

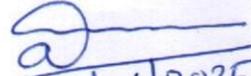
EOI for Publication

Government of Bihar
ANIMAL & FISHERIES RESOURCE DEPARTMENT
Short Notice Inviting
Expression of Interest -cum-Request for Proposal (RFP)
(For Empanelment of Architect / Consultant in AFRD)
NIT No:- AFRD/अभि० को०/Consultancy/14/2025 Date-22-04-2025.

Animal & Fisheries Resource Department Bihar, Patna invites Expression of Interest Cum Request for Proposal (RFP) from reputed registered Architects and Firms to empanel Architects/Firms/Consultants for providing comprehensive architectural and various engineering services to the projects to be taken under different directorates of the department.

The empanelment of consultants is proposed in A category based on, among otherthings, their experience, capabilities etc.

The details of eligibility conditions can be had from Engineering Cell, Animal & Fisheries Resource Department, Bihar, Patna (e-mail- chiefengineerafrd@gmail.com/ceafird@bihar.gov.in.) during office hours or can be downloaded from notice board of AFRD'S departmental website. A pre-bid meeting will be held on 30.04.2025 at 11:30 AM in the office of A.C.S., Animal & Fisheries Resource Department Bihar, Patna situated at 2nd Floor, Vikas Bhawan, New Secretariat, Bihar, Patna. Duly completed proposal in sealed envelope marked "Empanelment of Architect/ Consultant for A&FRD" should be submitted to Chief Engineer, Animal & Fisheries Resource Department, Hall (338), Vikas Bhawan, New Secretariat, Patna-800015 latest by 03:00 PM on 05.05.2025 and technical bid will be opened on the same date in presence of the representatives of firms at 04:00 PM.


22/04/2025

Chief Engineer
Animal & Fisheries Resource Department
Bihar, Patna

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EOI cum RFP

Animal & Fisheries Resource Department (AFRD) Government of Bihar, Patna.

Expression of interest for selection of Architect/Consultant/Firm for various architectural and engineering services in different category

1.0 Animal & Fisheries Resource Department (AFRD), Government of Bihar, proposes to empanel Architects/firms/consultants for various architectural and engineering services in category A, B & C. As AFRD is responsible for issues related to livestock production preservation, protection of various animals, fisheries & dairy development, infrastructure projects to be developed/executed by the department will consist of building infrastructure works including Veterinary Hospitals/Colleges, Research Training Institutes focussing Animal Health Care facilities infrastructure development will be required for improving livestock production & productivity, dairy development and for fisheries as well as Aquaculture that are ecologically healthy. For inland waters and economically viable employment opportunities for margin a lised population.

Category-A: Empanelled firm in this category will provide comprehensive architectural services for projects costing upto Rs. 50 crore and/or part consultancy services regarding preparation of presentation/3.D views/walk thru' based on preliminary drawings supplied by AFRD.

2.0 ELIGIBILITY CRITERIA FOR EMPANELMENT

2.1 Category-A: Relevant experience of consultancy service in Govt./semi.govt./undertaking/other institutes of repute having annual turnover of more than Rs.100 cr (certificate of C.A should be attached) as follows:

Architect/Consultant- Should have provided comprehensive architectural services for completed building project of not less than one project of Rs. 40 cr. or two projects of Rs. 30 cr. each or three projects of Rs. 20 cr. each & min. experience in profession of 03 years.

Notes: - Completed project means- The Architect has successfully completed his work and service accepted by the client and work has been started. (Certificate should be attached).

2.4 Financial Capabilities:

Category-A- Min. annual turnover from professional fees in any of last three years to be Rs. 50 Lakh.

2.5 Firms/Company must be min. three-year-old (As on 31.12.2024) and Registration of Principal/ Partner/Director with council of Architecture (COA) is mandatory with minimum experience of 3 yrs.

2.6 The tentative project cost for the defining the category mentioned above will be based on rough estimated cost by this office.

3.0 **Documents to be submitted: -**

1. Self-attested copy of Registration certificate from council of architecture

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- (Principal)/Partner/Director and of other architects in the firm.
- II. Performance certificate from client with detail of qualifying project as per 2.1, 2.2 & 2.3.
- III. Photograph/drawings/details of qualifying projects only.
- IV. Tax return in favour of 2.4/certificate from C.A (Chartered Accountant)
- V. Bio-data of key technical personal and sub-consultants.
- VI. Details of firm, equipment software, registration with tax authorities Income Tax /Services Tax/ GST etc.
- VII. Duly filled-up format F1/ F2.

4.0 The document mentioned in clause 4 of Tender Schedule of NI EOI (i.e. Original Affidavit & Payment receipt) should be properly filled, signed, properly bound with page numbers, sealed and kept in a sealed envelope, marked "Empanelment for Architect/Firm/Consultant for AFRD" duly specifying category applied for should be submitted to "Chief Engineer Animal & Fisheries Resource Department, Vikas Bhawan, New Secretariat Patna-800015 as per published notice.

4.1 **Empanelment process:-**

- a) Notice of expression of interest.
- b) Notification for submission of D.D/Online Payment through OGRAS as mentioned in clause 5 (iii) from responsive bidders.
- c) Notification of successful empanelment list in different category.

4.2 **Award of work:-**

As per the requirement of the department all the consultant of a particular category will be notified through e-mail to submit concept plan and financial bid in separate sealed envelopes. The work will be awarded based on financial bid of **shortlisted concept plan from technical evaluation committee**. In case of model building at multiple places one or more model may be selected and awarded accordingly.

4.2.1 The consultants empanelled under Category-A, B & C are obliged to quote a **lump sum fees** for the work specified as required (comprehensive/ part services) based on the financial proposal (annexure I**).No change in fee is permissible unless scope of work is increased by the client.

4.2.2 In case of project developed in house, part services may be sought based on scope of work defined as per the RFP/EOI (request for Proposal) and the consultancy fees will be quoted with the financial proposal as per annexure I**.

4.2.3. For projects with various estimated cost the consultants empaneled under different category of A, B & C shall be requested to submit related drawings (as per published RFP) along with a **lump sum fees** quoted for the said work. After short listing of consultants based on their proposal and the work order will be issued based on financial bid.

4.2.4. Firms empanelled under category-A are eligible for projects upto 50 cr, those empanelled under category B are eligible for projects upto 15 cr. Firms empanelled under proposed **Category-C** will be eligible for projects upto 5 cr., as well as for specialized services like

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presentation/3.D views/walk thru' as per requirement.

5.0 General conditions

- i. Neatly typed/ printed application bound with page numbers with the signature and seal of the architect/ firm clearly indicating the category of application and fulfillment of eligibility criteria should be furnished. Supporting documents shall be annexed.
- ii. Incomplete application, loose sheets may summarily be rejected.
- iii. A non-refundable demand draft or Online Payment through OGRAS cost of RFP & processing fee of /Rs. 20,000/-Rs. 10000/- & Rs 5000/- in favour of **D.D.O. Animal & Fisheries Department, Patna** shall have to be deposited respectively by the empanelled architect for empanelment in category A, B & C only after they are informed of their short listing based on technical bid.
- iv. Consultancy for specific project shall be awarded to empanelled Firm/Architect/Consultant on the basis 4.2 above. The schedule of services and terms and conditions shall be as per the agreement to be signed (draft agreement annexed herewith) for the particular project. Tentative scope of work (unless specified for part services) shall include:-
 - a) Architectural work and site development/structural engineering work & statutory approval work.
 - b) Preparation of PPR & DPR
 - c) Sanitary, plumbing, drainage, water supply and sewerage work/electrical work.
 - d) Planning & drawing for equipments/machines required for veterinary hospitals & laboratories etc.
 - e) Firefighting system/HAVC/specialized services as per requirement.
 - f) Landscape work including design of open space, horticulture etc.
 - g) Any other related works specifically entrusted to the Architects by employer.
 - h) Consultancy for part services may also be required and accordingly quotation may be asked based on this empanelment.
 - i) Soil test and site survey report (*in DWG format*).
- v) AFRD reserves the right to verify the performance of the Architect/ Firm/Consultant and to call for any further information.
- VI) Architect/ Firm/Consultant may furnish any additional information as deemed necessary. However, they are advised not to furnish superfluous information. No information shall be entertained after the due time unless called for by AFRD.
- vii) Any information furnished by firm found to be incorrect at any stage would render their de-listing from the panel without prejudice to any other right or remedy available in law of land.
- viii) AFRD shall not be responsible for any postal delay. AFRD reserves the right to accept or reject any or all the application without assigning any reason there of and no correspondence in this regard shall be entertained.
- ix) Empanelled firm from outside Bihar shall be considered for award of work only when they undertake to have local office within the state or, have local

resident architect (consent to be attached) for the period of completion of project or for a period as mutually agreed for desired level of co-ordination.

- x) Empanelment will be done on the basis of successful technical bid.
- xi) Architect registered in a particular category shall automatically be treated as empanelled in all lower categories (ATO wise) for award of comprehensive services.
- xii) Upon their acceptance and having furnished the required DD as in 5(iii) selected architect/firm will be informed about their empanelment with AFRD.
- xiii) The empanelled will be valid for three years from the date of empanelment and the same will supersede any earlier empanelment with AFRD.
- xiv) A pre-bid meeting with the consultant will be held on as per published notice.
- xv) All applicants have to give affidavit that their Organization Company/Firm is not debarred, blacklisted, not in litigation anywhere in the country. They should also furnish undertaking of any relation in Animal & Fisheries Resource Department.
- xvi) Joint venture not be allowed.
- xvii) Amount of A.T.O./project cost may be brought to current value@ 8% for maximum three years.
- xviii) Firms may indicate their field of specialization and interest like interior/landscape/building type, etc.

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Format for Eligibility Criteria (to be filled by applicant & annexed with supporting documents and their page numbers).

Form- F1

Name of firm & address & Type of firm.	Year of establishment of firm with affidavit regarding firm is not blacklisted/ Litigation.	Name of Principal & his Reg. With COA	Assigned key persons i)Architecture ii)Structure iii)MEP iv)Landscape v)Interior vi)No of tech. staff.	Acceptance of part services (ref. clause 4.2.3) Yes/no	Annual turnover (to be supported by C.A certificate)	List of Sub consultants for specialize d services & their consent letter	Consent letter attached Yes/ No.	Page No.

(Signature of applicant with stamp)
(* Indicative cost of Project)

Form -F2

Name of firm	Name of qualifying project(s) as/ 2.0	Area and cost	Year of completion	Brief detail Of project	Client certificate Yes/No	Area of specialization ref.5(xix)
	1.					
	2.					
	3.					

(Signature of applicant with stamp)

ANNEXURE-I**
Draft copy (sample)

FINANCIAL PROPOSAL

Ref. Date:

To,

Chief Engineer,
Animal & Fisheries Resource Department,
Vikas Bhawan
New Secretariat,
Patna - 800 015 (India)

Sub: **Financial proposal for consultancy services.** Dear Sir,

We are willing to undertake and complete the assignments as per revised terms and conditions of our empanelment with your department as requested with details as follows.

Name of Project:-----

Type of services: *please tick as applicable.*

Comprehensive consultancy services: _____

Part consultancy services :

Our offer is exclusive of G.S.T. as per GOI norms but inclusive of all other taxes, incidentals, overheads, traveling expenses, printing and binding of reports, all sundries, all other expenditure for execution of this assignment covering all 'Terms and conditions' (as per type of services) is Rs ----- (i.e., in words -----). We also agree with the stage-wise and percentage-wise payments as detailed in draft agreement. This offer is valid for a period of 90 days from the date of opening of the bid.

Yours Sincerely

Signature (Authorized Signatory)

Name:

Address:

For and on behalf of

**** Please consider this as a template while quoting for future projects announced by Animal & Fisheries Resource Department. This shall be submitted together with specific project as requested.**

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(DRAFT FOR AGREEMENT)

**AGREEMENT BETWEEN ANIMAL & FISHERIES RESOURCE
DEPARTMENT, GOVT. OF BIHAR**

AND

This deed of Agreement made on between **Animal & Fisheries Resource Department, Bihar** (hereinafter called Client) and M/s ----- carrying on business as **CONSULTING ARCHITECTS AND ENGINEERS** under and style (hereinafter called Consultant-Architect) of the second part which expression shall, unless repugnant to the context of meaning thereof include the PARTNERS of the said firm for the time being, the Survivor of them and their respective Heirs, executors, administrators and assigns of the other part.

WHEREAS THE CLIENT intends to construct -----

(Hereinafter called the "SAID WORK").

AND WHEREAS THE ARCHITECTS have agreed to design & render Consultancy for the SAID WORK on the terms and conditions hereinafter agree as follows:

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1. FEES AND REIMBURSEMENT:

The EMPLOYER AGREES TO PAY to the ARCHITECTS as remuneration for the professional services to be rendered by the ARCHITECTS in relation to the SAID WORKS and in particular for the services hereinafter mentioned, fees as stipulated in Article 3 here of the same Fees being hereinafter called the FEES.

2. SCOPE OF WORKS :

- 2.1 Site Evaluation and analysis including soil testing & surveying.
- 2.2 Architectural work and site development
- 2.3 Structural engineering work
- 2.4 Sanitary, plumbing, drainage, water supply and sewerage work
- 2.5 Electrical work & Mechanical Work
- 2.6 Firefighting system / HVAC / specialized services as per requirement
- 2.7 Landscape work including design of open spaces, horticulture etc.
- 2.8 Interiors and any other related works specifically entrusted to the Architects by employer
- 2.9 Supervision of work till its completion.

3. SCHEDULE OF SERVICES

A preparation of layout plan and concept plans

- 3.1 a) Take Clients instructions regarding requirements of project as a whole, and prepare Pre-design report.
- b) Prepare layout plan, conceptual plans with reference to requirements given and prepare approximate estimate of cost by area basis.
- c) Collect site information, site survey and soil condition and furnish report with (b) above.
- 3.2 Modify conceptual plans specifications incorporating required suggestions/changes and prepare preliminary drawings and designs for Clients approval alongwith with revised preliminary estimate of cost.
- 3.3 a) Prepare drawings/documents and its presentation necessary for submission to statutory bodies for sanction and advise on formalities and obtain clearances.
- b) Upon Client's/statutory approval necessary for commencement of construction /working drawings, ensure compliance with codes, standards, legislations as applicable.

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B Detailed Working Drawings & Estimates Stage:**3.4 Tender drawings stage :**

3.4.1 Prepare basic working drawings and details for all aspects of work referred under the Clause 'Scope of Work' including architectural, structural, plumbing, sanitary, electrical, communication system, detailed specifications sufficient for preparation of item-wise detailed Estimate of cost.

3.4.2 Prepare basic working drawings for external services, site development, roads, pathways, compound wall and landscape works. Prepare tender documents/drawings, quality control procedures on material and works as per requirement of client

3.5. DETAILED ESTIMATE OF COST :

i) Prepare detailed Estimates of cost supported by detailed measurement sheets, calculations and abstract of quantities and cost based on current schedule of rates of BPWDs . In the absence of rate in BPWD SOR , the same shall be referred to CPWD SOR (DSR) or lastly arrived at by actual analysis as applicable to the locality and obtaining the approval of the employer for the same.

ii) Preparation of Tender documents for invitation of Tenders and Tender drawings for issue to Tenderers.

3.6 Working drawings stage:

a) Preparation of detailed working drawings for all aspects of Architectural works.

b) Preparation of detailed working drawings for all aspects of Structural works

c) Preparation of working drawings for all aspects of Sanitary, Drainage and Water Supply works.

d) Preparation of working drawings for all aspects of Electrical works.

e) Prepare necessary drawings for ventilation / air-conditioning, (as required)

f) Prepare drawings for Landscape work, Interiors, boundary wall, internal roads, Site Development etc.

g) Prepare / revise all specific working details, specification etc. as required by the client during construction.

C Construction stage

3.7 Visit the site of work at intervals mutually agreed upon (Min. once a month) to inspect the construction works and where necessary to clarify and doubts or interpretation of drawing / specifications, attend conferences and meetings to ensure that the project proceeds generally in

accordance with the conditions of contract. The Architect will record his observations about the work in a register maintained at the site and render advice on actions if required. The architect shall have local presence in the form of local office at Patna or have resident architect Structural Engineer for required coordination. Preparation and submission of completion reports and drawings for the project as required and with the assistance of Employer's Engineers.

- 3.8 Advising Employer on exercising cost control and economy measures to ensure that the approved estimates are not exceeded.

On completion of works, Architects will prepare and submit two sets of As-built drawings and one set on CD of the building and services

4 PROFESSIONAL FEES PAYABLE

- 4.1 A) The total Fee payable for all services mentioned in items 'SCOPE OF WORK' shall be -----lump sum
B) The fee payable for consultant supervision as per para 3C is included in 'A' above.
- 4.2 In addition, Service Tax applicable as per Govt. of India norms (at present 18 %) would be payable on the Professional Fee payable.
- 4.3 Traveling expenses to the site including lodging / food etc. by the principal consultant/ sub- consultants shall be included in 4.1 above
- 4.4 In case of repeat block in the campus, fee payable shall be 35% for each repetition. whereas each repetition on other site shall be 45% of the fees as payable for original block.
- 4.5 All drawings and documents will be submitted in 6 (six) sets free of cost. Additional copies would be supplied on actual cost.
- 4.6 Within 20% of enhancement in original approved project cost, no extra fee will be paid. In case of enhancement of more than 20%, the escalated BOQ amount will be discounted as per agreed time line @ 8% per annum for fee payable.
- 4.7 Any delay in agreed deliverable time schedule will invite penalty @1% per week subject to maximum 10% of the fee. Failure of timeline at any two levels will lead to disqualification of consultant and termination of agreement.
- 4.7 Consultant will get payment on the basis of that date, on which original BOQ has been issued.

Note: as the agreement is for lump sum clause 4.4 as mentioned above is redundant.

5. MODE OF PAYMENT

Fees due, percentage of fees in Para 4.1

5.1	On completion of services mentioned in item 3.1 (Sketch Stage)	:	10% (Ten percent) of total Fees payable.
5.2	On Completion of Services mentioned in item 3.2 (Final preliminary Drawings)	:	15% (Fifteen percent) of total Fees payable less paid.
5.3	On completion of service mentioned in item 3.3 (Statutory Drawings stage) and after Client's approval.	:	20% (Twenty percent) of total Fees payable less paid.
5.4	On completion of service mentioned in item 3.4 (Tender drawings stage)	:	30% (Thirty percent) of total Fees payable less paid.
5.5	On completion of service mentioned in item 3.5 (Detailed Estimates of Cost)	:	40% (Forty percent) of total Fees payable less paid.
5.6	On completion of services mentioned Para per in item 3.6 (working drawings stage)	:	80 % (Eighty percent) of Total Fees less paid.

The quantum payable against working Drawings will be released in installments as given below:

a)	All Architectural & Structural drawings up to plinth/foundation stage. :	8%
b)	All Architecture working drawings. :	8%
c)	All Structural working drawings :	8%
d)	All Sanitary and Water Supply drawings, Electrical drgs air-conditioning drgs. and layout drgs for equipments etc. :	8%
e)	All drawings for Site Development and External services etc. :	8%
		40%
5.7	Balance 20% would be released after 3 months of virtual completion & submission of 'as built' drgs. :	20%
		<hr/>
		Total : 100%

6. PROGRESSIVE PAYMENTS TO THE CONSULTANT - ARCHITECTS

6.1 The payments to the Architects during various stages shall be as follows :

- a) At stage Sl. 5.1 & 5.2 On preliminary cost Estimate accompanying sketch/ Preliminary drawing.
- b) At stage Sl. 5.3 & 5.4 On Cost Estimate accompanying this stage.
- c) At stage 5.5 On detailed estimate at this stage.
- d) At stage 5.6 On Tendered cost (BOQ) or detailed estimate if Tenders are not finalised.

(stands redundant in term of lump sum agreement)

- 6.2 Progressive payments may be made to the Consultant – Architects in any of the above stages based on the quantum of work done in that stage as may be mutually agreed to by the parties.
- 6.3 The cost of the Project shall be the cost of the building works and site development works including the cost of structural, sanitary, plumbing and electrical works and electrical fittings & fixtures, landscaping i.e. on all items on which the Consultant – Architects had rendered professional services but shall exclude the cost of the client's site office, cost of land and supervisory staff and contractor's quote.

7. CLIENT'S RESPONSIBILITIES:

The following shall be the responsibilities of the client :

- 7.1 Provide detailed requirements of the project.
- 7.2 Facilitate Furnishing of reports on soil conditions and soil test as required by the Consultant- Architects; to be conducted by consultant on behalf of the client.
- 7.3 Pay the fees of the Consultant – Architects within four weeks of submission of bills, subject to clearance of bills as per agreement.(In case of non-payment/ delay/ rejection, the same to be conveyed to the consultant in time)

8. TIME SCHEDULE

The time schedule shall be as follows unless otherwise specifically instructed by the client.

Sl.No.	Item	Duration
8.1a	Preparation of pre-design report as per item 3.1a	2 weeks after agreement
8.1b	Preparation of concept plan as per item 3.1b / draft pre-qualification document coordination meeting at Patna	5 weeks after agreement
8.2	Preparation of revised concept plan as per item 3.2	8 weeks after agreement
8.3	Issue of pre-qualification documents to prospective bidders Coordination meeting at Patna	10 weeks after agreement
8.4	Preparation of statutory drawings/ documents/approvals	12 weeks after agreement
8.5	Preparation of tender documents/ drawings/ detailed estimates/ BOQ coordination meeting at Patna/ Technical sanction by AFRD	16 weeks after agreement 2 weeks after submission
8.6	Working drawing stage	In phases as required so that work process is not affected
8.7	Foundation stone laying	
8.8	Construction	

vide comprehensive work program+ mme bar chart of their services)

9. BUILDING SUB-COMMITTEE:

- 9.1 Project Sub-Committee consisting of Representatives of client and Consultant-Architects may, if necessary, be constituted for co-ordination.

9.2 The Consultant-Architects would be required to participate in the meetings as necessary at Patna during at important construction stage.

10. EXECUTION OF THE ASSIGNMENT :

10.1 All the stages of work shall be completed by the consultant –Architects and the necessary approval given by the clients according to the time schedule mutually agreed upon.

10.2 In the event of Consultant –Architects firm closing its business, the clients shall have the power to employ any other agency to complete the work and all due payments shall be forfeited with penalty of blacklisting of the consultant.

10.3 In the event of reduction of the scope of construction after approval of the work done by the Architects at any stage mentioned in clause 5 above, the Architects shall be entitled to the appropriate percentage due up to the relevant stage on the value of the portion of the work that is abandoned in addition to the percentage due on actual cost of work completed.

10.4 Part services may be obtained as per requirement of department.

10.5 TERMINATION :

10.5.1 Termination for defaults

10.4.1.1 The client may without prejudice to any other remedy for breach of agreement, by written notice of default sent to the consultants, terminate the agreement in whole or in part :

a) If the consultant fails to deliver any or all of the services within the time period(s) specified in the agreement or any extension thereof granted by the client in writing.

b) If the consultant fails to perform any other obligations under the agreement,

Or

c) If the consultant fails in either of the above circumstances, do not cure its failure within a period of thirty (30) days after receipt of the default notice from the client or any such extensions allowed from time to time, under the circumstances that appear reasonable until a conclusion is arrived at that the consultant has abandoned the project which connotation shall be construed mean a defined under the prevalent contract laws.

d) If the consultant refuses to accept and perform the assignment given by the client.

e) In the event of the failure on the part of the consultant to complete his work or the clients to give their approval and / or make

payments within the time specified in the time schedule or in the event of either of the parties committing a breach of any one or more of the terms and conditions of the agreements, the aggrieved party shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days. No payment to the consultant would be done except those which have already been made or which may become payable against the bills of works already submitted as on the date of notice.

10.4.1.2 In the event, the consultant architect terminates the agreement in whole or in part, client may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, with all payments due to the consultant up to that stage shall be liable to be forfeited and the client shall be at liberty to claim excess cost of such services, cost escalation and any other resulting damages by means of appropriate civil actions. However, the consultant shall continue to perform as per agreement, if not terminated.

10.4.2 Termination for insolvency :

10.4.2.1 The client may at any time also terminate the agreement by giving written notice to the consultant without compensation to the consultant, if the consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

10.5 The Consultant – Architects shall prepare drawings, designs, outline specifications and estimates of cost by cubic measurements or on areas basis on schedule of rates of the BPWD SOR . In the absence of rate in the aforesaid schedule of rates, the same shall be referred to CPWD , SOR (DSR) or arrived at by actual analysis.

10.6. The Consultant – Architects shall assume full responsibility for the design and specifications for items described in the scope of work. The clients will have full access to the details of the calculations and

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the designs for purpose of scrutiny for satisfying themselves as to their correctness. The Structural / services consultants of the Consultant – Architects will render all possible help for the above scrutiny.

- 10.7 The Consultant – Architects shall supply to the client free of cost six sets of final drawings at stage 3. 2 of the agreement, six sets of all drawings, specifications and other particulars in stages thereafter. Any additional sets required by the client shall be paid for on actual cost basis.
- 10.8 The Consultant – Architects shall not make any deviation, alteration or omission from the approved drawings, involving financial implication without prior consent of client.
- 10.9 The Consultant – Architects shall make necessary revisions as may be required by client in the drawings and other documents submitted by him at the draft stage. Any subsequent revisions in the drawings and other documents once approved required to be made by client shall also be made available free of cost by the Architect.
- 10.10 No change shall be made in approved drawings and specifications at site without the consent of the Architect.
- 10.11 The client shall have the liberty to postpone or not to execute any work and the Architect shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Architect up to the stage of services already submitted.
- 10.12 The agreement shall be governed by the Indian laws in force from time to time and the courts at Patna shall alone have exclusive jurisdiction to entertain and try any or all matters arising out of this agreement.
- 10.13 Any disputes or differences in connection with the agreement shall be, to the extent possible, settled amicably between the parties. If it cannot be reached then, all disputed issues shall be settled by arbitration as proposed hereafter, subject to termination clause mentioned in this agreement.

11. ARBITRATION :

- 11.1 Any Dispute which is not resolved amicably by conciliation, as provided, shall be decided by reference to arbitration. Any dispute between the parties as to matters arising pursuant to this contract which

cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for amicable settlement will be settled by the reference to the Bihar Arbitration Tribunal constituted by the Bihar Arbitration Tribunal Act, 2008 at the instance of either parties.

11.2 Any Award made by the Bihar Arbitration Tribunal shall be final and binding on the Parties as from the date it is made, and both the parties to this agreement agree and undertake to carry out such Award without delay subject to the further provisions of Bihar Arbitration Tribunal Act, 2008.

11.3 The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

Witness

Parties

1. _____
()

1. _____
()
(First Party)

2. _____
()

2. _____
(Second Party)

(Authorized Signatory)



