

AGREEMENT for undertaking deposit work on total turn-key basis including planning, designing i.e. all architectural planning and the execution i.e. Renovation & Furnishing work.

THIS AGREEMENT is made at New Delhi on -----
between Punjab National Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 7, Bhikhaiji Cama Place, New Delhi-110 066 (hereinafter called the 'Employer') and the terms ' Employer ' shall mean and include its administrators, executors and assigns on ONE PART.

AND

----- having its Registered & Corporate Office at ---
----- (hereinafter called the 'Executing Agency') (and the term the ' Executing Agency' shall mean and include its administrators, executors and assigns) on the OTHER PART.

WHEREAS, the Employer has agreed to for awarding / entrusting the works relating to planning, designing, Renovation & Furnishing work of 5th, 6th & 7th floor of Shatabdi Bhawan, Calicut as **“deposit work”** on **“total turn-key basis”** hereinafter referred to as "Project" on the terms and conditions set forth hereinafter and where as the Executing Agency has agreed to undertake and complete the works accordingly.

The award letter dated ----- , copy of which is attached to this Agreement shall form part of the Agreement.

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NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1.0 DEFINITIONS

`**Approval**' means approval in writing by the designated officer of the Employer.

`**Executing Agency**' means the -----

`**Contractor**' means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.

2.0 GENERAL

2.1 The Executing Agency shall be paid the actual cost of work plus the agency charges of thereon for project management, supervision, services including Architectural Services for planning, designing, consultancy services on the actual cost of works.

The payment schedule is as per schedule attached hereby.

2.2 The expression 'actual cost of works' shall include the following:

a) All the final payments made to the contractor(s), suppliers, agency as agreed upon in the tender (if the work is being tendered), or agreed with the Employer (if the work is not being tendered) for the renovation and furnishing of the building, services, related facilities. These shall include the work contract tax, service tax, turnover tax, VAT and any other tax or cess as applicable on the execution of work.

b) All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Employer.

c) Actual cost of site survey, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory including cost of field laboratory equipments and consumables of the field laboratory set up by Execution Agency.

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d) All liabilities of the Executing Agency payable to the contractors/PRWs, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the Executing Agency as balance payment against final bill of these agencies.

2.3 The actual final cost of work shall not include the following for the purpose of calculation of executing agency charges:

- a) Cost of land.
- b) Cost paid by the Employer to local government or any other statutory body or bodies for getting approvals for the project.
- c) Cost of laboratory charges for testing of materials etc.

RESPONSIBILITIES OF THE EXECUTING AGENCY

- 3.0 The planning, designing of the project shall be done by the Executing Agency after getting the design concept and detailed specifications approved from Employer. The Executing Agency shall also get the work executed as per the drawings "Good for Execution" and other details. The Executing Agency shall be responsible for getting local body approvals, if required.
- 3.1 Subsequent to signing of the agreement, the Executing Agency shall forthwith take possession of the site from the Employer and shall nominate a responsible Engineer for execution of the project under intimation to the Employer.
- 3.2 Executing Agency shall prepare preliminary estimates of cost of the various items of work as required by Employer on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, to be worked out as per standard methods.
- 3.3 Executing Agency shall execute the works at preliminary estimated cost inclusive of agency charges for project management and planning, designing, consultancy services. In case at detailed design/ execution stage, if there is an increase in this anticipated cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/administrative justification to the Employer.
- 3.4 Executing Agency shall prepare the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders.

- 3.5 Executing Agency shall be wholly and solely responsible for any observations/Comments/defects pointed out by C.T.E/C.V.C. in the procedures of execution of this project.
- 3.6 The Executing Agency shall be wholly, solely and fully responsible for the timely completion of the project, the quality of work as per tender specification and also the structural safety during & after completion of the project.
- 3.7 It is understood that the Employer or any person authorized by them may inspect and check the Renovation & Furnishing work from time to time to see that the buildings are being constructed as per drawings & specifications as provided in the Banks approved Estimate. If any defects or variation made without the written request of the Employer or are found during the inspection, they will be rectified within 30 (thirty) days from its receipt. During the various stages of execution, Executing Agency shall submit monthly progress reports with site photographs.
- 3.8 The Executing Agency shall be responsible for proper structure specifications and workmanship. Liability for all defects in the Renovation & furnishing work by the executing agency shall rest with them for a period of twelve months from the date of its handing over to the Employer. Executing Agency shall be responsible for satisfactory rectification of defects.
- 3.9 Any defects discovered and brought to the notice of the Executing Agency during the period aforesaid shall be rectified by Executing Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Executing Agency to rectify the defects, the same may without prejudice to any other rights available to it in law, be rectified by the Employer for and on behalf of Executing Agency and at the cost and expense of the Executing Agency, after due notice to the Executing Agency.
- 3.10 The Employer shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Employer to the Executing Agency under this agreement or any other whatsoever. The Employer shall be entitled to claim the balance due and recover the same from the Executing Agency, if the amount claimed is not paid on demand.

- 3.11 The Executing Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the Renovation & Furnishing activity.
- 3.12 The Executing Agency shall be fully responsible to defend any suits or arbitration cases arising out of a project in connection with the work between the Executing Agency and its Contractor(s). All such disputes or differences shall be settled as per the provisions of Arbitration and Reconciliation act, 1996.

4.0 RESPONSIBILITIES OF THE EMPLOYER / EXECUTING AGENCY

- 4.1 The Employer shall demarcate and make available the site for the work at site.
- 4.2 The Executing Agency shall, wherever required, obtain in writing approval of the local bodies or statutory bodies for the planning, construction as contemplated in this agreement. However, the Employer shall help the Executing Agency to the extent of writing letters to local bodies regarding getting such approvals.

5.0 COMPLETION OF THE PROJECT

- 5.1 The date of start of the work shall be reckoned from the 15th day after the signing of agreement.
- 5.2 The work shall be completed in all respect within a period of 15 months decided upon from the date specified in clause 5.1 above.
- 5.2.1 The period of 15 months mentioned at clause no. 5.2 include 6 months for planning and 9 months for execution and completion.
- 5.3 Executing Agency shall be required to complete the Renovation & Furnishing work within the period stipulated in para 5.2 above. In case of delay, which may occur due to the reasons beyond the control of Executing Agency, Executing Agency would approach the Employer with full details for extension in time limit for completion of the works. In case of delay due to sole default on part of Executing Agency, or its contractors / sub-contractors the Executing Agency shall be liable to pay to the Employer compensation (not amounting to penalty) at the rate of not exceeding 1/4 % (One quarter percent) of the total anticipated Execution Agency charges per week of delay subject to maximum of 10% (Ten percent) of the total agency charges or such smaller amount as may be fixed by the Employer.

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- 5.4 Any compensation levied by the Executing Agency due to non-fulfillment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the Employer.
- 5.5 The cost of any arbitration award or the cost as a result of any direction of any court in respect of the work done or to be done shall be borne and paid by the respective parties as per the order of the Arbitrator/Court.
- 5.6 The Executing Agency shall be fully responsible for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the Employer against effect of non-observance of any such laws.
- 5.7 The Executing Agency shall send completion report with as- built drawings and maintenance schedules for all the services to the office of the Employer in writing within 15 days of completion of work.
- Responsibility to obtain Completion Certificate and Occupancy Certificate rests with the executing agency, if required, and the project shall deemed to have been completed and at the stage of handing over only when these are obtained from the local body.
- 5.8 Executing agency shall be responsible for providing temporary infrastructure in the buffer space for shifting of officials working in the space in the buffer space and re shifting them to furnished space till completion of the work as a whole.
- 5.9 Punjab National Bank (Employer) will not be liable directly to the contractors/ suppliers of the items required for execution of contract. Further, Punjab National Bank shall not liable in any manner whatsoever, for damages/compensation under Workmen Compensation Act or any other law or in torts or in civil law. This condition shall be agreed to in the Contract executed between the Executing Agency and Contractor.
- 5.10 The service tax including any other cess as applicable on the execution agency charges shall be paid/reimbursed to the execution agency by Employer in addition to the agency charges.

6.0 ASSIGNMENT OF THE AGREEMENT

The Executing Agency shall not assign or transfer or part with any of the rights, duties of obligations, wholly or in part, under this agreement without the previous consent in writing of the Employer.

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7.0 ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be settled as per the provision of Indian Arbitration & Conciliation Act, 1996. For all such matters the place of dispute shall be taken as New Delhi i.e. Head Office of Employer and all such cases (if any) shall be within the jurisdiction of Delhi Courts. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

For and on behalf of

For and on behalf of

PAYMENT SCHEDULE

- a) The Employer shall give 10% (Ten percent only) interest free advance on approved budget estimate. This advance however would be retained for adjustment against the last bill of the estimated expenditure.

- b) Employer will give further advance of 10% (Ten percent only) of the estimated cost at the time of award of work to the contractor. Employer will recover this advance from the Executing Agency @ 15% from each running bill after 2nd running account bill of the Contractor till the reserve deposit with the Executive Agency equals to the proportionate expenditure required for the 2 continuous months

- c) The Executing Agency shall give the reimbursement bill Bi-Monthly along with their expenditure claim (including agency charges), copy of the expenditure duly certified by a representative of Executing Agency on the project, for reimbursement of expenditure incurred from the funds advanced to the Executing Agency. On completion of work, the accounts of the work shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant.

