

Bankers institute of Rural Development, Lucknow

Request for Quotation

**Selection of Architect cum Project Management Consultant for
various Civil & Interior works at BIRD campus, Lucknow**



Name of the Bidder:

Address:

Last date of Submission: 20 Nov 2019 up to 14:00 hours

Earnest Money Deposit: Rs.5,000/-

Request for Quotation-Technical Consultancy

(Only from Empanelled contractors with BIRD for Architectural Designing/Interior Designing Services)

Ref. No. BIRD. Lucknow/DPSP/10/Renovation-Architect cum PMC/2019-20
24th October 2019

M/s,

Dear Sir,

Quotation for Selection of Architect cum Project Management Consultant for various Civil & Interior works at BIRD campus Lucknow

Banker's Institute of Rural Development, Lucknow invites offer from Interior Designers/Architects (Architectural Consultants)/PMC who are empanelled in Banker's Institute of Rural Development, Lucknow to take up the consultancy for rendering **Architectural cum Project Management Consultancy Services for various Civil & Interior work at Banker's Institute of Rural Development Campus, Lucknow**. Brief description of the planned projects are mentioned in this quotation document. Applicants are requested to submit their offer in sealed envelope for the aforesaid work as per terms and conditions and other requirements as mentioned more specifically elsewhere in this document.

2. Applicants are advised to submit their quotation which can be downloaded from our website <http://www.birdlucknow.in/tender-and-adv/>

3. Properly filled applications shall be submitted in a sealed envelope duly furnishing all the required information. Envelope should super-scribed as "**Quotation for Selection of Architect cum Project Management Consultant for various Civil & Interior work at BIRD campus, Lucknow**" and addressed to "Director, Banker's Institute of Rural Development, Sector-H, LDA Colony, Lucknow" so as to reach this office **latest by 14:00 hours on 20.11.2019**. The quotations shall be submitted in 'Original' to Banker's Institute of Rural Development.

4. The bids shall remain valid and open for acceptance for 03 months from the date of submission.

5. EMD may be paid by demand draft/e-payment receipt of Rs. 5,000/- (Rupees Five Thousand Only), drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD's Saving Account Number-5411848265 maintained with Kotak Mahindra Bank, Ashiyana Branch, Lucknow-226010 (IFSC Code- KKBK0005199). No Bank guarantee shall be accepted.

6. A **pre-bid meeting** is scheduled to be conducted at 11:00hours on **13 Nov 2019** at our office in above address. Bidders or their authorized representatives are requested attend the meeting. The decisions taken by the Banker's Institute of Rural Development, Lucknow on the queries raised by various bidders, will also be part of the quotation. Hence, interested parties are advised to attend the pre-bid meeting or see the clarifications of the pre-bid meeting which will be uploaded on website subsequently.

7. **Quotations shall be opened at 15:00 hours on 20 Nov 2019** in the presence of the bidders/their authorized representatives, who chose to be present.

8. The bids shall be accepted only in respect of those bidders whose quotations are in line with the requirements as per the conditions of this document and if the same is acceptable to the Employer. The decision of the Employer in this regard shall be binding on the bidders and not open to question or appeals.

9. Quotations received later than the time and date prescribed, on account of any reason whatsoever as also telegraphic and faxed quotations shall not be considered.

10. Banker's Institute of Rural Development reserves the right to accept any or reject all the applications without assigning any reason thereof.

11. Any conditional offer will not be accepted. For any clarifications, you may contact Premises Section personally or by sending e-mail at dpsp.bird@nabard.org

Yours faithfully,

(Mukesh Vats)
Joint Director

तकनीकी निविदा
निविदा आमंत्रण सूचना
(केवल बर्ड के माध्यम से सूचीबद्ध ठेकेदारों के लिए)

संदर्भ सं बर्ड/लख./10/नवीनीकरण-वास्तुकार सह पी.एम.सी./2019-20
दिनांक : 24 अक्टूबर 2019

महोदय,

बैंकर्स ग्रामीण विकास संस्थान, लखनऊ, उत्तर प्रदेश में विभिन्न सिविल और आंतरिक कार्यों के लिए आर्किटेक्ट कम प्रोजेक्ट मैनेजमेंट कंसल्टेंट के चयन के लिए कोटेशन

1. बैंकर्स ग्रामीण विकास संस्थान (बर्ड), लखनऊ, उत्तर प्रदेश, विभिन्न सिविल और आंतरिक कार्यों के लिए आर्किटेक्ट कम प्रोजेक्ट मैनेजमेंट कंसल्टेंट के चयन के लिए प्रस्ताव आमंत्रित करता है। सलाहकार के चयन पर निर्णय लेने में, निर्दिष्ट समय सीमा के भीतर आवश्यक सेवाएं प्रदान करने के लिए आवेदकों की क्षमता पर जोर दिया जाएगा।
2. आवेदकों से अपने कोटेशन प्रस्तुत करने हेतु अनुरोध है, आवेदन पत्र हमारी वेबसाइट <http://www.birdlucknow.in/tender-and-adv/> पर उपलब्ध है।
3. सभी आवश्यक सूचनाओं को विधिवत प्रस्तुत करके सील बंद लिफाफे में उचित रूप से भरे गए आवेदन प्रस्तुत किए जाएंगे। बंद लिफाफे को बर्ड परिसर, लखनऊ में विभिन्न सिविल एवं आंतरिक कार्यों के लिए आर्किटेक्ट कम प्रोजेक्ट मैनेजमेंट कंसल्टेंट के चयन के लिए कोटेशन के रूप में सुपर-स्क्राइब किया जाना चाहिए। "निदेशक, बैंकर्स ग्रामीण विकास संस्थान (बर्ड), सेक्टर-एच, एलडीए कॉलोनी, लखनऊ" को संबोधित किया गये कोटेशन 20.11.2019 को 14:00 बजे तक इस कार्यालय को 'मूल' में जमा किए जाएंगे।
4. कोटेशन प्रस्तुत करने की तारीख से 03 महीने के लिए कोटेशन स्वीकृति के लिए खुली रहेगी।
5. EMD का भुगतान डिमांड ड्राफ्ट / ई-पेमेंट रसीद रुपये से किया जा सकता है। डिमांड ड्राफ्ट 5000 / - (पांच हजार रुपये केवल), जो कि बैंकर्स ग्रामीण विकास संस्थान, लखनऊ के पक्ष में देय हो या इसे सीधे कोटक महिंद्रा बैंक, आशियाना के बर्ड के

सेविंग अकाउंट नंबर 5411848265- शाखा, लखनऊ- 226010 पर जमा किया जा सकता है, (IFSC Code - KKBK0005199) कोई बैंक गारंटी स्वीकार नहीं की जायगी।

6. **एक पूर्व-बोली बैठक** 13.11.2019 को 11: 00 बजे से पहले हमारे कार्यालय में उपरोक्त पते पर आयोजित की जानी है। बोलीदाताओं या उनके अधिकृत प्रतिनिधियों से अनुरोध किया जाता है कि वे बैठक में भाग लें। बैंकर्स ग्रामीण विकास संस्थान (बर्ड), द्वारा विभिन्न बोलीदाताओं द्वारा उठाए गए प्रश्नों पर निर्णय भी कोटेशन का हिस्सा होंगे। इसलिए, इच्छुक पार्टियों को पूर्व-बोली बैठक में भाग लेने या पूर्व-बोली बैठक के स्पष्टीकरण देखने की सलाह दी जाती है, जिसे बाद में वेबसाइट पर अपलोड किया जाएगा
7. दिनांक 20.11.2019 को 15:00 बजे तक कोटेशन खोला जाएगा। अतः इच्छुक बोलीदाता / उनके अधिकृत प्रतिनिधियों में जो उपस्थित होना चाहे, वह उक्त समय पर उपस्थित हों।
8. कोटेशन केवल उन बोलीदाताओं के संदर्भ में स्वीकार की जाएगी, जिनके कोटेशन इस दस्तावेज़ की शर्तों के अनुसार आवश्यकताओं के अनुरूप हैं और यदि यह नियोक्ता को स्वीकार्य है। इस संबंध में नियोक्ता का निर्णय बोलीदाताओं के लिए बाध्यकारी होगा और प्रश्न या अपील के लिए खुला नहीं होगा।
9. किसी भी कारण से निर्धारित समय और तिथि से बाद में प्राप्त किए गए कोटेशन, चाहे जो भी टेलीग्राफिक और फैक्स किए गए हों, पर विचार नहीं किया जाएगा।
10. बैंकर्स ग्रामीण विकास संस्थान (बर्ड), के पास बिना किसी कारण बताए किसी भी आवेदन को स्वीकार करने या अस्वीकार करने का अधिकार है।
11. कोई भी सशर्त प्रस्ताव स्वीकार नहीं किया जाएगा। किसी भी स्पष्टीकरण के लिए, आप परिसर विभाग से व्यक्तिगत रूप से संपर्क कर सकते हैं या dpasp.bird@nabard.org पर ई-मेल भेज सकते हैं।

धन्यवाद ,

[मुकेश वत्स]

संयुक्त निदेशक

Quotation for Selection of Architect cum Project Management Consultant for various Civil & Interior work at Banker's Institute of Rural Development campus, Lucknow

Form of Quotation

The Director
Banker's Institute of Rural Development
Lucknow-226012

Madam,

I/We have read and understood the Request for Quotation and contents and instructions in the quotation document such as Scope of Work, Scale of Charges, Method of Payment, Time Schedule for Assignment, Price Bid instructions and other terms and conditions of this document. I/We hereby declare that the information furnished by me/us in the quotation document is correct to the best of my/our knowledge and belief.

Memorandum:

- (a) Description of work: Quotation for selection of Architect cum Project Management Consultant for "various civil & Interior work of classrooms at BIRD campus, Lucknow."
(b) Earnest Money Deposit: Rs. 5000/-

Should this quotation be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said conditions of the quotation annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the Banker's Institute of Rural Development, the amount mentioned in the said quotation conditions.

The names of partners of our firm are:

- (i)
- (ii)

Name of the partner of the firm Authorized to sign

Yours faithfully,

Signature

Date:

Place:

Note: Banker's Institute of Rural Development Lucknow, which is a training establishment of National Bank for Agriculture & Rural Development, shall hereinafter be referred as "Employer".

A. Scope of Work

Scope of the consultancy shall include the following works:-

- 1) Taking the Employer's instructions and after visiting the site and detailed surveying and investigations, preparing 2D detailed sketch with dimensions, preparing 3D walk through of the proposed designs, (if needed according to the requirement of the Employer), preparing plans with alternative schemes, preparing presentation wherein the details of the scheme may be explained in detail before senior management of the Employer and any doubt that may arise thereof may be clarified and changes, if any, suggested in the proposed design may be incorporated or deleted as found suitable, to meet the needs of the Employer, so as to enable the employer to select the design and the scheme.
- 2) Preparing preliminary project cost estimate with detailed specifications on the final sketch design and scheme and preparing report on the merits of the selected scheme, so as to enable the employer to take a decision on the sketch designs and the scheme as a whole and approve the same.
- 3) Preparing final project cost estimate with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the Employer and submitting to the Employer.
- 4) Appointing and instructing other consultants, such as Electrical Consultants, HVAC consultants etc. for the said works or part or portion thereof as may be considered necessary by the Employer at the Architects own cost and paying the fees to such other consultant.
- 5) Submitting the drawings as approved by the Employer to appropriate authorities and obtaining their approvals, wherever required.
- 6) Preparing complete final architectural and detailed working 2D interior/exterior drawings with dimensions in MKS system and making 3D view walk through if needed/required by the employer. The Architect shall get all these drawings and cost estimates approved by the employer before releasing the same for execution or adoption. Architect shall submit minimum 3 sets of final approved drawings of required size separately to the Employer for reference and for record.
- 7) Drawing up detailed tender documents for all the civil/interior/furnishing works, electrical work, LAN cable work, minor HVAC work, loose furniture's and bought-out-items, state-of-the art equipment's etc. complete with specifications, drawings, schedule of quantities, time and progress charts and any other material necessary for completing

the tender documents and get the same approved by the Employer. Suitable time schedule shall be worked out mutually for the completion of the above items.

8) The selection of the contractors for the execution of work will be through competitive bidding. Preparing the tender documents, preparing select list/pre-qualification list of the contractors with the approval of the Employer, inviting tenders, preparing comparative statements and submitting assessments and recommendation thereon, arranging pre-bid meeting of contractors in consultation and jointly with the Employer and preparing the minutes of pre-bid meeting and submitting to the Employer for approval and after employers decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Employer after obtaining Employers approval for the contracts.

9) Preparing requisite number of copies of the contract documents of the various trades including all drawings, specifications and other particular and such further details and drawings as are necessary, for the use of the Employer, the contractors and the site engineers for the proper execution of the work.

10) Assuming full responsibility for design of all works, for the quantity of the materials used in the work and installations and ensure that the execution is according to the designs, drawings and specifications.

11) Assuming full responsibility for supervision including day-to-day supervision, monitoring, quality control, co-ordination with Employer and the contractor and reporting daily progress by posting sufficient number of qualified technical staff as necessary to ensure proper and timely execution of the said works as per drawings and specifications. Site Engineers shall be engaged full time during the progress of work on daily basis throughout the entire period of the Project for day to day supervision, ensuring smooth progress by prompt supply of drawings and giving proper directions and also co-ordination with all the agencies engaged in the execution of various items of work as required. The technical staff will invariably report to the department every day and keep the Employer's Officers/Engineers involved updated. The Architect shall have to co-ordinate his work with the works of all other trades.

12) During course of the execution of the project any changes in the design, taking measurements jointly with the contractors after completion of every stage of items of work, recording measurements and quantities in specified measurement books at the site, preparation of computerized soft copies of measurements and quantities in spread sheets and certification of measurement sheets with sign and stamp in all pages of measurement sheet and submitting the certified measurement sheets to Employer.

13) Preparing the rate analysis of extra/substitute items, if any, with reference to CPWD

Delhi Schedule of rates with due recommendations and submitting to Employer for its approval in case of Non-schedule items, market rate analysis will be done.

14) Certifying the Running Account Bills and Final Bills of the contractors with due recommendations preferably within a weeks' time of submission of bill by the contractor and submit to Employer for sanction so that the employer shall be able to make payments to the contractor within reasonable time.

15) Preparing detailed comparative statements of works carried out with respect to actual sanctioned awarded quantities with remarks and recommendations to excess and savings of quantities and submit to Employer along with certified RA Bills.

16) Review meetings will be held at Employer office on a fortnightly basis in the presence of architect, contractor and a representative of the Employer and issues related to smooth execution of the project shall be discussed. The minutes of the meetings shall be recorded by the Architect and get it approved by Employer. The changes as decided in review meeting and as per the approved minutes shall be communicated to the contractor in writing by the Architect within a week's time of the review meeting.

17) Issue a virtual completion certificate after completion of work at site and submitting the final two sets of 2D drawing of the completed work (as bilt drawings) with soft copies. The work executed along with the completed drawing will be jointly inspected along with the contractor, architect and Employer representative before settling the final bill.

18) Any other services incidental to or connected with the said works usually and normally rendered by architect and not referred to in any of the items referred to above.

19) The Architect's association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The Architect will plan the works in such a way that the project could be completed within the scheduled time specified in the tender of the project.

20) Indicative list activities to be carried out in BIRD in current and next financial year:

- a) Repairing/ Renovation of office & Hostel Building.
- b) Polishing of furniture.
- c) Provision of Polycarbonate sheet sunshade to protect from rain.
- d) Replacement of Flooring/Carpets at various places.
- e) Renovations of toilets at office.
- f) Minor water proofing work and repairing of construction joints
- g) Modification in executive dining rooms
- h) Provision of new furniture at some hostels rooms.
- i) Any other work felt necessary.

21) Though the consultancy services will be awarded to agency quoting lowest service charges. BIRD reserves the right to award the work to other consultant at L1 rates, if the consultant fails to complete work as per the schedule indicated in tender.

22) The rates will be valid for works taken up in financial year 2019-20 & 20-21.

B. Scale of Charges:-

The consultant shall quote his/her remuneration in Annexure-II for the services rendered by him/her in relation to the said works and in particular for the services herein mentioned as the percentage of actual cost of individual project, inclusive of all taxes. GST shall be paid extra as applicable. The rate quoted by architect shall be applicable to all projects & separate payment will be made for each tender.

C. Method/Mode of Payment:-

(i) The fees set out in Annexure-II herein shall be initially calculated and paid on the basis of the estimated value of the entire works as approved by Employer till the work is awarded and thereafter as per accepted tender cost and the same shall be paid proportionately upon completion of each stage of work as indicated below. The total fee, however, will be calculated and finally settled on actual cost of works including extra/substitute items. TDS, as applicable, shall be deducted while settling the bills.

- 20% of the total fees after approval of and finalisation of the scheme.
- 15% of the total fees after submission and approval of the estimate and tender documents for the projects.
- 15% of the total fees after awarding of the works to contractors.
- 15% of the total fees after execution of 50% of the work.
- 15% after certification of the final bill of contractors.
- 15% after settlement of the final bill of the contractor.
- 5% after the expiry of the defect liability of the contractor's work.

(ii) If BIRD decides to abandon any of the project, the payment upto that stage only shall be made as per above schedule.

D. Time Schedule for Assignment:-

Following time schedule shall be generally followed by the Architect for his important stages of consultancy assignment unless otherwise specified separately in the work order according to nature of the work:

Stages of Assignment	Time Schedule
Submission of initial scheme after the date of receipt of work order	Within 10 days.
Submission of Final Scheme	Within 7 days of approval of corrected initial scheme.
Submission of draft detailed estimation, draft tender document with BOQ and drawings.	Within 10 days of approval of final scheme.
Submission of fair detailed estimation, tender document with BOQ and drawings	Within 7 days of approval of draft detailed estimation and tender document.
Scrutiny of Technical Bid, submission of scrutiny statement with recommendations.	Within 14 days of opening of Technical Bid.
Scrutiny of Price Bid, submission of Comparative Statement with recommendations.	Within 7 days of opening of Price Bid.
Submission of progress report of the project.	Every fortnight.
Review meeting of the project with contractor, consultant and Employers' Engineer	Every fortnight.
Certification of RA Bill of the contractor and submission.	Within 7 days of submission of RA Bill by the contractor.
Certification of Final Bill of the Contractor and Submission	Within 21 days of submission of final Bill by the Contractor.

E. Other Terms & Conditions:-

- 1) Before quoting the fees, the consultant shall visit and inspect the site and shall make his own assessment about the projects.
- 2) The fees will be calculated as the percentage of quoted on the actual cost of work as executed as supervised by the Consultant and paid to the contractors. The item of works, which are carried out by the Employer directly, shall be excluded from the aforesaid actual cost to be taken into account for calculation of fee. The Consultant's fee included all the expenses related with salaries of site engineer, other staff, consultant's fee and profits, local conveyance, TA, DA, etc. for visiting to our office and site for review meetings/inspection of works.
- 3) The Consultant will be selected according to the lowest among total quoted fees of for the project.
- 4) The Consultant shall depute sufficient number of technical personnel in the project for daily supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled.

F. Termination of Agreement:-

- 1) The agreement herein may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Consultants shall remain liable and be responsible for due certification of works done hitherto and acts performed till termination and approval of any bills submitted by the contractors at any time in respect of the works executed till such termination. If any winding up proceedings are contemplated or initiated against the consultants, the Employer shall be entitled to terminate the agreement and entrust the work to any other Consultant.
- 2) If the Consultants shall close their business or die or become incapacitated from acting as such Consultants, then the agreement shall stand terminated.
- 3) In case
 - (i) The Consultant fail to adhere to the time schedule stipulated in the **Para-D** herein or the extended time which may be granted by the Employer on its sole discretion, or
 - (ii) There is any change in the constitution of the Consultant's company or firm for any reason whatsoever, the Employer shall be entitled to terminate this agreement, after due notice, and entrust the work to some other Consultant.
- (4) In case of termination under sub-clauses 1, 2 or 3, the Consultant shall not be entitled to fees, or compensation, except the fees payable to them up to the stage of work actually done, which shall be decided and determined by the Employer.
- (5) In case of termination under sub-clause 1, 2 or 3, Employer may make use of all or any drawings, estimates, measurements or other documents prepared by the Consultants, after a reasonable payment up to the stage of work done for the services of the Consultants for preparation of the same in full as provided herein, provided always that all the sanctions and approved plans/designs and other drawings shall remain the property of Employer and same shall be surrendered by the consultants to the Employer within ten days from the date of such termination, without demur.

G. Damages:-

Notwithstanding what is contained in clauses herein above, if the Employer is put to any loss or suffers any damages (including cost escalations in execution of the said works) due to delays in carrying out the obligations under these terms or negligence, indolence or breach of any of the terms and conditions herein contained on the part of the Consultants, whether the cause for such loss or damage is immediate or remote, the Consultants shall be liable not only to forgo their fees for the quantum of work thus done but also make good losses and damages on a written demand made by the Employer and a certificate issued by the Employer as regards the amount of such loss or damage shall be final and conclusive as between the Employer and the Consultant and shall not be questioned either inside or outside a Court, Tribunal or Arbitration. Such loss or damage, if not reimbursed within the time stipulated by the Employer, shall,

without prejudice to the Employer's right to recover the same in accordance with the law, be recovered by the Employer from any sums payable to the Consultant, either under this contract or any other contract made between the Employer and the Consultants for any other works belonging to the Employer, provided always that such damage or loss recoverable from the Consultants shall not be more than 10% of the fees payable to them under the contract. Provided further that, in addition to what is contained herein above in this clause, the Consultant shall indemnify the Employer through a Professional Liability Insurance policy to be taken at his cost with a Nationalised Insurance Company to the extent of the full amount of fees to be charged by the Consultants on the basis of estimated cost of works. Such policy shall be obtained and deposited with the Employer within a period of 2 months from the date of execution of agreement and shall be kept valid by the Consultants during the subsistence of this Contract.

H. Transfer of Interests:-

The Consultants shall not assign, sublet or transfer their interest in this Agreement, without the written consent of the Employer.

I. Article of Agreement:-

The Consultant has to sign the agreement as per attached "Article of Agreement" (Annexure-I). This agreement shall be executed in duplicate and the Employer shall retain the original and the Consultant shall retain the duplicate. The Consultant shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.

J. Arbitration:-

If any dispute, difference or question shall at any time arise between the parties concerning anything or as to the rights, liabilities and duties of the parties under this Agreement, the decision of the Employer is final and binding except in respect of matters for which it is provided hereunder that the same shall be referred to arbitration and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Arbitration") clearly setting out the items of dispute to a sole arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the Employer shall send to the Consultant within thirty days of the "Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the Consultant.

The Consultant shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without

any delay appoint the said person as the Sole Arbitrator. If the Consultant fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the Consultants.

If the Employer fails to send to the Consultants the panel of three names as aforesaid within the period specified, the Consultant shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the sole arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the consultant accordingly, the Consultant shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The arbitration shall be governed by the Arbitration & conciliation Act, 1966 as in force from time to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitration shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasonable award.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration 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.

The Employer and the Consultant also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

K. Services continued to be rendered notwithstanding any reference or dispute to the arbitration:-

It is specifically agreed that the Consultant 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.

Accepted all terms & conditions

Date:

Place:

(Signature)

Name, Address and Seal of the Consultant

Article of Agreement

ARTICLES OF AGREEMENT made this.....day of.....between the Bankers Institute of Rural Development, Lucknow, a Society promoted by NABARD (National Bank for Agriculture and Rural Development) and having its office at BIRD Campus, Sector-H LDA Colony, Lucknow-226012 (hereinafter called “the Employer”) which expression shall, unless repugnant to the context, mean and include its successors and assigns of the one part and M/s ----- (herein after called "the Consultant") having its office

at ----- of the other part.

WHEREAS the Employer is desirous of appointing “**Architect cum Project Management Consultant for various Civil & Interior works at BIRD campus, Lucknow**” and has caused the terms and conditions of the contract showing and describing the work to be done to be prepared by or under the direction of the Employer.

AND WHEREAS the said terms and conditions have been signed by or on behalf of the parties hereto.

AND WHEREAS the Consultant has agreed to offer his/her services upon and subject to the conditions set forth in the Scope of Work, Scale of Fees, Mode of Payment, terms & Conditions and Work order of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said Terms and Conditions at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- 1) In consideration hereinafter mentioned, the Consultant will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to Scope of Works and in the said conditions.
- 2) The Employer shall pay the Consultant the said fee/amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
- 3) The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained therein.

- 4) This Agreement and documents mentioned herein shall form the basis of this contract.
- 5) The Consultant shall afford every reasonable facility for execution of the said work.
- 6) Time shall be considered as the essence of this contract, and the Consultant hereby agrees to complete the entire work within the time period prescribed in the Time schedule reckoned from the date of issue of work order subject nevertheless to the provision for extension of time.
- 7) All payments by the Employer under this contract will be made only at Lucknow.
- 8) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have the jurisdiction to determine the same to the exclusion of all other courts.
- 9) That the several parts of this contract have been read by the Consultant and fully understood by the consultant.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Consultant has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE:

SIGNED & DELIVERED BY THE	
Bankers Institute of Rural Development by the hand of	By the Bidder by the hand of
Shri	Shri
(Name & Designation)	(Name & Designation)
In the presence of:	In the presence of:
1)	1)
(Signature)	(Signature)
Name:	Name:
Address:	Address:
2)	2)
(Signature)	(Signature)
Name:	Name:
Address:	Address:

ANNEXURE-II

Quotation for Selection of Architect cum Project Management Consultant for various Civil & Interior works at BIRD campus, Lucknow.

Sr. No.	Proposed Project Particulars	Scale of fees to be quoted by the Consultant as percentage (%) of project cost (Write % in figures and in words)
1.	Consultancy services as per scope of work indicated in tender document for various civil/Interior works at BIRD Campus, Lucknow	

Note:

1) Consultancy fees to be quoted inclusive of all expenditure related to consultancy assignment as per scope of work and other conditions including all taxes. GST shall be paid extra as applicable.

2) Project cost means estimated cost or actual cost, whichever is less.

Place:

Date:

Name, Address and Seal of the Consultant