

PROJECT:

PROPOSED FURNITURE WORK
FOR
BANK OF MAHARASHTRA
AT
SANGAMNER BRANCH, DIST. AHMEDNAGAR

CLIENT:

A.G.M
BANK OF MAHARASHTRA,
'GURUKUL' LALTAKI ROAD, APPU CHOUCK, AHMEDNAGAR - 414001.
AHMEDNAGAR .

TECHNICAL BID (ENVELOPE NO 2)

1	NAME OF THE CONTRACTOR	
2	ADDRESS	
3	SIGNATURE	
4	DATE OF ISSUE	
6	DATE OF OPENING	To be conveyed to all contractors later.
7	TENDER COST	Rs 3540 /- to be paid by DD . (BY Tare and associates.) not refundable.
8	DATE OF ISSUE OF TENDER	30/11/2018
9	DATE OF SUBMITTING TENDER	13/12/2018
10	PERIOD OF WORK39.....DAYS
11	FORMAT FOR SUBMISSION OF TENDER	Tender shall be submitted in three envelope system: 1 st Earnest money DD 2 nd Envelope to contain Technical Bid papers (PART 1) 3 rd envelope to contain Financial Bid Papers (PART 2) Financial bid shall be opened only if technical papers are in order.

TARE AND ASSOCIATES**TOTAL PROJECT SOLUTIONS****14, First Floor, Above Pathik Hotel, Nr. Neharu Garden, Shalimar, NASHIK - 422001**

TEL: (0253) 2502727 / 2507272, M:9823082027

E-mail . : mmtare@yahoo.com, info.milindtare@gmail.com

1)
2)
3) **TENDER NOTICE**

Place:- Ahmednagar

Date 30.11.2018

To,
The Zonal Manager,
Bank of Maharashtra,
Ahmednagar Zonal Office,
Gurukul Building, Lal taki raod,
Ahmednagar – 414001.

Dear Sir,

Having examined the drawings, specifications, designs and schedule of quotation relating to the works specified in the memorandum herein after set out and having visited and examined the site of the works specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawing and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions. Schedule of Quantities and Conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such condition of contract and with such materials as are provided with such conditions so far as they may be applicable.

MEMORANDUM

1	Description of works	PROPOSED FURNITURE WORK FOR SANGAMNER BRANCH FOR BANK OF MAHARASHTRA.
2	Earnest Money	10000/- paid by D.D on any Nationalized Bank, in favor of Bank of Maharashtra, payable at Ahmednagar
3	Percentage if any deducted from bill	5%
4	Time allowed for completion of the works	39 Days.

2. Should this tender be accepted, I/we hereby agree to abide by the fulfill the terms and provision of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Bank of Maharashtra the amount mentioned in the said conditions.

3. I/We have deposited a sum of 1% of quoted amount as earnest money with the Bank of Maharashtra which amount is not to bear any interest. Should I/We fail to execute the Contract when called upon to do so. I/we do hereby agree that this sum, shall be forfeited by me/us to the Bank of Maharashtra.

Our Firm information is as follows:-

(Mandatory information required for Prequalification of the bidder for Proposed FURNITURE WORK at Bank of Maharashtra, SANGAMNER BRANCH, AHMEDNAGAR .)

- Important:**
1. Please type or handwrite in capital letters.
 2. Attach copies of the supporting documents.
Name of the Bidder :
email address :
Telephone number office :
Telephone number office :
Fax no. :
Address 1 :
Address 2 :
City :
Pin code :
Year of Establishment :
Status of the Firm : Proprietary/Partnership/Pvt. Ltd./Pub. Ltd.
Name and address of the Bankers – 1 :
Name and address of the Bankers – 2 :
Name and address of the Bankers – 3 :
Registration number and date with Registrar
of Companies/Firms :
PAN Card Number :
Sales Tax Number :
Request copies of the Balance sheet :
Empanelment with the other
Companies/PSUs
Field of activities :
Main Activity :
Value of the total work done till date :

List particulars of minimum 4 successfully completed works during last Seven years amounting to Rs. Four lacs or more :
List Number of Technical staff working in the organization :
List number of other staff working in the organization :
Have you in past carried out any works for Bank of Maharashtra or its subsidiaries? :
Have you been ever disqualified or levied penalty by the Bank in past for non fulfillment of the contractual obligations. If yes, please provide details in brief. :
Have you been ever been put on a holiday list or banned by any Public Sector Units? If yes please provide details in brief:

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Seal and Signature of the Bidder/s.

Date:

Place:

(Signatures and addresses of witnesses)

(ii) INDEX

SR.NO.	DESCRIPTION	PAGE
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IN ENVELOPE NO 1

EMD (1% of quoted amount
1)

IN ENVELOPE NO 2. : TECHNICAL BID (with supporting documents)

01. TENDER NOTICE
02. INTRODUCTION
03. SPECIAL INSTRUCTION
04. LETTER OF OFFER
05. FORM OF AGREEMENT
06. SPECIAL CONDITIONS
07. PREAMBLE TO BOQ
08. APPENDIX
09. LIST OF APPROVED MATERIALS (FURNITURE AND CIVILS)
10. FURNITURE AND CIVIL WORK TECHNICAL SPECIFICATIONS
11. LIST OF FURNITURE AND CIVIL STANDARDS
12. SAFETY CODE

IN ENVELOPE NO 3 : FINANCIAL BID

13. BILL OF QUANTITIES (FURNITURE AND CIVILS)
14. FURNITURE AND CIVIL LAYOUT

1) INTRODUCTION

1	Client	BANK OF MAHARASHTRA
2	Consultant / Consultant	TARE AND ASSOCIATES Total Project Solutions 14, First Floor, Above Pathik Hotel, Nr. Neharu Garden, Shalimar, NASHIK - 422001 TEL: (0253) 2502727 / 2507272, M:9823082027 E-mail . : mmtare@yahoo.com
3	Location (Site Address)	Bank of Maharashtra , SANGAMNER BRANCH DIST. AHMEDNAGAR
4	Scope of work	FURNITURE WORK
A	Issue of Tender	ZONAL OFFICE , AHMEDNAGAR
B	Submission of Tender	Upto 05.30PM at Ahmednagar Zonal Office, Gurukul Building, Lal taki raod, Ahmednagar – 414001.
C	Likely date of opening of Tenders	On the next day
5	Time limit for execution	...39..... Days from the date of award of work
6	Earnest Money Deposit	1% of quoted amount
7	Retention Amount	5% Through Bill
8	Penalty for delay	0.5% per week of part thereof up to maximum of 5%
9	Defect Liability Period	12 months (one full monsoon minimum)
10	Insurance	Contractors all risk policy (CAR policy)
11	Value of Interim Bill (Minimum)	50% of the contract amount

SPECIAL INSTRUCTIONS

Tenderer may specially note the following.

01. Rates quoted by the tenderer shall be valid for a period of four months from the date of opening the tender. The rates shall be filled in both in words and in figures. All the rates shall be self sufficient and firm.
02. No upward revisions of rate will be accepted after opening the tender.
03. If the tenderer fails to accept the order issued at the rate originally quoted by him or at rates negotiated subsequently, as the case may be, the earnest money shall be forfeited.
04. The rates at which the work order is finally placed on the successful Tenderer, shall be valid till the completion of the work.
05. Time Limit :- The entire work shall be completed within 39 days.
If in the opinion of the Employer / Interior designer, the works gets delayed due to causes which the Employer may consider being beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in writing with detail reasons.
06. While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the offices / people functioning in the premises.
07. Adequate number of fire extinguishers, first aid boxes, must be provided on the site by the contractor.
08. The Bank reserves the right to distribute the work among two or more tenderers.
09. Permissible working hours : 9 AM. To 6PM. Or as per convenience of the respective department.
10. The work shall be carried out without disturbing Bank's normal functioning.
11. For working beyond office hours prior approval shall be obtain from the Security Incharge of the building. The client reserves full right either to accept or reject such request from the Contractors without assigning any reasons whatsoever.
12. No worker of the contractor will be allowed to stay overnight at site.
13. Bank reserves the right of addition or deletion of any item listed in B.O.Q. or may operate and Q.R.O. item. Also Bank reserves full right either to accept or reject any tender document.
14. Quantities in tender are approximate and payment shall be make only as per actual measurements. Excess quantity shall not be executed without written permission amendment by the Bank. In case of upward or downward revision in quantities of items, the rate quoted by the Contractors shall remain firm at all the times.

15. Rates quoted by the tenderer shall include GST Taxes, basic cost of material, transport, insurance, sales tax, octroi, Excise duties & other levies, labour over hear profit etc. nothing will be paid extra on any account.
16. On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus, materials, rubbish and temporary works of every kind and leave whole of the site and the works clean and in workman like condition to the satisfaction of Client. No extra payment will be made for this purpose.
17. Selected contractor will have to enter into an agreement with the bank as per form of agreement given in the tender within seven days on being issued with the work order for commencement of work.
18. Earnest money of successful contractor will be retained by the Bank as Security Deposit. In addition, the successful contractor has to deposit the balance amount of Initial Security Deposit to the Bank within fourteen days of issue work order. E.M.D. of unsuccessful tenderer will be returned after finalization of award of work.
19. For any clarification in any item of work. The contractor should get the same from the interior designer before carrying out the work and all items of work should be carried out with the approval of the Bank.
20. RETENTION MONEY ;
 - A) The retention percentage (i.e. Deduction form interim bill) shall be 5% of the gross value of each interim bill.
 - B) The maximum amount of retention money shall be the balance amount of the Total Security Deposit.
 - C) 50% of the retention amount shall be refunded to the contractor on virtual completion subject to the following :
 - i) Issue of Virtual completion Certificate by the Premises Department.
 - ii) Contractor's removal of his surplus materials, equipment, labour force, temporary sheds / stores etc. from the site (excepting for a small presence required if any for rectification during defect liability period and approved by the Bank)
 - D) The remaining 50% of the amount may be refunded 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried our all the works and rectified all defects in accordance with the condition of the contract, including site clearance.
21. Defect Liability Period : Defects pointed out during the defects liability period of 12 months from the date of virtual completion of work. Will be satisfactorily rectified by the contractor at no extra cost to the Employer with end satisfaction.
22. Completion period is 38 days is common for Interior and Furniture and civil work . Co-ordination among all agency is to manage with mutual understanding and convenient to all. No extra period will be granted on the basis of non clearance of internal work link.

LETTER OF OFFER

To,
The Zonal Manager,
Bank of Maharashtra,
Ahmednagar Zonal Office,
Gurukul Building, Lal taki raod,
Ahmednagar – 414001.
Dear Sir,

**SUB : PROPOSED FURNITURE WORK AT SANGAMNERBRANCH ,
AHMEDNAGAR, FOR BANK OF MAHARASHTRA,**

Having examined the contract documents, specifications and Bill of Quantities prepared by premises Section. I / We hereby offer to execute the subject work at the respective rates which I / We have quoted for the items in the Bill of Quantities (B.O.Q.) Further, I declare that before quoting the rates. I / We have visited the site and our rates are as per present site condition, Further I / We herewith deposit 1% of quoted amount for the proposed work as Earnest Money for due execution of the works at my / our tendered rates as per the items of Contract. In the event of this tender being accepted. I / we agree to enter into and execute the necessary contract documents as required by you, I am / we are aware that the Bank intends to complete the entire work as covered in the scope of this tender with in a period as mentioned in special conditions of the Contract, after the letter of intent is issued, I/we agree to complete the works within the said period.

As required by you, I / we are returning herewith the documents (in single) duly signed by us at each page in token of our acceptance of the provisions in the documents.

Seal :

I / we agree to enter into and execute the necessary contract documents as required by you.

Signature, with Name & Full Address:

Tele No : _____

Fax No. _____

Mobile No. _____

FORM OF AGREEMENT

THIS AGREEMENT made this day of, 20..... Between
.....
..... To, The Zonal Manager, Bank of Maharashtra, Ahmednagar Zonal Office,
Gurukul Building, Lal taki raod, Ahmednagar – 414001.

.....
(hereinafter called “the owner”) of one part and
.....
..... of or whose registered office is situated at
.....
..... (hereinafter called : “the Contractor”) of the other part.
WHEREAS the owner is desirous of(hereinafter called “the work”) at
And has caused drawings and Bill of Quantities showing and describing the work to be done to be prepared by or under the
direction of Tare And Associates , Nasik,, WHEREAS the Contractor supplied the owner with a fully priced copy of the said
Bill of Quantities (Which copy hereinafter referred to as “ the Contract Bill”) AND WHEREAS the said drawings (hereinafter
referred to as “the Contract Drawings”) and the Contract Bill have contractor has deposited the sum of Rupees
..... with the owner for due performance of this Agreement.

NOW IS HEREBY AGREED AS FOLLOWS

- 01. For consideration hereinafter mentioned the contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the contract drawings and described by or referred to in the Contract Bills in the said conditions.
- 02. The owner will pay the Contractor the sum of Rupees (hereinafter referred to as “the Contractor Sum”) or such other sum as shall become payable, there under at the times and in the manner specified in the said, Conditions.
- 03. The term “The Consultant” in the said Condition shall mean the said Er. Milind Tare ,Tare And Associates , Nasik, in the event of his ceasing to be “CONSULTANT” for the purpose of this Contact, such other persons or persons as the owner shall be nominated for that purpose, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person subsequently appointed to be “Consultant” under this contract shall be entitled, to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by earlier “ CONSULTANT”.
- 04. The said Conditions thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in such Conditions contained.
- 05. All disputes arising out of the contract shall be referred to Arbitration as per the condition stipulated in clause of “Special Condition of Contract”.

AS WITNESS the hands of the said parties
Signed by the said
In the presence of witness
NAME

OWNER

ADDRESS

Signed by the said
In the presence of witness
NAME
ADDRESS

OWNER

SPECIAL CONDITIONS

01. **ESTABLISHMENT :**

It is essential condition of this contract that the successful tender shall establish an office in Sangamner & Sangamner Office for the period of Contract and a duly authorized representative shall always be available in Sangamner Office to deal with all matters concerning this Contract.

02. **TIME LIMIT**

The entire work shall be completed within 39 days from the date of commencement which shall be FOUR DAYS from the day of acceptance letter is issued to the contractors or the day on which contractor is instructed to take possession of the site, which ever is later.

03. **TERMS OF PAYMENTS**

The following terms of payments shall apply:

- a) Running Account bills will be paid on item rate basis as certified by our Consultant / Bank engineer and based on bank" security, taking into consideration actual work completed and in progress.
- b) Any work done at factory will not be counted in the running accounts bills until the Material is brought to the site work.

04. **RIGHT TO DISTRIBUTE WORK**

The Bank reserves all rights to divide, distribute the tender items to more than one agency, delete any item or operate items quoted as rate only.

05. **FURNITURE AND CIVIL SUPPLY**

Bank will provide free water and power required for the works. However the Contractor shall make his own arrangements to draw the power and water from source as decided by the Bank / Consultant.

01. **PROGRAM WORK AND PROGRESS REPORTS :**

The successful contractor will have to submit a detailed bar-chart indicating the schedule of various activities from the date of commencement till completion and get the same approved by Consultant. Contractor shall strictly adhere to the same. This program shall form part of the contract and shall be binding on the contractor. However, the bank reserves the right to alter the program, if necessary, from time to time, no claim whatsoever of any nature by the Contractor on this account shall be entertained by bank. They shall also have to write their requirements about co-ordination from other agencies working at site.

07. **OFFICE / STORES ON THE SITE**

The contractor shall provide for all necessary storage on the site in a specified area for all materials, which is likely to deteriorate by the action of the sun. Rain or other

materials, causes die to exposure, in such a manner that all such materials, Tools, etc., shall be duly protected form damage by weather or any other cause. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned therein.

08. **TESTING OF MATERIALS AND WORKS AND PREPARATION OF SAMPLES**
The contractor shall, is required by Consultant / Bank, arrange to test materials and / or portion of the work at his own cost in order to prove their soundness and efficiency. If after any such test, the material or portion of work is found, in the opinion of the Consultant and employer to be defective or is found, in the opinion of the Consultant and employer to be defective or unsound, the contractor shall pull down and re-erect the same at his own cost.
Samples of materials and workmanship shall be submitted by the contractor for the Approval of the Consultant / Bank before procurement and execution.
09. **NOTICE :**
The contractor shall comply with all acts and regulations for the successful completion of the contract works and shall give due notice and pay all fees / taxes etc. as per statutory requirements.
10. **MEASUREMENT IS TO BE RECORDED BEFORE WORK IS COVERED UP :**
The contractor shall take joint measurements with the Consultant / Bank representative before covering up or otherwise placing beyond the reach of measurement any item of work should the contractor neglect to do so, the same shall be uncovered at contractor's expense or in default thereof on payment or allowance shall be made for such work or the materials with which the same, was executed.
11. **DIMENSIONS**
Figured dimension are to be followed in all large scale details take precedence over small scale drawings. In general the drawings shall indicate the dimensions positions and type of construction, the specification shall indicate the qualities and methods, and the bill of quantities shall Indicate the quantum and rate for each item of work.

Any work indicated in the drawings and not mentioned in the specifications or vice-versa shall be furnished as though fully set forth in both. Any ambiguity, conflict of interpretation, errors or inconsistencies discovered in the drawings / documents shall be promptly brought to the provisions giving more rigorous interpretation shall prevail but in the event of disagreement between the contractors and the supervisors, decision of interior designer shall be final incase of any discrepancy, the contractor is to ask for an explanation before proceeding with the work. However specifications will prevail over the drawings.
15. **ACTION WHERE THERE IS NO SPECIFICATION :**
In case of any class of work over which there is no specification mentioned, the same shall be carried out in accordance with the latest bank of Maharashtra's Standard Specifications subjects to the approval of the Consultant / Bank.
16. **CLEARING OF THE SITE OF WORKS :**

The contractor shall clear the site of works as per the instruction of the Consultant / Bank. The site of works shall be cleared of all men, materials, shed, etc. belonging to the contractor. The site shall be delivered back to the Bank in a clean and neat condition within a period of one week after the job is completed. In case of failure by the contractor, the Bank will have the right to get the site cleared at the risk and the cost of contractor.

17. **OCCUPATION OF PARTIALLY COMPLETED PORTION BY THE BANK :**

The Bank shall be entitle to and will be at liberty to occupy even the partially completed portion of the work by themselves or through their agents and servants if they so desire. Necessary extension of time for completing the work shall have no claim for any compensation whatsoever due to the delay, if any involved in completing the work on account of partial occupation.

18. **TYPOGRAPHICAL OR CLERICAL ERRORS :**

The Consultant's / Bank clarifications regarding drawing / details or particulars to typographical or clerical errors shall be final and binding on the contractor.

19. **INSURANCE :**

The contractor shall obtain adequate insurance cover at his own cost for work against any loss or damages as well as workman compensation and third party risk, until the date for virtual completion of the work. The insurance cover shall be in joint names of the owner and the contractor, is to be deposited with the owner within 21 (twenty one) days from the date of issue of work order.

20. **PERFORMANCE GUARANTEE FOR ALL BOUGHT OUT ITEMS :**

Contractor shall submit written performance guarantee from the manufactures of all bought out items.

21. **LANGUAGE OF TENDER :**

"English" is the official language of this tender.

22. **DOCUMENTS TO BE COMPLEMENTRY :**

All sections of contract document and working drawings shall be complementary to each other. In case of ambiguities, discrepancies or contradictions between any two sections. Bank/ Consultants decision shall be final and binding on the contractor for interpretation of same.

20. **CONTRACTOR'S SUPERINTENDENCE :**

The contractor shall appoint a qualified and experienced person to supervise the work at site. The contractor shall obtain the approval from Bank / Consultant about competence of such person.

21. **INSPECTION BY CONTRACTOR :**

The contractor shall inspect all the works and satisfy himself before same is offered for inspection to the Bank / Consultant.

22. **REMOVAL OF DEBRIS :**

Contractor shall arrange to dispose off debris, wood shaving and any other waste product created while carrying out the work, outside Bank's premises. The contractor shall take due care while disposing of such waste materials and ensure that any rules / regulations laid down by Municipal Corporation or any other statutory body are not violated. The contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rates shall involve the cost of same and no extra payment shall be made towards this account.

23. **MOCK UP :**

The Contractor shall prepare a mock-up of items, if required, strictly in accordance with the specification, free of cost, for approval of Consultant and bank. The work on these items shall proceed further only after the approval of the mock-up.

24. The contractor shall submit original copies of invoices, order forms for any materials purchased for project work, to the bank / Consultant if called for.

25. The contractor shall calculate realistic quantities after receipt of drawings and after submitting first interim bill but before submitting, the second interim bill Bank / Consultant.

26. The rates quoted by the tenderer in the schedule of quantities will be deemed to be for the finished work and shall include all charges for :

- a) Labour, maintenance, fixing, arranging, cleaning, making. Good, hauling etc.
- b) Plant, double, scaffolding, frame work, ladders, ropes, nails, spikes, tools materials, workmen, protection from weather, temporary support, platform, and maintenance of the same. Insurance for labour materials and third party.
- c) Covering for the walling and other works during inclement weather or strikes or whenever Directed, as necessary.
- d) All temporary canvas, lights, tarpaulin, barricade, water shoots etc.
- e) All measures required to be taken for protection of existing works.
- f) All such temporary weather-proof sheds at such places and in a manner approved by the Consultant for the storage and protection of materials against the effects of sun and rain.
- g) Testing of materials as per paragraph - 8 of "Special Conditions of Contract".
- h) No tools and plants shall be issued by the Bank under the Contract.

27. **ITEMS ADDITIONAL TO TENDERS :**

- I) The rate of the additional items / non tender items shall be based on the rates quoted by the tenderer for similar items or based on analogues items available in the tender.
- II) Where applicable rates are not directly available, the rates for extra items if any shall be Derived based on the prevalent market cost of labour and material at site of work including wastage (maximum 5%) plus all types of taxes plus 15% towards contractor's overhead and profit.

28. **ARBITRATION**

All disputes or differences of any kind whatsoever which shall at any time arises between the parties here to touching or concerning the works or the execution or maintenance thereof this contract or the rights touching or concerning the works of the execution of maintenance thereof of this contract or the construction remaining operation of effect there of or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final binding) shall after written mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitration. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority shall make the selection and appoint the selected persons as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall no receipt of the names as aforesaid select the persons name and appoint him as the sole Arbitrator. If the Employer fails to select the person and appoint his as the sole Arbitrator. If the Employer fails to select the person and appoint his as the sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons form the panel as the sole arbitrator and communications his name to the Employer.

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

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

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

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

The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half by each of the parties. The cost of the reference and of the award including the fees, if any, of the arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of cost to be paid.

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

Subject to aforesaid the provisions of the Arbitration Act 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the Arbitration proceeding under this clause.

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

General Notes:

01. All dimensions are in Sqm /Sft system. Unless otherwise stated.
02. The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials, if required samples brought for approval, tools and tackles, plant and equipment's, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of Bank / Consultant.
03. The rates quoted shall be valid for working at all heights, depths, and on all floor levels, No extra payment shall be made for scaffolding, staging, ladders etc. for transportation of men and materials at higher or lower levels.
04. The item rate specification are indicative. The Contractor will have to carry out the work in accordance with the drawings, technical specifications and / or other conditions laid down in tender document and to the full satisfaction of Bank / Consultant.
05. Quantities mentioned against respective items are approximate and can vary to any extent. Payment shall be made on actually executed quantities.
06. No claims shall be entertained in case of increase or decrease in quantities Bank / Consultant reserve the right to increase / decrease quantities of any item and also to add / delete any item in totality.
 - a) Bank,. Consultant reserve right of Operating any item for any work on any floor.
07. The rate for partition, paneling shall include necessary additional frame work supports that may be required to suit site conditions or stability of the item. Decision of Consultant in regards to the need for such additional supports shall be final.
08. Rates for partitions, paneling shall include making of necessary cut outs, chasing to be made for conduits, switch boards etc.
09. After completion of work, the site shall be handed over clean, after ensuring that all laminates, floors, walls, etc. are spotless clean.
10. Rates of all items shall remain constant irrespective of floor level and no extra shall be paid for handling and stacking of materials, removing debris etc. from the site.

11. Unless otherwise noted, the method of measurement will be as per I.S. 1200.
12. Bank / Consultant reserve the right of operating all 'Quote Rate Only' items.
13. Wherever contractor proposes to use 'equivalent' makes (i.e. other than specified) he shall obtain Bank's prior approval. Bank may ask Consultant before giving approval to the same. Any additional cost and time lost due to this will be on Contractor's account an no claims will entertained.'

APPENDIX

01.	Defects Liability Period	12 Months
02.	Period of Final Measurement	45 days
03.	Date of Commencement	3 days after issue of Detailed work award letter
04.	Date of Completion	39 Days after the Date of commencement
05.	Liquidated damaged at the rate of	Rs. 0.5% per week or part thereof upto maximum of 5%
06.	Value of works for interim Certificates	50% of the contract amount
07.	Retention Percentage	5% through bill
08.	Total retention money (Security Earnest Money deposit plus Deposit retention money)	4+1% through bill
09.	Period for honoring certificates	Fifteen Days for and running accounts bill One months for final bill

LIST OF MATERIALS OF APPROVED BRAND / MANUFACTURER

(First Quality to be used)

Unless otherwise approved the following brands shall be used for these works

NO.	ITEM	PRODUCT NAME / MANUFACTURER
01.	Paint	: ICI/Asian paint/Berger.
02.	Wood Preservative	: Bison by British Paint/ Termiseal by PCI
03.	Plywood	: Sarda Plywood Duro Ply (MR Grade)/ Green ply (MR Grade)/URO (MR Grade)
04.	False ceiling	: Armstrong/ Maharashtra Gypsum
05.	Laminate	: As per drawing.
06.	Screws	: G.K.W /Nettle fold
07.	Adhesive	: Fevicol SH.
08.	Locks	: Godrej
09.	Night Latch	: Godrej
10.	Aluminum Door Frame	: Jindal
11.	Adhesives	: Fevicol / Vamicol
12.	Glass	: Modi/Asahi/St. Gobain.
13.	Aluminum Cladding	: Eurobond/Altobond/Alukbond
14.	Keyboard Drawer	: EBCO
15.	Telescopic CPU stand	: EBCO
16.	Cable Organiser (Wire Manager)	: EBCO
17.	Vitrified Tiles	: EURO/RAK
18.	PVC TILES	: Armstrong

ANNEXURE 1

1. THESE ARE GUIDELINE , STANDARD SPECIFICATION AND STANDARD DESIGN PATTERN AS PER NORMS DECIDED BY BANK OF MAHARASHTRA.

2. THIS WILL BE SUPERCIATE ON ALL SPECIFICATIONS MENTIONED IN TENDER (IF IT IS VARRING)