



**TENDER**  
**FOR**  
**ELECTRICAL WORK AT WORLI NAKA BRANCH, MUMBAI**  
**MUMBAI SOUTH ZONE,**

**TECHNICAL BID**  
**ENVELOPE 1**

TENDER FOR : ELECTRICAL WORK.(FOR EMPANELL  
CONTRACTOR ONLY)  
NAME OF THE CONTRACTOR :  
ADDRESS :

**ARCHITECT**

**M/S. PARADKAR PATKAR ASSOCIATES,**  
ARCHITECTS / INTERIOR DESIGNERS.

**MUMBAI SOUTH ZONAL OFFICE**  
BANK OF INDIA BUILDING.  
A & S DEPARTMENT, 1ST FLOOR,  
70-80, M. G. ROAD, FORT,  
**MUMBAI. 1**  
TEL NO. 2263 3190/3192

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## TENDER NOTICE

To  
M/s.

Dear Sir,

Our Bank intends to carry out **ELECTRICAL WORK of WORLI NAKA BRANCH**, Pankaj Mension, Dr. Annie Besant Road, Worli, Mumbai-400018.

We invite competitive sealed tenders **from Empanelled Contractors** for the captioned work. You are invited to submit your tender as per details given hereinafter below:

1. Sealed tenders, on item rate basis, should be addressed and submitted to **The Asstt. General Manager, Bank of India, Mumbai South Zone, Bank of India Building, 1st floor, 70-80, M. G. Road, Fort, Mumbai.**
2. Copies of Tender form can be purchased from the office of **The Asstt. General Manager, Bank of India, Mumbai South Zone, Bank of India Building, 1st floor, 70-80, M. G. Road, Fort, Mumbai.** on payment of Rs. 500/- (Rupees five hundred only) in the form of a Pay Order / Demand Draft favouring Bank of India from 15.03.2010 to 05.04.2010 (except Sundays and Holidays) during office working hours between 10.00 am to 3.00 p.m. (10.00 am to 1.00 p.m. on Saturdays). The interested firms may also download prescribed Tender forms from our web-site [www.bankofindia.com](http://www.bankofindia.com). However, they have to enclose a Pay Order / Demand Draft in favour of Bank of India amounting to Rs. 500/- (Rupees Five hundred only) along with the tender document. The tender which is not accompanied by Tender form cost in the prescribed format will be liable for rejection.
3. The last date of submission of sealed tenders, duly filled in is 05.04.2010 up to 2.00 P.M. The rates shall be filled in the bill of quantities both in words and in figures. No tender will be accepted after the aforesaid date and time under any circumstances whatsoever.
4. You are not expected to include any conditions contrary to tender provisions. However if it is necessary to include any conditions the same shall be submitted along with the tender - Technical Bid in sealed cover No.1.
5.
  1. Tenderers should duly fill the tender and submit the same in a sealed cover.
  2. Earnest Money of 1% of tender amount in the form of Bank Draft in favour of **Bank of India** should be put along with Technical Bid in Cover NO.1 superscribed "**TECHNICAL BID**". A tender which is not accompanied by Earnest Money Deposit in prescribed form will be rejected. Price Bid should be submitted in a separate cover no.2 superscribed **PRICE BID**. No other documents other than Price Bid should be enclosed in Cover No.2.
6. The tender will be opened on 05.04.2010 at 3.30 PM in the office of **The Asstt. General Manager, Bank of India, Mumbai South Zone, Bank of India Building, 1st floor, 70-80, M. G. Road, Fort, Mumbai** in presence of the authorized representatives of the tenderers who can take decision on the spot in the matter.

7. If the Earnest Money Deposit and Tender Form cost (if Tender form is downloaded by the tenderer) in prescribed form as above are not found along with Technical Bid, the tender will be liable for rejection and the Price Bid of the said tenderer may not be opened by the Bank.
8. The Bank is not bound to accept any conditions put forth by the tenderer in tender.
9. Tender will be opened on intimated date and time. No correspondence / revised offer whatsoever will be entertained.
10. Earnest Money Deposit shall not bear any interest and shall be forfeited in the event of any evasion, refusal or delay on the part of the tenderer to sign & execute the contract on acceptance of his tender.
11. Bank of India reserves the right to accept any (fully or partly) or reject all the tenders without assigning any reason thereof.

## INTRODUCTION

- 01 Client : BANK OF INDIA
- 02 Interior Designer / Consultant : M/S. PARADKAR PATKAR ASSOCIATES.
- 03 Location (Site Address) : BANK OF INDIA  
WORLI NAKA BRANCH,  
Pankaj Mension, Dr. Annie Besant Road, Worli,  
Mumbai-400018.
- 04 Scope of work : Electrical work at Worli Naka Branch, Mumbai.
- 05 a) Issue of Tender : BANK OF INDIA  
**MUMBAI SOUTH ZONAL OFFICE**  
**Bank of India Building, 1st floor, 70-80, M. G.**  
**Road, Fort, Mumbai..**
- b) Submission of Tender : AT THE ABOVE ADDRESS
- c) Likely date of opening of Tenders : 05.04.2010 AT 3.30 PM AT THE ABOVE  
ADDRESS.
- 06 Time limit for execution : 60 days from the date of award of work
- 07 Earnest Money Deposit : 1% of tender amount in favour of Bank of India  
(by way of DD/Pay order)
- 08 Initial Security Deposit (I.S.D.) : 2% of the value of Tender including EMD.
- 09 Retention Money & S.D. : 8% of gross value of the each Interim bill
- 10 Total Security Deposit : EMD + RMD
- 11 Defect Liability Period : 12 months
- 12 Insurance : Contractors all risk policy (CAR policy)
- 13 Liquidated damages : Rs.1000 per day subject to maximum of 10% of  
tender amount
- 14 Value of Interim Bill (Minimum) : 20% of the contract amount

## SPECIAL INSTRUCTIONS

**Tender 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 60 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/Branch. The client reserves full right either to accept or reject such request from the Contractors without assigning any reasons whatsoever. The security of the Branch during the course of the work will be the sole responsibility of the Branch and remuneration if any, to be paid to the person arranged by the Bank during the extra hours will be borne by the Contractor as per the terms mutually agreed upon between the Branch and the contractor.
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 made only as per actual measurements. **Excess quantity shall not be executed without written permission 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 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 as agreement given in the tender within sever 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 8% 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 (twelve) 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. **Contractors already having two works of Bank of India in hand are not eligible for this tender. Contractor is responsible for informing about the works in hand to the Bank.**

**LETTER OF OFFER**

To,  
The Zonal Manager  
Bank of India, A & S Department  
Mumbai South Zone,  
Bank of India Building,  
Mezzanine floor,  
70-80, M. G. Road,  
Fort, Mumbai.

Dear Sir,

**SUB : Proposed renovation of Bank of India Worli Reclamation Branch, Mumbai.**

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 Rs.\_\_\_\_\_ for Electrical 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  
..... BANK OF INDIA, Mumbai  
North Zone, A & S Department, Bank of India Bldg. 2<sup>nd</sup> floor, S. V. Road, Malad (W), Mumbai 400 064.  
(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 .....

AND 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 Architect" in the said Condition shall mean the said M/s. Paradkar Patkar Associates in the event of his ceasing to be "ARCHITECT" 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 "Architect" 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 " ARCHITECT".
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

OWNER

ADDRESS

## SPECIAL CONDITIONS

01. **ESTABLISHMENT** :  
It is essential condition of this contract that the successful tender shall establish an office in Mumbai for the period of Contract and a duly authorized representative shall always be available in Mumbai Office to deal with all matters concerning this Contract.
02. **TIME LIMIT**  
The entire work shall be completed within 60 days form date commencement which shall be either two weeks 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 Architect / 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. **ELECTRICAL 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 / Architect.
06. **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 Architect. Contractor shall strictly adhere to the same. This program shall from 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 and should be kept 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 Architect / 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 Architect and employer to be defective or is found, in the opinion of the Architect 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 Architect / 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 Architect / 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.

12. **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 Indian Standard Specifications subjects to the approval of the Architect / Bank.

13. **CLEARING OF THE SITE OF WORKS :**

The contractor shall clear the site of works as per the instruction of the Architect / 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.

14. **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.

15. **TYPOGRAPHICAL OR CLERICAL ERRORS :**

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

16. **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 of 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.**
17. **PERFORMANCE GUARANTEE FOR ALL BOUGHT OUT ITEMS :**  
Contractor shall submit written performance guarantee from the manufactures of all bought out items.
18. **LANGUAGE OF TENDER :**  
"English" is the official language of this tender.
19. **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/ Architects 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 / Architect 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 / Architect.
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 Architect 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 / Architect 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 / Architect.
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 Architect for the storage and protection of materials against the effects of sun and rain.
- g) Testing of materials as per para - 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 contractor 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 reasone/d 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 arbitrator shall, if required to be paid before the award is make and

published, be paid half by each of the parties. The cost of the reference and of the award including the fees, if any, f 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.

## PREAMBLE TO BOQ

01. Abbreviations

M.S.	:	Mild Steel
R.M.T	:	Running Meter
Sq. Mt.	:	Square Meter
Sq. Ft.	:	Square Foot
Cu. Mt	:	Cubic Meter
Q.R.O.	:	Quote Rate Only
C/C	:	Center to Center
M.T.	:	Metric Ton
C.P.	:	Chrome Plate
No.	:	Number
MM	:	Millimeter
G.I.	:	Galvanised Iron
C.I.	:	Cast Iron

02. All dimensions are in M.K.S. unless otherwise stated.

03. 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 / Architect.

04. 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.

05. The item rate specifications 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 / Architect.

06. Quantities mentioned against respective items are approximate and can vary to any extent. Payment shall be made on actually executed quantities.

07. No claims shall be entertained in case of increase or decrease in quantities Bank / Architect reserve the right to increase / decrease quantities of any item and also to add / delete any item in totality.

a) Bank . Architect reserve right of Operating any item for any work on any floor.

08. 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 Architect in regards to the need for such additional supports shall be final.

09. After completion of work the site shall be handed over absolutely 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. Contractor shall clean the site and mark the lining out on the floor with adhesive tape for approval. The same shall not be paid separately.
12. Unless otherwise noted, the method of measurement will be as per I.S. 1200.
13. Bank / Architect reserve the right of operating all ' Quote Rate Only' items.
14. Wherever contractor proposes to use ' equivalent' makes (i.e. other than specified) he shall obtain Bank's prior approval. Bank may ask Architect before giving approval to the same. Any additional cost and time lost due to this will be on Contractor's account and no claims will be entertained.

## APPENDIX

01.	Defects Liability Period	12 Months
02.	Period of Final Measurement	Three Months
03.	Date of Commencement	From the 7 <sup>h</sup> day of issue of work award letter
04.	Date of Completion	60 DAYS after the Date of commencement
05.	Liquidated damaged at the rate of	Rs.1000 per day subject to a ceiling of 10% of accepted contract value
06.	Value of works for interim Certificates	20% of the contract amount
07.	Retention Percentage	8%
08.	Total retention money (Security Earnest Money deposit plus Deposit retention money)	10%
09.	Installment after virtual Completion	50% of earnest money deposit plus 50% of retention money.
10.	Period for honoring certificates	One month for and running accounts bill Three months for final bill

**EMPLOYER**

**CONTRACTOR**

**PREFERRED MAKES OF MATERIALS**

**MATERIALS TO BE USED**

<b>SR.NO</b>	<b>MATERIAL</b>	<b>APPROVED MANUFACTURES / SUPPLIERS</b>
01.	SFU / Isolator switch	EE/L&T / Siemens
02.	L.T. Panels	EE/ L&T / Siemens / As approved
03.	Meters	AE / MECO / Rishab / Silkon / UE
04.	DB (HRC Fuse)	EE / Standard / CPL / Havel
05.	DB (MCB)	EE/ MDS/ Siemens / Protec / Standard
06.	Wires	PHILCO / Finloex / Sundeeep / Poly Cab
07.	Conduits (MS / GI)	Superme BEC
08.	Switches / Sockets	Anchor / Precision / CPL / MK / Northwest / Avanti / Vinay / Elley / Crabtree
09.	Lugs	Dowell / Jainson
10.	Telephone cables	Finloex / Delton / MTNL approved
11.	Decorative lights (spot lights / picture lights wall)	Phillip / Gemini Global / Concept / Therber / Surya / Wipro
12.	Fire detectors	Appolo Honey well
13.	Security system	Shellain / Radioncis sentrol
14.	ELCB / RCCB	EE / MDS / Hagar / Datar
15.	Telephone Tag-block	Krone
16.	MCCBS	L&T / EE / Crompton
17.	Circuit Breaker	L&T / Siemens / EE
18.	Changeover Switches	Siemens / Blcon / Kayee
19.	Contractors	Siemens / L&T / Teienechamque
20.	Music speakers	Phillips / Ahuja / Sonotone
21.	Amplifiers	Phillips / Ahuja / Sonotone
22.	Elec. Fittings & fixtures	Phillips / Crompton / K-lite / Surya / Wipro
23.	PL / Spot Lights fittings	Phillips / K-lite / Wipro / Surya
24.	Copper Wire PVC Coated	Philco / Sandeeep / Pyroflex / Polycab or equivalent ISI
25.	Copper Cable (Conductor)	Polycab / CCI / Gloster (1100 V) ISI Mark
26.	Flourscent Lights, PL Lights and Lamps etc.	Phillips / Crompton / Surya / Wipro
27.	MCB / ELCB	MDS / KOOP / PROTECT / DATAR
28.	Main switcher (sheet metal boxing)	LT / KEW
29.	Ceiling Fan	Crompton / Orient Pspo / GEC
30.	Wall fan	Usha / Almonard / Crompton / Bajaj
31.	Exhaust fan	Unique / Crompton / GEC