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UCO BANK

Circle Office

First Floor, 5, Parliament Street, New Delhi-100 001

Tender Notice No: 2/2015-16

dated 01.07.2015

NOTICE INVITING offers from Project Management Consultant

UCO Bank desires to undertake Construction of Bank' Residential Building at Plot no. 573 & 574, Sector-14, Faridabad of estimated value of Rs. 2.33 crore and for the purpose, it invites sealed offers from reputed Project Management Consultants for rendering professional service as Project Management Project Management Consultant.

Sealed Tenders duly signed and super scribed with **Offer of professional fees towards Consultancy for Construction of Bank' Building at Ahmedabad** in **TWO PART SYSTEM**, PART- I (Pre-Qualification Documents) & PART- II (Bid Documents) to be submitted to **Circle Head, UCO Bank, Circle Office, 1st Floor, 5, Parliament Street, New Delhi-110 001** in two separate envelopes.

We give below other terms & conditions:

Availability of Tender Document:

The Tender Documents both **PART- I** (Pre-Qualification Documents) & **PART- II** (Bid Documents) should be downloaded from the Bank's website **www.ucobank.com** from 01/07/2015 to 22/07/2015.

Date & Place of Submission of Tender:

Upto **3.00 PM on 22/07/2015** at the office of the Circle Head, Circle Office, **1st Floor, 5, Parliament Street, New Delhi-110 001**.

Tender will be addressed to:

Circle Head,

Circle Office

UCO Bank, 1st floor, 5 Parliament Street, New Delhi-110001

Pre-Bid Meeting:

At **3.00 PM on 11/07/2015** at the office of the Circle Head, Circle Office, **1st Floor, 5, Parliament Street, New Delhi** .

Date & Place of opening of Tender:

At **4.00 PM on 22/07/2015** at the office of the Circle Head, Circle Office, **1st Floor, 5, Parliament Street, New Delhi** (However, price bids will be opened at a later date upon vetting of Technical bids and date of opening will be informed to all eligible bidders well in advance.)

Miscellaneous terms:

Service tax	To be paid extra by the Bank as per applicable rate
Other taxes, if any	Rate should be inclusive of all taxes
Scope of works	Duties/responsibilities enumerated in the Annexure -II Please return the same with your signature as a token of acceptance thereof.
Type of works	Building Construction work including Electrical works, Air-conditioning work, Installation of Lifts, Fire Protection System, Rain Harvesting Tubewell, solar Power Plant etc.
Cancellation of offer	The Tender should be based on the Conditions stipulated in the tender documents and that the tenderer should not stipulate his own conditions in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tender. In case, any information as sought for is not given, the offer/tender will be treated as non-bonafide/incomplete and hence will not be considered/may be rejected.
Agreement	Upon acceptance of offer, Project Management Consultant is required to execute an agreement as per Annexure-V on a stamp paper of appropriate value.

Mode of Submission of Tender:

1. In **First Sealed Cover** super scribed with **PART- I (Pre-Qualification Documents)**: It will comprise of documents mentioned in page 6 and a Sealed Cover with the Earnest Money Deposit. Any condition stipulated in Part-I will not be accepted.
2. In **Second Sealed Cover** super scribed with **PART- II (Bid Documents)**: It will comprise of price bid. Any condition stipulated in Part-II will not be accepted.

3. In **Third Sealed Cover** super scribed with Name of work, NIT No, Date & time of Submission & Opening, Name & Address of the Bidder will comprise of both First Sealed cover (**PART- I**) and Second Sealed Cover (**PART- II**).

Bank is not bound to accept the lowest offer and reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever and without any cost or compensation thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the **offerors / bidders**. The notification of opening award of contract will be made in writing to the successful tendered by the UCO Bank.

Circle Head & General Manager

Eligibility Criteria:

1. Applications should be submitted only in Bank's prescribed format (**Annexure – VII**). Additional sheet of papers may be used for submitting the applications, wherever space in the format is found inadequate.
2. Firms applying for appointment of Project Management Consultant should have the persons with Graduate/post Graduate Degree in Architecture/Construction/Civil Engineering from India or abroad and /or possessing the membership of the Institution of Engineers/Indian Institute of Architects/Council of Architecture or any other professional institute.
3. Firms should have the adequate infrastructure / manpower for supervision of civil & sanitary / interior furnishing/Electrical/Air-conditioning/Fire alarm & detection system/LAN work.
4. Project Management Consultants should have at least three years experience in execution of similar work in Banks/Public Sectors/Reputed Private Sector Organization.
5. Project Management Consultants should have successfully executed at least two similar works up to 75% value of the project during last three years.
6. The applicants should have their office / establishment with adequate infrastructure at **Faridabad or NCR of New Delhi**.
7. The Bank reserves the right to visit the establishment of applicants before finalization of empanelment.
8. The Bank reserves the right to accept or reject in part or full any or all applications/offers without assigning any reason and without any cost or compensation therefore.
9. Bank reserves the right to call for report from the existing clients of the applicant if required.
10. The applicants shall have to deposit a sum of **Rs10,000/= (Rupees ten thousand only)** as Earnest Money in the form of **Bankers' Cheque/Demand Draft/Pay Order drawn** in favour of **"UCO Bank"** on any Scheduled Bank payable at **New Delhi without which no offer will be considered**. The Bankers' Cheque/Demand Draft/Pay Order should be submitted together with the offer in a separate envelope superscribed **"Earnest Money"**. Only those offers submitted along with the Earnest Money shall be opened.
11. The amount of Earnest Money will be refunded or released to the unsuccessful offerer without **interest**, after the selection of the successful Project Management Consultants and in the case of the successful Project Management Consultants, this amount will be refunded after 12 months of completion of the **Project**, without **interest**.
12. Due to conflict of interest, the Consultant / Architect and Project Management Consultant cannot be same organization. Therefore, offerer should decide in which category, they would like to render their service. Participation in both the categories will attract disqualifications.

List of documents to be submitted in PART - I

- a) The list of similar works executed in last three years in Banks/Public Sectors/Reputed Private Sector Organization along with completion certificate mentioning therein the details of work with value & date of completion (as per **annexure- VIII**).
- b) Copies of PAN card, Trade License, VAT registration certificate (if applicable), Service Tax registration certificate and any other registration certificates, as may be necessary, as per Rules of local Statutory Authorities.
- c) Copies of certificates on Graduate/Post Graduate Degree in Architecture/Construction/Civil Engineering from India or abroad and /or the membership of the Council of Architecture/Institution of Engineers for consultancy/Indian Institute of Architects or any other professional institute.
- d) Audited account and Balance Sheet for last three years should be submitted
- e) Key personnel permanently employed (as per **annexure –X**).
- f) Application form in **annexure –VII**.
- g) Annexure – I & II duly signed as a token of acceptance
- h) EMD of Rs.10,000/- (Rs ten thousand only) in form of DD/Pay Order favouring UCO Bank, payable at **New Delhi**.
- i) Integrity pact in annexure – VI duly signed as a token of acceptance.

List of documents to be submitted in PART - II

- Basic Fee on tendered items is to be quoted in terms of percentage of accepted value of work

Annexure - I

Instructions to the Applicants

1. Intending Applicants are required to submit their application in Duplicate with full bio-data giving details about their organization, experience, technical personnel in their organization, competence and adequate evidence of their financial standing etc, in the enclosed form which will be kept confidential.
2. While deciding upon the pre-qualification of PMC, great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies.
3. Decision of the Bank in regard to selection of PMC for issue of tender forms for submitting professional fees will be final. The Bank is not bound to assign any reason for acceptance / rejection of any applications.
4. Each page of the application shall be signed. The application shall be signed by person / persons on behalf on of the organization having necessary authorization / Power of Attorney to do so (Certified copies to be enclosed).
5. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.
6. Any letter or document accompanying the pre-qualification form shall be submitted in duplicate.
7. Applications containing false, incomplete and / or inadequate information are liable to be rejected, also mere fulfillment of eligibility criteria does not guarantee selection.
8. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall include those works only which are

individually costing not less than **1.75 crore (Rupees One Crore Seventy Five Lakh only)**.

- a. Clarification, if any required, may be obtained from **UCO Bank, Circle office, New Delhi** Phone No. ----- Fax No-----.
9. Canvassing in any form in connection with pre-qualifications is strictly prohibited and the application of such persons / organizations who resort to canvassing will be liable to rejection.
10. The applications which are received after due date and time are liable to be rejected.
11. Bank reserves the right to reject any / all the applications without assigning any reason, without any cost or compensation thereof.
12. Disputes, if any, with regard to pre-qualification shall be subject to jurisdiction of courts in **Faridabad/New Delhi** only.
12. Consultant should execute "Integrity Pact" on stamp paper of appropriate value as per annexure – VI

Signature of the applicant

Address & Seal

Annexure – II

Scope & duties of the Project Management Consultants

Work consisting of **Civil, Plumbing & Sanitation, Electrical & Security System, Fire Fighting, Landscaping, Elevation Treatment, HVAC, Elevators, IBMS** etc. will be under the scope of PMC. Adherence to Green Building norms shall be a key functional area for PMC as per the spirit and content of the tender.

Pre-Tender Activities:

- ❖ Co-ordination with the Consulting Architect and Bank regarding Project Planning & Site data collection.
- ❖ Scrutiny / finalization of draft tender documents for various trades, Services, complete with Articles of Agreements, special conditions, general conditions of contract, specification, drawings, schedule of quantities, time and progress charts and other material necessary for completing the tender documents and get the same approved by the Bank. For this purpose, specifications, design and drawings, schedule of quantities and estimates and other documents will be supplied by the Architect.
- ❖ Go through the tender specifications, drawings and schedules prepared by the Architects thoroughly and suggest modifications as may be considered necessary to improve the performance and quality of the project components, effect economy in cost and ease in execution, monitoring and control and expedite progress with particular attention, to,
 - Construction techniques and safety and adequacy of temporary construction facilities like form work, scaffolds, etc.
 - Durability of permanent components of structure and fabric
 - Water tightness of roofs, walls, sanitary blocks, basements etc.,
 - Ease of construction at various stages including quality surveillance
 - Strength and stability of the permanent structures and performance of the services; and

- Technical audit and quality control
- In case of any difference of opinion with the Architects, the same may be referred to Bank for final resolution.
- ❖ Evaluate & recommend tenders received and justify & elaborate their recommendations.
- ❖ However, if any of these requirements involves any extra cost or change in specification of item in the Bill of Quantities, prior approval of Bank, before seeking implementation of the same in the tender / construction, shall be obtained.
- ❖ The PMC will assist the Bank to invite tenders in the approved final form. The Earnest Money Deposits / Tender fee shall be collected by Bank.
- ❖ The PMC shall hold at least one pre-tender meeting in a predetermined manner and in consultation with the Consulting Architect and Bank, offer clarifications, if any, sought by the intending tenderers. The minutes of the pre-tender meeting shall form a part of the main contract document for the project.
- ❖ Bank shall receive and open the tenders in the predetermined manner in its office on the appointed date and time, in the presence of intending tenderers, who wish to be present and the Architect/PMC's representatives. The offers so received shall be tabulated, evaluated and assessed justifying the assessment by the PMC. The PMC shall thereafter make recommendations to Bank through Project Architect.
- ❖ It shall be the duty and responsibility of the PMC to advise Bank regarding acceptance or rejection of the tender received. BANK will give the most careful consideration to the advice and recommendations of the PMC but BANK shall have absolute right to accept or reject any or all tenders without assigning any reason whatsoever and without any cost & compensation and the decision of BANK shall be final and binding on all the parties.
- ❖ The PMC shall follow-up and assist to arrange to execute the Contract agreement with the successful tenderers in the format to be approved by Bank on a stamp paper of appropriate denomination.
- ❖ **Scheduling** : Develop a Project Schedule that co-ordinates and integrates the Architect / Engineer's design efforts and BANK's activities with construction schedules, update the Project Schedule incorporating a detailed schedule for all activities of the Project, review the same periodically for examining and crashing certain activities, alarming BANK, including realistic activity sequences and durations, allocations of

layout and materials, processing of shop drawings and samples and delivery of products requiring long lead-time procurement so that flow of work is maintained at site, maintenance of work schedules as brought out in the Master Chart is adhered to.

- ❖ **Project Construction Budget:** Prepare a Project Budget as soon as major Project requirements have been identified and update periodically for the Bank's approval. Advise Bank and the Architect / Engineer if it appears that the Project Construction Budget will not be met and make recommendations for corrective action.

Post – Tender Activities:

- ❖ The PMC will be required, during the construction phase to provide the field supervision and sufficient technical assistance (qualified staff) for check on quality control of the work at site and material used. For this purpose, the Consultants shall have to post their Engineer-in-Charge at the site of work and provide the agreed necessary and adequate technical staff **for day to day supervision** and exercising adequate and constant day-to-day technical supervision over the construction including giving layout, its checking, checking requirements of materials and their procurement in time, conforming to approved specification and accepted standards. Submission of weekly or fortnightly progress report as per the directions of the Bank, submitting recommendations of extra items, deviated items & substitution items including maintaining site records as per IBA / Bank's Works Manual, maintaining data in support of the same, carrying out the field tests of materials, structures etc., and maintaining adequate records thereof and certifying the bills for quantity control, for accuracy and for payment to the Contractors including recommendation of extension applications, extra item variation statements, quality control check for final bills etc., on prescribed forms as per tender.
- ❖ For the purpose of supervision, the PMC should set up a site office under the charge of a competent Resident Civil Engineer, who shall be in complete charge of supervision, administration and management of the works at site co-ordination, direction and control of the said works, as entrusted to the firm. However, the furnished site office premises will be provided by the contractor as per the normal practice within his scope of services.
- ❖ The PMC shall make their own arrangement at no extra cost to Bank for necessary and required instruments/equipments such as theodolites, leveling instruments, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other equipments / instruments including tents for shelter for the staff of PMC, etc.

- ❖ The PMC shall fully & thoroughly supervise the various works at the site including temporary scaffolding works, land development works and ensure complete quality control of the works at the site including materials incorporated in the works and effect measures to get the works completed as per specifications and without any time or cost over-run. **They shall also set up Project Management software at site for monitoring of the project.** They shall provide constant day-to-day technical supervision over the construction including recording of measurements if and when necessary, scrutiny and certifications of contractors bills review and monitoring of materials supply, storage and utilization, so as to ensure requisition and procurement of the same in time by the contractors, conforming to approved specifications and standards. They shall prepare, check and monitor weekly and monthly program of work and submit to the **Bank** through Project Architect, progress reports for the previous periods highlighting delays and, suggest and implement remedial actions necessary for making up lost time along with technical directions and procedure wherever necessary for achieving the same.

- ❖ Ensure that no extra-items / quantities of items are executed until and unless the same have been approved by Bank and maintain necessary site records for the same as soon as the same is envisaged. They will also approve materials after the contractor carries out tests on the same as in tender and / or as per approved procedures and standards laid down in tender, carry out tests on piles (if constructed), concrete structures and other materials, component of works etc., as required and / or as provided in the tender and maintain adequate records thereof. They will certify bills for the accuracy of quantity in the form of MB (Measurement Book) & AMB (Abstract Measurement Book) by recording 100% measurement of work carried out and claimed in the respective RA Bills and quality of the items of work for payment to the contractors maintaining genuine hindrance register, records of site meetings and issuing minutes of the meetings, recommendation of application for extension of time for the Contractors, extra item / price variation analysis on steel and other materials and labour as per the clauses of agreement and quantity variation statements, quality control of materials and workmanship and check for running/ final bills as prescribed by Bank and the statement of theoretical estimate and actual consumption of cement, steel and other identical materials as per specifications, schedules and time period laid down in the relevant construction contracts.

- ❖ Ensure proper establishment of field laboratories on site and off site by contractors to conduct laboratory tests on materials for construction such as cement, steel, bricks, etc., and other tests mentioned in the tender for the construction work approved by Bank. Ensure that essential gauges, instruments and calibration of measuring devices 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 completed erected structures etc., if and as necessary or otherwise required by Bank and maintain adequate records thereof.

- ❖ Suggest modifications, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.
- ❖ Ensure close co-ordination with the Architects, Contractors, RCC Consultants, Service Consultants and all other agencies connected with the Project.
- ❖ Record measurement of work jointly with the contractor & Architect and verify contractors periodic or stage wise bills for the work done and materials / plant / mobilization advance etc. Running bills shall be certified within 10 working days after receipt of the said bills. The certification of all the bills after such verification shall be done by the Architects. Any differences in such certification may be duly recorded in the bill and referred to Bank for its decision, which shall be binding on all concerned.
- ❖ The PMC shall ensure that all observations made during periodic visits by the Consulting Architect about the quality of the work are attended to by the contractors.
- ❖ Before certifying the bills for payment, the PMC shall obtain the endorsement of Consulting Architect to the effect that the work certified is in accordance with the design intentions in general.
- ❖ The payment of Contractors' bills shall be made by Bank on the basis of certificate issued by the PMC and endorsed by Architect, subject to the actual payments made to the contractors after ascertainment by the Bank.
- ❖ Obtain, expedite and check CPM / PERT networks chart prepared by contractor for the project construction scheduling, programming and progress control along with working level, bar charts and top level management milestone chart and resource flow charts for the same and keep constant check on the progress of various activities and co-ordinate with various agencies to get the project completed on time and within the budgeted costs. These charts will also be updated by using computer programs jointly with the Architect and with the respective contractors. They will also suggest suitable remedial actions to be taken to clear bottleneck / delays loss of progress etc., progressively and promptly in consultation with the Architect.
- ❖ Arrange weekly and monthly site meetings of Bank, Contractors, Architects, all Consultants and other agencies involved in the work, for preparing work programs, monitoring the progress, assessing the quality of materials and workmanship and removing deficiencies in physical progress of the works and to plan for activities in forthcoming week / month and record minutes of such meetings and circulating the same to all concerned.

- ❖ The scope of work shall include supervision of construction of civil, electrical, air-conditioning, lifts, sanitary, water supply, fire detection and protection, fire alarm, roads, site development work, IBMS, Elevation Treatment, electronic telecommunication, EPABX, generators, Interior works etc., comprised in the Project as a whole or as may be decided by the Bank.
- ❖ Obtaining from the Contractors and certifying 'AS BUILT' drawings of buildings and the services. Two sets on reproducible paper and soft copies will be made available to Bank.
- ❖ Preparation of detailed self explanatory "**Maintenance Manual**" for safety, repair and maintenance for the buildings and all the equipments and services, provided in the project.
- ❖ For the purpose of supervision and site activities, the PMC shall employ or engage suitable qualified and experienced engineers and overseers of adequate number at their own cost. The deployment of staff at site and period thereof will be decided by the Bank and PMC mutually as per the actual requirement at site.
- ❖ Without prejudice to above clause, the PMC agrees that it shall deploy the **indicative** staff / qualified personnel as mentioned below whenever the work is in full swing at site and / or as need be.

Sl. No.	Designation	Qualification	No	Scope of works
1	Project Manager	BE/B.Tech in Civil Engineering	1	For overall control coordination and liaison purposes. He may or may not be resident at the site. He shall have a minimum of 05 years post qualification experience.
2	Site Engineer (Civil)	Diploma in Civil Engineering	1	He shall have a minimum of 02 yrs post qualification experience for supervision, measurements, testing and quality control and available full time at the site
3	Site Engineer (Electrical)	Diploma in Electrical Engineering	1	He shall have a minimum of 02 yrs post qualification experience to supervise Electrical and AC works and available as and when required at the site..

It is specifically agreed that the Bank shall have no obligation or responsibility for any staff / officers / Engineers engaged by the PMC and the said PMC alone shall have the direct administrative control, supervision and management over them and shall alone be responsible and liable to / for as employer.

- ❖ Attend to the inspection, carried out by the VMSS/VUDA, electric and lift Inspecting Authorities, Labour Authorities, Government agencies, Bank and agencies such as

Chief Technical Examiner of Central Vigilance Commission, New Delhi and any other authorities connected with various works involved in the project and ensure removal of deficiencies pointed out by the agencies during inspection and assist in replying to their observations from time to time till matters are finally cleared and settled.

- ❖ Effect complete administration, supervision and management of construction / supply and installation of machinery, equipments lifts etc., pertaining to the project till expiry of the defects liability period as indicated in the building contract and payment of final dues to the contractors.
- ❖ Effect co ordination with other contracting agencies related to the project for smooth execution of the project.
- ❖ Effect verification of work on virtual and actual completion of the project and issue of completion certificate thereof. For the sake of clarity it is expressly agreed that verification for this purpose means and includes taking and recording of measurement jointly with Architect. Effect Verification of the final bill submitted by the Contractors, as per the terms and conditions of the contract / agreement and certification of the same.
- ❖ Advise BANK with regard to extra claims or disputes / Chief Technical Examiner's observations / Arbitration cases between Bank and the contractors, if any, and assist BANK in case of any dispute till the cases are resolved/finally settled either by mutual negotiation or through arbitration or court, as the case may be.
- ❖ Collect and deliver to BANK, any specific written warrantee/s or guarantee/s given by specialist firms / supplier, including all required trade contractors, insurance policies, performance guarantees and warrantees / work as contractors engaged in the project or any of them before the matter/s goes to BANK or any other Arbitration.
- ❖ Check detailed estimate including quantities and rates in the Bill of Quantities prepared by the Architect / Consultant and confirm there is no anomaly or discrepancy between the description of items in the rate of quantity and the corresponding technical specification and drawings.
- ❖ Rendering generally as such consultants, all technical service as may in any way relate to or arise out of the construction of the said work as have been entrusted to the PMC by UCO Bank.

Annexure- III

GENERAL TERMS & CONDITIONS OF PROJECT MANAGEMENT CONSULTANCY CONTRACT

1. Deduction from the Fees:

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, damages or sum is withheld from payment to the contractor on account of defective work, the PMC's fees in respect of the total value of such defective works shall not be paid. Such fees shall however be paid upon the rectification of the defective work to the satisfaction of BANK. If deficiency is observed purely on the part of PMC in rendering the services smooth and timely completion of the work, the deduction shall be made from their fee as per the gravity of loss to the Bank. Shortfalls observed in posting the staff required for day to day monitoring of the Project as stated above shall be recoverable based on the actual salaries paid /market rate whichever is higher in addition to additional deduction for breach of the clause proportionate to the contract amount as may be deemed fit.

2. The PMC shall not have any objection to the BANK or its Architect maintaining any engineering staff at their own cost at the site of works to carry out work and duties allotted to them by BANK, the Architect, as the case may be, in respect of all works at the site or other areas outside the scope of said PMC's works and for overall surveillance scrutiny and verification necessary at the employer's end.

3. The PMC shall perform their duties as a firm under these presents and will do everything in their power and authority to ensure that the contractor or contractors complete the works as may be entrusted to them according to the specifications and schedules given to them and that no unnecessary delay is caused by them. Services of PMC shall be subject to scrutiny / surveillance / directions of the Architect of the project and PMC shall provide all technical / administrative assistance to the Architect enabling him to conduct his duties and services successfully.
4. The PMC shall not, without the written approval of BANK, make / allow any deviations in the plans or estimates or order any variation, omission, or extras in consequence thereof, fix any new rates for any items of work.
5. The PMC shall promptly notify and get BANK's approval for any changes in the constitution of their firm. It shall be open to BANK to terminate this agreement on the death, retirement, insanity or insolvency of any person who is a employee associated with the Project in the said firm or on the admission or introduction of a new staff, done without the prior approval in writing of BANK. But in the absence of and until its termination by BANK as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm, as aforesaid.
6. The PMC agrees to perform their duties under these presents, so as to cause the completion of the project and of other works as may be entrusted to the firm and everything necessary to render the same fit for the occupation and use of BANK according to the works contracts as also the completion of the several stages of the said

work in accordance with the program to be drawn up and embodied in the contract between BANK and the contractors. The extension of time limit to the contractor under their agreements, if any, given by BANK will have no consequential effects on the PMC's time schedule in respect of works of construction to be completed till then. Extra payment will be admissible to the said PMC on account of such extension of completion of time beyond 12 Months and cushion period as specified in relevant clause of this agreement as per accepted offer of the PMC.

7. The PMC shall not during the subsistence of this contract act as Consultant or give any advice regarding the project to the intending contractors who would tender for undertaking the works, or any other agency gainfully related to / concerned with this work and / or the project.
8. It is agreed and declared that the consultancy services by the PMC have commenced from the date on which the BANK's letter of Intent No _____ has been accepted by the PMC and BANK shall pay to PMC, professional fee at _____ of actual cost of construction (i.e. payment made to the contractors after ascertainment and correction/amendment by Bank, if applied). The cost of construction for consideration of professional fees shall be excluding the PVA amount payable to the contractors and rate difference of material (where basic rate of materials is mentioned) both ways.
9. The contract shall be valid for the currency of a period from the date of actual commencement of the civil works. Thus the overall period of 12 Months will include actual construction period including civil work and all the remaining services within PMC's scope

and excluding the period for obtaining the statutory approvals from the local bodies etc. This overall period of 12 Months shall be extended for a further period of 6 months, and if the work is exceeded beyond the scheduled period plus the cushion period of 6 months, without any extra fess for finalization of contractors final bill & its settlement, then additional fess on monthly basis or fixed lump sum basis on the volume of the work to be executed can be considered on mutually agreed terms (based on actual full time deployment of engineers and actual average salary of 3 months given by PMC on submission of necessary proof etc., as approved by the Bank). The decision in this regard of the concerned General Manager of BANK shall be final and binding on PMC.

10. No change in the constitution of the said PMC shall be made without the prior approval of BANK, during currency of this agreement.

11. It is further mutually agreed as follows:

1. If the work of construction or any one or more of the civil or engineering works or other works therein be substantially interrupted by Force Majeure or by reasons of any orders in writing issued by BANK stopping or suspending the work of construction (on grounds other than because of defective / faulty or 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 BANK in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the PMC shall not be liable in any way for the consequent delay in the completion of such work.

2. BANK may require the qualified personnel / technician / representatives of PMC to go out of project site for proper discharge of any of their duties enumerated hereinabove and on earlier pages without any extra charges of fees. In such case, the said personnel of PMC shall except in the case of visit to work site, laboratories, quarries etc. be entitled to Traveling Daily Allowances permissible as under :

For travel outside from (place of the project), with due authorization of the Bank, the PMC shall be paid as under:

(a) For partners, associates, senior architects and consultants, air fare by economy class / first class AC coach fare both ways (on production of receipt) or actual whichever is less + Rs.1200/- per day as diem allowance.

(b) For other staff including project engineer of PMC 1st class / 2nd AC train fare both ways (on production of receipt) + Rs.900/- per day as diem allowance.

In case the project is located at the Head Quarter of PMC no TA / DA shall be paid by the employer.

It is expressly agreed that no claim shall be made by the PMC for visiting the work site and/or administrative office at New Delhi by any of their staff/consultants etc. for the project work.

12. Obligations of BANK/PMC:

1. BANK shall designate its representatives as and when required for the works / project, who shall be fully acquainted with the project and have authority to communicate approvals

of bill certification, test checking of measurements and quantity of works, project construction budgets, variation and technical approvals of all cases consistent with project schedule and the works contracts.

2. PMC commits itself not to engage / associate or employ any of BANK employees in their firm or associate within two years of their leaving BANK without prior permission from BANK.
3. BANK shall furnish without charge and within a reasonable time all pertinent data and information readily available to it and shall give such assistance as shall reasonably be required by the PMC for carrying out its duties under this agreement.

13. Liabilities and obligations of the PMC:

1. The PMC shall be liable for any violation of legal provision or rights of third parties in respect of patent and / or copy rights introduced into the documents prepared by them.
2. The PMC shall be fully responsible for all the decisions taken and directions given by them in the course of carrying out the works and during the defects liability period.

14. Liquidated Damages Clause:

1. If any delay in execution of the works is attributable to the acts or omissions and commissions of PMC, BANK shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week of delay limited to maximum of 10% of the total actual fees payable for which the PMC agrees hereby that it shall not raise any objection or dispute.

The decision of General Manager (GA), HO shall be final and binding on PMC. This penalty is independent of Security Deposit to be submitted by the PMC.

2. PMC warrants that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and that such service shall be of a quality and standard satisfactory to BANK. The PMC shall indemnify BANK from any damage or loss or extra expenses arising from such lack of care and diligence or arising out of any unsatisfactory performance of service by PMC.
3. The PMC will furnish to Bank a Security Deposit in the form of a Bank Guarantee for an amount of 5% of their total fees (approx) within 30 days of the date of Agreement. On completion of the project, the Bank guarantee against Security Deposit will be converted into a Performance Bond to be valid for 12 months from the date of virtual completion of the last contract.
4. If during the period of contract it is established to the satisfaction of bank that certain risk of damage or loss has occurred due to defective supervision of work, the PMC shall not be entitled for fees for execution of such affected parts of the work, cost of which will be worked out by the Bank and the PMC.

15. Post construction stage obligations:

1. Without prejudice to the foregoing terms and condition, the PMC shall obtain all completion drawings / documents from all agencies and after checking and authentication, submit the same to BANK for its records. The PMC shall give all necessary

technical advice and guidance to BANK during the defects liability period under the relevant contracts with the various agencies engaged in the works.

2. Helping BANK in settling disputes, if any, with the contractors either by negotiations or by arbitration in which it shall actively be involved and aid and advice the BANK.

16. Change in the projects:

1. BANK, without invalidating this agreement, may order change in the project within the general scope of this agreement consisting of additions, alterations, deletions or other revisions. All such changes in the project shall be authorized by change order.
2. A change order is a written order to the contractors signed/authorized by BANK's General Manager (GA), HO issued after the execution of this agreement, authorizing a change in the scope of the project services to be provided.

17. Termination of contract:

1. If the PMC fails to perform any of its obligations or commits any breach under this agreement or if BANK is dissatisfied with the services of the PMC, BANK may issue seven day's written notice intimating the PMC of their failures, delays or deficiencies and calling upon PMC to rectify, within such time as may be specified in the notice and if the PMC fails to performs such obligation or make good such the deficiencies / defects as pointed out to the PMC in the notice, BANK may terminate the services of PMC under agreement, with immediate effect.
2. BANK may also terminate the PMC's services hereunder:

- a. if the firm is adjudged a bankrupt : or
- b. if they make a general assignment for the benefit of their creditors : or
- c. if a receiver is appointed on account of their insolvency : or
- d. they disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works :

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen accrued till date of such termination or that may arise on account of such termination and BANK may get the project completed by whatever method they may deem expedient. In such case, the PMC shall not be entitled to receive any further payments, if due, until the loss damage or expense incurred by BANK due to breach of this agreement by PMC have been settled or paid by PMC. Further, PMC agrees that BANK shall have the right and shall be entitled to claim all costs, charges and damages from PMC and / or to enforce it through any legal recourse or remedies available to it. The Bank shall be entitled to invoke the performance BG with prejudice to its right and contentions.

18. Power to PMC:

The PMC has been given various powers under this agreement for the completion of the project as a supervisor and the said power shall not be deemed to be power of attorney for the development, construction, sale or improvement of the property and shall be utilized by PMC for the limited purpose/s for which it is granted.

19. Arbitration clause:

1. All disputes and differences of any kind arising out of in connection with this agreement of the works should be negotiated first and try to settle the matter amicably between the parties before referring the matter to Arbitration."

2. All disputes and differences of any kind whatsoever arising out of or in connection with this Agreement or the carrying out of the works (whether during the progress of the works or within one year after the determination / discovery or abandonment or breach of the contract) shall be referred by either party for arbitration after giving at least 30 days notice in writing to the other (s) (hereinafter referred to as Notice for Arbitration) clearly setting out the items of dispute for reference to Sole Arbitrator to be appointed as hereinafter provided.
3. For the purpose of appointing the Sole Arbitrator referred to above, BANK will send to the PMC within thirty days of the Notice for Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of BANK or the PMC.
4. The PMC shall on receipt of the names as aforesaid, select any one of the persons so named to be appointed as a Sole Arbitrator and communicate his name to BANK within thirty days of receipt of the names. BANK shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the PMC fails to communicate such selection as provided above within the period specified, BANK shall make the selection and appoint selected person as the Sole Arbitrator from the panel notified to the PMC. If BANK fails to send to the PMC the panel of three names as aforesaid within the period specified, the PMC shall send to BANK a panel of three names of persons who shall all be unconnected with either party. BANK shall on receipt of the names as aforesaid; select any one of the persons named and appoint him as the Sole Arbitrator. If BANK fails to select the person and appoint him as the Sole Arbitrator within thirty days of receipt of the panel and inform the PMC accordingly, the PMC shall be entitled to appoint one of the persons from the panels, the Sole Arbitrator and communicate his name to BANK.

5. If the Arbitrator so appointed is unable to or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed as aforesaid. The Sole Arbitrator shall have power to determine or open up, review and revise any certificate, opinion, or decision, requisition or notice, save in regard to excepted matters or matters in which BANK's decision is final and binding enumerated hereinabove and to determine all other matter in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. Subject to aforesaid, the Arbitration shall be governed by the Indian Arbitration & Reconciliation Act, 1996 or any other statutory modification thereof. The award of the Arbitration shall be final and binding on the parties, It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute of difference in accordance with the terms of reference on the claims, the counterclaims and the contract terms and give a reasoned Award.
6. The fees, if any, of the Arbitration 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, shall be directed to be borne and paid by such party or parties to the dispute, in such manner or proportion as may be directed by the Arbitrator in the award. BANK and the PMC hereby also agree that Arbitration under this clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration. The place of Arbitration will be **at Faridabad/NCR of New Delhi**.

20. Services continued to be rendered notwithstanding any reference or dispute to the Arbitration:

It is specifically agreed that the PMC shall continue to render its services provided herein with all due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to Arbitration until and unless PMC is advised in writing by BANK to discontinue / stop the services. Further, PMC agreed to render necessary assistance and services to the Bank up to a three months period even after termination of the agreement.

21. Confidentiality

The PMC agreed to undertake that they shall hold in trust any information received by them, under the contract/Agreement and the strictest of confidence shall be maintained in respect of such information. The contractor also treats all information as confidential information.

22. Indemnity

The PMC shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the PMC, its employees, its agents or representative, (ii) breach of any of the terms of this agreement. PMC should take full responsibility for its and its employee's actions.

The PMC should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the consultant with Laws/Governmental requirements

- Negligence and misconduct of the Consultant, its employees, and agents
- Breach of any terms agreement
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages.

23. Non Assignment Clause

PMC shall agreed to neither the subject matter of the agreement nor any right here in shall be transferred, sub-contracted, assigned or delegated to any third party by the service provider without prior written consent of the Bank.

24. Performance Guarantee

The PMC will furnish to Bank a Performance Guarantee from nationalized schedule Commercial Bank (except UCO Bank) in the form of a Bank Guarantee for an amount of 5% of their total fees (approx.) within 30 days of the date of Agreement which will be valid for 12 months from the date of virtual completion of last contract with a claim period of further three months. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the consultant is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time.

25. Jurisdiction

All the dispute(s)/difference(s) arising out of the Agreement shall be subject to the jurisdiction of Courts of Law at **Faridabad/New Delhi** only and shall be governed by the Laws in force in India.

26. Agreement to be executed in duplicate:

This agreement shall be executed in duplicate on requisite stamp paper. The original shall be retained by BANK and the duplicate by the PMC.

27. Address for services:

The letter and notices under or pursuant to these represents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement due at their respective address mentioned below the proof of which shall be enough for its due service to the other party. Any change in the addresses shall be duly intimated by the concerned party to all others.

Annexure – IV

Project Management Consultants' Fees (Schedule of Payments)

(i) In consideration of the performance of the contract, BANK agrees to pay the PMC, as compensation for his/their services, professional fees for their services at -----% fees on actual cost of work certified by PMC and payable to the contractor after ascertainment.

(The above fees include all cost towards living and local traveling expenses, cost of stationery, assisting Bank in replying to inspectors remarks of Bank or CTE of CVC, arbitrations if any etc.,)

(ii) Service Tax which has been imposed by Central / State Government on the services rendered by Engineering Consultant (PMC) will be borne by BANK.

(iii) TDS shall be deducted from the fee as per rule.

Stages of Payment:

The payment due to the Project Management Consultants shall be made in the matter to be claimed as indicated below:

(A) Pre-construction period:-

10 % of total fees payable on the basis of tender amount on issue of work order to contractor/s for commencement of work.

(B) During the construction period:-

Cumulative 90% payment against progressive bills after 15 days of payment of the respective bills to the Contractors (including A above).

(C) Post construction period:-

Remaining balance amount of fees shall be paid as follows:

1. 50% of balance amount at the end of 6 months from date of completion of all the works relating to the said project in different trades.
2. 50% of the balance amount after completion of defect liability period.
3. All payments shall be made by ECS/RTGS in favour of the PMC.

For and on behalf of PMC

For and on behalf of BANK

(Sign with Name, designation and seal of the firm of both the signatories)

Annexure – V

FORMAT OF TERMS & CONDITIONS OF AGREEMENT BETWEEN BANK AND PROJECT MANAGEMENT CONSULTANTS (PTS)

Articles of Agreement made at _____ on this day of _____ between _____ (name of the PMC) having its office at _____ hereinafter referred to as the Project Management Consultants (also referred as PMC or Firm) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being and from time to time of the PMC, the survivor or survivors of them, their respective heirs, executors and administrators of the last survivor and their, his or her assigns of the one part, and **UCO Bank, a Body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 as amended by the Banking Laws (Amendment) Act, 1985 having its Head Office at No. 10, B. T. M. Sarani, Kolkata and a branch office amongst other places at (hereinafter called “Bank” which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns) of the other part**

Whereas Bank is desirous of constructing its _____ at _____ hereinafter referred to as the “the project” or “the work” have appointed Architect _____ or proposes to appoint an Architect (hereinafter referred to as “the Architect”). And whereas for the purpose of comprehensive service of complete supervision and management of the said project, Bank is desirous of engaging the PMC.

And whereas the PMC is agreeable to undertake the said work on the terms and conditions hereinafter appearing.

Now therefore this Agreement witnessed the following:

Extent of Agreement

1. The PMC accepts the relationship of trust and confidence established between them and Bank by this agreement. The PMC covenants with Bank to show its professional skills and judgment in furthering the interests of Bank and agrees to do efficient business administration and superintendence and use it in the most expeditious and economical manner consistent with the interest of Bank.

2. This agreement represents the entire agreement between Bank and the PMC 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 Bank and the PMC.
3. The PMC is assigned with construction management responsibility and will perform the following services :
 - 3.1 Develop project schedules for both management and working level use, co-ordinate and integrate the works of the Construction agencies including that of the Architects' so as to achieve Bank's plan, programmes and construction schedules; update the project schedules from time to time and generate detailed working schedules for all activities of project, including realistic activity sequences with respective durations, scheduling and monitoring the issue and implementation of the drawings issued by the Architects, identifying bottlenecks and incorporating remedial measures to make up lost time, if any, review audit and ensure systematic and timely supply of working drawings, detailed estimates/fabrication of drawings and work orders etc. as per conditions of contract entered into with the contractor/s and approval of the same, with prior concurrence of Bank wherever necessary, maintain requisite records and present such documents/reports to Bank as required by them from time to time for necessary action / approval.
 - 3.2 For the purpose of supervision and site activities, the PMC shall employ or engage suitably qualified and experienced engineers / supervisors of adequate number at their own cost and as required, by Bank. The indicative requirement of Engineers, will be as under:

Sl. No.	Designation	Qualification	No	Scope of works
1	Project Manager	BE/B.Tech in Civil Engineering	1	For overall control coordination and liaison purposes. He may or may not be resident at the site. He shall have a minimum of 05 years post qualification experience.
2	Site Engineer (Civil)	Diploma in Civil Engineering	1	He shall have a minimum of 02 yrs post qualification experience for supervision, measurements, testing and quality control and available full time at the site
3	Site Engineer (Electrical)	Diploma in Electrical Engineering	1	He shall have a minimum of 02 yrs post qualification experience to supervise Electrical and AC works and available as and when required at the site..

It is specifically agreed that the Bank shall have no obligation or responsibility for any staff / officers / Engineers engaged by the PMC and the said PMC alone shall have the direct administrative control, supervision and management over them and shall alone be responsible and liable to / for as employer.

4. Scope of the Project Management Consultant

4.1 The scope under Project Management Consultant services shall include, inter alia the following:

4.1.1. The scope of work shall include supervision of construction of works in the fields of civil, electrical, air-conditioning, lifts, sanitary, water supply, fire protection, roads, site developments, rain water harvesting, roof top solar power plants etc., constituting the project, unless otherwise specified.

4.1.2. Complete day-to-day supervision of contractual buildings and engineering services in and for the same along with land development works, ensuring quality control in accordance with tender specifications, drawings and site conditions. Quality control will be exercised at all stages of construction viz. approval of materials usage thereof in proper proportions as per specifications and workmanship at all stages of execution of individual items of work.

4.1.3. Prepare a master CPM/PERT network chart for monitoring and controlling the work progress based on charts of various Contractors for their respective works. PMC shall keep constant check on the progress of various activities and co-ordinate with various agencies to get the project completed on time and within the approved/budgeted costs. In the event of any deviation, these charts to be updated in consultation with the Architect, respective contractor and the revised details should be submitted to the Bank for approval. PMC will also suggest suitable remedial actions to be taken to clear bottlenecks/delays/loss of progress etc. Progressively and promptly, in consultation with the Architect.

4.1.4. Ensure proper establishment of field laboratories onsite and off-site by contractors to conduct laboratory tests on materials for construction such as cement, steel, bricks, concrete etc. and other tests mentioned in the tender for construction work approved by Bank. Ensure that essential gauges, instruments, and calibration of measuring devices are in order whether for testing or for measurement during work. The PMC shall maintain necessary site records and obtain data in support of the same. PMC shall ensure field and laboratory tests through the contractor/s on materials of construction as well as on partially or completed erected structures etc., if and as necessary or otherwise required by Bank and maintain adequate records thereof.

4.1.5. Ensure compliance by Contractor of all Labour Laws and relevant Statutory Acts including labour license, minimum wages act, etc.

4.1.6. Arrange periodical/weekly monthly site meetings as required with contractors, architects, other concerned consultants/agencies involved in the work, with due intimation to the Bank for preparing co-ordinated work programmes, review and monitor the progress, attesting the quality of materials and workmanship and removing deficiencies in physical progress of the works; and to plan for activities in forthcoming week/month and record minutes of such meetings. The PMC shall also submit a fortnightly progress report to the Bank regarding overall progress of the work as per the approved format (as per mutually agreed format).

4.1.7. Ensure close co-ordination with the Architect, contractor/s, structural consultants, service consultants and all other agencies connected with the project including local bodies and statutory authorities. To also ensure various approvals from municipal corporations, fire departments, electricity board / electrical inspectorate, etc. so as to complete the works with all service connection.

4.1.8. Record measurements of work jointly with the contractor and verify contractors' periodic or stage wise bills for the work done and materials/plants/mobilization advance etc. The certification of all the bills after such verification shall be done by the authorized Engineer of the PMC. Certification for measured bills may be scrutinized by Engineers of Architects/Bank.

4.1.9. Suggest modifications, if any, in any item of the tender due to site conditions and advise reasoned justification of cost variations on account of extra items and excesses, supported by proper analysis to the Bank through the Architect.

4.1.10. Attend to the inspection, carried out by the Statutory Authorities, Electrical Inspectorate in case of electrical, Lift, DG set, etc. Government Authorities, Bank and Agencies like Chief Technical Examiner (CTE) of Central Vigilance Commission (CVC), New Delhi and any other Authorities connected with any of the works involved in the project and ensure removal of deficiencies pointed out by the inspecting agency during inspection and assist the Bank in replying to their observations/remarks from time to time till the matters are finally cleared and settled. Architects/Service Consultants as the case may be should be also consulted in such cases while forming such reply.

4.1.11. Effect verification of work on virtual completion as well as actual completion of the project and recommend issue of completion certificates therefore. For the sake of clarity it is expressly agreed that verification for this purpose means and includes taking and recording of measurements jointly

with the Contractor subject to check/test check by Architect/Bank, verification of the final bill to be submitted by the contractors, as per the terms and conditions of contract/agreements and certification of the same.

4.1.12. Advise Bank with regard to extra claims or disputes/arbitration cases between Bank and the Contractor/s, if any, and assist Bank in case of any dispute till the cases are resolved either by mutual negotiation or through Arbitration of court, as the case may be.

4.1.13. Collect and deliver to Bank, any specific written warranty/s or guarantee/s given by specialist firms/others, including all required trade contractors, insurance policies, performance guarantees and warranties as mentioned in the respective contract agreements.

4.1.14. Effect complete administration and management of construction/supply and installation, pertaining to the project contract till expiry of the Defects Liability Period (DLP) as indicates in contract agreement and payment of final dues to the contractors.

5. General Conditions of Project Management Consultancy Contract

5.1. The PMC shall establish the required site office with all the required equipments and furniture, etc. in covered office space provided with basic infrastructure and vacate the same on completion of the project.

5.2. For the purpose of supervision, the PMC agrees that the site office set up (as above) under the charge of a competent Civil Engineer (Site Engineer) who will be in complete charge of the field supervision, co-ordination, direction and control of the said works as may be entrusted to the PMC. The PMC agrees to engage and retain at their cost adequate competent supervisory staff subject to minimum as prescribed in Clause hereinabove.

5.3. The supervisory staff shall exclusively attend to the project works and be available on the site until entire project work as entrusted to the PMC is completed. Bank shall have the right to direct the PMC is completed. Bank shall have the right to direct the PMC, without assigning any reasons, to remove any staff who is considered by Bank, as undesirable.

5.4. The PMC shall be responsible for any damage or loss on account of neglect of professional duty or conduct on the part of such staff or engineers or others. To this effect, the PMC shall indemnify Bank.

5.5. The PMC shall not have any objection to the Bank or its Architect maintaining any Engineering staff at its own cost at the site of works to carry out work and duties allotted to them by Bank, in respect of all works at site or other areas outside the scope of PMC's works and overall surveillance scrutiny and verification necessary at the Bank's end.

5.6 The PMC shall, in accordance with and as required by the terms of agreement or agreements entered or to be entered into between bank on one part, and the contractor or contractors on the other part, certify after due verification that the work measured and recommended for payment of running bills of the contractor/s are fully consistent with the stipulation in the specifications, drawings and Bills of Quantities prescribed in the contract agreement entered into with the contractor/s. In the matter of approving such bills, the PMC shall conform to the rules and instructions issued by Bank and intimated to the PMC subject to further scrutiny by Bank if felt necessary. The PMC shall be deemed to guarantee and correctness of all such certificates and shall hold themselves responsible for the correctness of all bills and certificates issued, scrutinized or checked by them, as to the quality of the work concerned as well as the quantities of various items of works. Before certifying any bill PMC shall ensure that the work being certified is, in general, in accordance with the designs.

5.7 The PMC shall not without the written sanction of Bank make/allow any deviations in the plans or estimates or order any variations, omissions, or extras. In consequence thereof, fix any new rate or rates for any items of work.

5.8. The PMC shall not during the subsistence of this contract act as consultants, or give any advice regarding the project to the intending contractors who would tender for undertaking the works, or any other agency gainfully concerned with this work.

5.9. No change in the constitution of the PMC shall be made without the prior approval of Bank during currency of this Agreement.

5.10. PMC shall ensure storage, utilization and proper accounting of all materials issued by the Bank for the works. PMC shall duly maintain records and Statement of Accounts are periodically submitted as required by the Bank.

5.11. Final settlement of the bills for the jobs shall be completed as per time schedule stipulated in annexure - III

6. Project Management Consultants' Fees

6.1. In consideration of the performance of the contract, Bank agrees to pay the PMC, the professional fees for their services at _____ % fees on cost of works certified by PMC and payable to the Contractor/s.

The above fees include all cost towards living and local travelling expenses, cost of stationery, assisting Bank in replying to inspection remarks of Banks or CTE of CVC, arbitration if any, etc.

6.1A. If due to no fault of PMC, the work is extended beyond the schedule period say increased beyond a cushion period of Six months then additional fees on monthly basis or on fixed lump sum basis, based on the strength of supervisory staff based on the volume of work to be extended can be considered on mutually agreeable terms.

6.2 No deduction shall be made from the PMC's fees on account of any penalty, liquidated damages or other sums withheld from the payment to the contractor/s, but when any penalty damages or sum is withheld from payment to the contractor/s on account of defective work, the PMC's fees in respect of the total value of such defective work shall not be taken into consideration while calculating the fees of PMC.

6.3. When works are executed wholly or in part with old materials or with materials provided by the Bank which involves the PMC to store, record and ensure its utilization in such cases the value of such materials will be taken into consideration for the purpose of calculating the PMC's fees. However, for any works independently undertaken by the bank along with the works under progress where the PMC has no direct role or responsibilities such value of work will not be eligible for PMC fees.

6.4. For travel outside the Headquarters, the PMC shall be paid as follows:

- a) For Project Manager and Consultants within the entitlement of Senior Management of the Bank.
- b) For other staff, within the entitlement of Middle Management of the Bank.

7. Penalty

7.1 If any delay in execution is attributable to the fault of the PMC, Bank shall be entitled to recover damages at the rate of 0.5% of the total fees per week of delay limited to maximum of 10%.

7.2 This penalty is independent of the security deposit.

8. Performance Guarantee

8.1 The PMC will furnish to Bank a Performance Guarantee from nationalized schedule Commercial Bank (except UCO Bank) in the form of a Bank Guarantee for an amount of 5% of their total fees (approx.) within 30 days of the date of Agreement which will be valid for 12 months from the date of virtual completion of last contract with a claim period of further three months. Format of Bank Guarantee (Performance Guarantee) is enclosed as Annexure-XII.

8.2 If during the period of contract, it is established to the satisfaction of Bank that certain risk of damage or loss has occurred due to defective supervision of work, the PMC shall not be entitled for fees for execution of such affected parts of the work, cost of which will be worked out by the Bank and the PMC.

9. Terms of Payment

As per annexure – IV.

10. Changes in the Project

Bank without invalidating this agreement, may order changes in the project within the general scope of this agreement consisting of additions, alterations, deletions or other revisions. All such changes in the project shall be authorized by change order in writing.

11. Termination of Contract

- 11.1 If the PMC fails to perform any of its obligations under this agreement and if Bank is dissatisfied with the services of the PMC, Bank may terminate the services of the PMC with a notice of winding up within a period of one month, after seven days of written notice period too, the PMC fails to perform such obligations or make good such deficiencies as pointed out to the PMC by the Bank in writing.
- 11.2 Further, if the PMC is adjudged bankrupt, or if they make a general assignment for the benefit of their creditors or if a receiver is appointed on account of their insolvency or they persistently disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of the agreement. Bank may terminate the services of the PMC with a notice of winding up within a period of one month without prejudice to any right or remedy and after giving the PMC and their surety, if any, seven days written notice and take

possession of the site, and may finish the project by whatever method they may deem expedient. In such case, the PMC 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 the obligations assumed under this agreement.

- 11.3 Further PMC agreed to render necessary assistance and services to the Bank up to a three months period even after termination of the Articles of Agreement

12. Arbitration Clause

12.1 "All disputes and differences of any kind arising out of in connection with this agreement of the works should be negotiated first and try to settle the matter amicably between the parties before referring the matter to Arbitration."

12.2. All disputes or differences of any kind whatsoever which may at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights or the construction remaining operation or effect thereof or to rights or liabilities of the parties arising out of or in relation thereto whether during or after determination, foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party of the contract to the other of them and to Appointing Authority who shall be appointed for this purpose by the Bank be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

12.3. For the purpose of appointing the sole arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid to the PMC a panel of three names of persons who shall be either Fellows of Institution of Engineers or Institute of Architects of India or retired Judges of High Court and presently unconnected with the organization for which the work is executed.

12.4 The PMC shall on receipt by him of the names 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 persons as the sole arbitrator. If the PMC fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole arbitrator.

12.5 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 persons with qualifications as given in para 12.2 before, who shall all be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the PMC accordingly, the PMC shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Appointing Authority.

12.6. 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.

12.7. The work under the contract shall, however, continue during the arbitration proceedings and no payment due or payable to the PMC shall be withheld on account of such proceedings.

12.8. 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.

12.9. The arbitrator may from time to time, with consent of the parties extend the time for making and publishing the award.

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

12.11. 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 costs 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 costs to be so paid.

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

12.13. Subject to the aforesaid the provisions of the Arbitration Act 1992 or any statutory, modification or enactment thereof and the rules made

thereunder, and for the time being in force, shall apply to the arbitration proceedings under this Clause.

13. Confidentiality

The PMC agreed to undertake that they shall hold in trust any information received by them, under the contract/Agreement and the strictest of confidence shall be maintained in respect of such information. The contractor also treats all information as confidential information.

14. Indemnity

The PMC shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission or misdeeds of the PMC, its employees, its agents or representative, (ii) breach of any of the terms of this agreement. PMC should take full responsibility for its and its employee's actions. PMC should also be liable to indemnify the Bank if delay is caused in rendering the services for which Bank has to pay extra cost, damages or bear extra burden.

The PMC should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the consultant with Laws/Governmental requirements
- Negligence and misconduct of the Consultant, its employees, and agents
- Breach of any terms agreement
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. Format of Indemnity Bond is enclosed as Annexure-XIII.

15. Non Assignment Clause

PMC shall agreed to neither the subject matter of the agreement nor any right here in shall be transferred, sub-contracted, assigned or delegated to any third party by the service provider without prior written consent of the Bank.

16. Jurisdiction

All the dispute(s)/difference(s) arising out of the Agreement shall be subject to the jurisdiction of Courts of Law at Faridabad/New Delhi only and shall be governed by the Laws in force in India.

This agreement executed the day and year first written above.

Signatures :

For Project Management Consultant

For Bank

Authorised Signatory

Authorised Signatory

Witnesses, Name and Address:

1.

2.

Annexure - VI

Integrity Pact

UCO Bank a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 and a Circle Office amongst other places at(Address of concerned CO) hereinafter referred to as **"The Principal"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the **"ONE PART"**

And

..... Hereinafter referred to as "The Bidder/Contractor".

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and / or contractor (s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1.The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Sections 2 – Commitments of the Bidder (s)/Contractor(s)

1. The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Principal's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder (s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/subcontractors.

1. The Bidder (s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 : Criminal charges against violation Bidder(s)/Contractor(s)/Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.
3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should be occasion arise, submit proposals for correction problematic situations.
7. Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.

8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, if expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months ---
- the contract has been awarded.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction of Courts in Ahmedabad only.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Date_____

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

ANNEXURE VII

PREQUALIFICATION OF PROJECT MANAGEMENT CONSULTANT

Basic information

1.	a) Name of the applicant / organization b) Address of the registered offices (With Phone Nos. Fax Nos. & Email ID & Contact Person)	
2	a) Year of establishment	
3	Type of the Organization (whether sole proprietorship, Partnership, private Ltd. Or Ltd. Co. etc.)(Enclose certified Copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners /Directors of the Organization / Firm a)b)c) Enclose certified copies of document as evidence	
5	Details of registration – Whether partnership firm, Company, etc. name of registering	

	<p>authority, date And registration number. Enclose certified copies of Document as evidence.</p>	
6	<p>Whether registered with government / Semi Government/Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)</p>	
7	<p>a) No. of years of experience in the field and details of work in any other field. b) Whether ISO certified, furnish the details.</p>	
8	<p>Area of business activities other than construction, if any, And place of business.</p>	
9	<p>Address of business activities other than construction If any, and place of business</p>	
10	<p>Address of office through which the proposed work of The bank will be handled and the name & designation of officer in charge.</p>	
11	<p>a) Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last -3-years.</p>	

	<p>b) Committed turnover in 2012- 2013</p> <p>2013 – 2014</p> <p>2014-2015</p>	
12	Name & address of Bankers (solvency certificate from a bank to be enclosed for indicating satisfactory financial capacity of the organization)	
13	Enclose copy of latest income tax clearance certificate (Not Mandatory)	
14	PAN No.	
15	Details of registration for sales tax.	
16	Detailed description and value of works done (Performa- 1) And works on hand (Performa- 2)	
17	Details of key personnel permanently employed (Performa-3)	
18	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, Machineries equipments etc.	
19	<p>Furnish the names of -3- responsible persons along with their designation, address, Tel. No., etc., for whose</p> <p>Organization, you have completed the above</p>	1

Annexure- VIII

LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 3 YEARS AND ABOVE.

Each work not less than Rs. 1.75 Crore

SR. No	Name of Work/ Project with Address.	Name & Full postal Address of the owner. Specify.	Contract Amount (Rs.)	Stipulated Time of Completion (Years)	Actual time Of Completion (Years)	Any other relevant Information. Actual amount Of the project. If Increased, give Reasons.	Enclose Clients Certificate For Satisfactory Completion
1	2	3	4	5	6	7	8

Notes:

- Information has to be filled up specifically in this format. Please do not write remark “As indicated in Broacher”.
- **Date shall be reckoned from -----.**
- For certificates, the issuing authority shall not be less than an executive in charge.

Annexure - IX

LIST OF IMPORTANT WORKS ON HAND

(Each work not less than Rs. 1.75 Crore)

SI No	Name of work/ project with address	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact nos. of –2- persons (Engineers or top officials of the organization)	Contract Amount (Rs.) with copy of work order	Stipulated time of completion (years)	Present status of the project	Any other relevant information
1	2	3	4	5	6	7

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Note : Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure.”

Annexure - X

DETAILS OF KEY PERSONNEL, GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE

INCLUDING THAT IN YOUR ESTABLISHMENT

Sr. No.		Name And Designation	Age	Qualification	Experience	Nature of Works handled	Name of the projects handled costing over Rs.9 crores	Date from Which Employed in your organization	Indicate Details Of Experience for similar projects
1		2	3	4	5	6	7	8	9
1.	Details of In-house qualified Architect								
2.	Details of qualified in-house structural Engineers.								
3.	Details of qualified In-house civil engineers, with details of experience in similar works.								
4.	Details of in-								

	house qualified water supply & sanitary engineers								
5.	Details of in-house qualified electrical engineers								
6.	Details of in-house qualified Engineers for fire protection & Detection works.								
7.	Details of other in-house specialists available)for lift works & other electro mechanical works HVAC, Pumps & generators, Sound System etc.								
8.	Details of in-house qualified Air conditioning Engineers.								
9.	Details of in-house specialists available for landscaping work								
10.	Details of in-house specialists for any other work								
11.	If the applicant is having existing association/collaboration or likely to form a consortium								

of/ with other consulting Engineers/Contractor for the special work, the details of the intended set up shall be given along with details of technical staff similar lines the activities from items 2 to 9 above the details to be given along with the details of the firm they intend to collaborate.									
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Notes:

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Broacher".
2. Indicate other points, if any, to show your technical and managerial competency to any important point in your favour.

Annexure -XI

Details of Infrastructure in Office

Sr No.	ITEMS	NUMBERS	DETAILS
1.	Office Premises, Area etc.		
2.	Fax M/c		
3.	Telephones		
4.	Other instruments		
5.	Software used for planning		
6.	Reference books used		
7.	Subscription to magazines		
8.	Any other information		

Sign & Seal

Annexure – XII

[Format of Bank Guarantee (Performance Guarantee)]

On Non-judicial Stamp Paper of Rs.100/-

To

UCO Bank,

.....

.....

.....

BANK GUARANTEE NO. DATE

Name of Issuing Bank

Branch

Address

In consideration of UCO Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, as amended from time to time, having its Head Office at No.10, BTM Sarani, Kolkata – 70000, having appointed Shri/Messrs,

a Proprietary/Partnership/Limited Company, having its Registered Office at (hereinafter referred to as “the PMC”) for rendering professional services as PMC for the purpose of designing and supervision of the proposed building (give nature of works viz. offices/flats, etc.) hereinafter referred to as the Project, for due fulfillment by the PMC of all the terms and conditions contained in the Articles of Agreement dated entered into between UCO Bank and the PMC, on submission of a Bank Guarantee for Rs. (Rupeesonly), We,

Bank Branch , do on the advice of the PMC, hereby undertake to indemnify and keep indemnified UCO Bank to the extent of the said sum of Rs. (Rupees only).

1. We, Bank, Branch, agree that if a written demand is made by UCO Bank through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Bank, Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to UCO Bank within a week from the date of such demand by an Account Payee Banker's Cheque drawn in favour of "UCO Bank", without any demur. Even if there be any dispute between the PMC and UCO Bank, this would be no ground for us, Bank, Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that if We, Bank, Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for UCO Bank to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the PMC.

2. We, Bank, Branch, further agree that a mere demand by UCO Bank at any time and in the manner aforesaid, is sufficient for us, Bank, Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the PMC and no protest by the PMC, made either directly or indirectly or through Court, can be valid ground for us, Bank, Branch, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.

3. We, Bank, Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said Articles of Agreement by the PMC and that it shall continue to be enforceable till all the terms and conditions of the said Articles of Agreement have been fully complied with and/or satisfied/fulfilled and/or till UCO Bank certify that the terms and conditions of the said Articles of Agreement have been fully and properly observed/fulfilled by the PMC and accordingly, UCO Bank have discharged the Bank Guarantee, subject, however, that this Bank Guarantee shall remain valid up to and inclusive of day of 20.... and subject to the provision that UCO Bank shall have no right to demand payment against the Bank Guarantee after the expiry of calendar months from the expiry of the aforesaid validity period up to or any extension thereof made by us, Bank, Branch, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of 100/-, only on a written request by UCO Bank to the PMC for such extension of validity of this Bank Guarantee.

4. We, Bank, Branch, further agree that without our consent and without affecting in any manner our obligations hereunder, UCO Bank shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Articles of Agreement or to extend the time for full performance of the said Articles of Agreement including

fulfilling all obligations under the said Articles of Agreement by the PMC or to postpone for any time or from time to time any of the powers exercisable by UCO Bank against the Consultant and to forebear or enforce any of the terms and conditions relating to the said Articles of Agreement and We, Bank, Branch, shall not be relieved from our liability by reason of any such variation or extension being granted to the PMC or for any forbearance, act or commission on the part of UCO Bank or any indulgence by UCO Bank to the Consultant or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Bank, Branch.

5. We, Bank, Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of UCO Bank in writing.

Notwithstanding anything contained herein :

- (1) Our liability under this Bank guarantee shall not exceed Rs(Rupees.....) only
- (2) This Bank Guarantee shall be valid uptoand
- (3) We are liable to pay the guaranteed amount of any part thereof under this Bank Guarantee only and only if you serve upon a written claim or demand on or before(date of expiry of Guarantee).

6. Dated theday of..... for(Indicate the name of the Bank).

Signature

Signature

Name :

Name :

Designation :

Designation :

..... Bank

..... Bank

..... Branch

..... Branch

(OFFICIAL SEAL OF THE BANK)

(Format of Indemnity Bond)

On Non-judicial Stamp Paper

INDEMNITY BOND

Know all men by these presents that By THIS BOND, I/we, Shri/Smt....., son/daughter/wife of Shri....., residing at, by occupation, the Proprietor/Partner/Director of, having office at, do hereby execute indemnity Bond in favour of UCO Bank having its Head Office, at no. 10 B.T.M. Sarani, Kolata-700001 and Circle Office among other places at(Address of concerned Circle Office)

Whereas UCO Bank has appointed as Project Management Consultant for their proposed contraction of building at.....in response to Tender Notice No.dated.....

1. WHEREAS, UCO Bank had stipulated that every tenderer has to furnish an Indemnity Bond in favour of UCO Bank to indemnify the Bank against all losses, damages, incurring extra burden for completion of the Project, mentioned in the Articles of Agreement, for delay in rendering services and/or my/our acts of omission and commission or misdeeds with regard to the implementation of the Project.

2. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/Consultant named hereinabove shall indemnify and keep harmless the UCO Bank for their acts, omissions or misdeeds and any damages, prosecution other legal suits and claims arising out of any mishaps occurring at the site due to defective supervision of work and also indemnify the UCO Bank against all losses, damages, incurring extra burden in completion of the Project, etc. for delay in rendering services and/or my/our acts of omission and commission or misdeeds with regard to completion of the Project, as demanded by UCO Bank and which shall be legal and/or claimed by UCO Bank during the execution of the Project and after completion of the Project.

3. AND the Consultant hereunder agree to indemnify and at all times keep indemnified UCO Bank and its administrators and representatives against all possible claim or demand for all losses, damages and incurring extra burden for completion of the Project, etc. for delay in rendering services and/or acts of omission and commission or misdeeds on my/our part.

4. Our obligation herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement of the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the Bank or Indemnifier.

5. Our obligation under this Bond shall not be affected by any act, omission, matter or thing which would reduce, release us from any of the indemnified obligations under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or agreement (whether or not known to it, or to the Bank).

IN WITNESS WHEREOF, I,, the
Proprietor/Partner/Director of(name of the PMC)
hereto set and seal this the Day ofin the year 2015 at

.....

(Signature of the Indemnifier)

Witnesses :

1. Signature :
Name :
Address :

2. Signature :
Name :
Address :

Price - Bid

Price bid:

We give below our fees as percentage of actual project cost as per RFP for giving Project Management Consultant services for construction of Residential building of UCO Bank At Faridabad as under:

Fees on project cost in %	
----------------------------------	--

- Rate should be quoted in both words & figures**
- Service Tax will be paid extra, as applicable, by the Bank**

Signature with seal of the Project Management Consultant

Date: