

**SETH GS MEDICAL COLLEGE**  
**&**  
**KEM HOSPITAL**  
**and**  
**REGIONAL AND STATE ORGAN & TISSUE**  
**TRANSPLANT ORGANIZATION (ROTTO-SOTTO)**  
**ACHARYA DONDE MARG, PAREL, MUMBAI –400012.**

## **GENERAL INSTRUCTIONS AND TENDER NOTICE**

**FOR**

### **Tissue Retrieval OT and Training Centre AUGUST 2020**

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**SETH GS MEDICAL COLLEGE and  
ROTTO-SOTTO  
NOTICE INVITING QUOTATIONS**

No.

Dated:

Dean, Seth GS Medical College & KEM Hospital [Dean, G&K] and President, ROTTO SOTTO Advisory Committee, KEM Hospital, Parel, Mumbai 400012 invites sealed quotations for the following renovation and repair work from reputed and financially sound firms/contractors, having their office in Mumbai, carrying out similar nature of works, excluding those who are blacklisted, demoted and debarred in MCGM, P.W.D, other Government/ Semi-government organizations in India and as per the description of work and terms and conditions, for the establishment of **Seth GS Medical College & KEM Hospital and ROTTO-SOTTO** as indicated below:-

Sr. No.	Tender No.	Name of the work	Time period
1	KEM/ROTTO-SOTTO/TR-OT&TC/RENOV/002/2020-2021	Electrical work and renovation for Tissue Retrieval OT and Training Centre of ROTTO-SOTTO office, 8 <sup>th</sup> Floor, New Building Seth G S Medical College & KEM Hospital, Parel, Mumbai	45 days

The quotations shall consist of 2 parts, namely **Folder-A and Folder-B**, in separate sealed cover. **Folder-A** of the quotation shall cover **administrative and technical** aspects; and **Folder-B** the **commercial** aspects of the bid. **Sealed covers of Folder-A and Folder-B** offers shall be **submitted in one sealed cover with name of work and due date superscribed** on the cover and this will be received upto **2:00 PM of 31.08.2020**.

The quotations will not be accepted after due date and time. The quotations should be addressed to:

**The Dean  
Seth G S Medical College & KEM Hospital  
ROTTO-SOTTO Office, 7<sup>th</sup> Floor, M.S. Building,  
Parel, Mumbai 400012.**

The quotationer/contractor or his representative may remain present at the time of Tender committee meeting provided they bring with them letters of authority from the corresponding quotationer/contractor. The date of meeting will be informed telephonically and/or on the website: [www.kem.edu](http://www.kem.edu)

## **1. SCOPE OF THE WORK.**

A Tissue Retrieval OT and Training Centre for Regional Organ and Tissue Transplant Organization and State Organ and Tissue Transplant Organization (ROTO-SOTTO) is being established with financial support from Ministry of Health & Family Welfare, Govt. of India, New Delhi. This requires renovation and repairs in the areas identified for the Tissue Retrieval OT and Training Centre on 8<sup>th</sup> Floor, M.S. Building, Seth GS Medical College & KEM Hospital Parel, Mumbai. It has been planned to remodel some of existing OT and renovate few office areas to create state of art facilities and accommodate the equipment to be acquired and to be commissioned to carry out the functions of ROTTO & SOTTO by the institution.

The internal electrical work in this area thus involves construction, repairs /replacement of existing structures. tiling, plumbing and painting/polishing as described in the Bill of Quantities (BoQ) i.e. detailed statement of work, prices, dimensions, and other details, for execution of electrical work by contract.

## **2. Time Limit:**

Contractors shall start the work at all the spots and locations simultaneously as directed by Engineer-in-charge to complete the work within a span of 45 days. The contractor shall employ sufficient number of laborer and resources at all locations and spots as directed by Engineer-in-charge. For this purpose, the contractors may be required to submit programme on the basis of which they intend to execute the work within the prescribed time period. This programme shall be subject to modification as per direction of Engineer-in-charge.

## GENERAL INSTRUCTIONS TO THE VENDORS

### 1. Qualification of the Contractor/Quotationer:

- a. **Only firms/contractors dealing in similar work are qualified to fill and submit the quotations.**
- b. For the proposed work, contractor should be registered and have an engineer, either fresh Graduate or Diploma Holder with 1 years' experience, as an employee. The information about this should be submitted in folder A.
- c. The firms/contractors should have adequate legal status to enter into contract.
- d. **General Construction Experience** Average value of orders executed by firm / contractor during the last three years shall not be less than 30% of the estimated cost of proposed works.
- e. Contractors who can provide documentary evidence duly signed by an officer not below the rank of Executive Engineer of the concerned organization that they, as a prime contractor, or proportionately as member of a joint venture or approved subcontractor, have successfully completed, during last 3 financial years, at least one work similar to the proposed work whose value shall not be less than 40% of Basic estimated cost considered for the work.

OR

currently successfully executing at least one work of similar nature with at least 75% progress of cost (finance value as on the date of invitation of tender and of magnitude of at least 40% of the Basic estimated cost considered for proposed work in M.C.G.M. (Central Agency), Government / Semi Government / Public Sector Organization.

- f. **Financial Capabilities** Average annual turnover of the firm / contractor during the last three financial years shall not be less than 35% of the estimated cost of proposed works.
- g. The contractor should have generated a maximum annual turnover of any one financial year during the last three financial years not less than 90% of the basic estimated cost considered for the proposed work; Chartered Accountant's Certificate in these regards shall be submitted.
- h. The contractor(s) shall demonstrate that it has access to, or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction/work, cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the Basic estimated cost considered for the work as certified by a registered Chartered Accountant/Approved banks based on Audited Balance Sheet of the contractor which shall be submitted in Technical aspects of packet A.
- i. The audited balance sheets for the last 3 years demonstrating the current soundness of the contractor's financial position and indicate its prospective long-term profitability.

(If deemed necessary, the ROTTO-SOTTO shall have the authority to make enquiries with the tenderer's bankers.)

- j. The contractor shall have a Solvency for an amount equivalent to 40% of total estimated cost of proposed work.
  - k. **Equipment Capabilities** The contractor should own or have assured access to equipment, in full working order, demonstrated on basis of known commitments, that they shall be available for timely use in the proposed contract. The tenderer(s) should submit an undertaking towards the same.
  - l. The firms/contractors should have faithfully complied with statutory obligations related to filing of tax returns to GOM / GOI.
  - m. The Assessed Available Bid Capacity (AABC) at the time of bidding of the contractor shall be more than the estimated cost of the proposed work as on date of submission of quotation. [Assessed Available Bid Capacity = (A x N x 1.5 - B) where, A = Maximum value of Electrical Engineering Works executed in any one year during the last three years taking in to account the completed as well as the works in progress. N = Number of years prescribed for the completion of proposed B = Value of existing commitments and ongoing works to be completed during the 'N' years mentioned above.
  - n. **Litigation History** The Contractor shall submit information on litigation / arbitration history in which the contractor is involved, in the Annexure-. Even though the contractor (s) meets the qualifying criteria, they are liable to be disqualified, they have:
    - i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
    - ii. Record of poor Performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures Etc.; and/or.
    - iii. Participated in the previous contract for the same work and had quoted unreasonably high prices and could not furnish rational justification to the employer
    - iv. Not submitted details of ongoing works/commitments.
    - v. Rate analysis submitted by the contractors is found to be not justified.
- 2. Documents to be submitted** Photocopies of specific documents mentioned in respective schedule copy, should be attested from Gazetted officer of the State/Central Government or from the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Engineer/ Administrative Officer before submitting the same in Folder – A & B.
- 3. Sign and seal: Affixing of signature** anywhere while submitting the quotation shall be **deemed to mean acceptance of the terms, conditions and instructions** contained in this bid document **as well as confirmation of the bid/bids offered by the contractor** which shall include acceptance of special directions/terms and conditions if any, incorporated.

**4. Each contractor shall submit one quotation for the proposed work.** Firms with common proprietor/partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not quote separately under different names for the same contract.

(A) If it is found that firms as described in clause 4 have quoted separately under different names for the same contract, all such tender(s) shall stand rejected. In addition, such firms/establishments shall be liable, at the discretion of the ROTTO-SOTTO, for further penal action including blacklisting.

(B) If it is found that closely related persons as in clause 4 have submitted separate quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such quotations shall be liable for action as in clause no. 4 (A) including similar action against the firms/establishments concerned.

(C) If after award of contract it is found that the accepted vendor violated any of the clauses [4, 4(A) or 4(B)] the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.

**5. Site visit:** The contractor, prior to submitting quotation for the proposed work is encouraged to visit and examine the site of works at his own expenses and obtain and ascertain for himself, on his own responsibility and risk, all information, technical data, Etc.. that may be necessary for preparing his quotation.

**6.** The contract shall be for the whole work as described in scope of work attached hereto based on the Bill of Quantities submitted by the contractor.

**7. In the financial bid, contractor has to quote his offer for the Bill of Quantities (BOQ) mentioned in the proposal/enquiry.**

**8.** Rates of each item of work mentioned in the schedule should be well scrutinized with due consideration of each item before submitting the tender as no variation in rates shall be allowed on any ground as mistake or misunderstanding after the tender has been submitted.

**9. Unconditional offer** Contractor shall quote a firm & unconditional offer.

**Conditional offers shall not be considered and shall be treated as non- responsive.** Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary/ discount offer.

**10. Contradictory Clause in quotation.** Quotations containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to availability of stock" "Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" Etc.. will be rejected outright.

- 11. Alternative clauses in quotation.** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the bid & contract and/or the specifications and/or in the schedule of quantities. If any such alteration or interpolation is made by the contractor, his quotation shall be rejected.
- 12. Validity.** The validity will not be extended beyond **45 days** as the project is time bound and the funds for the same will lapse if not utilized in the said time period. The quotation shall be kept valid for **120 (One Hundred and Twenty) calendar days** from the date of opening of the quotation.
- 13.** Contractor should execute the additional work within the contract cost if required (Items as shown in the Bill of Quantities of this work) and terms and conditions of contract but within the same contract period as called upon by the Engineer in charge.
- 14.** If the contractor fails to attend the work in whole / part (as shown in bill of Quantities of this work) at the quoted percentage and terms and conditions of contract but within the prescribed time limit, the said work shall be carried out at his risk and cost through the other contractor at his quoted percentage + 15% supervision charges.
- 15. All the rates quoted by the contractor should be inclusive of all taxes,** duties, cess and charges such as Octroi, Service Tax, Terminal or Sales Tax, VAT and Royalty charges etc.. and other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax Act, on the transfer of property in good involved in the execution of work contracts (re-enacted) Act 1989 or as amended and **shall be borne by the contractor.** If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by the ROTTO-SOTTO.
- 16.** The Performance Guarantee equivalent to **5% of the cost of tender value** shall be submitted by the successful contractor in the form of Bank Guarantee within 8 days after receipt of acceptance letter but before issue of work order at prevailing rates of deposits as tabulated below & shall be valid till the Defect Liability Period (DLP).
- 17.** Within 8 days of receipt of the Notification of Award (Letter of Acceptance), the successful tenderer shall furnish the required **Contract Deposit of 5% of the cost of tender value** by submitting Bankers Guarantee from the Bank from the approved list, after paying adequate stamp duty for the Bank Guarantee and thereafter sign the form of Agreement along with all documents required for execution of contract.
- 18.** The successful quotationer/contractor within 08 days from the date of issue of work order for executing the contract work under reference shall enter into contract agreement with the ROTTO-SOTTO in the prescribed format of Article of agreement.
- 19. All cost, charges and expenses incurred in connection with this work** (contract) and such other incidental charges of this agreement **shall be borne by the quotationer/contractor.**
- 20.** The mode of payment of work shall be on volumetric basis. In addition to the Contract Deposit, **Retention Money** at the rate of Five Percent (**5%**) of **bill amount** shall be deducted from each Running Account Bill on which no interest shall be paid.



21. Total Security Deposit shall be 10%, respectively till completion of Defects Liability Period which comprises of 5% contract deposit, 5% Retention Money On successful completion of work, by withholding 5% of contract cost, balance retention amount shall be released against submission of Bank Guarantee valid up to Defects Liability Period.
22. **Defects liability period (DLP)** i.e. period of time after completion of work during which a contractor has the right to return to the site to remedy defects) for the proposed work is 12 months.
23. All Bank guarantee in lieu of performance guarantee, contract deposit and retention money shall be valid for entire DLP period or till the finalization of final bill or settlement of account of work by the contractors in all respect.
24. Quantities of all items provided in the BoQ may not be required to be executed depending upon the site conditions. ROTTO-SOTTO reserve right to make any changes in scope of work/reduction part or whole work. The contractor shall not be entitled to claim any damages/compensation etc.. for less quantity executed or cancellation of whole work or part thereof.
25. **Order** The user department of Seth GS Medical College / ROTTO-SOTTO will place work orders as and when required during the contract period.
26. **Contract** means the Contract Agreement entered into between the Employer, henceforth called Dean (G&K), ROTTO-SOTTO, and the contractor, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.

The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the Dean (G&K), ROTTO-SOTTO and the contractor.

The date of the Contract Agreement shall be recorded in the signed form.

**Contractor must distinctly understand:**

That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.

The contract entrusted to the successful contractor shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.

27. **Contract Postponement** Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Dean (G&K), ROTTO-SOTTO having in possession, other deposits on account of other bids or contract, which deposits may be or become returnable to the contractor and which they

may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted.

- 28. Acceptance of offer** The decision of the Dean (G&K) and ROTTO-SOTTO shall be final and binding and Dean (G&K) and ROTTO-SOTTO do not pledge himself to accept the lowest or any offer and reserves the right to split the quantity amongst the eligible. The Dean (G&K) and ROTTO-SOTTO reserves the right to reject any or all offers and relax/stringent any of the condition of proposal without assigning any reasons.
- 29. Acknowledging communications** Every communication from the Dean (G&K), ROTTO-SOTTO to the contractor should be acknowledged by the contractor with the signature of authorized person and with official rubber stamp of the contractor.
- 30. Jurisdiction of courts** In case of any claim, disputes or differences arising in respect of a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
- 31. Information regarding payment** Payment will be made within 30 days from the date of submission of the bills thereof and submission of all documents for satisfactory execution of contract.  
Contractors are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank account by crossed cheques only. Successful contractor shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc.. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction.
- 32. Rejection** If the particulars furnished by the contractor are found materially incorrect or misleading, such quotation shall be rejected Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the Dean (G&K) ROTTO-SOTTO. If the contractor fails to submit such information during the tenure of the contract, that shall invite legal action.
- 33. Penalty** If the successful quotationer/Contractor fails to comply with work within the period stipulated, the Dean(G&K) and ROTTO-SOTTO shall exercise his discretionary power either: -  
To recover from contractor as agreed, the liquidated damages or by way of penalty during which the execution of such work may be in arrears subject to maximum half percent of contract cost which the contractors has failed to execute as aforesaid per week or part thereof limit @ 10% of the balance amount of the stipulated price of the work unexecuted. Such penalty is to be deducted always by the employer from the contractors balance bill, Bank Guarantee or any money due to the contractor from ROTTO-SOTTO.
- 34. Consequence of inferior work** If the work executed is found of inferior quality, or not as per specifications, the contractor shall rectify it within one month from the date of

intimation, at the cost & risk of the contractor and also liable to pay the fine imposed by the Dean (G&K), ROTTO-SOTTO, failing which performance Bank Guarantee (BG) of the contractor shall be forfeited & the contractor shall be liable for penal action including black-listing Etc.. In addition to the forfeiture of the BG, if any fine is imposed by the Dean (G&K), ROTTO-SOTTO, the same shall be payable by the contractor immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Dean (G&K) and ROTTO-SOTTO.

- 35. Amendment to enquiry documents** Before deadline for submitting offers, the Dean (G&K), ROTTO-SOTTO may modify any condition included in this enquiry document by issuing addendum/corrigendum/clarification and publish it in the newspapers and/or on the website of Seth GS Medical College and KEM Hospital. Such addendum/corrigendum/clarification so issued shall form part of the enquiry documents. All contractors shall sign such addendum/corrigendum/ clarification and submit it in Folder 'A'
- 36. Secrecy** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Dean (G&K), ROTTO-SOTTO shall be at liberty to assign the work at the risk and cost of the contractor.
- 37. Confidential Information** All the information furnished to the contractor relating to the execution of proposed work shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of Dean (G&K) and ROTTO-SOTTO. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, including the improvement/modifications effected by the contractor shall continue to be the property of the Dean (G&K) and ROTTO-SOTTO.
- 38.** In case of the mandatory documents, which are submitted with bid, original of which, if called, shall be produced for verification within 3 days, failing which the bid will be treated as non-**responsive**. Administrative and Technical Bid will be opened on the due date and due time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted will be opened only if the administrative & Technical offer in 'Folder – A' is acceptable. The date & time of opening of Financial Bid will be intimated to the responsive contractor.
- 39.** This process of proposed electrical work is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.
- 40.** The contractor shall offer the best prices for the subject work as per the present market rates and that the contractor should not be offered less prices for the subject work to any other outside agencies including Govt./Semi Govt. agencies. Further, the contractor has to fill in the quotations with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any

action for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this enquiry. In the event, if it is revealed subsequently after the allotment of work/contract to contractor, that any information given by contractor, in this bid is false or incorrect, he shall compensate the Dean (G&K) and ROTTO-SOTTO for any such losses or inconveniences caused to the Dean (G&K) and ROTTO-SOTTO, in any manner and will not resist any claim for such compensation on any ground whatsoever. Contractor shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Dean (G&K) and ROTTO-SOTTO. Affidavit shall be submitted in this respect as per Annexure – 5.

41. Firms/Contractors participating in this bidding process have to furnish the details as per annexure – 1.
42. The contractors shall submit all the information /declarations/ affidavits mentioned in respective annexures.
43. **Risk & Cost execution** In case, if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Dean (G&K) and ROTTO-SOTTO shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The Dean (G&K) and ROTTO-SOTTO may, however fix such other subsequent date as they may think fit by which the execution of the said work shall be completed.
44. The Dean (G&K) and ROTTO-SOTTO have their right to inspect work as and when required.

## **Documents to be submitted quotations**

- 1) Administrative documents to be submitted with quotation (MANDATORY)- Folder- A'
  1. Valid registration Certificate
  2. Valid Bank Solvency certificate for an amount equivalent to 40% of total estimated cost from the nationalized /scheduled banks valid for 12 months, date of issue should not be more than 6 months prior to due date of enquiry.
  3. Annual turnover and financial statement duly audited by the Chartered Accountant.
  4. Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.
  5. Valid Registration Certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of vendor. OR Declaration on Rs. 100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.
  6. Registration Certificates in respect of VAT, Service Tax, Sales Tax, Professional Tax Etc.. as the case may be in prescribed form.
  7. Pan card with Photograph
    - a) Contractor's own PAN Card in case of Individual.
    - b) In case of Company or firm
      - i. PAN Card of proprietor in case of proprietary /Ownership firm
      - ii. PAN Card of Company in case of Private Limited Company
      - iii. PAN Card of a firm in case of Partnership firm
    - c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1860 /the Maharashtra Co-Op Society Registration Act 1960 (whichever is applicable)
  8. Power of attorney in case of partnership Firms/Public Ltd. Co./Pvt. Ltd. Co./ Societies / Govt. Undertaking. Particulars about the vendor. (Annexure – 1)
  9. Company Registration Certificate, Partnership deed, articles of association, Society's registration certificate as the case may be.
  10. Undertaking for mandatory condition. (Annexure- 2)
  11. Undertaking to be signed and sealed by the vendor. (Annexure– 3)
  12. Declaration by the bidder regarding eligibility and acceptance of term and conditions of the bid/inquiry. (Annexure- 4)
  13. Affidavit for compliance of condition No 4(Incl. of 4A, 4B and 4C) of General instructions to the vendors/ bidders and Best Rate quoted. (Annexure– 5)
  14. Required licenses /certificates in the name of bidder wherever required as specified.
  15. Memorandum of Understanding (M.O.U.) (Duly Notarized)/ a letter of Intent to execute a JV/Consortium in the event of successful bid signed by all partners (Duly Notarized) OR Registered Consortium Agreement.
  16. GST Number is mandatory for quotationer/Contractor

## **2) Technical documents to be submitted with quotation (MANDATORY) Folder-A**

The vendor shall not disclose/quote the rate of the items in Folder – ‘A’. In case if there appears to be such indication of rate by the vendor in Folder- A, the offer shall be rejected outright. The vendor/bidder must submit the following currently valid mandatory documents on/or before the due date and due time.

1. The names of electrical works in construction business for similar kind of works during last 3 years in the role of prime contractor, partner in Joint Venture or approved Sub-Contractor. (Annexure – 6) (original)
2. Annual turnover of Electrical Engineering Construction Works during the last three (3) financial years (excluding the current financial year) (Annexure – 7) (original).
3. Evidence stating that the contractor has successfully completed at least one work of similar nature during last 3 years whose value shall not be less than 40% of Basic estimated cost considered for the work, in the role of prime contractor, partner in Joint Venture or approved Sub-Contractor. (Annexure– 8) (original).
4. Information on provision of suitably qualified personnel
5. Evidence towards equipment capabilities (Annexure–9)
6. Details of works in hand (Annexure–10) and (Annexure–11) (original).
7. Programme of work in the contract period in the form of Mile stone chart.
8. Litigation history (Annexure – 12)
9. Any other documents as specified in the bid/inquiry and in the annexure.

## **3) Commercial documents to be submitted with quotation**

Contractor’s offer should include all taxes, duties, cess and charges such as Goods and Service Tax, Terminal or Sales Tax, VAT and Royalty charges etc.. and other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax Act, on the transfer of property in good involved in the execution of work contracts (re-enacted) Act 1989 or as amended.

**Particulars about the Contractor - (Specimen copy)**

**(To be submitted in Folder 'A')**

Following information to be submitted along with quotations (in Folder 'A') as detailed herein below on the letterhead of the contractor. (Put a tick mark where applicable/ Write N.A. where not applicable).

- 1) Name & Address of the Contractor.
- 2) Names and addresses of all the partners.
- 3) E-mail address of the firm/Contractor
- 4) Telephone Numbers of the firm contractor/partners.
- 5) Total annual turnover in the last Financial Year of the contractor.
- 6) Is the contractor registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
  - a. If so, furnish photo state copy of Certificate of Registration.
  - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
  - c. In case of Proprietorship/Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
  - d. Ownership status of the Firm (Maharashtra Govt./Other state Govt./ Centra Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc..)
- 7) Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.

I/We have carefully gone through the documents and the terms and conditions mentioned therein & are all acceptable & agreeable in its entirety to me/us.

Full Signature of the tenderer with  
Official Seal & Address

Form of undertaking of Mandatory Conditions

(To be submitted in Folder 'A')

**SUB:** Electrical work for internal renovation repairs and remodeling of existing OT for Tissue Retrieval OT and Training Centre, 8th Floor, M.S. Building, Seth GS Medical College & KEM Hospital. Parel, Mumbai

Enquiry: \_\_\_\_\_ Due On

**Mandatory Conditions of this work:**

1. **Each contractor shall submit one quotation for the proposed work.** The contractor who have filled-in the price for more than one quotation, such offer shall be rejected outright.
2. **Validity:** Every quotation shall be made open for acceptance for minimum period of 120 days from opening of the quotation. Quotations specifying validity for less than 120 days shall be rejected outright.
3. **Payment:** Payment will be made within 30 days from the date of satisfactory completion of work, submission of the bills and submission of all documents for execution of written contract.
4. **Contract deposit:** Successful contractor shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers & same will be retained 12 months after completion of contract period.  
The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same, within the Mumbai City limit categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.
5. **Completion of work:** The work should be completed within specified period from the date of issuing the order.
6. **Order:** The ROTTO-SOTTO will place orders as and when required during the contract period.
7. **Penalty:** Late supply or installation will be penalized as per Clause No. 34 of General instructions to vendors and clause 27 of Articles of Agreement.
8. **Acceptance of Tender:** The decision of the Dean(G&K) and ROTTO-SOTTO shall be final and binding and Dean(G&K) and ROTTO-SOTTO do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible.



Dean (G&K) and ROTTO-SOTTO reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.

**9. Contact details:** Address, E-Mail, Tel. / Fax No. of the manufacturer, authorized distributors/dealers/agents in Mumbai.

**10. Liquidated damage:** The conditions of the contract provide for the damages for the non-compliance of contract within the period stipulated as liquidated damages. In the event contractor fails to comply with work within the period stipulated, the contractor shall pay to the Dean (G&K), ROTTO-SOTTO liquidated damages. To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of contract cost which the contractors has failed to execute as aforesaid per week or part thereof during which the execution of such work may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the work unexecuted. Such penalty is to be deducted always by the employer from the contractors balance bill, Bank Guarantee or any money due to the contractor from Dean (G&K), ROTTO-SOTTO.

**OR**

To get the work done from elsewhere after giving due notice to the contractor on that account and at his risk, without cancelling the contract in respect of the work un-completed.

**OR**

To cancel the contract and orders, forfeiture of contract Deposit and blacklisting the firm/company along with their partners/ directors.

**11. “THE QUOTATION SHALL BE REJECTED OUTRIGHT IF THE TENDERER DOES NOT FULLFILL THE MANDATORY CONDITIONS AS BELOW.”**

If the vendor does not submit scanned copies of the PAN Documents and Photographs of the individuals, owners, Karta of the Hindu Undivided family, Partners of the Partnership Firms and Director / Directors in case of Private Limited/ Public Limited Companies or the authorized representatives of the registered Co- operative Societies / Semi Government Undertakings as the case may be, Affidavit for compliance of condition no.4 of general instructions to vendors and Best rate quoted as per annexure – 5.

**12.** In case one or more offers with the same prices are received, the decision of Dean (G&K) and ROTTO-SOTTO to accept any of the offers shall be final and the said decision shall be binding on the contractors.

I / We have gone through the “General Instruction to the contractor”, “The Articles of Agreement”, “Copy of Undertaking for mandatory Conditions” and “Technical Offer” and I / We agree to abide the same.

**Full Signature of the vendor with  
Official Seal and Address.**

Undertaking to be signed by the quotationer/ contractor

(To be submitted in Folder 'A')

Enquiry No.:

Due Date

To  
Dean,  
Seth GS Medical College & KEM Hospital and  
President, ROTTO-SOTTO,  
Parel, Mumbai 400 012.

Sir,

I/We \_\_\_\_\_ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to carry out work as mentioned in the Enquiry & in accordance with the specifications therein. I / We also abide by the accompanying Form of Contract and the Form of Items' Rates & Costs, which are herewith duly signed by me / us.

I/We \_\_\_\_\_ do hereby state & declare that I / We, whose names are given herein below in detailed with the addresses have not filled in this quotation under any other name or under the name of any other Establishment / Firm or otherwise nor we are in any way related or concerned with any Establishment / Firm or any other person who have filled in the above case quotation.

I / We have quoted for all Items and Quantities as per your specifications, which include all Taxes and Duties payable & born by us, and have carefully noted the conditions of the Contract and the Specifications with all the stipulations which I / We agree to comply. I / We undertake to complete the work within the period stipulated after receiving an order.

I / We \_\_\_\_\_ have filled in the accompanying quotation with full knowledge of liabilities and therefore, we shall not raise any objection or disputes in any manner relating to any action, for giving any information which is found to be incorrect and against the instruction and direction given in this quotation and failure to execute the written contract.

I / We further agree & undertake that in the event if it is revealed subsequently after the allotment of contract to me / us, that any information given by me / us in this quotation is false or incorrect, I / We shall compensate the Seth GS Medical College & KEM Hospital – ROTTO-SOTTO for any such losses or inconvenience caused to the institution in any manner and shall not resist any claim for such compensation on any ground and whatsoever.

I / We agree & undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me/us is withdrawn by the Dean (G&K), ROTTO-SOTTO.

OR

I/We hereby request you not to enter into a contract with any other person/persons for the supply/work underlying this contract for which the present tender is submitted until notice of non-acceptance of this tender has been first communicated to me/us and in consideration of your agreeing to refrain from so doing I/We agree not to withdraw the offer constituted by this tender before the date of communication to me/us or such notice of non-acceptance, which date shall be not later than fifteen days from the date of the decision of the Dean (G&K), ROTTO-SOTTO, not to accept this tender.

“I /We hereby agree and understand that if I/We fail to attend the work in Whole /part as shown in the Bill of Quantities of this work within the prescribed time limit, the said work shall be carried out at our risk and cost by any other contractor at their quoted percentage plus 15 % supervision charges.

I/We also agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same and not to make any modifications in its terms and conditions which are not acceptable to the ROTTO-SOTTO.

I / We do hereby agree to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.

I/We have read and examined the following documents relating to electrical work at ROTTO-SOTTO Seth GS Medical & KEM Hospital Parel, Mumbai.

- a) Notice inviting quotations.
- b) Instructions to the vendors and annexures
- c) Bill of Quantities and Rates. (h) Agreement Form

I/We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance in all respects with the specifications at the rates quoted in the aforesaid Bill of Quantities and within the period/s of completion as stipulated in Annexure-15 and Annexure-18.

**Yours faithfully**

**Full Signature of the tenderer with  
Official Rubber Stamp**

**Full Name, Office & Residential Address of the Proprietor / Partners & E-mail Address**

<b>Sr. No.</b>	<b>Full Name</b>	<b>Office Address</b>	<b>Residential Address</b>	<b>Signature</b>
<b>1.</b>				
<b>2.</b>				
<b>3.</b>				
<b>4.</b>				
<b>5.</b>				

- 1. Category in which registered.**
- 2. Class in that Category**
- 3. Registration No.**
- 4. Validity of Registration**
- 5. Bankers**
- 6. Branch**
- 7. Account No.**

**DECLARATION BY THE VENDOR REGARDING ELIGIBILITY AND  
ACCEPTANCE OF TERMS AND CONDITIONS OF THE ENQUIRY DOCUMENTS**

(To be filled in and signed by the vendor and to be submitted on non-judicial paper of Rs. 500/- duly notarized by Notary Public. / First Class Magistrate along with bid)

To be submitted in folder 'A'

**AFFIDAVIT**

To, Dean,  
Seth GS Medical College & KEM Hospital and  
President, ROTTO-SOTTO  
Parel, Mumbai 400 012.

Sir,

Ref your enquiry No: \_\_\_\_\_.

**I / we give following undertaking:**

1. I / we have thoroughly read and understood the terms and conditions as indicated in this enquiry document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with Seth GS Medical College ROTTO-SOTTO, actual nature of work and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the work offered by me /us as per specifications indicated in the enquiry, after compliance of all the required formalities within the specified time at the quoted rates, if accepted by ROTTO-SOTTO.
4. I / We agree to abide the regulations of the ROTTO-SOTTO premises now in force or which may come into force, during the currency of the contract.
5. I / We also undertake to carry out the work without any interference, what- so- ever to the work.
6. I / We agree for reserving the right to stop any supervising staff/ labour employed by me / us from entering in the ROTTO-SOTTO premises/area, if ROTTO-SOTTO feels that the said person is an undesirable element or is likely to create mischief. Dean (G&K) and ROTTO-SOTTO will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the Dean (G&K) and ROTTO-SOTTO as final and binding on me/us.
7. I / We shall not sublet the work to any other agency without the prior approval of the ROTTO-SOTTO.
8. I / We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.

9. I / We also agree, to undertake to carry out all types of work covered under Items of this enquiry as ordered from time to time by the Officer In-Charge or by his authorized representatives.
10. I/we hereby declare that the information furnished in the quotations is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct, my / our quotations shall not be considered by ROTTO-SOTTO and I /we will be liable for action as per terms and condition.
11. The acceptance of this quotations by ROTTO-SOTTO shall constitute a binding contract between me / us and ROTTO-SOTTO.
12. I/we solemnly confirm the compliance of all the requirements/Conditions of the enquiry.
13. I / we have offered our rates as per specifications and conditions mentioned in the enquiry.
14. I/ we hereby certify that I/we was/ were never black listed by any of central Govt. /State Govt. / Public sector undertaking/any other Local body.
15. The undertaking is binding upon us/our heirs, executors, administrators and assigns and/or successor and assigns.

Solemnly affirmed on this \_\_\_\_\_ the day of \_\_\_\_\_ 20.

**Full Signature of the tenderer with**

**Official Seal & Address**

Identified by me,

BEFORE ME,

## Annexure -5

The undertaking to be obtained from the prospective bidders on Rs. 500 /- stamp paper along with the quotations should be as under-Affidavit in terms of condition No 4(Incl of 4A.4B and 4C) of General instructions to the vendors and for Best Quoted Rates

To,  
Dean,  
Seth GS Medical College & KEM Hospital and  
President, ROTTO-SOTTO,  
Parel, Mumbai 400 012.

Sir,

Enquiry No. \_\_\_\_\_

"I/ We \_\_\_\_\_ (full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business, for the establishment /firm/ registered company, named herein below, do hereby, state and declare that I/We whose names are given herein below in details with the addresses have not filled in this quotation under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment / firm or any other person, who have filled in the quotation for the aforesaid work".

"I/We (full name in capital letters, starting with surname), the Proprietor/Managing Partner / Managing Director/ Holder of the Business, for the establishment /firm/registered company, named herein below, do hereby undertake that we have offered the best prices for the subject work as per the present market rates and that we have not offered less prices for the subject work to any other outside agencies including Govt./Semi Govt. agencies and within the Seth GS Medical College ROTTO-SOTTO also. Further, we have filled in the accompanying quotations with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this enquiry.

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the ROTTO-SOTTO for any such losses or inconveniences caused to the ROTTO-SOTTO, in any manner and will not resist any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the ROTTO-SOTTO.

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, Etc.. considering this aspect, before invoking the action, I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has been arisen.

In case, if the explanation submitted by me/us is unsatisfactory then action may be taken against me/us.

**VENDOR'S FULL SIGNATURE WITH RUBBER STAMP**

(Note: This affidavit should be given on Rs.500/- stamp paper duly notarized by Notary with red seal and registration Number.)



**PROFORMA FOR PAST EXPERIENCE STATEMENT- I**

(To be submitted in Folder 'A')

**The list of Electrical Works similar works as mentioned in scope of work and BOQ undertaken by the contractor during last three (3) Financial years –**

Specify the contracts undertaken at the State Government / Central Government or their undertakings / Semi Government / Local Bodies/ Large Corporates as shown below. (Use separate sheet, if necessary)

Tender No.: \_\_\_\_\_

Date of Opening: \_\_\_\_\_

Time: \_\_\_\_\_

Name &amp; Address of the vendor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Financial years	Name of the Project	Name of the Employer	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Cft. at Pg. No.
2017-18						
2018-19						
2019-20						

**Note:**

1. Attested copies of completion/performance certificates from the Engineer-in- charge of rank not below Assistant Engineer of MCGM or equivalent post in other Government / Semi-Government organization, for each work should be annexed, self-attested, and submitted. If at any time, information furnished is proved to be false or incorrect, vendor will be liable for action decided by Seth GS Medical College ROTTO-SOTTO and Seth GS Medical College ROTTO-SOTTO.
2. Works shall be grouped financial year-wise.

Signature &amp; seal of the vendor

**PROFORMA FOR PAST EXPERIENCE STATEMENT- II**

(To be submitted in Folder 'A')

**Annual turnover of Electrical Engineering Construction Works during the last three (3)****Tender No.:** \_\_\_\_\_**Date of Opening:** \_\_\_\_\_**Time:** \_\_\_\_\_**Name & Address of the vendor:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Annual Turnover of Electrical Engg.</b>	<b>Updated value to current year</b>	<b>Average of last 3 years</b>	<b>Cft. At Page No.</b>
1	2017-18				
2	2018-19				
3	2019-20				
	Total				

**Note:**

1. The above figures shall tally with the audited balance sheets submitted by the tenderers duly certified by Chartered Accountant and self-attested. If at any time, information furnished is proved to be false or incorrect, vendor will be liable for action decided by Seth GS Medical College & KEM Hospital and ROTTO-SOTTO.
2. Works shall be grouped financial year-wise.

**Signature & seal of the vendor**

**PROFORMA FOR PAST EXPERIENCE STATEMENT- III**

(To be submitted in Folder 'A')

**Details of work of similar nature & size of the proposed work, at least one work, during last three financial years**

Tender No.: \_\_\_\_\_

Date of Opening: \_\_\_\_\_

Time: \_\_\_\_\_

Name &amp; Address of the vendor: \_\_\_\_\_

 \_\_\_\_\_  
 \_\_\_\_\_

Name of the Project	Name of the Employer	Cost of the Project	Date Of issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Actual Cost of work done	Remarks explaining reasons for delay,if any.	Cft. at Pg. No.

**Note:**

1. Attested copies of completion/performance certificates from the Engineer- In-charge for each work should be annexed & self-attested. If at any time, information furnished is proved to be false or incorrect, vendor will be liable for action decided by Seth GS Medical College & KEM Hospital and ROTTO-SOTTO.

Signature &amp; seal of the vendor

**PROFORMA FOR EQUIPMENT CAPABILITY STATEMENT**

(To be submitted in Folder 'A')

**Details of Machinery/equipment available/acquired for the proposed work by the contractor**

**Tender No.:** \_\_\_\_\_

**Date of Opening:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Name & Address of the vendor:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

<b>Sr. No</b>	<b>Equipment</b>	<b>No. Owned/ Leased / Assured</b>	<b>Documents at Page</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
<b>6</b>			

**Note:** The tenderer(s) shall furnish the requisite documents.

**Signature & seal of the vendor**

**PROFORMA FOR DETAILS REQUIRED FOR ASSESSMENT OF AVAILABLE  
BID CAPACITY- I**

**(To be submitted in Folder 'A')**

**Details of Existing Commitments and ongoing works by the contractor**

**Tender No.:** \_\_\_\_\_

**Date of Opening:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Name & Address of the vendor:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Sr. No</b>	<b>Description of work</b>	<b>Place</b>	<b>Contract No. &amp; Date</b>	<b>Name &amp; Address of employer</b>	<b>Value of Contract in Rs.</b>	<b>Scheduled date of completion</b>	<b>Value of Work remaining to be completed</b>	<b>Anticipated date of completion</b>
<b>1</b>								
<b>2</b>								
<b>3</b>								

**Signature & seal of the vendor**

**PROFORMA FOR DETAILS REQUIRED FOR ASSESSMENT OF AVAILABLE  
BID CAPACITY- II**

**(To be submitted in Folder 'A')**

**Details of works for which bids are already submitted by the contractor**  
(Excluding the works incorporated in the subject quotation notice)

**Tender No.:** \_\_\_\_\_

**Date of Opening:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Name & Address of the vendor:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Sr. No</b>	<b>Description of work</b>	<b>Place</b>	<b>Contract No. &amp; Date</b>	<b>Name &amp; Addresses of employer</b>	<b>Value of Contract in Rs.</b>	<b>Time Period</b>	<b>Date on which decision is expected</b>	<b>Anticipated date of completion</b>
<b>1</b>								
<b>2</b>								
<b>3</b>								

**Note:** Attested copies of certificates from the Engineer-in-charge for each work shall be annexed.

**Signature & seal of the vendor**

**INFORMATION ON LITIGATION HISTORY IN WHICH THE TENDERER IS INVOLVED**

(To be submitted in Folder 'A')

**Details of works for which bids are already submitted by the contractor**  
(Excluding the works incorporated in the subject quotation notice)

**Tender No.:** \_\_\_\_\_

**Date of Opening:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Name & Address of the vendor:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Name & Address of Manufacturer:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Party (ies)	Employer	Cause of dispute	Amount involved	Remarks showing Present status	Value of Contract in Rs.	Remarks
1						
2						
3						

**Note:** Self-attested duly signed/attested copies, of the documents should be annexed.

**Signature & seal of the vendor**

**Proforma of Articles of Agreement for the Electrical Work**

**Contract for the work of.:** \_\_\_\_\_

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_

two thousand \_\_\_\_\_ between \_\_\_\_\_

(Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at \_\_\_\_\_

---

in Mumbai under the style and name of Messer's \_\_\_\_\_  
for and on behalf of himself / themselves, his/their heirs, executors, administrators and  
assigns (Hereinafter called 'the Contractor/s') of the FIRST PART and \_\_\_\_\_

Shri / Smt. \_\_\_\_\_ the Dean, Seth GS Medical  
College & KEM Hospital [Dean (G&K)] and ROTTO-SOTTO in which expressions are  
included unless such inclusion is inconsistent with the context or meaning therefore,  
include [Dean (G&K)] and ROTTO-SOTTO and any officers of GS Medical College &  
KEM Hospital and ROTTO-SOTTO authorized by [Dean (G&K)] and ROTTO-SOTTO and  
shall also include their successors & assign / assignee for the time being holding office, of  
the SECOND PART

Shri / Smt. \_\_\_\_\_ the Director, ROTTO-  
SOTTO in which expressions are included unless such inclusion is inconsistent with the  
context or meaning therefore, include Director, ROTTO-SOTTO and any officers of  
ROTTTO-SOTTO authorized by the Director, ROTTO-SOTTO and shall also include their  
successors & assign/ assignee for the time being holding office, of the THIRD PART

WHEREAS the [Dean (G&K)] and ROTTO-SOTTO has interallia deputed his powers,  
functions and duties to the Director, ROTTO-SOTTO

AND WHEREAS the Director, ROTTO-SOTTO in pursuance of the power vested in him /  
her recently invited Quotation for certain works mentioned in the specification here to  
annexed.

AND WHEREAS the contractor/s has/have submitted quotation for the work thereof and his  
/ their said quotation was accepted by the Director, ROTTO-SOTTO on the Terms and  
Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have furnished the General Undertaking and  
Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_)  
of \_\_\_\_\_ Bank, for the payment interallia of the said amount of  
the Contract Deposit in the office of Director, ROTTO-SOTTO for the due and faithful  
performance of this contract.



NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

### **1. Contract Period**

This Contract shall be deemed to have commence as from and after \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ and shall continue in force, subject to the power of the Dean (G&K)] and ROTTO-SOTTO for the time being to determine the same previously as hereinafter mentioned until \_\_\_\_\_ Day of Two Thousand \_\_\_\_\_. Or until such time as the work herein mentioned and shall have been completed and certified for by the Dean (G&K)] and ROTTO-SOTTO as being of good quality and in good working order.

### **2. Contract Deposit**

Successful vendor shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers approved by ROTTO-SOTTO & same will be retained 12 months after completion of contract period.

### **3. Works to be carried according to the Order**

The contractor/s shall, during the continuance of this contract, from time to time and at all times as and when the work order for the same shall be placed as required by the any officer or the ROTTO-SOTTO authorized in that behalf (such work order shall be in writing and signed by the said officer) execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the ROTTO-SOTTO authorized in that behalf within the stipulated period, after receipt of the respective work orders in such quantities as may from time to time be placed for such of the brittles specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Contractor/s may be called upon to do at the rates set opposite to the said respective works in the said Schedule.

#### **3. (a) Failure to execute Orders**

If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, Dean (G&K)] and ROTTO-SOTTO shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Contractor/s, with the ROTTO-SOTTO.

#### **3. (b) Period**

Unless otherwise stated elsewhere in this Contract, work shall be completed by the Contractor/s within stipulated period from the date of receipt of Order by the Contractors.

### **4. Place of work**

The work so indented for, unless otherwise specified shall be carried out by the Contractors at actual place of work of premises of ROTTO-SOTTO, as may be mentioned in the respective indents for the same. No expenses and no risk of any description shall be borne

by the ROTTO-SOTTO until actual completion of work. The Contractors shall exercise all possible care while carrying out the work within ROTTO-SOTTO premises. The cost of any damage done by the Contractors or their agents to ROTTO-SOTTO property while carrying out the work shall be recovered from their bills or any other outstanding dues. The work shall be carried out by the contractors as per the convenience of the user department.

## **5. Quality**

All material used for the work by the Contractor/s should be in accordance with this contract shall be new and of the best quality and in working condition of their respective kinds, in accordance with specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signing the same and in case of their not being approved shall be liable to be rejected.

## **6. Quantity**

The quantity in the schedule is approximate. ROTTO-SOTTO agrees to work order valued at not less than 25 percent of the total amounts of the contracts

## **7. Penalty for Inferior Supply**

If the work and articles used for the work is found of inferior quality or not as per the specification, when tested through Govt. / Govt. approved Lab / having NABL accreditation shall be rejected and

- i. If the default committed by the contractor is of first time he is liable for penalty up to 20% of the total contract cost and
- ii. If the default committed is of second time, the firm shall be blacklisted for a period of three years and
- iii. If the default committed is of third time or more than that, the firm shall be permanently blacklisted.

## **8. Rejection & Appeal**

ROTTTO-SOTTO shall not be bound to assign any reason in case of his rejecting work or the materials used by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO, whose decision as to Whether the said work or the material used for the work shall be accepted or rejected shall be final and binding on the Contractor(s).

## **9. Fees**

The contractors shall pay such fees as may be decided to be levied by the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO in connection with the inspection, and field / or laboratory tests of materials supplied by the contractors. Such payment will however, be enforced only in the event of the materials used for the work being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

## **10. Risk & Cost Purchase**

In case, if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge, within the said specified period, the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences.

The extra cost thereof (if any) and all expenses there thereby incurred which shall include a minimum charge of 5%, in all cases of default, which may be raised to a maximum of 15%, in special cases at the discretion of the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO shall be payable by and/or may be deducted from any moneys due or to become due to the Contractors under this or any other contract between the contractors and the ROTTO-SOTTO. The Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO may, however, fix such other subsequent date as he may think fit by which the execution of the said work shall be completed.

## **11. Submission of Bill**

The Contractor/s shall on completion of the work mentioned in the respective order, present his / their bills in duplicate to the officer within 8 days from the date of the completion of such work.

## **12. Monetary dealings with the MCGM or ROTTO-SOTTO Employees**

The Contractor/s shall not lend to or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any ROTTO-SOTTO employees, and if he / they or any of them shall do so, the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO shall be entitled to forthwith terminate this contract and forfeit the / Contract Deposit without prejudice to the other rights and remedies of the ROTTO-SOTTO, claim damages from the Contractor/s for the breach of the Contract.

## **13. Breach of Contract**

In case of failure on the part of the Contractor/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, The Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO shall be at liberty, absolutely to determine the same by giving the Contractor/s one calendar month's previous notice in writing of his intention to do so and in such case the Contractor/s shall be responsible for and shall make good to the ROTTO-SOTTO all loss, cost and damage of every description which the ROTTO-SOTTO may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs. \_\_\_\_\_ deposited as Contract Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

#### **14. Dissolution of the Contract**

The Contractor/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or makeover the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO for the time being. In case the Contractor/s shall at any time commit any breach of this covenant then the Contract Deposit shall be forfeited to the Corporation and shall be retained by the ROTTO-SOTTO as and for liquidated damages.

#### **15. Disputes etc.. to be decided by the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO**

If any dispute or difference shall arise between Director, ROTTO-SOTTO or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the work to be made by the contractor/s under these presents or any of them or the quantity or quality thereof the work or other action taken, or purporting respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or Director, ROTTO-SOTTO or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof or concerning any certificate or order made or purporting to have been made thereunder, or in any ways whatsoever relating to the interest of the ROTTO-SOTTO or of the contractor, every such dispute and difference shall from time to time be referred to and be settled and decided by the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of them and who shall decide and determine thereon: and to the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the GSMC and ROTTO-SOTTO.

#### **16. Directions & decisions of Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO to be final and binding**

The directions, decisions, certificates, order and awards given and made on such reference as aforesaid of the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO (which said directions, decisions, certificates, orders and awards may be made from time to time) shall be final and binding upon the Contractor respectively and shall not be set aside on account of any technical or legal defects therein or in the contract, or on account of any formality, omission, delay, or error of proceedings or on any other ground or for any pretense, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the ROTTO-SOTTO to expect to any hearing or determination before or of the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO or to any certificate, order or award by the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have

been properly submitted to the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO and be taken to have been properly adjudicated upon.

**17. Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO not compellable to defend or answer any suit relating to any certificate or award made by him.**

The Dean, Seth GS Medical College & KEM Hospital shall not be made a party to or be required to defend or answer any action, suit or proceedings at the instance of the ROTTO-SOTTO or the Contractor nor shall be compellable by any proceeding whatsoever to answer or explain and matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any matter whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about the premises, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

**18. ROTTO-SOTTO lien over all moneys due to the Contractor or his deposit**

The ROTTO-SOTTO shall have a lien on over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security amount or amounts made under this contract and which may become repayable to the Contractor/s under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the ROTTO-SOTTO by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the ROTTO-SOTTO and the Contractor/s and also for or in respect of any Tax or Taxes or other money which may become due and payable to the ROTTO-SOTTO by the Contractor/s either alone or jointly with another or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO on behalf of the ROTTO-SOTTO shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

**19. Termination of the Contract**

These presents in every clause matter and thing herein contained shall cease and determine on the \_\_\_\_\_ Two Thousand \_\_\_\_\_ (Unless the same shall have been previously determined by the Dean, Seth GS Medical College & KEM Hospital as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which any have been broken or not performed.

## **20. Return of the Contract Deposit:**

If the Contractor/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs. \_\_\_\_\_ shall be returned to the Contractors and any balance due to the contractor/s under these present shall at the same time be paid to him / them.

## **21. Banker's Guarantee**

In the event of the said deposit of Rs. \_\_\_\_\_ having been made by the Contractors by delivery to the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO of the General Undertaking and Guarantee of the Bankers of the contractors and of the contractors and of the Contractors under any of the provisions of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs. \_\_\_\_\_ becoming forfeited as hereinbefore mentioned then and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO shall immediately on demand be paid by the said Bankers to and may be forfeited by the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO under and in terms of the said General Undertaking and Guarantee. If no penalty or damage of forfeiture of deposit shall be exacted or claimable from or against the Contractors under this Contract the Contractors and the Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the continuing liability of the Contractors and of the said Bankers and the right of the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO and / or the ROTTO-SOTTO to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting contract entered into by the Contractors with the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO and / or the ROTTO-SOTTO.

## **22. Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents shall if signed in the partnership name by any one of the Contractor/s be of a good and sufficient discharge to the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any of the contractors, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO may hereafter have against the legal representatives of any Contractor/s so dying or in respect of any breach of any of the conditions thereof, PROVIDED ALSO that, nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Contractor/s inter se.

### **23. Charges**

All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements, shall be paid by the Contractor/s.

### **24. Singular – Plural**

Words in the Singular number shall include the plural and plural the singular.

### **25. Meaning**

The word ‘The Dean (G&K) and ROTTO-SOTTO or ‘Dean (G&K) and ROTTO-SOTTO wherever they occur in this Tender or in the Contract shall be construed to mean ‘Dean, Seth GS Medical College & KEM Hospital and Regional & State Organ and Tissue Transplant Organization.

The word ‘ROTTTO-SOTTO’ wherever they occur in this enquiry or in the Contract shall be construed to mean ‘Seth GS Medical College & KEM Hospital and Regional & State Organ and Tissue Transplant Organization’.

The word ‘ROTTTO-SOTTO wherever they occur in this Tender or in the Contract shall be construed to mean ‘Seth GS Medical College & KEM Hospital and ROTTO-SOTTO Advisory Committee’.

### **26. Acknowledgement**

Every notice served upon any one of the Contractor/s in pursuance of the Terms and Conditions of this Contract shall be deemed to have been duly served upon the Contractor/s if it is addressed to the place of the Contractor/s given by them and duly posted, even if the same may not have actually reached / received by them.

### **27. Penalty**

If the contractor fails to comply with the order within period stipulated, the Dean (G&K) / ROTTO-SOTTO shall exercise his discretionary power either: -

#### **27. (a)**

To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of contract cost which the contractors has failed to complete as aforesaid per week or part thereof during which the work may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated cost of the work uncompleted. Such penalty is to be deducted always by the employer from the contractor/s balance bill, B.G. or any money due to the contractor from ROTTO-SOTTO.

OR

#### **27. (b)**

To carry out the work from other contractor after giving due notice to the contractor on that account and at his risk, of a similar description without cancelling the contract in respect of the work yet to be completed.

OR

**27. (c)**

To cancel the contract and orders and forfeiture of Contract Deposit

**28. Warrantee**

In case of electrical contracts, the Contractors shall, for a period of twelve calendar months after the completion of work, maintain, uphold and keep the same in thorough repairs at their sole cost and expense and to the entire satisfaction of the 'Dean (G&K) and ROTTO-SOTTO'.

**29. Scope of the Contract**

And where it is further hereby agreed between the parties of all the parts herein that the Terms and Conditions of the Instructions to the Tenderers including the Annexures thereof and the specification of the work shall form parts & parcel of these Contract Agreement.

**30. Operation of the Contract Clauses**

The Dean (G&K) and ROTTO-SOTTO or his / her successor/s for the time being holding the office of the ROTTO-SOTTO shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the ROTTO-SOTTO shall be deemed to have been signed by the 'Dean (G&K) and ROTTO-SOTTO'.

In witness whereof the Contractors and the Dean (G&K) have hereunto set hands and the seal of the corporation has been hereunto affixed.

Signed, sealed and delivered by The Said  
Contractors, Shri/Messrs \_\_\_\_\_

In the presence of \_\_\_\_\_  
Signature, name and address of witness

And by the Dean (G&K) and ROTTO-SOTTO \_\_\_\_\_

The common seal of the Dean (G&K) as affixed  
on the \_\_\_\_\_ day of \_\_\_\_\_  
Two thousand, \_\_\_\_\_  
In the presence of Witness

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Two Members of the Purchase Committee of the  
Seth GS Medical College ROTTO-SOTTO. \_\_\_\_\_



\* Contract examined with the quotation and found correct.



## **Annexure -14**

1. The following Banks with their branches in Greater Mumbai and upto Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee.
2. The Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Bankers' Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that the said bankers guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said branch of the Bank, in case of default by the contractor / supplier furnishing the Bankers Guarantee.

### **List of approved Banks**

- A. S.B.I. & its subsidiary banks**
- B. NATIONALIZED BANKS**
- C. SCHEDULED COMMERCIAL BANKS**
- D. SCHEDULED URBAN CO-OP BANKS**
- E. FOREIGN BANKS**

**Annexure -15**

A.	Time allowed (Period of completion)	<b>45 days</b>
B.	DEFECT LIABILITY PERIOD for the work as included in BOQ :	<b>12 (Twelve Months)</b>

**Note:**

1. Percentage to be charged as supervision charges for the work got executed through other means/ at risk and cost of the contractors = 15% (fifteen Percent).

**Tenderer's Full Signature with Full name,  
Address & Rubber stamp**

**Signature of Issuing Officer**

**Date:** \_\_\_\_\_

**Specifications for Electrical Work  
(Bill of Quantities)**

SR. NO.	ITEM	DESCRIPTION	QTY	UNIT
1	R2-ME-3-34-a	Light /Fan / Ex. fan Points	30.00	NOS
2	R2-ME-3-34-b	2/3 Pin Independent Plug (IP)	15.00	NOS
3	R2-ME-3-34-c	Bell Point with Bell / Buzzer & 1 Bell Push	1.00	NOS
4	R2-ME-3-34-i	15 / 5 A / 6 A Combined Power Plug Socket Point with Fuse and Indicating Lamp, One 15 Amp SP Switch	7.00	NOS
5	R2-ME-3-34-j	5A/6A - 3/5 Pin Plug On Board	5.00	NOS
6	R2-ME-1-14-i	IP 42 Wall/column Mounted distribution board with one Nos of 32A DP MCB as incomer and 6 Noss 6A SP MCB as outgoing (12 way SPN DB)	2.00	NOS
7	R2-ME-1-25-c	40Amp. 2Pole	2.00	NOS
8	R2-ME-2-1-c	2C x 6.0 Sq.mm	50.00	MTR
9	R2-ME-2-11-b	2C x 6 Sq.mm TERMINATION	4.00	SET
10	R2-ME-3-3-b	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire in 20 x 12 mm (1/2")	300.00	MTR
11	R2-ME-4-12-p	Wall mounting fan of 400mm sweep, 230 Volts, AC 50 Hz, oscillating type complete with all necessary accessories for completing installation.	5.00	NOS
12	R2-ME-4-12-t	Supply and fixing of Step type Electronic Fan Regulator minimum rated for 100W	6.00	NOS
13	R2-ME-4-12-s	Fan safety rope/ Fan wire.	6.00	NOS
14	R2-ME-4-12-d	Ceiling fan of 1200 mm sweep with all accessories including Electronic Regulator for completing installation	6.00	NOS
15	R2-ME-4-33-f	36W (600x600) DOWNLIGHT	15.00	NOS

16	R2-ME-8-1-h	Removal of cable from 1.5 sq.mm to 3-1/2 core x 35 sq.mm.	50.00	MTR
17	R2-ME-8-2-h	Refixing of 2 core/ 3 core/ 3-1/2 core / 4 core/ 6 core copper / aluminium conductor armoured / unarmoured cable 1.5 sq.mm. to 16 sq.mm. size on wall / ceiling etc.	25.00	MTR
18	R2-ME-4-12-i	Exhaust fan of 305mm sweep, 900/1400RPM, with 750 CFM free air delivery, AC 230V/415V , 50 Hz, single phase / three phase complete with all necessary accessories for completing installation	1.00	NOS
19	R2-ME-4-34-e	LED Bulkhead fitting	1.00	NOS
20	R2-ME-4-5-a	1x28W, T-5 Fixtures, comprises of M.S. Powder coated with end cap. The fixtures complete with high efficiency electronic ballast and PF= 0.98 complete with bright reflector & T-5 lamp	19.00	NOS

Name Of Work : Repairs and Renovation Of Urology Laboratory ,Changing Room & Toilet At 8th Floor Multi-storeyed Building In KEM Hospital, Parel

SR. NO.	ITEM	DESCRIPTION	QTY	UNIT
1	R2-ME-1-19-a	16/32 Amp. DP MCB	1.00	NOS
2	R2-ME-1-19-g	20Amp TP/TPN MCB with 20A ray roll type, 3pin plug &	1.00	NOS
3	R2-ME-1-14-i	IP 42 Wall/column Mounted distribution board with one Nos of 32A DP MCB as incomer and 6 Noss 6A SP MCB as outgoing (12 way SPN DB)	1.00	NOS
4	R2-ME-1-25-c	40Amp. 2Pole	1.00	NOS
5	R2-ME-3-3-d	2 X 6 sq. mm + 1 X 6 sq. mm earth wire in 25 x 12 mm ( 3/4")	40.00	MTR

6	R2-ME-9-2-c	indoor unit for 1.0TR/2.0 TR split air Conditioning unit: - 1.0 TR/ 1.5 TR / 2.0 TR capacity indoor units shall be suitable to be installed on wall/ suspended from ceiling / floor mounted and shall have motorized oscillating supply air louvers. The unit shall have sensor and time equipped, with full function remote control. the fan / blower shall comprise of centrifugal type, driven by high efficient EFF-1, TEFC squirrel cage induction motor, to give smooth and undistributed flow of air, low noise level and high air movement. the fan speed shall have multi speed setting and auto-mode for cooling and better temperature control. the cost of metal bracket for installation of I.D unit are included in supply cost ,hence no separate payment will be made for bracket .the filter pad provided shall be washable and reputed make readily available in the market and shall be easy for maintenance.	2.00	NOS
7	R2-ME-9-2-K	Providing & fixing of extra refrigerant piping as per specification (both).	10.00	MTR
8	R2-ME-9-2-L	Providing & fixing of extra drain piping as per specification.	10.00	MTR

**Annexure -17**

1. Name and style (of the Company, Firm, HUF or Individual) in which the tender is assessed or assessable to Income Tax and the addresses for the purpose of assessment and Telephone No  

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2. Name and Address of all Company, Firms or Association or persons in which the applicant is substantially interested in his individual or fiduciary capacity  

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3. The Income Tax Circle/Ward/District in which the tenderer is assessed to Income Tax  

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4. Reference number of the assessment and assessment year.  

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**Tenderer's Full Signature with Full name,  
Address & Rubber stamp**

BANKERS' GUARANTEE IN LIEU OF CONTRACT DEPOSIT FOR WORK

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ 20.  
BETWEEN THE \_\_\_\_\_  
BANK incorporated under the Indian Companies Act and carrying on business in Mumbai  
(hereinafter referred to as ' the bank' which expression shall be deemed to include its  
successors and assigns) of the FIRST PART and \_\_\_\_\_

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inhabitants carrying on business at \_\_\_\_\_  
in Mumbai under the style and name of Messers \_\_\_\_\_

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(hereinafter referred to as 'the contractors') of the SECOND PART and

Shri / Smt. \_\_\_\_\_ the Dean, Seth GS  
Medical College & KEM Hospital [Dean (G&K)] and ROTTO-SOTTO in which expressions  
are included unless such inclusion is inconsistent with the context or meaning therefore,  
include [Dean (G&K)] and ROTTO-SOTTO and any officers of GS Medical College &  
KEM Hospital and DJST authorized by [Dean (G&K)] and ROTTO-SOTTO and shall also  
include their successors & assign/ assignee for the time being holding office, of the THIRD  
PART and

Shri / Smt. \_\_\_\_\_ the Director, ROTTO-  
SOTTO in which expressions are included unless such inclusion is inconsistent with the  
context or meaning therefore, include Director, ROTTO-SOTTO and any officers of  
ROTTTO-SOTTO authorized by the Director, ROTTO-SOTTO and shall also include their  
successors & assign/ assignee for the time being holding office, of the FOURTH PART

WHEREAS the contractors, have submitted to the [Dean (G&K)] and ROTTO-SOTTO  
tender for the execution of the work of \_\_\_\_\_

\_\_\_\_\_ and  
the terms of such contract require that the contractors shall deposit with the [Dean (G&K)]  
and ROTTO-SOTTO as contract money a sum of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_)

AND WHEREAS if and when any such tender is accepted by the [Dean (G&K)] and  
ROTTTO-SOTTO, the contract to be entered into in furtherance thereof by the contractors  
shall provide that such deposit shall remain with and be appropriated by the [Dean (G&K)]  
and ROTTO-SOTTO towards the contract deposit to be taken under the contract and be  
redeemable by the contractors, if they shall duly and faithfully carry out the terms and  
provisions of such contract and shall duly satisfy all claims properly chargeable against them  
thereunder

AND WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and concurrence of the Contractors has requested the [Dean (G&K)] and Managing Trustee, DJST to accept the undertaking of the Bank hereinafter contained in place of the contractors depositing with the [Dean (G&K)] and ROTTO-SOTTO the said sum as contract deposit as aforesaid AND WHEREAS accordingly the [Dean (G&K)] and ROTTO-SOTTO has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the Contractors (hereby testified)

UNDERTAKES WITH the [Dean (G&K)] and ROTTO-SOTTO to pay to the [Dean (G&K)] and ROTTO-SOTTO upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ under the terms of the said tender and/or the contract. The B.G. is valid upto \_\_\_\_\_ "Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. \_\_\_\_\_ only and guarantee shall remain in force upto \_\_\_\_\_ unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter."

IN WITNESS WHEREOF

WITNESS (1) \_\_\_\_\_

Name and \_\_\_\_\_

Address \_\_\_\_\_

WITNESS (2) \_\_\_\_\_

Name and \_\_\_\_\_ the duly constituted Attorney

Manager

Address \_\_\_\_\_

the Bank and the said Messers \_\_\_\_\_

\_\_\_\_\_ (Name of the Bank)

WITNESS (1) \_\_\_\_\_

Name and \_\_\_\_\_

Address \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ for Messers \_\_\_\_\_

Name and \_\_\_\_\_ (Name of the Contractor)

Address \_\_\_\_\_

\_\_\_\_\_