

DRAFT ACCEPTANCE LETTER FROM TENDERER
ON L/H OF THE TENDERER

To,
The Secretary,
Veena Beena Co Operative Housing Society Limited
C.S. No 216, Parel Sewree Division,
Acharya Donde Marg,
Sewree, West, Mumbai 400015

I/We have read and understood the Notice Inviting Tender and contents in the tender Document such as Eligibility criteria of applicants, Instructions to the applicants, Services to be rendered by the Consultant, Terms and Conditions of Consultancy, instructions etc. I/We do hereby declare that the information furnished by me/us in the in the tender documents are correct to the best of my/our knowledge and belief.

Our Banker's are :

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney to sign the contract

(certified copy of the Power of Attorney should be attached):

I) _____

II) _____

Yours faithfully

Place Signature & Seal

Date

APPENDIX TO THE TENDER

Sr.no	Item	Amount period etc.
1.	PERCENTAGE OF RETENTION	
2	PERIOD OF COMMENCEMENT OF WORK	
3.	TIME FOR COMPLETION OF WORK	
4.	AMOUNT OF INTERIM BILLS	
5.	TIME WITHIN THE BILLS SHALL BE PAID AFETR THE MANAGING COMITTEE CERTIFICATION	

Note : above appendix to be filled by the tenderer

ASSESSMENT SHEET

SR.NO	DESCRIPTION	DETAILS /IN NOS
1	NAME(S) OF INDIVIDUAL, COMPANY	
2	NAMES OF PARTNERS/OWNERS/DIRECTORS	
3	DATE OF FORMATION OF THE COMPANY	
4	EXPERIENCE IN THE SAME FIELD IN YEARS	
5	LICENCE /REGISTRATION NO	
6	ANNUAL TUNOVER IN THE LAST FIVE YEARS	
	2019-2020	
	2020-2021	
	2021-2022	
	2022-2023	
	2023-2024	
7	OFFICE ADDRESS (H.O.)	
	OFFICE ADDRESS-2	
8	CONTACT	
	CELL NO OF KEY PERSONNELS	
	OTHER CONTACT PERSON DESIGNATED FOR THE JOB	
9	EMAIL	
10	WEBSITE	
11	WORK FORCE INCLUDING PARTNERS/OWNERS/DIRECTORS	
	ARCHITECTS	
	DESIGNERS	
	LAND SURVEYORS	
	DRAUGHTSMAN	
	LEGAL	
	SUPERVISORS	
	BACK OFFICE TEAM	

NOTE : PLEASE FIND A SOFT COPY OF EXCEL SHEET WITH COMPLETE COLUMNS SERIAL WISE .IT IS REQUESTED TO FILL THE EXCEL SHEET IN SAME FORMAT FOR REASONS OF COMPARATIVE STATEMENT AND SUBMIT PRINT COPY OF THE SAME DULY SIGNED ALONG WITH TENDER

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 Work Order	
Submission of Final scheme	
Submission of draft, draft tender documentwith BOQ and drawings	
Submission of fair detailed estimation, tender document with BOQ and drawings	
Scrutiny of Technical Bid, submission of scrutiny statement with recommendations	
Scrutiny of, submission of Comparative statement with recommendations	
Review meeting of the project with DEVELOPERS, consultant and VEENA BEENA CHS COMMITTEE	Every month

Note : above time schedule to be filled by the tenderer

ARTICLES OF AGREEMENT

The Consultant has to sign the agreement as per attached "Article of Agreement". This agreement shall be executed in duplicate and the VEENA BEENA CHS COMMITTEE shall retain the original and the Consultants shall retain the duplicate. The Consultant shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.

ARTICLES OF AGREEMENT made this _____ day of _____ between the Veena Beena CHS Committee (hereinafter called "the VEENA BEENA CHS COMMITTEE") and having its Head Office at Veena Beena Society, Acharya Donde Marg, Sewri West, MUMBAI 400015 of the one part and M/s -----

(herein after called "the Consultant") having its office at -----

----- of the other part.

WHEREAS the VEENA BEENA CHS COMMITTEE is desirous of getting executed "Tender for selection of Project Management Consultant (PMC) for redevelopment 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 VEENA BEENA CHS COMMITTEE. AND WHEREAS the said terms and conditions have been signed by or on behalf of the parties here to 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 and 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 VEENA BEENA CHS COMMITTEE 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 here to 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 herein.

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 VEENA BEENA CHS COMMITTEE under this contract will be made only at Mumbai

8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai 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 VEENA BEENA CHS COMMITTEE 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 hereinabove written.

(If the Consultant is a company).

Signature Clause

SIGNED AND DELIVERED by the Veena Beena CHS Committee

Shri

(Name & Designation)

In the presence of:

(1)

Signature:

Name:

Address

(2)

Signature:

Name:

Address

SIGNED & DELIVERED

If the bidder(Consultant) is a partnership firm

or an individual should be signed by all or
on behalf of all the partners.

in the presence of :

The COMMON SEAL OF:

was hereunto affixed pursuant to the resolutions
passed by its Board of Directors at the meeting
held on:

Directors who have signed these If the bidder signs under Presents

Common seal, the signature

clause should tally with the

sealing clause in the Articles

of Association

SIGNED AND DELIVERED by the Bidder If the bidder is signing by the by
the hand of Shri. hand of Power of Attorney,

Whether a company or an individual.

Duly Constituted Attorney.

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

*It is required to resubmit all pages of this document affixing the seal & signatures

TENDER

FOR SELECTION OF

Project Management Consultant (PMC)/ARCHITECT/ENGINEER

**FOR REDEVELOPMENT WORKS IN RESIDENTIAL CO-OPERATIVE
HOUSING SOCIETY KNOWN AS**

VEENA BEENA C.H.S. HOUSING SOCIETY LIMITED

**AT C.S. 216, OF PAREL SEWREE DIVISION,
ACHARYA DONDE MARG, SEWRI WEST, MUMBAI 400015**

TENDER

TO,
THE SECRETARY,
VEENA BEENA CO-OPERATIVE SOCIETY LIMITED,
C.S. NO. 216, PAREL SEWREE DIVISION,
ACHARYA DONDE MARG, SEWRI WEST,
MUMBAI 400015.

Dear Sir

**Tender For Selection Of Project Management Consultant (P.M.C.) For
Redevelopment Works In Residential Co-Operative, Housing Society Known
As:**

VEENA BEENA C.H.S. HOUSING SOCIETY LIMITED

AT C.S. 216, OF PAREL SEWREE DIVISION,

ACHARYA DONDE MARG, SEWRI WEST, MUMBAI 400015

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FIRST SCHEDULE

ALL THAT PIECE OR PARCEL OF LAND OF TOKA TENURE TOGETHER WITH THE BUILDINGS STANDING THEREON SITUATE LYING AND BEING AT ACHARYA DONDE MARG, WITHIN THE CITY ISLAND, REGISTRATION DISTRICT AND SUB DISTRICT OF BOMBAY, CONTAINING BY ADMEASURING 14378 SQUARE YARDS EQUIVALENT TO 12020[APPROX] SQUARE METERS WITH THE SETBACK LINE OR THEREABOUT AND REGISTERED IN THE BOOKS OF THE COLLECTOR OF LAND REVENUE

AND

UNDER NEW SURVEY NO:

9/2367,9/2361,9/2364,191/2365,191/2367,2A/2364,1/2367,1/2364 OF CADASTRAL SURVEY NO. 216(PART) PAREL SEWRI DIVISION AND IN THE BOOKS OF THE ASSESSOR AND COLLECTOR OF MUNICIPAL RATES AND TAXES UNDER F/SOUTH WARD NO 1201(1-BB-1C) STREET NO. 129B, 129A, 129-129, AC-129-ACC, SEWRI CEMETRY ROAD AND BOUNDED AS FOLLOWS:

ON OR TOWARDS THE NORTH : BY C.S. NO. 233, 1/234 (PART OF PAREL SEWRI DIVISION)

ON OR TOWARDS THE SOUTH : BY ACHARYA DONDE MARG ,(PART) AND SEWRI CEMETERY ROAD (PART)

ON OR TOWARDS THE EAST : BY C.S. NO 233(PART) OF PAREL SEWRI DIVISION AND GOLANJI HILL ROAD (PART)

ON OR TOWARDS THE WEST : SEWRI CEMETERY ROAD (PART) C.S. NO 1/234(PART) OF PAREL SEWRI DIVISION

TENDER NOTICE

- 1) Sealed Tender Rates Are Invited From P.M.C. Of Repute Having Adequate Resources And Experience In The Field Of Similar Works Of Comparable Magnitude For The Following Works :

NAME AND NATURE OF WORK : APPOINTMENT OF PROJECT MANAGEMENT CONSULTANTS

TIME OF COMPLETION : STAGES SHALL BE DECIDED AS PER QUANTUM OF WORK

COST OF TENDER PAPERS : INR 10,000/- BY WAY OF D.D. IN FAVOR OF SOCIETY

- 2) Tender Papers Shall Be Available For Issue On Any Working Day Between 10.00 To 14.00 Hours At The Society Office
- 3) Sealed Tenders Shall Be Submitted Latest By _____ At The Society Office
- 4) Sealed Tenders Shall Be Opened In The Society Office In The Management Committee Meeting On _____
- 5) The Tenders Should Be Valid For Period Of 90 Days From The Date Of Opening Of Tenders
- 6) The Society Reserves The Right To Reject Any Or All The Tenders And Accept The Lowest Or Any Other Tender Or Award The Different Parts To The Tender By Splitting Them To Different Tenderers Without Assigning Any Reason Whatsoever
- 7) **PLEASE SUBMIT THE COMMERCIAL BID IN A SEPARATE SEALED ENVELOPE ADDRESSED TO THE SECRETARY, SOCIETY**

Instruction To The Tenderers

- 1) The Tenders Shall Be Submitted In Accordance With These Instructions And Any Tender Not Conforming Thereto Is Liable To Be Rejected. These Instructions Form Part Of The Tender And The Contract
- 2) Acceptance Of The Tender Will Rest With The Society Who Reserves To Reject Any Or All The Tenders Without Assigning Any Reason Whatsoever
- 3) The Tenderers Is Assumed To Have Carefully Examined The Society Premises Conditions And Specifications Of The Tender, And Have Fully Acquainted Themselves With All Details Of The Site Location, Site Conditions And In General All Necessary Data Pertaining To Tendering For The Scope Of Work Assigned
- 4) If A Firm Or Company Shall Submit The Tender, It Should Mention In The Forwarding Letter The Names Of All Partners, Directors Or As The Case Maybe. The Tender Shall Be Filled In, Signed With All Particulars Complete And Submitted By The Duly Authorized To Do So. A Copy Of Deed And Certificate Of Partnership And In Case Of Company A Copy Of Its Memorandum And Articles Of Association Shall Accompany The Tender
- 5) Conditional Tenders Are Liable To Be Rejected. Tenderer Are Advised To Avoid Putting Conditions That Are At Variance With Terms And Conditions Already Stipulated In The Tender Document.
- 6) The Tenderer Is Liable To Be Rejected Outright If While Submission
 - I. Any Alterations Are Proposed,
 - II. Demand Of Additional Facilities,
 - III. Extension Of Time Frame Laid,
 - IV. Any Alteration Or Removal Of Page Found,
 - V. Additional Slips Are Not Duly Signed And Sealed,
 - VI. Tender Is Not Complete In All Respect
- 7) The Applicant Must Have Qualified and Experienced Professionals In The Respective Discipline
- 8) For The Project, The Consultant Should Have A Separate In-House Team Of Professionals Consisting Of At Least An Experienced/Qualified Consultant, One Qualified/Experienced Senior Engineer (Having Minimum 3 Years' Experience In The Field) And One Qualified Site Engineer (Diploma in Civil Engineering) for day-to-day supervision of the work.

9) Decision of the Veena Beena CHS Committee in regard to determining the selection of the applicant/ Consultants

**10)THE COMMERCIAL BID SHALL BE IN SEPERATE SEALED ENVELOPE
ALONG WITH THE TENDER**

Scope of Works

Scope of the consultancy will include the following works :

1. Taking (Veena Beena CHS Committee)'s instructions and after visiting the site
2. detailed surveying and investigations To Provide Complete Understanding Of The Plot Area By Arranging Internal
 - A. Deep study Of No Of Flats And Their Usage Area
 - B. Deep study Of No Of Shops And Their Usage Area
 - C. To Provide Existing Lobby Area In Each Wing
 - D. To Provide Area Calculation Of R.G. Area Currently Used
 - E. To Provide The F.S.I. Calculation As Per The Approved Plans (E.E.B.P. City)
3. preparing 2D detailed sketch with dimensions, according to the requirement of the SOCIETY
4. preparing presentation wherein the details of the scheme may be explained in detail before Veena Beena CHS Committee and any doubt that may arise there from 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 Veena Beena CHS Committee
5. Study the structural audit report of the existing buildings, available with Veena Beena CHS Committee. Based on the findings/observations of the audit report, visually inspect the premises, carry out further studies including NDT tests, if any, and required to gather additional information /understand the structure completely.
6. Drawing up detailed tender documents for all the redevelopment works with detailed 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 Veena Beena CHS Committee. Suitable time schedule shall be worked out mutually for the completion of the above items.
7. The selection of the "DEVELOPERS" will be through open bidding
8. Preparing the draft paper advertisement for Notice Inviting Tender(NIT)and submitting to Veena Beena CHS Committee
9. Preparing select list/pre-qualification list of the DEVELOPERS with the approval of the Veena Beena CHS Committee including making visits to the DEVELOPERS work site jointly with the VEENA BEENA CHS COMMITTEE

representatives, if and as desired/required

10. Inviting tenders for various trades, preparing comparative statements and submitting assessments and recommendations thereon, arranging pre-bid meeting of DEVELOPERS in consultation and jointly with the VEENA BEENA CHS COMMITTEE and preparing the minutes of pre-bid meeting and submitting to the VEENA BEENA CHS COMMITTEE for approval, assisting the VEENA BEENA CHS COMMITTEE to conduct negotiation with bidder wherever necessary and after VEENA BEENA CHS COMMITTEEs decision on the tender, preparing contract documents and getting them executed by the DEVELOPERS selected by the VEENA BEENA CHS COMMITTEE after obtaining VEENA BEENA CHS COMMITTEEs approval for the contracts.
11. Preparing requisite number of copies of the contract documents of the various trades including all drawings, specifications and other particulars and such further details and drawings as are necessary, for use of the VEENA BEENA CHS COMMITTEE, the DEVELOPERS and the site engineers for the proper execution of the work.
12. Assuming full responsibility for supervision including day-to-day supervision, monitoring, quality control, co-ordination with Veena Beena CHS Committee and the DEVELOPERS and reporting daily progress by posting sufficient number of qualified technical staff (preferably graduate in Architect or Civil Engineering having minimum 2 to 3 years experience in similar type of works as necessary to ensure proper and timely execution of the said works as per drawings and specifications.
13. Bio-data of above technical staff shall be furnished to Veena Beena CHS Committee. 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 design engineering and execution of various items of work as required.
14. The technical staff will invariably report to keep VEENA BEENA CHS COMMITTEE involved updated. The Architect shall have to coordinate his work with the works of all other trades.
15. During the course of the execution of the project, taking measurements jointly with the DEVELOPERS/DEVELOPERS representatives after completion of every stage 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 Veena Beena CHS Committee .

16. Preparing the rate analysis of extra / substitute items, if any, with respect to Mumbai Schedule of Rates with due recommendations and submitting to Veena Beena CHS Committee for its approval.
17. Review meetings will be held at Veena Beena CHS Committee Head Office/at site on a monthly basis in the presence of the architect, contractor and a representative of the VEENA BEENA CHS COMMITTEE and issues related to smooth execution of the project shall be discussed. The minutes of the meetings shall be recorded by the Architect and got it approved by the VEENA BEENA CHS COMMITTEE. 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 weeks' time of the review meeting.
18. 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 built drawings) with soft copies, wherever applicable. The work executed along with the completed drawing will be jointly inspected along with the DEVELOPERS, architect and VEENA BEENA CHS COMMITTEE.
19. 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.
20. 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 is completed within the scheduled time specified in the tender of the project.

SCALE OF CHARGES

The Consultant shall quote his/her remuneration 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.

METHOD / MODE OF PAYMENT

The fees set out in Annexure-IV herein shall be initially calculated and paid on the basis of the estimated value of the entire works as approved by Veena Beena CHS Committee till the work is awarded and thereafter as per accepted tender cost (s) 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. In case the project is cancelled/withdrawn before approval of the estimates prepared by the consultant, the estimated project cost by Veena Beena CHS Committee shall be considered for calculation of consultant fee. TDS, as applicable, shall be deducted while settling the bills.

Termination of Agreement

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 contract, the Consultants shall remain liable and be responsible for due certification of the works done hitherto and acts performed till termination and approval of any DOCUMENTATION submitted by the DEVELOPERS 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 VEENABEENA CHS COMMITTEE shall be titled to terminate the agreement and entrust the work to any other Consultant.

If the Consultants shall close their business or die or become incapacitated from acting as such Consultants, then the Agreement shall stand terminated.

In case

- (i) the Consultants fail to adhere to the time schedule stipulated herein or the extended time which may be granted by the VEENA BEENA CHS COMMITTEE in his sole discretion, or
- (ii) there is any change in the constitution of the Consultants' company or firm for any reason whatsoever, the VEENA BEENA CHS COMMITTEE shall be entitled to terminate this Agreement, after due notice, and entrust the work to some other Consultants.

In case of termination under sub-clauses (a) or (b) or (c), the Consultants 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 VEENA BEENA CHS COMMITTEE.

In case of termination under sub-clause (a) or (b) or (c), the VEENA BEENA CHS COMMITTEE 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 the VEENA BEENA CHS COMMITTEE and the same shall be surrendered by the Consultants to the VEENA BEENA CHS COMMITTEE within ten days from the date of such termination, without demur.

DAMAGES

Notwithstanding what is contained in clauses herein above, if the VEENA BEENA CHS COMMITTEE 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 VEENA BEENA CHS COMMITTEE and a certificate issued by the VEENA BEENA CHS COMMITTEE as regards the amount of such loss or damage shall be final and conclusive as between the VEENA BEENA CHS COMMITTEE 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 VEENA BEENA CHS COMMITTEE, shall, without prejudice to the VEENA BEENA CHS COMMITTEE right to recover the same in accordance with the law, be recovered by the VEENA BEENA CHS COMMITTEE from any sums payable to the Consultant, either under this contract or any other contract made between the VEENA BEENA CHS COMMITTEE and the Consultants for any other works belonging to the VEENA BEENA CHS COMMITTEE, 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.

TRANSFER OF INTERESTS

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

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 VEENA BEENA CHS COMMITTEE 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 VEENA BEENA CHS COMMITTEE 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 VEENA BEENA CHS COMMITTEE 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 VEENA BEENA CHS COMMITTEE within 15 days of receipt of the names. The VEENA BEENA CHS COMMITTEE 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 VEENA BEENA CHS COMMITTEE shall make the selection and appoint the sole arbitrator from the panel notified to the Consultants .If the VEENA BEENA CHS COMMITTEE fails to send to the Consultants the panel of three names as aforesaid within the period specified, the Consultant shall send to the VEENA BEENA CHS COMMITTEE a panel of three names of persons who shall be unconnected with either party. The VEENA BEENA CHS COMMITTEE shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the sole arbitrator. If the VEENA BEENA CHS COMMITTEE 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 VEENA BEENA CHS COMMITTEE.

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, 1996 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 reasoned 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 VEENA BEENA CHS COMMITTEE 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.

Services continued to be rendered not withstanding 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