



Premises & Estate Department  
Local Head Office, 16, College Lane, Chennai-600006  
Tel : 044 28308401 / 03

**TENDER ID: PRE 2024106001 DATED 06.07.2024**

**NOTICE FOR PREQUALIFICATION OF PROJECT MANAGEMENT CONSULTANTS (PMC)**

SBI invites application from reputed and experienced consultants for prequalification for selection of Project Management Consultant for the Proposed Construction of SBILD at Cooks Road, Perambur, Chennai at an estimated cost of Rs 52.32 Crores. For details and to download application, log on to <https://bank.sbi> <link>SBI in the News>Show More>Empanelment of Vendors. Corrigendum, if any, will be published only in website.

Chennai  
Date 06.07.2024

Assistant General Manager (P&E)



Premises & Estate Department  
Local Head Office, 16, College Lane,  
Chennai-600006  
Tel: 044 28308401 / 83

**TENDER ID: PRE 2024106001 DATED 06.07.2024**

**NOTICE FOR PREQUALIFICATION OF PROJECT MANAGEMENT CONSULTANTS (PMC)**

**(Firms who have responded to our earlier advertisement dated 19.12.2023 shall need to apply afresh)**

**06.07.2024 to 29.07.2024 up to 15.00 Hrs**

TENDER SUBMITTED BY:

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GSTIN NO. : \_\_\_\_\_

DATE : \_\_\_\_\_



Premises & Estate Department  
Local Head Office, 16, College Lane,  
Chennai-600006  
Tel: 044 28308401 / 03

**TENDER ID: PRE 2024106001 DATED 06.07.2024**

**NOTICE INVITING APPLICATION FOR PREQUALIFICATION FOR  
SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC)**

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed and experienced Project Management Consultants (PMC) to render Project Management Consultancy Services for the **Proposed Construction of SBILD at Cooks Road, Perambur, Chennai** at an estimated cost of approx. **Rs.52.32 Crores**.

The pre-qualification / eligibility criteria, scope of the services to be rendered, terms and conditions of appointment and prescribed formats for submission of application can be downloaded from Banks website under Bank's <https://bank.sbi> <link>SBI in the News>Show More>Empanelment of Vendors from **06.07.2024 to 29.07.2024 up to 15.00 Hrs.**

Interested Project Management Consultant Firms complying prescribed eligibility criteria may submit their applications in the prescribed format with supporting documents to; The Assistant General Manager(P&E), State Bank of India, Premises & Estate Department, 16, College Lane, Chennai-600 006 latest by **15.00 hrs.** on **29.07.2024**. Applications received after due date and time will not be entertained. SBI reserves its right to accept or reject any or all applications without assigning any reasons therefor and no further correspondence shall be entertained in this regard.

Any addendum/corrigendum/date of extension in respect of above tender shall be issued only on website: <https://bank.sbi> <link>SBI in the News>Show More>Empanelment of Vendors\_ only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit the said websites to keep themselves updated.

Place: Chennai

Assistant General Manager (P&E)

Date: **06.07.2024**

## **NOTICE INVITING EOI**

State Bank of India invites Expression of Interest (EOI) from reputed and experienced Project Management Consultant for rendering PMC Services for Proposed Construction of SBILD at Cooks Road, Perambur, Chennai.

S.No.	Particulars	Details
1	Nature of Work	Project Management Consultancy Services
2	Brief Scope of work	Planning & Scheduling of Construction activities, Supervision, Quality Assurance & Control, Joint Measurements & Recording in M books, review of progress, preparation of Management reports, Coordination with SBI, Project Architect, Contractor or any other authority / entity related to above work, preparation and submission of necessary reports to SBI and any other Authority / Statutory Body as required/directed, Certification of Bills of Contractor(s) and other details as spelt out in the tender document.
3	Total Time for providing of Services.	Max. 18 months
4	Estimated cost of the project	Rs. 52.32 Crores (Approx.)
5	Availability of EOI documents	<b>From 06.07.2023 to 29.07.2024 up to 15.00 Hrs. up to 15:00 on Bank's Website:</b> <a href="https://bank.sbi">https://bank.sbi</a> <link>SBI in the News>Show More>Empanelment of Vendors
6	Address for submission of EOI documents	Assistant General Manager (P&E), State Bank of India, Premises & Estate Department, 4 <sup>th</sup> Floor, Local Head Office, Chennai 600 006.
7	Pre-Bid Meeting	On 15.07.2024 at <b>15:00</b> at State Bank of India, Premises & Estate Department, 4 <sup>th</sup> Floor, Local Head Office, Chennai-600 006. Queries, if any, may be mailed in advance to get clarification in pre-bid meeting. Interested firms are advised to attend pre-bid meeting to get common understanding of requirements.
8	Date & time for submission of Technical Bid	<b>06.07.2023 to 29.07.2024 up to 15.00 Hrs.</b>
10	Submission of price bid	To be intimated to the shortlisted bidders in the technical bid

12	Submission of Technical Bid	Bidders shall submit the duly signed & stamped all required documents as per the check list in this NIT in support of his claim of eligibility.
13	Validity of Bids from the date of opening of price bid	90 Days

14. Conditional proposals are liable for disqualification.

15. SBI reserve their rights to accept or reject any or all the applications, either in whole or in part without assigning any reason(s) therefor and no correspondence shall be entertained in this regard.

16. In case, 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. For any clarifications please contact Assistant General Manager (P&E), Premises & Estate Department, 4<sup>th</sup> floor, State Bank of India, Local Head Office, Chennai-600006. Tel: 044 28308401 / 8403

**Assistant General Manager  
(Premises & Estate)**

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

**(The following dully signed and stamped documents must be submitted after dully signed and stamped)**

<b>S.No.</b>	<b>Type of Document</b>	<b>Submitted</b>
1	Proof of Constitution of firm	YES / NO
2	Proof of Experience	YES / NO
3	Proof of Local address in Chennai	YES / NO
4	Proof of Annual Turnover	YES / NO
5	PAN/GST Registration	YES / NO
6	Declaration cum Undertaking	YES / NO
7	This technical bid document signed & stamped	YES / NO
8	Annexure – ‘A’	YES / NO
9	Annexure – ‘B’	YES / NO
10	Annexure – ‘C’	YES / NO
11	Annexure – ‘D’	YES / NO
12	Annexure – ‘E’	YES / NO

## INSTRUCTIONS TO PROSPECTIVE PROJECT MANAGEMENT CONSULTANT

### 1. BRIEF INFORMATION ABOUT THE PROJECT

SBI proposes to construct State Bank of India Learning Centre (SBILD) at Cooks Road, Perambur, Chennai. The Building is for the purpose of conducting training sessions for their staff with in-house hostel facilities. Bank is proposing to appoint a PMC to supervise and manage the said project in most professional and efficient manner and use best of their professional skills and judgment for the said purpose.

#### 1. Location:

The site is located in Cooks Road, Perambur, Chennai.

#### 2. Proposed Construction Work:

The building is planned to have 06 wings with built-up area of 9,735 sq.m. (1,09,718 sq.ft.) spread over G+3 floors. The building is designed as per IGBC Platinum rating.

The amenities planed in various floors of the proposed SBILD building is detailed as hereunder:

S. No.	Description	No. of units
1	<b>Ground Floor</b>	
a	Reception cum security cabin	01
b	AGM cabin with secretary, visitor seating & admin staff	01
c	Meeting hall (150 seating capacity)	01
d	Record/compactor room	01
e	Executive lounge	01
f	Guest room	03
g	Hostel rooms (02 nos. reserved for physically challenged persons)	22
h	Staff room	01
i	Games room	01
j	Gymnasium	01
k	Discussion area & internet cafe	01
l	Classrooms	02
m	Board room	01
n	Faculty room	01
o	Library	01
p	Doctor's room	01
q	Storeroom	01
r	Housekeeping, laundry, janitors' room	01
s	Kitchen, dining halls, utility room, hand wash with required storerooms	01
2	<b>First Floor</b>	
a	Hostel rooms (02 nos. reserved for physically challenged persons)	23
b	Games room	02
c	Discussion area & internet cafe	01
d	Classrooms	01

e	Mini conference room	01
f	System & UPS room	01
g	Storeroom	01
h	Housekeeping, laundry, janitors room	01
3	<b>Second Floor</b>	
a	Hostel rooms (02 nos. reserved for physically challenged persons)	23
b	Discussion area & internet cafe	01
c	Computer lab	02
d	System cum UPS room	01
e	Storeroom	01
f	Housekeeping cum janitors room	01
4	<b>Third Floor</b>	
a	Hostel rooms	23
b	Housekeeping, laundry, janitors room	01

Apart from the above-mentioned amenities, other facilities like separate washrooms for gents, ladies & physically challenged, AHU room, Electrical room etc. as per requirement have been planned on each floor. Pile foundation up to 28 m to 30 m (i.e.92 to 98 feet) due to clayey soil, provision of more curvatures in elevation as aesthetical element etc.

#### **MINIMUM ELIGIBILITY CRITERIA:**

1. **Establishment of firm:** Firm should have been in the field of Project Management Consultancy and should have minimum **7 years'** experience as on **31.05.2024 and should have been registered only for PMC activity. Firms registered for multiple activities need not apply.**

#### **Documents to be submitted for Proof of Registration of the company / firm etc.**

- a) In case of Company - Certificate of Registration issued by ROC
- b) In case of firm - Partnership deed, Municipal registration or any other document issued by the Authorities confirming the establishment of the firm
- c) In case of Individual Proprietorship - Municipal registration or any other document issued by the Authorities confirming the establishment of the firm

2. **Experience of the firm:** The Project Management Consultant should have rendered satisfactory professional services in supervision / monitoring of similar building construction projects, from inception to completion stage. These building projects should be residential/ commercial/ institutional building projects with **pile foundation**. For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this EOI, below mentioned completed consultancy assignments taken up during the last seven years ending **31.05.2024** shall be deemed as eligible assignments:

Rendering Project Management Consultant (PMC) works of 01 similar completed work of value not less than Rs. 42 Crores.

or

Rendering Project Management Consultant (PMC) works of 02 (Two) similar completed works each of value not less than Rs. 26 Crores.



or

Rendering Project Management Consultant (PMC) works of 03 (Three) similar completed works each of value not less than Rs. 21 Crores.

**Note:** "Similar Completed Work" under this clause means the Project Management Consultant shall have experience in providing PMC Services for construction of Multi storied Office, Residential and Commercial Buildings (Minimum G+3 storied) with relevant development services including Civil, Plumbing, Sanitary, Interior & Furnishing, Fire Fighting and Electrical Installation work for Central Govt. Dept./State Govt. Dept./ SemiGovt. Dept. /PSU/Public sector Banks during last 7 years. **Experience of PMC works shall alone be considered for prequalification. Credentials with other experiences shall not be considered.**

**Documents to be submitted for Proof of qualifying experience**

a) Experience Certificate issued by the previous clients mentioning the details of the Project like name of project, site location, Value of the project, fees paid to PMC, Scope of work of PMC, Feedback on the PMC etc and duly signed and stamped by the official not below the rank of EE or DE or equivalent.

3. **Local office at Chennai:** The Project Management Consultant firms should either have their local / Branch Office in Chennai with qualified & experienced technical team at its disposal for deployment at site for day-to-day supervision of the project execution from date of commencement of work to handing over of the entire infrastructure to the SBI. The PMC should have adequate knowledge of local byelaws / statutory requirements and are capable to liaise with local civic Authorities

**Documents to be submitted for Proof of local office:**

a) Lease deed with the landlord or latest landline telephone bill (not more than 2 months old) or Electricity bill.

b) Firms not having local office to submit an undertaking in the letterhead to open their office within two months in Chennai at their cost, if work is allotted to them

4. **Annual Turnover:** The average annual turnover of the Project Management Consultant by way of professional fee towards **rendering PMC services alone** in last three financial years ending on **31.03.2024** shall not be less than **Rs.15.70 lacs**.

**Documents to be submitted for Proof of annual turnover:**

Copy of Form 26 AS and copy of audited Annual Balance sheet for the last three financial years ending on **31.03.2024** shall be submitted in support of claims. Audited balance sheet shall distinctly identify fees earned towards rendering Project Management Consultancy (PMC)

5. **PAN&GST:** The Project Management Consultant should have valid and active GST Registration Certificate and PAN.

**Documents to be submitted:**

Copies of supporting documents to be attached

6. **DECLARATION:** The Project Management Consultant should not have been blacklisted by the Govt. of India Organizations / PSU / PSE / Govt. Depts. etc. for breach of

any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 7 (seven) years.

**Documents to be submitted:**

Self-declaration to be submitted by the Project Management Consultant in their letter head.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions: -**

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1 "Contract" means the documents forming the tender and the acceptance thereof and the agreement executed between State Bank of India and Project Management Consultant, together with the documents referred there in including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.2 'SBI / Bank / Employer' shall mean The Assistant General Manager, State Bank of India, Premises & Estate Department, 4<sup>th</sup> Floor, Local head office, Chennai 600 006 and includes the Client's representatives, successors and assigns.

1.3 'The Project Management Consultant' or "PMC" or the "applicant" or the "bidder" shall mean the individual or firm or company selected and engaged as Project Management Consultant and shall include legal representative of individual or comprising the firm or company and the permitted assignees of individual or firms or company.

1.4 'The Contractor/Vendor' shall mean the individual or firm or company whether incorporated or not, undertaking the construction works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

1.5 "Month" means calendar month. "Week" means seven consecutive days. "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively

1.6 "The Works/Project" shall mean the Construction works to be executed or done by the contractor.

1.7 "The Project Site/Site" means the location where the building is constructed

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

### **2.0. LANGUAGE**

The language in which the Contract documents shall be drawn shall be in English.

### **3.0 BID PREPARATION:**

3.1 The tenderer must obtain himself on his own responsibility and expenses, all information and data which may be required for the purpose of filling this tender document. The Tenderer is requested satisfy himself regarding the site conditions, transport and communication facilities, labour, the law and order situation, climatic conditions, local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

3.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the

conduct or outcome of the bidding process.

3.3 The bidder will submit their bid after carefully examining the whole of the Tender documents, conditions of Tender, Conditions of Contract, drawings, specifications, and bill of quantities after inspecting the site.

3.4 No claim by the bidder for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of Contract.

3.5 **SUBMISSION OF BID DOCUMENTS** :The Assistant General Manager (P&E), State Bank of India, Premises & Estate Department, 4<sup>th</sup> Floor, Local Head Office, Chennai 600 006.

3.6 All pages of the Tender documents should be signed and stamp affixed by the applicant.

3.7 No part of the tender document should be deleted/altered/modified.

4.0 **CLARIFICATION /AMENDMENTS AND CORRIGENDUM:**

4.1 Bidder requiring any clarification of the bidding document may attend the pre-bid meeting and to get common understanding of requirements.

4.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website as a corrigendum/Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

4.3 SBI reserves the right to amend, rescind or reissue the bids, at any time prior to the deadline for submission of Bids.

4.4. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

4.5 Queries received after the scheduled date and time will not be responded/acted upon.

5.0 The successful Tenderer shall furnish a list of his relatives working with SBI along with their designations and addresses.

6.0 No employee of SBI is allowed to work as a Contractor for a period of 2 years from his retirement from the service under SBI without the previous permission of SBI. The Contract (awarded) is liable to be cancelled if either the Contractor or any of his Employees

is found at any time to be such a person who had not obtained the permission, as afore said before submission of Tender, or engagement in the Contractor service.

## **7.0 PRELIMINARY EXAMINATION**

7.1 SBI will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

7.2 If a Bid is not conforming to the terms and conditions, it will be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the bid.

## **8.0 PROJECT MANAGEMENT CONSULTANT'S FEES**

The fees also include all cost towards living and traveling expenses to site of work/ to laboratories for testing / to different sites for inspection of source of materials etc. cost of stationery, drafting suitable draft replies to CTE's observations, if any/ arbitration proceedings etc. if any, arisen due to dispute between the Bank and any contractors of any works of this project.

## **9.0 EVALUATION OF PRICE BIDS AND FINALIZATION**

9.1 Only those Bidders who qualify in Technical evaluation would be shortlisted and will be allowed to participate in the online price bidding process. While quoting, the Project Management Consultant are advised to **quote professional fee (excluding GST) for the Project Management Consultancy Services in the Price Bid** within following limits: -

Upper Cap on Professional Fee (**Maximum Fee limit will be @ 1 %** (one percent) of the Actual project cost (exclusive of taxes).

9.2 The L1 Bidder will be selected on the basis of lowest price as quoted in the online bidding.

**10.0 Sample agreement between Bank and PMC is annexed for the detailed scope of works to be rendered and the terms of engagement.**

**FIRM - PROFILE**

**SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF SBILD AT COOKS ROAD, PERAMBUR, CHENNAI**

1	Name of the Firm			
2	Address			
3	Telephone No. with STD code & Mobile Number			
4	Primary e-mail address			
5	Date of Establishment			
6	Constitution of the Firm	Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company		
7	Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue			
8	Name of proprietor / Partners / Directors			
9	Details of Bank account of firm			
10	PAN number			
11	GST registration number			
12	Turnover of the firm during last 3 years (amount in lacs)	Year ended on	Turn Over	
		<b>31.03.2022</b>		
		<b>31.03.2023</b>		
		<b>31.03.2024</b>		
13	Number of Project Management Consultant / Engineers who are promoters or permanent employee of the firm	Project Managers	Engineers	Total
14	If firm is not having office in Chennai, then indicate the time by which it is likely to open an office thereat			
15	The details of Project Management licensed software like Primavera, MS projects or similar			
	i. Name of Software			
	ii. License number			

Signature of the Project Management Consultant with Seal

Date:

Place:

**BIO-DATA OF THE PARTNERS / DIRECTORS**

**SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF SBILD AT COOKS ROAD, PERAMBUR, CHENNAI**

Use separate form for each partner/director.

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet then indicate Annexure number)	

Signature of the Project Management Consultant with seal

Date:

Place:

**Annexure- C**

**BIO-DATA OF TECHNICAL STAFF (PROJECT MANAGER / PROJECT CIVIL ENGINEER / PROJECT ELECTRICAL ENGINEER) Use separate form for each Executive**

**PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF SBILD AT COOKS ROAD, PERAMBUR, CHENNAI**

S. No	Details	Project Manager	Resident Civil Engineer-in-charge	Electrical Engineer	Other specialized technical staff, if any
1	Name				
2	Designation/position				
3	Associated with the firm since				
4	Date of Birth				
5	Professional Qualification				
6	Professional Experience				
7	Field of expertise				
8	Contact number				
9	e-mail Id				
10	Aadhar ID				

Signature of the Project Management Consultant with Seal

Date:

Place:

**DETAIL OF MAJOR BUILDING CONSTRUCTION AS A PMC**  
completed during the last 7 years (as on 30.11.2023)

- (i) Use separate sheet for each work.  
(ii) Mention only those completed projects which are **complying the eligibility criteria**

1	Name and address of the Client		
2	Client's status (please tick)	Public Sector Organization / Public Sector Bank / Government Department	
3	Name of Project		
4	Description and nature of work		
5	Location of the building with complete address		
6	Estimated value of project (Rs in Cr)		
7	Final value of Project (Rs in Cr)		
8	Date of start of project	As per Schedule	Actual
9	Date of completion of project	As per Schedule	Actual
10	Reasons of cost/ time over run, if any		
11	Area of the building & Number of stories		
12	Height of building from ground (in meters)		

Note:

- (a) The work should have been executed by the firm under the name in which they are submitting the application.

Signature of the Project Management Consultant with Seal

Date:

Place:



**LIST OF PENDING ARBITRATION / LITIGATION / SUITS WITH PREVIOUS CLIENTS**

**PROJECT MANAGEMENT CONSULTANT FOR PROPOSED CONSTRUCTION OF  
SBILD AT COOKS ROAD, PERAMBUR, CHENNAI**

S. no.	NAME OF PROJECT WITH NAME OF CLIENT	PENDING SINCE	REASONS FOR PENDING	ANNEXURE NUMBER OF SUPPORTING DOCUMENT
1				
2				
3				
4				

Signature of the Project Management Consultant with Seal

Date:

Place:

**SAMPLE AGREEMENT BETWEEN STATE BANK OF INDIA AND PROJECT MANAGEMENT CONSULTANT**

(Name and address of branch/ office/ Department)

AND

(Name and project management consultants)

M/s. \_\_\_\_\_

**TOWARDS PROJECT MANAGEMENT CONSULTANCY FOR PROPOSED**

(Name and location of project)

**THE AGREEMENT BETWEEN THE BANK AND THE PROJECT MANAGEMENT CONSULTANT(PMC) CONDITIONS OF AGREEMENT – BETWEEN SBI AND PMC**

Articles of this agreement made at Chennai this day of \_\_\_\_\_ between M/s. \_\_\_\_\_ a firm having its office at \_\_\_\_\_ hereinafter called, the 'PMC' or 'Firm (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include for the time being and from time to time of the said firm, the survivor or survivors of them, their respective heirs, executors and administrators of the last survivor heirs, his or her assigns) of the one part and AGM (Premises & Estate), State Bank of India, having its name of branch or office at -----(address) and one of its Department known as Premises& Estate Department represented by Shri -----(Name),----- (Designation)hereinafter called 'SBI' or 'Bank'(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees) of the other part.

**EXTENT OF AGREEMENT**

This agreement represents the entire agreement between SBI and the firm and shall be read with all prior negotiations, representations or correspondence or agreements, if any. This agreement may be amended only by written instruments signed by both SBI and the firm.

1. WHEREAS SBI is desirous of constructing its (Name of Project) at (Address of Project) (hereinafter referred to as the Project of Works) and for that purpose have appointed

M/s.\_\_\_\_\_ as the Project Management Consultant of the Project (hereinafter referred to as “The PMC”)

2. AND WHEREAS for the purpose of comprehensive services of complete supervision and management of the said project SBI is desirous of engaging the PMC. The term ‘PMC’ shall mean the persons/companies to be selected by SBI for undertaking the Project Management Consultancy.

3. AND WHEREAS the PMC is agreeable to undertake the said works on the terms and conditions hereinafter appearing.

**NOW THEREFORE THE AGREEMENT WITNESSES THAT:**

1. In consideration of the covenants hereinafter contained and the fees and other charges agreed to be paid by SBI to the said PMC, the SBI hereby appoint the PMC as its Project Management Consultants for the project and issued a letter of intent No.\_\_\_\_\_ dated the \_\_\_\_\_and the PMC hereby accepts the said appointment in terms of their letter No.\_\_\_\_ dated there ad with other letters No.\_\_\_\_\_ dated the \_\_\_\_\_ and \_\_\_\_\_.These letters and SBI’s subsequent letter No.\_\_\_\_\_ dated the \_\_\_\_\_ shall form part of this agreement.

2. The PMC hereby undertakes to 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 judgment for the said purpose. PMC assures SBI that it shall do all acts and things necessary to sustain the trust and confidence reposed in it by SBI under this agreement.

**3. PROJECT COORDINATION COMMITTEE**

3.1 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 PMC and other Consultants / Contractors engaged in the execution of the project.

- (i) -----, SBI, who shall be the Chairman of the Committee.
- (ii) -----Engineers (Civil & Electrical) in charge of this project, as may be nominated as Members.

(iii) Concerned director / partner of the Architect and their Resident Engineer of the Architects as Members.

(iv) Project Manager cum Resident Engineer-in-Change of the project of the PMC as Secretary.

3.2. The Secretary of the Committee may convene the meetings of the SBI, PMC, Architects 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.

3.3. The PMC shall keep the Chairman of the Committee posted with the information relating to implementation of the JPC's decision and also the usual progress reports of the Project work fortnightly.

**4. The scope of work for Project Management Consultant shall broadly include:**

a. Programming, planning, monitoring, follow up action, supervision, measurement of Civil, Electrical, air-conditioning, lifts, sanitary, water supply, fire protection, roads, site development works and any other work comprised in the Project as a whole, scrutiny of bills, preparation of variation statement, coordinating various tests on materials / works, arranging meetings, coordination of the works of various agencies and all other incidental works thereto.

b. Attend to inspection carried out by the (Names of various statutory / local authorities), Government, SBI and agencies such as Chief Technical Examiner(CTE) of Central Vigilance Commission, New Delhi and any other Authorities connected with the various works involved in the project and assist the Bank to reply their queries/ objections and ensure removal of the deficiency pointed out by the agency during the inspection and the help SBI in replying to their observations from time to time till the matters are finally cleared by the C.T.E.'s Organization and settled.

c. 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 payment of final dues to the contractors are made, replies given to CTE's/ Chief Vigilance Organization (CVO)of the SBI observations are finally accepted by the CTE of CVC/ CVO of the SBI.

- d. Effect coordination with the Architect, consultants, other contracting agencies and local authorities like \_\_\_\_\_ etc..
- e. Effect verification of work on virtual completion and actual completion of the project and advise the Bank suitably.
- f. Advise SBI with regard to extra claims or disputes, 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 negation or through Arbitration or Court, as the case may be.
- g. Collect and deliver to SBI any specific, written warrantee/s or guarantee/s given by Specialist firms / Suppliers including all required trade contractors, insurance policies, performance guarantees and warranties. Work as conciliator in the event of any dispute arising between the Contractors engaged in the project and SBI before the matter goes to arbitration.

#### **5.0 Further clarification for firm's services:**

5.1 Day to day supervision and ensuring that the said works are being executed as per the plans and designs and specification prepared by the Architects and 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 material and works done, correct measurements of the works, initial scrutiny of the contractors bills at site and making the recommendations to the Bank.

Assisting the Bank in scrutiny of the recommendation, reports, plans, estimates etc. received from the Architects with a view of expediting the decisions in the matters at the Bank's end. It is expected that the Architects and the PMC work jointly as team in good spirit with a view to getting the said works completed in best possible manner and efficiently without bringing in aspect of ego while performing their duties.

The Firm is expected to go through drawings and schedules thoroughly and suggest modification wherever considered necessary by them to the Bank for consideration to improve the performance of the project components, affect economy in cost and case in monitoring and control and expedite progress with particular attention to construction techniques, durability of permanent components, water tightness of roofs, walls, sanitary block etc., case of construction, quality surveillance, technical audit and quality control.

In any of these suggestions involve any likely extra cost, they shall clarify the same to SBI to enable the latter to take decision and advise the Architect suitably. The firm is expected to scrutinize in detail the tenders received and Architects recommendations and advise the Bank on reasonableness or other with of the lowest tender and the Architects' recommendations after evaluating terms and conditions and price bid of various tenderers.

5.2 (a) Arranging periodical and emergency joint meetings of the Joint Project Committee (JPC), consultants, contractors etc. and develop project schedules for both management and working level use and co-ordination of the works of the "Construction agencies" including that of with SBI's estimates and construction schedules. Update the project schedule from time to time and generate detailed working schedules for all activities of project, including realistic activity sequences and durations, processing of the drawings issued, identifying bottle necks and incorporating remedial measures to make up lost time, if any.

(b) PMC shall review, audit and ensure systematic and timely supply of drawings, estimates, work orders as per 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 Bank for this project. They shall maintain daily record of receipt of plans/ designs and other details and issue of the same to the concerned contractors and present such documents to SBI from time to time as and when required.

(c) For the purpose of supervision and site activities, the PMC shall employ or engage suitably qualified and experienced engineers and overseers of adequate number at their own cost. Without prejudice to this, the PMC agrees that it shall deploy the following minimum staff at the site.

One full time Resident Civil Engineer cum Project Manager for overall control, coordination and liaison purposes. He shall have a minimum of 15 years field experience after graduation.

One Electrical Engineer to supervise electrical works of approx. value of Rs.3.38 Crs during execution. He shall have a minimum of 10 years field experience in electrical works.

The above requirements are only the minimum. However, more Engineers and other categories of staff as may be considered necessary for satisfactory management of the entire project have to be appointed by the PMC. If necessary, for satisfactory supervision and coordination, it is specifically agreed that SBI shall have no responsibility for any staff/ officers/ Engineers/ workmen engaged by the PMC and the said PMC alone shall be responsible as Bank for them nor that they are the employees of SBI at any point of time and

there being to employer-employee relationship between the Bank and those employed by PMC for any purpose whatsoever.

(d) The PMC 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 over-run. They shall provide constant day to day technical supervision over the interior / building services / installation work including recording of measurements as and when necessary scrutiny and certification of contractor's bills for making recommendations to the Bank, 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. They shall prepare, check and monitor weekly and monthly programs of work and submit a copy thereof to the Assistant General Manager (Premises & Estate) of SBI along with progress reports for the previous periods highlighting delays 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. 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. They will 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 recommend to the Bank bills for the accuracy for quantity and quality of the items of works for payments to the contractors after amending the rates claimed by the contractors wherever necessary in their opinion. They shall maintain genuine hindrance register, records of site meetings and issuing minutes of meetings recommendation 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 to the Architects / Consultants 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.

(e) Ensure that essential gauges, instruments are in order for testing. The PMC 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 construction as well as

partially or complete erected structures etc. if required and maintain adequate records thereof.

(f) Suggesting modifications, if any, due to site conditions and advising regarding cost variations on account of extra items and excesses during the progress of works.

(g) The certification of all bills shall be done by the Architect and recommendations therefor shall be made to the Bank along with a forwarding letter by the PMC.

(h) To check 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. They will also suggest suitable remedial actions to be taken to clear bottlenecks / delays / loss of progress etc. progressively and promptly.

(i) Co-ordination with all contracting agencies

(j) Rendering generally all technical services at site as may in anyway relate to or arise out of the construction of the said works.

(k) Rendering to SBI every assistance, guidance or advice on any matter concerning the technical aspect of the project.

(l) To work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum.

(m) Render all assistance as may be required from the project site to the Bank for obtaining necessary certificates from the local authorities for occupation of the buildings.

## **6.0 General Conditions of contract:**

6.1 No deduction shall be made from the PMC's fees on account of any penalty, liquidated damages or other sums withheld from payment to the contractor but when any penalty is levied or damages are recovered or sum is withheld from payment to the contractor on account of defective work in such a cases, the PMC's fees in respect of the total value of the defective work shall not be paid for. Such fees shall, however, be paid upon the rectification of the defective work and on the basis of the bills payment of various contractors for actual work done and the total payments released by the Bank(SBI) after making corrections, if any, in the certificate.



6.2 For the purpose of supervision, the PMC agrees that they will set up a site office under the charge of competent Resident Civil Engineer cum Project Manager who will be in a constant charge of the direction and control of the said works (as may be entrusted to PMC). The PMC agrees to engage and retain at their cost adequate competent supervising staff (minimum as prescribed herein this agreement). These supervising staff should always be in charge of the works and be available on the site until the construction of the said work as entrusted to the firm is completed. These supervising staff shall be employed and paid by the firm. Their appointment, dismissal, retrenchment, the condition of services and the rate of remuneration will be determined by the PMC and shall be at the PMC's entire discretion and the said staff at all times work under the orders and control solely of the PMC. SBI shall, however, have the right to direct the PMC without assigning any reasons to remove any staff who is considered by SBI as undesirable. The site engineers of the PMC/Architect will work in cooperation with SBI staff at site, if any and at Local Head Office, Chennai and carry out the instructions.

6.3 If during the period of contract, it is established that certain risk or damage or loss has occurred due to the defective supervision of work, the PMC shall be required to pay back the fees for execution of such affected parts of the works and to indemnify the Bank to compensate any loss, injury sustained by the Bank due to the negligence/ improper supervision.

6.4 The PMC shall not have any objection to SBI maintaining any own engineering staff at SBI's costs at site of works, if desired by SBI to carry out the work and duties allotted to them by SBI, in respect of all works at the site or other areas outside the scope of the firm's works and overall surveillance security and verification at the Bank 's end.

6.5 The PMC agrees to perform their duties as PMC under those presents and will do everything in their power and authority to ensure that the contractor or contractors complete the execution of the works as may be entrusted to them according to the specifications and the schedule of time given to them and that no unnecessary delay is caused by them.

6.6 The PMC agrees that they will not without the written sanction of the SBI make any deviations in the plans or estimates or order any variation, commission or extras. In consequences thereof, they will not fix any new rate or rates of new items of work without written approval of SBI.

6.7 The PMC shall promptly notify SBI of any changes in the constitution of their PMC. It shall be open to SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

1.The PMC agrees to perform their duties under above terms so as to cause the completion of all the works as proposed and of other works as may be entrusted to the PMC and everything necessary to render the same fit for the occupation / use of SBI according to the contract as also the completion of the several stages of the said work in accordance with the programme to be drawn up and embodied in the contract between SBI and the contractors. The extension of time limit to the contractor under the agreements if any, given by SBI will have no consequential effects on the PMC's time schedule in respect of works of to be completed till then.

2.Extra payment on account of PVA will be applicable and paid if applicable to the contracting agencies i.e. they will be paid fees on the bill + PVA amount payable to the contracting agencies.

3.For day to day execution and supervision of the field work, the PMC shall employ such strength of qualified and other staff as would enable clear control over the work subject to the minimum staff in clause 5.2(c) herein before.

4.For survey instruments such as Theodolite, levelling instrument, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other survey equipment including tents for shelter, the firm shall make their own arrangements at no extra cost.

6.8 The PMC will not during the period of their assignment and thereafter till the satisfactory completion of the work act as PMC or 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.

6.9 Whether the PMC 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.

6.10 (a) The PMC shall supervise the work and also record the measurements of various items of works and check the field working drawings. The PMC shall also inform the Resident Architect / Consultant or his representatives of their programme for joint measurements so that if the latter chooses to remain present at that time, he can do so as this will ultimately help to reduce the time gap between the issue of the recommendations for payment of contractor's bill and issue of the payment certificate to the SBI.

(b). The PMC shall in accordance with and as required by the terms of the agreement or agreements entered or to be entered into between the SBI on the one part and the contractor on the other part, certify after due verification that the work measured and recommended for payment of running bills of the contractors are supervised by them and are fully consistent with the type, quality and specifications prescribed in the agreement entered into with the contractors. In the matter of recommending such bills to Bank / consultants, the firm shall be deemed to guarantee the correctness of all such certificates and shall hold themselves, responsible for the correctness of all the bills and certificates scrutinized, checked for and issued by them with the recommendations to the architects, as to the quality control of the work concerned as well as the quantities of various items of works. Before certifying any bill, they shall ensure that the work being certified is in accordance with the designs and specifications. The Bank, however, reserves its discretion also not obligatory to scrutiny the bills, certify and make payment to the contractors in accordance to such scrutiny. This will be without prejudice to the Bank's right to such action as deemed necessary for giving defective / wrong certificate.

6.11 Scrutiny / recommendations / certifications of the contractors running bills by the PMC/Architect and payment by the Bank. The PMC/Architect shall certify the running bills of the contractors within 5 working days from the date of the receipt of the same from the contractor. To avoid delay in payment of R.A. Bill of the contractors, the joint measurements of the executed works by the authorized engineers of the PMC and contractors are required to be recorded from time to time by them 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 works, the measurement work should stand updated so that the recommendations from the PMC for each such running bill can reach within 5 days to the

Architects. The Architects are supposed to satisfy themselves about the recommendations especially to ensure that the disputed / rejected works and the works not sanctioned by the Bank are not included, the quantities are not in excess of the tender quantities unless justified suitably to the satisfaction of the Bank by the Architects / Consultants, the rates allowed by the PMC are not in opinion of the Architects more than 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, deductions for up to date actual payments effected by the Bank / tax deductions made / other recoveries made up to the last running bill in case of each contractor by the Bank are ascertained from the Bank and are given effect in the running bill hand so as to minimize further corrections as the Bank's end, various insurance covers are arranged by the contractors before giving certificate for payments of the bills by the Bank to the contractors. The Architects shall not be responsible for the correctness of the individual measurements, calculations etc. which shall be the responsibility of the PMC. But the Architects should satisfy themselves through their Resident Architect that there is no duplication of measurements and recording of the work done is under proper tender items. To avoid delays in verification on this account, the PMC or his assistants at site may remain associated with the concerned contractors at the time of joint measurements to satisfy himself about work is being measured and under what tender items.

6.12 It is expected that the PMC/Architects work jointly as a team in good spirit with a view to getting the said work completed in the best possible manner and efficiently without bringing in aspect of ego while performing their duties. The PMC/Architects will have right to oversee, defer with contractors opinion in regard to the quality, measurements, rates of part / substituted / extra items etc. without affecting the Bank's interest. However, in the event of any dispute arising out due to difference between the opinion of the PMC/Architects & contractors, the decision of the Bank shall be final and binding on the all.

Normally, the works rejected by the PMC or the rates and / or quantities reduced by them shall not be disputed by the Contractors. However, if they differ with the PMC in this regard they have right to make recommendations / suggestions to the Bank for the Bank's consideration and pending the Bank's decision /s on such points, the PMC shall issue the interim payment certificates. On getting the Bank's decision on such points, the PMC can give effect to the same as may be necessary in the bills to follow thereafter. The PMC will have, however, a right to reject the works, 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 to do so to the Bank.

6.13 The Architects / Consultants are authorized by the Bank for test checking or cross checking of the measurements of the works done by the PMC if and when felt necessary by them and bring the amendments if necessary, to the Employees notice for necessary action. The PMC is authorized by the Bank 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 contractor's contract agreement. The Architects / Consultants are authorized 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 PMC about time lag in the project works and suggest improvement / course of action for PMC's consideration. Similarly, the PMC will be authorized to write to the Architects / Consultants about their requirements from architects / consultants e.g. drawing details, clarifications, contract agreement copies and bring to their notice the discrepancies etc. if any. The PMC shall endorse the copies of all their correspondence with the Contractors and the Architects / Consultants and the Bank.

6.14 The PMC will have right to stop bad / defective work or the work which is not as per the tender items / drawings. The PMC 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 the Architects / Consultants for further necessary action.

#### **7.0 It is agreed between the parties as follows :**

7.1 SBI shall include in all contracts which may be entered into with the contractor or contractors such clauses as would provide for the payment to SBI by the contractor or contractors of adequate damages for losses or delay on his or their part in carrying out the terms of the said contract and the PMC shall take all necessary precautions and discharge all their duties before and during the progress of the work as may be entrusted to them including determining claims of the contractor due to fault or delays caused by the PMC subject to the total liability of the firm on this account being limited to an amount equal to 15% of the total fees payable.

7.2 If the work of construction of anyone 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 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 any way for the consequent delay in the completion of such work.

### **7.3 Liquidated damages**

In the opinion of the Bank, if any delay in execution is attributable to the fault of the firm, 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 PMC shall be limited to maximum of 15% of total fees payable to PMC on entire actual work, for which the PMC's services availed by the Bank. The decision of the Bank in this matter after giving due hearing to the PMC's arguments, shall be final and binding on the PMC.

7.4 SBI may require the firm to go out of Chennai for proper discharge of any of their duties enumerated herein about and on earlier pages without any extra charge of fees. In such case, the firm shall except in the case of visit to work site, Laboratories, quarries be entitled to traveling and Daily Allowance permissible as under.

#### Senior Partners and Senior Consultants

Actual traveling charges (permitted to travel by air) lodging plus boarding charges together not exceeding Rs.2000/- + taxes per day after producing necessary bills / receipts in support of their claims.

#### Other Engineers / Architects / Employees / Junior Partners:

Traveling expenses: 1st class train fare, lodging and boarding charges not exceeding Rs.1,000/- + taxes per day after producing necessary bills / receipts in support of their claims.

### **Security Deposit and Performance Bond**

The firm will furnish to SBI a security deposit in the form of a Bank Guarantee for an amount of 10% of their total fees (approx.) within 30 days of the date of Agreement. On completion of the entire job the Bank Guarantee against security deposit will be converted to a Performance Bond to be valid for 36 months from the date of virtual completion of different works.

### **8. Project Management Consultant's Fees**

8.1 In consideration of the performance of the contract, SBI agrees to pay the firm, as compensation for his services, total professional fees as under: For civil, sanitary and plumbing, electrical, fire protection & A.C. Works etc. ....% fees on cost of works payable to contractors after PMC reports at site.

The fees also include all cost towards living and traveling expenses to site of work/ to laboratories for testing / to different sites for inspection of source of materials etc. cost of stationery, drafting suitable draft replies to CTE's observations, if any/ arbitration proceedings etc. if any, arisen due to dispute between the Bank and any contractors of any works of this project.

## **8.2 Terms of Payment of Fees**

- a. 90% payment against progressive bills after 15 days of payment to the contractor.
- b. 5% after 36 months of settlement of final bills of all the contractors.
- c. Balance 5% after expiry of latest of the Defects Liability periods of the various contractors. OR after attending to the CTE's observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.

## **9. Obligations**

9.1. 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.

9.2. SBI shall not employ any of the firm's employees during the tenure of this contract and for a further period of one year. Also the firm 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 firms service prior to the date of notice for pre-qualification of PMC.

## **10.0. Changes in the Project**

10.1. The 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.

10.2. A change order is written order to the contractors signed by SBI issued after the execution of this agreement, authorizing a change in the scope of the project, services to be provided.

### **11.0 Termination of the Contract**

If the firm fails to perform any of its obligations under this agreement and if SBI is dissatisfied with the services of the firm, SBI may terminate the services of the firm after serving a notice giving the Project Management Consultant a period of one month to wind up without prejudice to other clauses of the agreement.

12.0. SBI's right to perform firm's obligations and termination by the SBI for the cause

12.1 If the firm fails to perform any of its obligations under this agreement, SBI may terminate the services of the firm with such other action as may be available in law during which period the firm fails to perform such obligations, make good such deficiencies.

12.2 If the firm 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 firm with a notice of winding up within a period of one month without prejudice to any right or remedy and after giving the firm and his surety, if any, seven days written notice, during which period firm fail to cure the violation, terminate the services of the consultants with a notice of winding up within a period one month and take possession of the site and may finish the project by whatever method they may deem expedite. In such case, the firm 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 this article.

12.3 The firm 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.

### **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) If any dispute, difference, or question shall at any time arise between the Architects and the Employer as to the interpretation of this agreement or concerning anything herein contained or arising out of this agreement except that state in (I) 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 it is provided herein, that the decision of the Employer is final and binding, the same shall be referred to the Arbitration for settlement of disputes and final decision of the arbitrator to be agreed upon and appointed by both the parties.

ii) For the purpose of appointing the based sole Arbitrator referred to above, the Appointing Authority i.e. the Chief General Manager of local Head Office, Chennai, of the Bank or on his behalf the Asst. General Manager (Premises),(.....)Local Head Office will send within thirty days of receipt by him of the written notice aforesaid to the PMC a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc.

iii) The PMC 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 PMC fail to communicate such selective as provided above within the period Specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

iv) If the Appointing Authority fails to send to the PMC the panel of three names as aforesaid within the period specified, the PMC shall send to the Appointing Authority a panel of three names of technically competent persons not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. The Appointing Authority shall on receipt of the names of the aforesaid persons and appoint his as the sole Arbitrator within 30 days of receipt by him of the panel and inform the PMC accordingly. If the Appointing Authority fails to do so, the PMC 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.

v) 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.

vi) The work under the contract shall, however, continue during the arbitration proceedings, no payment due or payable to the PMC shall be withheld on account of such proceedings except the disputed payment of fees, if any, on account of other provisions in this agreement.

vii) 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.

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

ix) 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 as may be fixed by the arbitrator in his sole discretion.

x) The fees, if any, of the Arbitrator, if require to be paid before the award is made and published by paid 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 costs or any part thereof shall be paid may fix or settle the amount of cost to be so paid.

xi) The award of the Arbitrator shall be final and binding on both the parties.

xii) Subject to aforesaid, the provisions of the Arbitration Act 1940 or any statutory, modification of re-enactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceedings under this clause.

This agreement executed the day and year first written above.

FOR PROJECT MANAGEMENT CONSULTANTS

SHRI :

NAME :

OFFICE ADDRESS :

WITNESS :(1) WITNESS: (2)

NAME : NAME:

ADDRESS : ADDRESS:

FOR STATE BANK OF INDIA

SHRI.....

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STATE BANK OF INDIA

----- DEPARTMENT.

WITNESS :(1) WITNESS: (2)

NAME : NAME:

ADDRESS : ADDRESS: