it in the project right from the beginning of the project i.e. from the stages of soil exploration prequalification of the contractors as the site Engineers/s to remain fully associated with the project and day to day work.

The APMCF shall not whatsoever reason object to the said appointment of the site Engineer/s by SBI for monitoring of the project at site and assisting SBI in scrutiny of the recommendations, reports, plans, estimates etc. received from the APMCF with a view to take decisions in the matters at SBI's end. It is expected that the APMCF and the site Engineer/s/SBI's Engineer (if appointed by SBI), work jointly as a team in good spirit with a view to getting the said works completed in best possible manner efficiently and expeditiously.

Appointment of the site Engineers/s/SBI's Engineer by SBI and their presence at site and involvement in the work shall not absolve the APMCF in any manner from those responsibilities. The role of the site/SBI's Engineers will be as an agent of SBI employed for assisting SBI for efficient execution of the project at Site. The APMCF will have right to oversee, differ with the site Engineer/s opinion in regard to the quality, measurement, rates of part/substituted/extra items etc. without affecting SBI's interest. However, in the event of any dispute arising out due to difference between the opinion of the site Engineers/s/SBI's Engineer and the APMCF, the decision of SBI's shall be final and binding on the APMCF (and the site Engineer/s/SBI's Engineer as well).

The APMCF shall supervise the work and also record the measurement of various items of works and check the field working drawings like field level schedule, placement of reinforcement etc. as per the approved drawings jointly with the contractor or his representative.

For day to day execution and supervision of the fieldwork, the APMCF shall employ such strength of qualified and other staff as would enable clear control over the work subject to the minimum staff in clause 9 herein above.

**10. Tracking of the Project :** Prepare and Update the project schedule for SBI from time to time in MS project or using equivalent tool and generate detailed working schedules for all activities of project, including realistic activity sequences and durations, processing of the drawings issued identifying bottlenecks and incorporating remedial measures to make up lost time, if any.

They shall prepare, check, monitor fortnightly and monthly programs of work and submit a copy thereof to the Asstt. General Manager (P&E) of SBI along with progress reports for the previous highlighting delays tracking of delay (if any) and suggestions and implement remedial actions

necessary for making up the lost time along with technical directions and procedure wherever necessary for achieving the same.

To check MS Project/PERT/BAR networks chart prepared by the contractors for project programming and progress control and keep constant check on various activities and coordinate with various agencies to get the project completed on time and within the budgeted costs. These charts will also be updated. APMCF shall also suggest suitable remedial actions to be taken to clear bottlenecks/delays/loss of progressively and promptly.

**11. Checking of Measurements and Bill Certification :** The certification of all the bills shall be done by the authorized engineer of the APMCF as approved by SBI after thorough checking of all the quantities, items and rated as per the actuals at site, as per tender and recommendations therefore shall be made to the SBI. Issuing certificates for payment and passing and certifying accounts so as to enable the SBI to make payments to the contractors and making adjustments to all accounts between the contractors and SBI.

APMCF shall recommend to the SBI, bills for the accuracy for quantity and quality of the items of works for payment to the contractors after amending the rates claimed by the contractors wherever necessary in their opinion. The APMCF shall assume full responsibility of the entire project, correctness of each and every measurement and the payment certified by them.

**12. Co-ordinations required for the Project :**

- (a) Co-ordination with all contracting agencies
- (b) APMCF shall review, audit and ensure systematic and timely supply of drawings, estimates, and work orders as [er the conditions of contract entered into with various contractors by SBI by necessary communications in writing as well as by holding discussion in advance with the SBI for this project. They shall maintain daily record of receipt of plans/designs, Transmittals and other details as required from time to time and issue of the same to the concerned contractors and present such documents to SBI from time to time as and when required.
- (c) The APMCF shall fully supervise the various works at the site including scaffolding, form works etc. and ensure complete quality of the work at the site, including materials incorporated in the work and effect measures to get the works completed without any time and cost overrun.
- (d) APMCF shall provide constant day to day technical supervision over the interior/building services/installation work which are within the scope of their contract with SBI, including recording of measurements as and when necessary scrutiny and certification of contractor's bills for making recommendations to SBI, review and monitoring of materials supply, storage and utilization so as to ensure requisition and procurement of the same on time (by the contractors) and conforming to approved specifications and standards.
- (e) Ensure that the extra items/quantities of items are not executed until and unless the same have been approved by SBI and maintain necessary site records for the same as soon as the same is envisaged.
- (f) APMCF shall also approve materials after the contractors carry out tests on the same as stated in tender and or as per approved procedures and standards laid down in the tender and maintain adequate records thereof. They shall maintain genuine hindrance register, record of site meetings and issuing minutes of meetings, recommendations of applications for time extension to the contractors, scrutiny and recommendations for rates of extra items, scrutiny of the contractor's claims under PVA Clauses if any for labour and materials as provided in the agreement and prepare quantity variations

statement, ensure quality control of materials and workmanship and detailed scrutiny/checking for running/final bills and prepare the statement of theoretical estimated and actual consumption of materials if any as per specification and schedules laid down in the relevant contracts.

- (g) Ensure that essential gauges, instruments are in order for testing. APMCF shall maintain necessary site records and obtain data in support of the same. They shall arrange to carry out field and laboratory tests through the contractor on materials of constructions as well as partly or complete erected structures etc. if required and maintain adequate records thereof.
- (h) Suggesting modifications, if any, due to site conditions and advising regarding cost variations on account of extra items and excess quantities during the progress of works.
- (i) Rendering generally all technical services at site as may in anyway relate to or arise out of the construction of the said works.
- (j) Rendering to SBI every assistance, guidance or advice on any matter concerning the technical aspect of the project.

13. **Material Reconciliation** : Submit report to SBI after verification the account of cement, steel and other important materials as SBI may specify.

14. **Power Reconciliation** : The APMCF will have to study the existing as well as future power requirement/load & the same is to be arranged from the GIFT CL/State/Central/Local Electricity Authority/Board such as TORRENT or any other Authority/Board connected in the matter for which APMCF will render necessary assistance in calculating the load using good offices etc. with concerned authorities.

15. **Appearing before Statutory Authorities** :

- (i) Effect coordination with the consultants, other contracting agencies and local authorities like GIFT CL etc.
- (ii) Render all assistance as may be required from the project site to SBI for obtaining necessary certificates from the local authorities from commencement of the project till the occupation of the buildings
- (iii) Replies given to CTE's/CVO of the SBI on the project till finally accepted by the CTE of CVC/CVO of the SBI.
- (iv) To work for amicable conciliator in the event of disputes arising between the Contractors engaged in the project and SBI
- (v) Advise SBI with regard to extra claims or disputed, Chief Technical Examiner's observations, arbitration cases between SBI and the contractors, if any and assist SBI in case of any dispute till the cases are resolved either by mutual discussion, reconciliation or through Arbitration or Court, as the case may be.

16. **Obtaining of Occupancy Certificate** : Obtaining final building occupation certificate, completion certificate from GIFT CL/or any other civic authorities for occupation of the building and obtaining refund of deposit, if any, made by SBI to the GIFT CL/any civil authority or any other authority. APMCF shall also be fully responsible for obtaining all other NOCs like those of Fire, Aviation, lift and any other departments/offices of Govt./Semi Govt./Public Bodies in connection with getting approvals to the plans, commencement of works, completion of works etc.

17. **Defect Liability Period** : effect complete administration and management of construction, supply and installation of plant & machinery equipments, lifts, firefighting arrangements etc. pertaining to the project contract till expiry of the defects liability



period as indicated in the building contract and till payment of final dues to the contractors are made.

**18. Hand Over of Certificates/Documents:** On completion of construction of work, APMCF has to obtain & bring all certificates connected with occupation of the building such as occupation certificates, fire clearance certificate, electrical connection, water connection, gas connection etc. from the different statutory authority / Board. Collect and deliver to SBI any specific written warrantee/s or guarantee/s given by Specialist firms / Suppliers / Manufacturers including all required trade contractors, insurance policies, performance guarantees and warranties.

**As Built Drawings:** APMCF shall on the completion of the work, supply to SBI free of cost two sets of 1: 100 scale drawings (one of which shall be in tracing cloth), two complete sets of structural drawings and two sets of drawings sufficiently showing the main lines of water and drainage pipes, electrical installation and other essential services and also an inventory of all fittings and fixtures in the building. In addition, APMCF shall also supply one complete set of drawings in Auto CAD and also shall provide soft copies of drawings in pen drive or CD/DVD. APMCF shall, if so required by SBI, supply extra copies of all such drawings and the cost of such extra copies shall be reimbursed by SBI to the APMCF

**20(1). Any other service** connected with the said works usually and normally rendered by APMCF and not included in any of the items referred to above will also be provided by the APMCF.

**20(2). Conditions of Engagement:**

- a. During the preliminary stage, APMCF shall visit the site, collect all the relevant data, take site particulars, ascertain local authority's building byelaws, prevailing prices for building materials and labour wages etc. and forward the same to SBI also. APMCF shall arrange, if required, for preparing a surveyed site plan and for necessary soil investigations like trial bores or test pits, load bearing test or other soil tests as may be required and submit their report to SBI. The cost of survey of site and carrying out soil investigations, various tests shall be borne by SBI.
- b. APMCF shall submit to SBI the sketch plans, detailed plans, cost estimates, tender documents etc. within the period stipulated in the schedule.
- c. APMCF shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work being executed by the contractors under day to day supervision in accordance with the Architectural working drawings and the finishes etc. In the event of their finding out/ observing any deviations therefrom, they shall immediately bring it to the notice of the Site Engineers/ Contractors at the site and write to the contractors for the same. All such letters addressed to the contractors by the APMCF shall be routed, technical / administrative / contractual difficulty in following the APMCF's directions, APMCF should first talk to SBI before the APMCF's letter reach to the contractor's of-

face. Simultaneously, copies of all such correspondence shall be sent to SBI by the APMCF. APMCF shall be responsible for getting implemented / executed the project work through the appointed contractors as per the detailed ARCHITECTURAL and structural drawings and as per the provisions made in the accepted tender/s. APMCF is authorized by SBI to talk / instruct / write directly to the contractors / their representatives during the progress of the work and till settlement of the final dues of the contractor as long as those pertain to specifications, quality, measurements, drawings, progress of the works as provided in the respective contractors' contract agreement. APMCF are required to closely follow - up and keep account of the progress of the works and arrange to solve bottlenecks if any. They are authorized to write to contractors about time lag in the project works and suggest improvement / course of action for their consideration. Similarly, the Contractor will be authorized to write to the APMCF about their requirements from APMCF e.g. drawing details, clarifications, contract agreement copies and bring to their notice the discrepancies etc. if any. APMCF shall endorse the copies of all their correspondence with the Contractors and to SBI.

APMCF shall have right to stop bad / defective work or the work which is not as per the tender items / drawings. APMCF will have right to ask the contractors to remove / demolish disapproved / rejected materials / works. Only where the contractors disagree of the same they will refer the matter to SBI for further instructions and the same are binding on them.

APMCF's overall responsibility will continue during the defect liability period to see that the contractors are persuaded to get the defects rectified. If any, removed by the contractors and they shall give a "No Objection Certificate" at the end of the defect liability period to the contractors.

- (d) APMCF shall co-ordinate all his activities during the detailed planning and tendering stage and shall prepare a comprehensive programme of work with SBI and the contractor's and other consultants, if any, and arrange to have the work completed in an expeditious manner and in accordance with the programme drawn up. For this purpose the APMCF shall attend the weekly / fortnightly joint meetings with SBI, all the concerned consultant, contractors / sub-contractors and prepare minutes of the discussion / instructions at such meetings with a view to co-ordinate the work of the various contractors / sub-contractors and avoid delays.

(e) **Project Co-ordination Committee**

- (1) The parties hereto agree that the following shall constitute the Joint Project Committee (hereinafter referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the APMCF and other Consultants/ Contractors engaged in the execution of the project.

Astt. General Manager (P&E), SBI, who shall be the Chairman of the Committee.

- (ii) AGM(Civil)/Chief Manager (Civil), SBI as Secretary.
  - (iii) Bank's Engineers (Civil & Electrical) in charge of this project, as may be nominated by the AGM (P&E) as Members:
  - (iv) Concerned proprietor/partner/director of the APMCF / Project Manager and their Resident APMCFs as members.
- (2) The Secretary of the Committee may convene the meetings of SBI, APMCF and the concerned Contractors / Consultants at such regular intervals or frequently as may be instructed by the Chairman of the JPC and shall record and circulate to all concerned the decisions of the JPC for implementation/ information as may be applicable.
- (3) APMCF  
shall keep the Chairman of the Committee informed relating to implementation of the JPC's decision and also the usual progress reports of the Project work fortnightly.
- (4) It is clarified  
that day to day supervision, programming of the works and coordination of various activities, quality control, measuring and recording the actual quantity of work, their correctness, ensuring that the work is being executed as per tender specifications and drawings, pointing out of any discrepancy therein forthwith to the contractors after taking SBI into confidence will be responsibility of the APMCF and the APMCF will oversee all these activities and follow up with the contractors, through their Resident Engineer at site to ensure timely and quality work as provided in the agreement.
- (f) APMCF shall not make any deviation, alteration, omission from the approved design / plans without the written consent of SBI. APMCF shall not also undertake, execute or carry out any variations or extra items of works in excess of Rs.25,000/- (Rupees twenty five thousand only) or such amount as SBI may expressly authorize by separate letter. All variations and extra items allowed within the discretion of the

APMCFs as well as costing Rs.10,000/(Rupees ten thousand only) and above or the amount authorized shall be referred to SBI together with the reasons for making such deviations and by furnishing an analysis of the extra cost involved thereby. All orders given to the contractors by the APMCF for any authorized deviations from the contract documents shall be in writing and variations orders incorporating the rates and quantities of extra work and omitted items of work in respect of all deviations shall be issued within a fortnight from the date of issue of instructions for deviations but after getting SBI's approval. APMCF shall on no account permit the contractors to include

cost of variations or extra items of work in the running bill or certify the payments for such variations or extra items till the rates therefore are accepted by SBI. In case of any additions or variations above Rs.25,000/- are carried out without the prior approval of SBI, the SBI shall not be liable to pay the contractors for such additions and variations and the APMCFs shall also not be entitled as a right to claim fees for such additional or deviated items of works.

- (g) APMCF's representative at site shall remain in daily contact with the contractor and ascertain in from them whether any excesses over sanctioned cost is anticipated and / or has already occurred. APMCF shall immediately report the same to SBI with adequate justification for the same and obtain SBI's approval thereto. Also, as and when required, the APMCF shall also prepare a revised cost estimate for SBI's approval.

(h) APMCF shall, within the fees mentioned in clause 5 below, engage a qualified :- (i) Structural Consultants / Engineer (ii) Electrical Consultants / Engineers (iii) Sanitary and Plumbing / Public Health Consultants/ Engineer and (iv) Consultants for related services required for installation of AC (Split / window), lifts, generators and firefighting installations, consultants for planning & implementation of green building initiative / concepts, landscaping, interior works etc. to assist them in their works. The remuneration, fees of Project-In-Charge and his required assistants / consultants / Engineers appointed shall be paid by the APMCF who shall also be responsible for all the work, actions, omissions, etc. of any such Project-In-Charge and his assistants / Consultants / Engineers.

- (i) Scrutiny/ certifications /recommendations/ of the contractors' running bills by the APMCF and payments by SBI: APMCF shall certify the running bills of the contractors within 15 working days from the date of receipt of the same from the contractors. To avoid delays in payments of running bills of the contractors, the joint measurements of the executed works by the authorized engineers of the contractors are required to be recorded from time to time by respective engineers of APMCF jointly with the contractor soon after execution as also arithmetic calculations etc. are also required to be done soon thereafter and except for summary of quantities under various items of the works, the measurement work should stand updated so that the recommendations from the APMCF on each such running bill can reach within 15 days to SBI. The Project-In-charge should ensure accordingly.

APMCF should ensure that the disputed / rejected works and the works not sanctioned by SBI are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of SBI, the rates quoted by them are not more than the reasonable in case of .partly done / substituted / extra items and not more than tendered rates in case of completed tender items, various recoveries / deductions from the bills are properly effected, other recoveries made up to the last running bill in case of each contractor by SBI are ascertained from SBI and are given *effect* in the running bill so as to minimize further corrections at SBI's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by SBI to the

contractors. APMCF shall be responsible for the corrections of the individual measurement, calculations etc. APMCF should also satisfy themselves through their

Project-In-Charge that there is no duplication of the measurements and recording of the work done is under proper tender items. The Project-In-Charge or his assistant at the site shall remain associated with the concerned contractors at the time of joint measurements to satisfy him about what work is being measured and under that tender items.

(j) APMCF shall take all necessary precautions and perform all their duties before and during the progress of the work to bring about completion of the work as may be entrusted to them including determining claims of the contractors due to fault or delay caused by them or their staff, on which question the decision of SBI, is final and binding on the APMCF. APMCF shall pay SBI adequate damages for losses caused to SBI for delay on their part in carrying out the terms of this contract. This is to subject liability of APMCF on this account being limited to an amount equal to 10% of total fees.

(k) If the work of construction of any one or more of the civil engineering works or other works therein be substantially . interrupted by force majeure or by reasons of any orders in writing issued by Employer/ Bank stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of SBI in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the firm shall not be liable in any way for the consequent delay in the completion of such work.

(l) Whenever the work is examined by the Chief Technical Examiner Organization (CTEO) of the Central Vigilance Commission / Chief Vigilance Officer (CVO) of SBI and if they bring to the notice of SBI any defective or substandard work or any irregular / excessive payments the APMCF shall take necessary action to get the defect rectified and / or to recover the irregular payments. They may bring such matters in writing to the notice of the concerned contractors by putting the correspondence / their letters to take immediate action to get the matters set right and report back for compliance. APMCF shall assist SBI and shall send suitable reply to the CTEO's/ CVO's queries in shortest possible time. In case of any disputes with the contractor (s) or disputes arising out of the said project execution as well in the matter of arbitration (either initiated by the contractors or SBI) pertaining to this project, the APMCF shall, assist SBI from time by drafting suitable replies in consultation with the legal advisers to protect the interest of SBI.

(m) APMCF shall not during the period of their assignment and thereafter till the satisfactory completion of the work give any advice regarding the construction of this work in particular to intending contractors who would tender and undertake this work or any other agency gainfully concerned with this work

### **20(3). Termination of Agreement**

(a) The agreement herein in may be terminated at any time by either party by giving a written notice of 60 days by the other party. Even after the termination of their contract, the APMCF shall remain liable and shall be responsible for the certification / approval of

any bills submitted by the contractors at any time, in respect of the work executed before the termination of contract of the APMCF and shall be liable for the consequences thereof on account of any excess / wrong payment, if any, certified / recommended by the APMCF for payments to the contractors, on for the payment of damages mentioned in above paragraph .

- (b) If the APMCF close their business or the company, partnership firm stands dissolved due to provisions, if any, in partnership agreement of the firm in the event of death of one or more partners die or become incapacitated from acting as such APMCF and firm is not reconstituted , then the Agreement shall stand terminated, subject to the clause 3(a) herein above.
- (c) (i) If the APMCF fail to adhere to the time schedule stipulated in the schedule hereto annexure or the extended time which may be granted by SBI in his sole discretion or  
(ii) In case there is any change in the constitution of the company / firm of the APMCF for any reason whatsoever, SBI shall be entitled to terminate this agreement without giving notice and entrust the work to some other APMCF.
- (d) In case of termination under sub-clause (a), (b) or (c) above, the APMCF shall not be entitled to fees or compensation except the fees payable to them for the work actually done and as per the provisions in this agreement subject to a nominal deduction of 10% of the fees payable against unfinished / balance work to them being recovered to cover the expenses (to some extent) required to be incurred by SBI for engaging services of another APMCF for carrying out remaining / balance work. In such cases the decision of SBI as to what is the work actually done and what is, the amount of the fees due to the APMCF on the basis of actual and as per the provision in this agreement shall be final and binding on the APMCF.
- (e) In case of the termination under sub-clauses (a), (b) or (c) above, SBI may make use of all or any drawings, estimates or other documents prepared by the APMCF after a reasonable payment for the services of the APMCF for preparation of the same in full as provided herein ..
- (f) If the APMCF fails to perform any of its obligations under this agreement, SBI may terminate the services of the APMCF with such other action as may be available in law during which period the APMCF fails to perform such obligations, make good such deficiencies.
- (g) If the APMCF is adjudged as bankrupt, or if they make a general assignment for the benefit of its creditors or if a receiver is appointed on account of their insolvency or persistently disregards law, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of provisions of the agreement then SBI may terminate the services of the APMCF with a notice of winding up within a period of **15 days** without prejudice to any right or remedy and after giving

the firm and his surety, if any, seven days written notice, during which period

APMCF fail to cure the violation, terminate the services of the APMCF with a notice of winding up within a period 7 days and take possession of the site and may finish the project by whatever method they may deem expedite. In such case, the APMCF shall not be entitled to receive any further payment, if due at the time of termination, until the project is finished nor shall be relieved from his obligations assumed under these articles of agreement.

## 20 (4) Transfer of Interests

(i) The APMCF shall not assign, sublet or transfer their interest in this agreement, without the prior written consent of SBI.

(ii) Whether the firm is partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the prior approval of SBI.

## 20(5). Scale of Charges

- (a) SBI shall pay to the APMCF as remuneration for the services to be rendered by the APMCF in relation to the said works, and in particular for the services herein before mentioned, a fees calculated at the rate of % ( percent) plus service tax as applicable of the actual project cost for the ARCHITECTURAL services & project management consultancy/ supervision, thus totaling as indicated in sub-clause (c) of this clause plus GST as applicable.
- (b) If SBI appoints independent consultant/s for the work pertaining to special installations like air-conditioning, wet-risers etc., the APMCF shall not be paid any fees on the total value of such installations. Similarly no fee is payable on the cost of equipments for air-conditioning, lifts, computers etc. and bought out items such as chairs, sofa etc. (if any ) supply of which is directly arranged by SBI.
- (c) APMCF shall be paid fees referred to above in the manner laid down in clause 20(6) below, in respect of the preparation of plans, drawing up of estimates, specifications, prequalification of contractors, calling of tenders etc. up to the stage the work is done by them on the value of works estimated by the Bank initially or on the basis of approved tender for various works. However, SBI shall be entitled to adjustments subsequently on the basis of actual cost of executed works so that the total fee payable to the APMCF does not exceed the aggregate of the percentages referred to in sub-clause (a) above on the value of the actual executed works . including variations due to increase or decrease in the scope of the work authorized by SBI. SBI shall have the liberty to omit or postpone or not to execute any work and the APMCF shall not be entitled to any compensation or damages for such omission or postponement, or non-execution of the work, except the fees which have become payable to them for the services actually rendered by them which will be arrived at after mutual discussion.

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es will be made from the stage of preparation of the plan to the completion of the work as per Bank's standard method of the payment mentioned in para no.6 below. Remaining 30 % of the fees quoted will be for PMC work, the payment of which will start only when construction at the



site will start and based on the value of the work executed at site and payments made to the contractor. The terms of payment of fees for Architectural and PMC part will be as under  
 Architecture Work : Upon completion of the project 87.5% of the total fee for ARCHITECTURAL work will be paid and remaining 12.5% will be paid after completion of defect liability period of the work. The detail schedule is given in para 6 of this agreement.

PMC work: 90 % payment against progressive bills after 15 days of the payment of the contractor. 5% will be paid after 36 months of settlement of final bills of all the contractors. Balance 5% after expiry of latest of the defects liability of various contractors or after attending the CTE's observations if any from time to time till its final disposal and award of arbitration, if any, whichever is later. The service tax at the prevailing rate will be paid by the Bank to APMCF in addition to the fee quoted and agreed. Tax deduction at source (TDS) , as per income tax provisions shall be deducted from the fees of APMCF.

**20(6) Method of payment for ARCHITECTURAL part: (70% of the \_\_\_\_\_ %)**

i. SBI shall pay fees to the APMCFs in the stages as follows.

Sr.	Service to be recorded	Subject to	Upto stage	Remarks
(a)	After completion of design and model, if any, and their approval by the Bank	1/16m 1/16 <sup>th</sup> on total cost of related work	1/16 <sup>th</sup> It is clarified that agreed % of fees on total work.	It is clarified that sketch plans, shall include cost of interior work only if cost

			related work	include the detailed department-wise final layout plans for all floor for computerized office. As otherwise the fees for the sketch plans for interior work will be paid later on when the sketch plans are approved by the Bank.
(b)	After completion of working drawings &	1/8 <sup>th</sup> (12.5%) of the total %	3/16 <sup>th</sup> (18.75%) of	If the civil work is executed in two stages i.e.

	<p>detailed estimates to the satisfaction of the Bank including ARCHITECTURAL drawing &amp; all drawings pertaining to the various specialist services &amp; their approval by the Municipal Corporation or other authorities &amp; Pre-qualifications of contractors for main civil wok (foundation as well as super structural)</p>	<p>of fees on total cost of related work.</p>	<p>the total % of fees on total cost of related work.</p>	<p>foundation &amp; plinth or pile foundation one stage and super structure as second stage, assessed cost for each work will be the basis for release of payment. The fees for detailed plans &amp; estimates for interior work shall be paid later on when these are received &amp; approved by the Bank. 50% of the fees payable for this stage may, however, be paid on completion and approval by the Municipal or other authority of all drawings pertaining of civil work &amp; completion of prequalification work of civil contractors separately of together for foundation &amp; super structure civil work (on the estimated cost excluding interior work)</p>
(C)	<p>After preparation of contract documents including tenders, issues of tender notices in respect of all traders, submission of recommendations to the Bank and execution of the contract documents for various traders.</p>	<p>1/15<sup>th</sup> (6.25%) of the total % of fees on total cost of related work.</p>	<p>On 1/4<sup>th</sup> (25%) of the total fees on total cost of related work</p>	<p>Here also as clarified in para (b) above, initially the estimate cost shall be the cost of foundation or and super-structure (excluding interior decoration work) when the general building work is in progress. The fees under this ( c) stage will be paid later on when the details plans/estimates/tender documents etc. are prepared by the AP-MCF and approved by the Bank and the ten-</p>

				der are invited by the Bank on request of the APMCF in proportion to the services completed in respect of particular trades. Such payment shall be on account.
<b>(d1)</b>	During the progress of construction and in proportion to the value of the said works as certified from time to time and paid by the Bank	1/2 <sup>th</sup> (50%) of the total % of fees on total cost of related work.	3/4 <sup>th</sup> (75%) of the total fees on total cost of related work.	-----
<b>(d2)</b>	On final completion of the project & closing of accounts including obtention of occupation certificate from GIFT UDA/Fire authority/ water connection authority / electrical connection authority/gas connection authority/or any other authority and / Board connection with the occupation of building.	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	7/8 <sup>th</sup> (87.5%) of the total fees on total cost of related work	-----
<b>(d3)</b>	After the APMCF issue "no objection" for the refund of contractors retention money on expiry of Defects liability period of the various contractors and/or attending to the CTE's / CVO's observation, if any, its final disposal and award of arbitration, if any, whichever is later.	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	100% of the total fees on total cost of related work.	The final payments under d1,d2 & d3 stages shall be made in accordance with and on the basis provided in the clauses 5 herein.
<b>(e)</b>	In case, this agreement is termination in pursuance of clause 3 above, fees shall be			

	<p>paid to the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc, as provided for elsewhere in this agreement.</p>			
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**20(7). Visit to the Site**

In addition to the stationed Project-In-Charge and other engineers/ assistants as the APMCFs may consider necessary to support him, the Project Manager / Senior APMCF / Director as stipulated by SBI or their representatives shall visit the site once in the fortnight as & when required and their consultants shall visit the site periodically and as frequently as works require and inspect and supervise the construction to ensure and themselves satisfy that the works are being executed as designed and planned by them and approved by SBI and general quality of the work and finishes etc. are good. **For this, no extra fees or travelling expenses shall be payable by SBI.**

**20(8). Delays, Responsibility and Recoveries from fees**

APMCF shall, closely follow up and keep the account of the progress made and arrange

to solve the bottle necks, if any, and clarify the doubts / details, if any required by contractors through their Project-in-charge and his assistants at site. If necessary, they should write to the contractors under advice to SBI about time lag in the works and suggest improvements / course of action for consideration.

- (a) If the construction work after appointment of the contractors get delayed and the appointed contractors disagree to bear liquidated damages levied for the same as per the provisions in the agreements between the Bank and the contractors on a ground that they did not received detailed ARCHITECTURAL / structural drawings and of any further clarifications ~ram the APMCF, the APMCF shall be liable to make good the losses to the Bank to an extent of the amount of liquidated damages disagreed by the contractors. Similarly, if the works done as per the APMCF's earlier given Architectural/ structural drawings are required to be the altered/ demolished because of mistakes at the APMCF/ their consultants then APMCF shall be liable to bear the cost of the work required to be so altered/removed (including removal/alteration cost). Unless the contractors agree to forgo the cost of said work. In the event the APMCFs fail to discharge their duties diligently and delays are caused due to their negligence or if they do not cooperate and the work is not completed within the time frame. They shall be liable to make good the damages suffered by the Bank without prejudiced to the Bank. Bank's right to terminate the agreement and pay such fees, which is at discretion of the Bank, required to be paid at the time of termination.
- (b) In case any Site Engineer/PMC or any consultant is engaged by the Bank, the APMCFs shall , closely follow up and keep the account of the progress made and arrange to solve the bottle necks, if any, and clarify the doubts/ details, if any required by the Site Engineer/ PMC/ contractors through their Resident APMCF/Engineer and his assistants a site. If necessary, they should write to the Site Engineer/PMC under advice to the Bank about time lag in the works and suggest improvements/ course of action for PMC's consideration. Similarly if the Site Engineer / PMC is engaged they will be authorized to write to the APMCFs about their requirements like drawings, details, clarifications, discrepancies etc. if any , at APMCFs end.
- (c) It is agreed by the Bank and the APMCFs that the total recoveries / adjustments on account of delays/ mistakes except in case of structural failure, at APMCFs' end and any other account from the APMCFs fees shall not exceed 10% of their total fees for the entire project including interior decoration work, foundation, compound development, landscaping etc. To protect their interest, the APMCFs shall keep the matter on record and shall maintain file/ register with the acknowledgements etc.for issue of drawings,clarifications/ Bank in writing. However, in the event of any damage/ loss caused to the Bank on account of structural failure due to defective structural design by the APMCFs and / or their structural consultants, the APMCF shall be liable to make good fully such damages / loss to the Bank without any upper limit.

#### **20(9). Contract Period**

The period of this consultancy contract of APMCF would commence from the date of appointment & continue till completion of the project subject, however subject to the provisions of clause 3 herein above.

**Further it is agreed between the parties as follows:**

(a) If the work of construction of anyone or more of the civil engineering works or other works therein be substantially interrupted by force major or by reasons of any orders in writing issued by SBI stopping or suspending the work of construction on grounds other than bad / unsound work or installation and / or defective supervision or lack of it or by negligence, the firm shall not be liable in anyway for the consequent delay in the completion of such work.

(b) **Liquidated damages**

In the opinion of SBI, if any delay in execution is attributable to the fault of the APMCF, SBI shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the Bank due to defective / faulty supervision on part of APMCF shall be limited to maximum of 10% of total fees payable to APMCF on entire actual work, for which the APMCF services are availed by SBI. The decision of SBI in this matter after giving due hearing to the APMCF's arguments, shall be final and binding on the APMCF.

(c) The fees shall include travelling expenses of the APMCF and travelling expenses are payable only if SBI invite APMCF for any special meeting or instruct APMCF to visit Ahmedabad or other places in India with specific instructions. No travelling expenses are payable to the APMCF for routine visit of Ahmedabad/Gandhinagar during planning and execution stages. For claiming travelling expenses prior approval of the SBI is mandatory. Decision of the SBI regarding payment of travelling expenses to APMCF shall be final and binding to the APMCF. If SBI invite or instruct APMCF to visit, the APMCF shall be entitled to traveling and Daily Allowance permissible as under:

Senior Partners and Senior Consultants

Actual travelling charges (permitted to travel by single return economy class of air fare), lodging plus boarding charges per day as applicable to Scale-V officers of SBI after producing necessary bills/ receipts in support of their claims.

Other Engineers/ APMCFs / Employees/ Junior Partners:

Traveling expenses: cost of air travel, lodging and boarding charges per day as applicable to officers in Scale-III of SBI after producing necessary bills / receipts in support of their claims.

**20(10). Obligations of the SBI**

(a) SBI shall designate representatives who shall be fully acquainted with the project and have authority to communicate approvals of project construction budgets variation and technical approvals of all cases consistent with project, - schedule and furnish information expeditiously.

- (b) SBI shall not employ any of the APMCF's employees during the tenure of this contract and for a further period of one year. Also the APMCF commits itself not to employ any of SBI employees within one year of their leaving SBI unless such employees or retired employees of SBI had already joined the APMCF service prior to the date of notice for pre-qualification of APMCF.

#### **20(11) Changes in the Project**

SBI without invalidating this agreement may order changes in the project within the general scope of this agreement consisting of additions, deletions, or other revisions. All such changes in the project shall be authorized by change order. A change order is written order to the APMCF signed by SBI issued after the execution of this agreement, authorizing a change in the scope of the project, services to be provided.

#### **20 (12) SBI's right to perform APMCF's obligations and termination by the SBI for the cause:**

APMCF has been given various powers under this agreement for the completion of the project as **Project Manager - cum - Monitor - cum - Supervisor** and the said power shall not be deemed to be as a power of attorney for the development, construction, sale or improvement of the property.

**20(13) Office at Ahmedabad/Gandhinagar:** APMCF shall establish office in Ahmedabad/Gandhinagar within one month of agreement and submit proof (only applicable to consultant who does not have office in Ahmedabad)

#### **20(14) Arbitration Clause**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(I) Any dispute and items of disagreement arising between the APMCF shall be referred to the Chief General Manager or in his absence , the General Manager of concerned network of SBI (the bank) and his decision on those matters will be final and binding on the & APMCF as well.

(II) If any dispute, difference, or question shall at any time arise between the APMCF and SBI as to the interpretation of this agreements or concerning anything herein contained or arising out of this agreement except that state in (1) above or as to the rights , liabilities and duties of the said parties hereunder or as to the execution of the said works , except in respect of the matters for which if is provided herein , that the decision of the employer is final and binding the same shall be referred to the arbitration and final decision of Ahmedabad based arbitrator to be agreed upon and appointed by both the parties on in case of disagreement as to the appointment of a single arbitrator , to be appointment of two arbitrators shall before taking upon themselves the burden of reference , appoint and umpire.

(III) (i) For the purpose of appointing the ( Ahmedabad ) based sole arbitrator referred to above the appointing authority i.e. the Chief General Manager of SBI, Local Head Office, Ahmedabad, of the bank or on his behalf the Asst. General Manager (Premises and Estate), (SBI, Local Head Office, Ahmedabad) vviU send within thirty days of receipt by him of the written notice aforesaid to the APMCF a panel of three names of persons who shall be presently unconnected with the organization , for which the work executed.

(ii) The APMCF shall on receipt by them of the names of aforesaid , select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the appointing authority who shall thereupon without any delay appoint the said person as the sole Arbitrator. If the APMCF Fail to communicate such selective as provided above within the period specified, the appointing authority shall make the selections and appoint the selected person as the sole Arbitrator.

(iii ) If the Appointing Authority fails to send to the APMCF the panel of three

names as aforesaid within the period specified, the architect shall send to the Appointing Authority a panel of three names of Ahmedabad based person who shall all be unconnected with either party . The Appointing Authority shall on receipt of the names of aforesaid persons and appoint his s the sole arbitrator within 30 days of receipt by him of the panel and . inform the Architects accordingly. If the Appointing Authority fails to do so the the architect shall be entitled to appoint one of the three persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

(iv) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid .

(v) The work under the contract shall, however, continue during the arbitration proceedings . no payment due or payable to the architects shall be with held on account of such proceeding except the disputed payment of fees on account of other provisions in in this agreement

(vi) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing .

(vii) The arbitrator may from time to time with the consent of the parties , enlarge the time for making and publishing the award.



(viii) The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place in Ahmedabad as may be fixed by the arbitrators in his sole discretion .

(ix) The fees , if any of the arbitrator shall, if required to be paid before the award is Made and published be paid half and half by each of the parties .. The cost of the Reference and of the award including the fees, if any of the arbitrator ,who may direct To and by whom and in what manner, such cost or any part hereof shall be paid , may Fix or settle the amount of costs to be paid.

20.15) **Governing Law Jurisdiction :** The construction, validity,performance of this agreement shall be governed by the laws of India as applicable. The Courts/Forum/tribunal in Ahmedabad/Gandhinagar shall have jurisdiction to decide any dispute between the parties to the agreement.

In witness of this agreement, the parties hereto have subscribed their respective hands hereto and or a duplicate hereof on the day and the year herein above first mentioned.

Signed and delivered by , The proprietor of the FIRM on behalf of the ARCHITECTURAL & PROJECT MANAGEMENT CONSULTANCY SERVICES(APMCF)

(Signature with Common seal of the Firm)

In the presence of

1. -----

2. -----

Signed and delivered for and on behalf of the State Bank of India by Shri , Assistant General Manager, Premises & Estate Department, Local Head Office, Bhadra, Ahmedabad.

(Signature with seal)

In the presence of

1. Name .....

Designation

2. Name .....

Designation

### ANNEXURE III

#### Schedule for completion of work

1.	Submission of alternative layouts.	Within three weeks from the date of receipt of instructions from the Bank.
2.	Submission of sketch plan, block estimate, ARCHITECTURAL design and brief specifications.	Within Four weeks from the date of receipt of Bank's clearance of the layout plan.

3	Submission of detailed working drawings, ARCHITECTURAL drawings, structural drawings, Electrical drawings, drawings for services, detailed estimate with specifications, rate analysis and APMCF's report.	Three months from the date of receipt of Bank's approval of sketch plan and preliminary estimates. The time includes the Geo-Technical investigation / reports / foundation design / detailed design of Sub/Super structures/Model analysis and obtaining all clearance from the GIFT City.
4.	Submission of recommendations regarding pre-qualification criterion.	Two weeks from date of receipt of approval of estimates of project.
5.	Submission of recommendation / report on empanelment	Six weeks from date of receipt of pre-qualification criteria.
6	Submission of draft contract documents / draft tender for all works along with completion	Two weeks from date of receipt of approval of detailed estimates of project.
7.	Submission of APMCF's report on various tenders ..	Three weeks from date of receipt of approval of tender documents.
8.	Submission of variation orders.	Within a fortnight from the date of receipt of
	deviation statements, approval samples	hindered and smooth running of the work is
	contractors running bills.	entered by the bank with APMCFs, contractors
	contractor's final bill.	entered by the bank with APMCFs, contractors

( SBI)