



TENDER REF. NO.:	P&A/MTI/CE/Tndr/19-20/04
TENDER TITLE:	E-Tender for Construction Of Swimming Pool at SCI-MTI Powai.
E-TENDER NO	<u>RFX 9000025538.</u>
DUE DATE & TIME	<u>09/07/2020, 17:00 HRS (IST)</u>
TENDER FEE (Non-Refundable)	Rs. 2500 + 18% GST i.e. Rs. 450 = Rs. 2950 /- (Rupees Two Thousand Nine Hundred Fifty only)
EARNEST MONEY DEPOSIT (EMD)	Rs. 1,54,000/- (Rs. One Lakh & Fifty Four Thousand only/-)
PRE-BID MEETING & SITE VISIT	02/07/2020 at 15:00 Hrs.
ESTIMATED COST	Rs. 154 Lakhs (Including 18% GST)

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this Tender, please visit our website <https://etender.sci.co.in> .

For Detailed Guidelines on participation in e-tender, refer “**Ready Reckoner for Bidders**” link on the website.

Bidders, who wish to participate should request for User ID and password by registering on the website.

CONTENTS	
<u>PART – I (TECHNICAL OFFER)</u>	
SECTION – I: <u>GENERAL INFORMATION</u>	PAGE: 3 to 5
SECTION – II: <u>ESSENTIAL CONDITION – ELIGIBILITY CRITERIA</u>	PAGE: 6 to 6
SECTION – III: <u>GENERAL TERMS AND CONDITIONS</u>	PAGE: 7 to 22
SECTION – IV: <u>FORM OF PARTICULARS</u>	PAGE: 23 to 25
SECTION – V: <u>SCOPE OF WORK</u>	PAGE: 26 to 26
SECTION – VI: <u>TECHNICAL TERMS & SPECIFICATIONS</u>	PAGE: 27 to 49
SECTION – VII: <u>BANK GUARANTEE FORMAT , POUR CARD, DRAFT GUARANTEE FOR REMOVAL OF DEFECTS</u>	PAGE: 50 to 52
SECTION – VIII: <u>LIST OF DOCUMENTS TO BE ATTACHED</u>	PAGE: 53 to 53
SECTION – IX: <u>INTEGRITY PACT & BANNING GUIDELINES</u>	PAGE: 54 to 62
SECTION – X: <u>FORM A , FORM B & ANNEXURE I, II. DRAWING.</u>	PAGE: 63 TO 67.
<u>PART – II (PRICE OFFER)</u>	
PRICE OFFER FORMAT FOR SUBMISSION OF QUOTATION – PRICE OFFER TO BE SUBMITTED IN “NOTES & ATTACHMENT”	PAGE: 1 to 13
<u>IMPORTANT NOTES</u>	
1.	Technical Offer Documents should be scanned and uploaded in Technical RFx folder only.
2.	Price Offer (Part – II) should be uploaded in ‘Notes & Attachment’ Tab in e-tender portal.
3.	Please ensure that the Price Offer (Part-II) is not uploaded in ‘Technical RFx folder of the tender’. The same should not be printed and uploaded with Technical offer.
4.	Size of documents being uploaded should not be greater than 30 MB in size.

PART – I

SECTION – I

E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.

GENERAL INFORMATION

- (1.0) Maritime Training Institute (MTI) located at the southern bank of the Powai Lake in North Eastern Mumbai is a Department of The Shipping Corporation of India Ltd. (SCI). MTI provides Maritime Education and Training also imparts Education on Maritime affairs. The various course participants comprise of Ships' officers – Senior, Middle, Junior Level, the Ship's Petty Officers and Crew Members. Besides this, training for all personnel from the Shore Offices is also provided.

E-tenders are invited by The Shipping Corporation of India Ltd, Maritime Training Institute (SCI-MTI) (hereinafter referred to as "Corporation") from reputed firms having experience in Construction of swimming pool.

The Bidder having relevant experience of Construction of swimming pool during last 7 years are called to participate. Bidder must have fully functional office in Mumbai Metropolitan Region (MMR). Before submitting Tender, the bidders shall inspect the site / place of work to understand the scope of work.

(2.0) **TENDER FEES (Non-Refundable)**

- a. The digitally signed tender is available only on our e-tender site i.e. <https://etender.sci.co.in> for bidders to participate. Bidders have to register themselves to participate in e-tender (they will receive system generated user id and password for log-in to the e-tender portal). Bidders can upload their response against the tender; the response is also to be digitally signed by individual bidder and will get saved in encrypted format in the system. All the bidders who upload their response will be getting intimation over e mail about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.
- b. Detailed Tender Notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online. Tender fees in the form of electronic remittance of **Rs. 2500 /- + 18 % GST i.e. Rs. 450 = Rs. 2950/- (Total Rupees Two Thousand Nine Hundred Fifty only)** to the Corporation's Bank Account (details mentioned at **Clause 8.0 of section III**) should be paid towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.

- (3.0) Tender quotations should be strictly on the basis of "ALL INCLUSIVE RATES" in respect of items indicated in the tender form excluding GST. However, percentage of GST applicable should be shown clearly by the bidder, wherever applicable.

- (4.0) (a) **DUE DATE:** Bidder to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 09/07/2020**. Bidder to submit their responses before the submission deadline, and should not wait for last minute as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.

- (b) Only online e-tenders will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted. Cost of tender document and EMD to be deposited through electronic remittance to the Corporation's Bank Account (details mentioned at **Clause 8.0 of section III**)

& Copy of Bank Swift / UTR No. Payment should be uploaded with Technical Offer only. OR Cost of tender document and EMD can be submitted in the form of Demand Draft/ Bank Guarantee which should be submitted in tender box kept in office of Principal (MTI) before due date.

(c) A pre-bid meeting & site visit has been arranged on **02/07/2020, 1500hrs** at “Maritime Training Institute 52-C, Adi Shankaracharya Marg Near Powai Lake, Powai , Mumbai 400 072 The Corporation however, reserves the right to accept/reject suggestion(s), if any received in the meeting. In case, bidder wish to raised any query in respect of this project, may do so, 2 days in advance by sending email on below mentioned email ID, prior to pre-bid meeting date.

Mr. Lokesh M. Borade (lokesh.borade@sci.co.in)

(5.0) BROAD INSTRUCTIONS FOR FILLING/SUBMITTING THE TENDER ON THE PORTAL:

The bidder is required to submit the Tender Form in accordance with the instructions given below.

(5.1) The Tender Forms for the subject tender (RFx **9000025538**) has to be submitted in two parts:

(i) Part I (Technical Offer) includes (available in Technical RFx>Folder>Public>Technical Docs)

SECTION – I:	<u>GENERAL INFORMATION</u>
SECTION – II:	<u>ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)</u>
SECTION – III:	<u>GENERAL TERMS AND CONDITIONS</u>
SECTION – IV:	<u>FORM OF PARTICULARS</u>
SECTION – V:	<u>SCOPE OF WORK</u>
SECTION – VI:	<u>TECHNICAL SPECIFICATIONS</u>
SECTION – VII:	<u>BANK GUARANTEE FORMAT</u>
SECTION – VIII:	<u>LIST OF DOCUMENTS TO BE ATTACHED</u>
SECTION – IX:	<u>INTEGRITY PACT & BANNING GUIDELINES</u>
SECTION – X:	<u>FORM A , FORM B & ANNEXURE I, II. DRAWING.</u>

Bidder should ensure before scanning and uploading that all the pages of the tender document and attachments are serially numbered, signed and stamped and total number of pages indicated in the covering letter. Also, size of each file being uploaded on the portal should be less than 30MB each.

(ii) Part – II (Price Offer) includes – (available in “Notes & Attachments” tab in the form of Excel Sheet) – for submission of quotations.

(5.2) Bidders are requested to submit the tender documents as follows:

(a) “Technical Offer” consisting of Part – I, Section (I), (II), (III), (IV), (V), (VI), (VII), (VIII), (IX), & (X) are available in “Technical RFx>Folder>Public>Technical Docs” on the Portal. Bidders are requested to download the “Technical Offer” (Part I) and save the files on their computer. Fill in all details / information required and print them. These print outs shall then be duly filled, signed and stamped on each page. All documents, certificates, authorization letters as required in the tender shall also be scanned after affixing sign and seal on each page. Size of each file being uploaded on the portal should be less than 30MB each. Thereafter, all these documents shall be digitally signed and uploaded / saved on the portal one by one after affixing digital signatures.

Technical offer (Part I) along with all required documents shall be uploaded in “Technical RFx” folder of the tender on the Portal.

b) “Price Offer” consisting of Part – II is available under “Notes & Attachments” Tab. First the bidders should download this price offer document uploaded by SCI. This file is in excel format and contains editable cells. Bidders should make their submissions (i.e. rates / brands

etc.) only in respective editable cells. No other change shall be done in this provided format. This file thereafter shall be saved (only in excel format). This file then shall be digitally signed and uploaded / saved (only in provided excel format) on the portal in the RFX response as attachment. Kindly note this file shall not be scanned and uploaded.

Bidder shall ensure that "Price Offer" (Part II) is not uploaded in "Technical RFX" folder of the tender on the Portal

- c) For detailed guidelines, kindly refer "Ready Reckoner for Bidders" available on e-tender website.

- (5.3) Tender documents, downloaded from the SCI website or Government website, shall be downloaded in toto, repeat in toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the bidder will be debarred from participating in future tenders of the Corporation.

(6.0) **ASSESSMENT OF TENDER**

The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising the "Technical Offer". On the basis of such technical information, the Corporation will assess the capability of the Bidder to undertake the contract and, if found unsuitable shall reject the tender, in which case their "Price Offer" will not be opened. Decision of the Corporation in this regard shall be final and binding. **Please note that all the information required in the "Form of Particulars" should be properly filled and all documents of the Technical Offer - Part I, must be uploaded with the tender.**

- (7.0) Once a tender is accepted on technical grounds, the selection among such technically qualified bidders would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all/ any of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.

- (8.0) **The Bidders are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.**

- (9.0) **Designation and contact details of persons for this tender are:**

CM – (Admin-MTI),
The Shipping Corporation of India Ltd.
Maritime Training Institute, (Sagar Gyan Building),
52-C, Adi Shankaracharya Marg, Post Saki Naka,
Powai, Mumbai-400 072.
Phone No.: 022-35116027
Phone No.022-35116023 / 7506257892
Email: dk.dehury@sci.co.in/ lokesh.borade@sci.co.in

- (10.0) **PMC-Project Management Consultant:**

SCI appointed M/s **The Design studio** as PMC for this project. PMC shall be responsible for liaisoning, approvals, quality control, scheduling, billing etc.

Address: M/s **The Design studio**
H-702 HJK Lokdarshan , Military Road,
Marol , Andheri (E) 400059
Contact Person: Pushpak Dhole (Architect)

- (11.0) Micro and Small Enterprises (MSEs) registered with authorities specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.

PART – I

SECTION – II

**E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.
ESSENTIAL CONDITION –ELIGIBILITY CRITERIA**

1.0 Pre-Qualification Criteria. :-

- a) Average Annual financial turnover during the **last 3 years**, ending 31st March of the previous financial year (FY 2018-19), should be at **least 50 Lakhs**. (Financial year means F.Y. from 1st April to 31st March)
- b) Experience of having successfully completed similar works during **last 7 years** ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
 - or**
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
 - or**
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Works executed for Central/State Government Department / Central/State Autonomous Body / Central/State Public Sector Undertaking / Private Firm will only be considered.

Similar work shall mean: Construction of swimming pools and aligned infrastructure, supply, erection and commissioning of electro-mechanical equipment's etc only.

Work Order & Completion certificate issued by Competent Authority will only be considered as credential. If the Completion certificate issued by Competent Authority does not reflect the type of work, then Final bill / Schedule of Quantity of the qualifying works also to be attached along with the Completion certificates.

- c) The bidder must have fully functional office in Mumbai Metropolitan Region (MMR).
- d) Latest Bank solvency certificate of **Rs. 50 Lakhs** from Nationalized bank only issued in current financial year shall be provided for pre-qualification along with Bank Confirmation letter.
- E) The party must ensure & exhibit complete compliance with 'check list for documents to be essentially furnished with technical bid for technical qualification', as given at Page No. 53 of this tender document.

IMPORTANT:

- (a) It is mandatory to furnish relevant documents, proof for the requirements mentioned above.
- (b) Eligibility criteria shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.

PART – I

SECTION – III

E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.

GENERAL TERMS AND CONDITIONS

- (1.0) The e- tender should be uploaded before submission date mentioned in the portal, i.e. not later than **1700 hours (IST) on 09/07/2020.**

Detailed Tender Notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online (<https://etender.sci.co.in>)

Only online tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. However, cost of tender document and EMD in the form of Demand Draft should be sent by post super-scribing the envelope with tender name and tender number before the due date and time as per the tender notice in the portal.

(2.0) **AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

The Corporation, at its discretion, may extend the due date for submission of bids but bidder's first submission of tender shall be the final proposal.

Bidder shall neither be allowed to change or modify the submitted bidding documents by any amendments nor be allowed to submit more than one tender during the validity of the tender due date including extensions period of tender due date.

(3.0) **TIME FOR COMPLETION OF WORK**

Total works has to be completed within **Six (06) months** from the date of handing over of the site.

(4.0) **LIQUIDATED DAMAGES :-**

Contractor shall pay liquidated damages of **1 % per week** subject to a maximum of **5% of value of work order** in case of delays beyond the accepted date of completion solely attributed to contractor.

(5.0) **RATES**

- 5.1 The Tenderer are required to quote item wise ALL INCLUSIVE BASE RATES as per the Part-II (Price Offer) format. All base rates will be treated as firm and no escalation in rates will be allowed for any reason, whatsoever, including extended period of project completion, if any.
- 5.2 Offer should be for FREE DELIVERY of material at SCI-MTI, Powai, Mumbai as well as for Workmanship in totality, as per scope of this tender document. "All inclusive Base Rates" should be inclusive of delivery charges, handling charges, consumables, transit insurance, labour & other incidental charges (if any), excluding GST in respect of items indicated in the tender form

- 5.3 The component of item wise GST (alongwith SAC Code) should be clearly mentioned by the bidder in the Price Offer as per the format.
- 5.4 Tenderer are requested to indicate their best rates together with maximum discount in the very first instance since further negotiations after opening of price offers is entirely at the discretion of the Corporation and may or may not take place.
- 5.5 Tenderer are advised to exercise greatest care in entering the rates. No excuse for mistakes or requests for correction of rates will be entertained.

NOTE: Rates should be filled in at “Notes & Attachment” of subject tender (RFx: 9000025538) only and should not be mentioned anywhere in technical offer. Rates should be quoted strictly as per service details mentioned in the Price Offer – Part II.

(6.0) DATE OF COMMENCEMENT:-

The date of commencement of work shall be decided by SCI-MTI after issue of work order to contractor and receipt of Security deposit.

(7.0) EARNEST MONEY DEPOSIT:-

Earnest Money Deposit (EMD) Amount : Rs. 1,54,000/-

The bid should be accompanied with EMD either through electronic fund transfer or in the form of Demand Draft drawn in favour of “**The Shipping Corporation of India Ltd.**”, payable at **Mumbai** or by way of Bank guarantee from a scheduled bank and should be valid for nine months from the due date of the tender.

- i. EMD may be paid through electronic fund transfer to the Corporation's Bank Account mentioned at **sr. no. 8.0** below before due date and time. **Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer.**
- ii. EMD, prescribed above, may be paid through a Crossed Demand Draft drawn in favour of “The Shipping Corporation of India Ltd.”, payable at Mumbai from a scheduled commercial bank.
- iii. EMD, prescribed above, may also be furnished by the bidder by way of Bank Guarantee valid for nine months from due date of tender, in the prescribed format. (attached Part I - section VII).

EMD (in the form of DD or Bank Guarantee) should arrive in the office of Principal (MTI) before Due date & time.

E-Tenders for which EMD along with tender fee is not received by due date and time will be liable to be rejected. Bidders are also required to upload the scanned copy of Tender Fee and EMD (payment receipt for electronic transfer / DD / BG) to the respective folder of the bid submission. The details of EMD should also be indicated in the Part I (Section VII).

Furnished EMD is refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.

IMP. : Tenders received without Tender Fee and Earnest Money Deposit are liable to be rejected.

Electronics remittance for Tender Fee/ Earnest Money Deposit/ Security Deposit / Performance Guarantee is to be made in the account details mentioned at sr. no. 8.0 below.

TENDERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT ARE LIABLE TO BE REJECTED.

(8.0) SCI, Mumbai Bank Account Details-

The bank details of the Corporation's account for electronic remittance is as follows:-

Name of Account : M/s. THE SHIPPING CORPORATION OF IND LTD
MTI Account Number: 50200009094718.
RTGS/NEFT IFSC : HDFC0000060
MICR: 400240015.

Electronics remittance for Tender Fee/ Earnest Money Deposit/ Security Deposit / Performance Guarantee is to be made in the account details mentioned above.

(9.0) FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit submitted with the tender shall stand forfeited in the event:-

- (9.1) The Bidder withdraws his offer any time before the tender is finally considered/ decided upon.
- (9.2) The Bidder increases the quoted prices during the validity of the tender /extension granted on the validity.
- (9.3) The bidder seeks amendment of tender terms, or the price offer submitted after submission of tender
- (9.4) The Bidder fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Guarantee on award of the contract.
- (9.5) The Earnest Money Deposit shall be forfeited for submitting the tender without filling the details in and/or not signing the 'Integrity Pact'. If the bidder has been disqualified from the tender processing prior to award of the contract according to the provisions under Integrity Pact, SCI shall be entitled to impound the EMD along with penal amounts imposed as per the provisions of Integrity Pact.

The decision of the corporation on this issue will be final and binding on the tenderer / bidder.

(10.0) DISQUALIFICATION

The tender is liable to be disqualified if:

- (10.1) Not submitted in accordance with terms and conditions of the Tender.
- (10.2) Not fulfilling the essential / eligibility criteria.
- (10.3) During validity of the quotation period or its extended period, if any, the bidder increases his quoted prices.
- (10.4) Not accompanied by Tender Fee and / or Earnest Money Deposit.
- (10.5) The bidder qualifies the Tender with his own conditions.
- (10.6) Received in incomplete form including Part II - Price Offer.
- (10.7) Received after due date and time.
- (10.8) Information submitted in Technical Offer is found to be incorrect or false or inconsistent at any time during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- (10.9) Successful bidder qualifies the letter of acceptance of the contract with his conditions.

- (10.10) Multiple tenders being submitted by one bidder or if common interests are found in two or more bidders, all the bidders are liable to be disqualified.
- (10.11) While processing the tender documents, if it comes to the knowledge of the Corporation that some of the bidders have formed a cartel resulting in delay / holding up the processing of tender, the bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- (10.12) The bidder submits an incomplete Integrity Pact Document (including Banning Guidelines) or the Integrity Pact document (including Banning Guidelines) is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the Company.
- (10.13) The bidder is found to be financially unsound i.e. not having positive net worth on the basis of the audited Balance Sheet / P&L A/C for FY 2018-19 submitted with the tender.
- (10.14) Canvassing in any form shall lead to disqualification.

(11.0) MEASUREMENT & BILLING

- (11.1) The measurement of completed works shall be taken jointly by qualified representative of contractor, Architect/PMC & SCI/MTI from time to time as mutually agreed. Contractor shall send his technically qualified representative for assisting the SCI/MTI & Architect/PMC or their representative for measurements and shall furnish all particulars required to complete measurements.
- (11.2) Contractor shall maintain a measurement book at site. All joint measurements taken shall be entered in the measurement book section wise and signed by all present for joint measurement. R.A. bills and final bill shall be prepared in standard format only as provided in Part II. Copies of the required measurement sheets shall be attached to the bills.
- (11.3) The Contractor shall submit their original invoice, complete in all respect, to the Centralized Bills Receipt Cell (CBRC) of the Corporation, Mumbai
- (11.4) The contractor while submitting invoices shall necessarily mention the item description/ code number as well as the serial number mentioned against the item in the attached schedule herewith failing which the bills are liable to be rejected.
- (11.5) Payments of RA (Running Account) bills will be made within **30 days** from date of submission of bill. Final bill Payments will be made within **120 days** from date of submission of bills, complete in all respects.
- (11.6) Any dispute regarding payment must be raised within **90 (ninety)** days from the date of settlement of the final bills, failing which same will not be entertained.

(12.0) EVALUATION

The evaluation of Bids shall be done as below;

- (12.1) Once a tender is accepted on technical grounds, then selection among such technically qualified Tenderer would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all/ any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- (12.2) The Tenderer may take note that the award of contract would be on overall financial implication basis and the decision of the Corporation for award of contract will be final and binding on the Tenderer/s.

Conditional discounts will not be taken into account for the financial evaluation.

- (12.3) The tenderer must quote for all the items specified in Part-II (Price Offer)
- (12.4) The estimated item wise requirement (Quantity) will be multiplied by the corresponding all inclusive RATE (for base unit of measurement as per price offer format) quoted by each Tenderer and the result will be totaled to arrive at the overall financial implication. This overall implication would be used to decide order of competitiveness. GST shall not be considered while working out the financial implication.
- (12.5) To assist in the examination, evaluation and comparison of the Technical and Price Bids, the Corporation may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted.
- (12.6) Provided that a bid is substantially responsive, the Corporation may waive any nonconformities in the Bid that does not constitute a material deviation, reservation or omission. If a Bidder does not provide sought clarification of its Bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.

(13.0) RISK PURCHASE CLAUSE

If any time during the currency of the contract we find that –

- (13.1) Supplies/ services are not provided in time or short supplies have been effected,
and/or)
- (13.2) The tenderer's services are found unsatisfactory,
and/or)
- (13.3) Supplies/ services do not conform to the quality/ specifications indicated in the contract/ Order,
and/ or)
- (13.4) the quality/ utility of the items supplied is found to deteriorate abnormally,

Then in that event the Corporation will be at liberty to obtain the material / services covered under this contract from alternative source(s) at tenderer(s)'s risk and cost including invoking/ resorting to apply any other Clause of this tender Document.

(14.0) PENALTY CLAUSE

The Corporation has the right to take the following actions against the contractor, without prejudice to any of its rights, including the right to claim damages, if in case contractor is:

(14.1) Involved in wrongful billing:

- (i) To issue a warning letter for the first contravention and recover the excess amount billed.
- (ii) On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- (iii) On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit Amount.

(14.2) Not rendering service as per the provision of the contract:

- (i) For the first contravention, depending on the gravity of the contravention/ offence, a warning letter will be issued.

- (ii) For the second contravention, a monetary penalty will be imposed equal to 1% of contract value. This is to be paid by way of a bank draft for the said amount, drawn in favour of “The Shipping Corporation of India”, payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the contractor/ Security Deposit/ Performance Guarantee submitted by the contractor.
- (iii) For the third contravention, the contract would be terminated and Security Deposit would be forfeited.

(15.0) TERMINATION

The Corporation reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

- (15.1) If the bidder is adjudicated insolvent by a Competent Court or files for insolvency or the contractor, being a company, is ordered to be wound up by a Competent Court.
- (15.2) Bidder commits any material breach of the terms of this contract/tender or any other contract with the Corporation.
- (15.3) If any charge sheet is filed by a competent authority of the Government against the Bidder or company, or the Bidder is convicted by a criminal court on grounds of moral turpitude.
- (15.4) The bidder is involved in wrongful billing. In addition wrongful billing shall also result in the bidder being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines.
- (15.5) In the event unsatisfactory service or failure on the part of the bidder, at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, Corporation has the right to forthwith terminate the contract.
- (15.6) Corporation is entitled to terminate the contract for not adhering to the provisions of the Integrity Pact.
- (15.7) Information submitted in Technical Offer found false during the period of the contract including extension period or any alteration made in the tender document found during the period of contract including extension period.

The decision of the Corporation in terminating the contract will be final and binding on the bidder.

- (16.0) It is clearly understood by the bidder that if a charge sheet is filed by any competent authority of the Government against the bidder / its Directors, the bidder is obliged to notify the Corporation within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.

- (17.0) If there is a change in the constitution of the bidder's firm / company arising out of:

- I. merging with some other company or
- II. collaboration with some other company or
- III. for any other reason

or, if any changes take place in the proprietorship or partnership of the bidder's firm, the Corporation should be intimated immediately of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario.

Whatever be the reason of changes, the subject contract would be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein. The change will be subject to SCI management approval, after examining the legal / contractual aspects and all papers / documents that the bidder may be required to produce in that connection.

(18.0) EXIT CLAUSE

The CORPORATION at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving **THIRTY (30)** days notice to the contractor.

(19.0) SECURITY DEPOSIT

- (19.1) The successful bidder will have to deposit a Security Deposit which will be equivalent to **5% of the value of the contract**, in the form of Bank Guarantee, of any Nationalised Bank which should be valid for the full period of the contract including the extension period, if any, towards satisfactory performance of the contract.
- (19.2) In case of termination of the contract for any reason as per Clause Nos. 15.0 the Security Deposit shall stand forfeited, either wholly or partly and the bidder (s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- (19.3) In the event the bidder (s) gives up the work before expiry of the contract including extension periods if opted by the Corporation, or is unable to perform the work under this contract for whatever reason, the Security Deposit shall stand forfeited/ invoked.
- (19.4) No interest shall be payable on the Security Deposit.
- (19.5) The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- (19.6) The Security Deposit paid by the bidder towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after expiry of **defect liability period**.

(20.0) VALIDITY

- (20.1) The rates given in tender should be valid for acceptance by the Corporation up to **SIX MONTHS** from the due date. In case processing/ acceptance of the tender takes more than six months, the bidder who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of **SIX MONTHS** withdrawing his Price Offer, else the rate will hold valid till the tender finalisation.
- (20.2) In case the Bidder increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

(21.0) SECURITY CLAUSE

- (21.1) While evaluating tenders regard would be paid to national defence and security consideration.
- (21.2) The bidder will be responsible to the Corporation for ensuring that men, material and stores being placed by them do not pose a threat to safety and security of property & employees of the Corporation.

(22.0) DEFECT LIABILITY PERIOD:

Any defects, faults, deterioration in performance of the material and installations which may appear, during the 'Defect Liability Period' of **12 months from virtual completion of work** shall be amended/made good by the contractor at his own cost within a reasonable

time. In case of default, SCI/MTI may employ and pay other person to make good the defects and deduct the expenses from the dues payable to contractor on certification from engineer. The defect liability period unless otherwise specifically agreed shall be twelve months.

(23.0) EMPLOYMENT OF WORKERS

It has to be clearly understood by the bidder/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the bidder/s to perform the contract if awarded, shall be the employees of the bidder/s and the bidder/s alone shall be liable to pay the wages and all other payments as may be due to the workers and the Corporation shall in no way be liable for the same. The bidder/s shall also comply with all the provisions under the laws of the land pertaining to his/ their workers and their employment for the purpose of performing the contract if so awarded against this tender and the bidder/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.

(24.0) WAIVER

It shall always be open to the Corporation by written communication to the Contractor to waive in whole or part any right or the enforcement of any right or remedy which the Corporation may have against the Contractor or of any obligations which the Contractor may have hereunder, provided always that:

- (i) No waiver shall be presumed or inferred unless made in a written communication addressed by the Corporation to the Contractor and specifically communicated as a Waiver;
- (ii) No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the to insist upon the strict adherence of the attendant obligations of the Contractor and/or the future enforcement of the right by the Corporation in respect of the same and/or any other dependent obligation

(25.0) LAW OF LAND

The bidders shall abide by and comply with all local, national as well as international laws in connection with supplies under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the bidder.

(26.0) OFFICIAL SECRETS, DRAWINGS AND PHOTOGRAPHS OF WORKS:

The Contract involves an obligation of secrecy and the commission by the Contractor, of any offence under the Indian Official Secret Act 1923 or any statutory modifications or re-enactments thereof will apart from being a criminal offence constitute a breach of the Contract.

The Contractor shall not disclose the detail of drawings furnished to him and of Works on which he is engaged without the approval of SCI. No photographs of the Works or any part thereon or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees without the approval of SCI and no such photographs shall be published, or otherwise circulated without the approval of SCI.

(27.0) BIDDER TO INFORM HIMSELF FULLY

The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. If the bidder has any doubt about the meaning of any portion of the tender specification or finds discrepancies or the omissions in the specifications or if the tender documents are found to be incomplete or required clarification on any of the

technical aspects, scope of work etc, he shall at once contact CM – (Admin-MTI) before submission of the tender.

Bidders are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implication thereof.

(28.0) INDEMNITY

The Contractor shall defend, indemnify and hold the Corporation harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Contractor /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Contractor or by third party.

The Contractor shall also indemnify the Corporation and every member, officer and employee of the Corporation against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure by the Contractor in the performance of his obligations under this contract.

(29.0) FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term “Force Majeure” as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Corporation and the Contractor, directly effecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and/or labour of the Contractor.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

(30.0) DISPUTE RESOLUTION

In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the Corporation shall be final and binding.

(31.0) JURISDICTION

This agreement including all matters connected with this tender/ contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Mumbai.

(32.0) ARBITRATION

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the Corporation.

The venue of the said Arbitration shall be at **Mumbai**.

And the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

(33.0) CONCILIATION

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee (“OEC”) to be constituted by CMD, SCI as provided hereunder:

- (33.1) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- (33.2) CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
- (33.3) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- (33.4) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- (33.5) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- (33.6) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- (33.7) The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- (33.8) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC;

The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

- (33.9) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- (33.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- (33.11) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- (33.12) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

(34.0) INTEGRITY PACT AND BANNING GUIDELINES:

The bidder shall submit the tender along with the “Integrity Pact” and Banning Guidelines, issued along with the tender document (Part I (IX)), duly signed on all pages and details filled in properly. All pages of the Integrity Pact (including Banning Guidelines) shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Integrity Pact (including Banning Guidelines) shall be unconditional and the bidder must not change any contents of the Integrity Pact (including Banning Guidelines). The signed Integrity Pact (including Banning Guidelines) should be enclosed with the Technical Offer of the tender only.

Tenders received without the signed Integrity Pact (including Banning Guidelines) and/or without details filled in, shall be rejected.

Two Independent External Monitors (IEM) have been appointed to oversee the implementation of the Integrity Pact. The name and contact details of IEMs are as follows:

- 1) Dr. Sarat Kumar Acharya. E-mail: sarat777@rediffmail.com
- 2) Shri Vishnu Agarwal. E-mail: agrawal.vishnu@gmail.com

(35.0) GOOD AND SERVICE TAX CLAUSE

(35.1) Registration & GST Rate

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

(35.2) Invoicing & Payment

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - (i) SCI GSTIN as below
MUMBAI Maharashtra 27AAACT1524F1ZQ

KOLKATA	West Bengal	19AAACT1524F1ZN
CHENNAI	Tamil Nadu	33AAACT1524F1ZX
DELHI	Delhi	07AAACT1524F1ZS

- ii. HSN Code or Service Accounting Code for supply of goods or services.
- iii. Name & address of supplier
- iv. GSTIN of Supplier
- v. Consecutive Serial Number & date of issue
- vi. Description of goods or services
- vii. Total value of supply
- viii. Taxable value of supply
- ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- x. Amount of Tax charged
- xi. Place of supply
- xii. Address of delivery if different from place of supply
- xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to CORPORATION.
 - iv. Submission of proof of payment of GST to CORPORATION.
 - v. Availment of Input Tax Credit by CORPORATION.

(35.3) Input Tax Credit

- a) In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on CORPORATION.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then CORPORATION will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

(35.4) Penalty for Non-compliance of GST Act

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

(35.5) Other Provision

- a) Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

b) The agency should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).

c) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

d) The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

(36.0) CERTIFICATION AND PAYMENTS :-

The contractor shall be paid by SCI/MTI from time to time under interim measurements certified by Engineer in-charge on account of work executed in accordance with contract and to satisfaction of Engineer in-charge with **DEDUCTION OF 5 % retention** till the work is completely executed. On virtual completion of the works, contractor shall be paid final installments but retaining **5% over a period** known as **‘Defect Liability Period’ (12 Months) as performance guarantee**. The final balance shall be payable to the contractor after expiry of 'Defect Liability Period' and after such certificate is issued by Engineer in-charge. shall have power to withhold payment against work or part thereof not carried out to Engineer in-charge satisfaction. Please note, the amount of 5% Retention is in addition to 5% “Security deposit”.

A. RUNNING ACCOUNT BILLS (INTERIM PAYMENTS) :- No part payment will be made for the works amounting less than **Rs. 25 lakhs**. However the request for part payment for the works amounting more than **Rs. 25 lakhs** may be considered based upon actual quantities executed at site for finished items. The decision of SCI in this regard will be final & binding on contractor. Payments of RA bills will be made within **30 days** from date of submission of bills, complete in all respects.

B. Final Completion Certificate

On successful completion of entire works covered by the Contract to the full satisfaction of Engineer In-charge, the Contractor shall ensure that the following works have been completed to the satisfaction of Architect / Engineer.

- a. Clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment & machinery.
- b. Demolish, dismantle and remove all Contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the SCI/MTI and not incorporated in the permanent works.
- c. Remove all rubbish, debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Architect / Engineer.
- d. Shall put the SCI/MTI in undisputed custody and possession of the site and all land allotted by the SCI/MTI to the Contractor.
- e. All defects / imperfections have been attended & rectified to full satisfaction of the Architect / Engineer during the Defect Liability Period.

Unless the Contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

Upon the satisfactory fulfillment by Contractor as stated above, the Contractor shall be entitled to apply to the Architect / Engineer for a Final Completion Certificate in respect of the entire work.

If the Architect / Engineer is satisfied of the completion of the work relative to which the Completion Certificate has been sought, the Architect / Engineer shall within 14 [fourteen] days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied.

This issuance of a Completion Certificate shall be without prejudice to the Employer's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the Defect

Liability Period nor shall the issuance of a Completion Certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the Contractor in respect of work or the works at the site and in respect of which the Final Completion Certificate has been issued.

C. Final Bill

- a. The Contractor shall submit final bill against commissioning and handing over including statutory approvals (if applicable) for the entire installation **within 120 days** from the date of virtual completion certificate with all relevant information and details.
- b. On submission of the final bill PMC/Architect shall issue a certificate of payment against the final bill to the Employer who shall thereupon, within 120 days from the date of receipt of the certificate, shall release the balance, payment to the contractor after affecting all recoveries, including advances and payments against interim certificates.
- c. The Architect / Engineer shall have power to withhold Certification if the works or any parts thereof are not being carried out to his satisfaction.
- d. The Architect / Engineer may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

***Virtual completion means:** - “Works” have been completed in every respect in conformity with the Contract Documents and are ready and fit for occupation and commissioning. In this regards decision of SCI shall be final and binding on contractor.

(37.0) EXTENTION OF TIME :

If in the opinion of Corporation / PMC the work is delayed (a) by force majeure (b) by reasons beyond control of contractor, extension of time for carrying out the works can be sanctioned by Corporation / PMC on written request from contractor with due reasoning / supporting.

(38.0) HINDERANCE REGISTER: Contractor shall maintain site Hindrance Register in the format as prescribed by CPWD/CTE for recording all the Hindrances Occurring during the progress of work. Hindrance related to work stoppages, clear site not handed over for work, payment delay etc mutually agreed upon by SCI, Contractor, Consultant shall be recorded which shall be and signed by all the three parties i.e SCI Engineer, Consultant, Contractor. All necessary references related/ documents etc for each hindrance shall enclosure to the Hindrance Register.

(39.0) INSURANCE POLICIES:

39.1 INSURANCE OF WORKS:

CONTRACTOR ALL RISK INSURANCE POLICY

Without limiting his obligations and responsibilities under this tender hereof the Contractor shall insure in the joint names of SCI and the Contractor against all loss or damage from whatsoever cause arising for which damage Contractor is responsible under the terms of Contract and in such manner that SCI and the Contractor are covered during the period of contract and are also covered during the Defect Liability period for loss or damage arising from a cause occurring prior to the expiry of Defect Liability period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Defect Liability Period hereof,

- a) the Works and the temporary Works to the full value of such works executed from time to time and
- b) the materials, constructional plant and other things brought on to the site by the Contractor to the full value of such materials, constructional plant and other things.

The insurance policy shall be submitted to SCI prior commencement of the work along with the receipt for payment of the current premium.

39.2 THIRD PARTY INSURANCE POLICY:

Before commencing the execution of the Works the Contractor shall insure in the joint names of SCI & the Contractor against any damage, loss or injury which may occur to any property or persons inter-alia including any property of SCI and any employee of SCI by or arising out of the execution of the Works or temporary Works or in carrying out of the Contract.

Third party Insurance policy shall be for an amount of Rupees Ten lakhs (₹ 10 lakhs) in any one incident and to be recouped after every incident till completion of the entire work.

The insurance policy shall be submitted to SCI prior commencement of the work along with the receipt for payment of the current premium.

39.3 WORKMEN COMPENSATION POLICY:

The Contractor shall indemnify and keep indemnified SCI against all damages or compensation payable at Law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any Sub-Contractor and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and SCI shall be at liberty to deduct or adjust from the Contractor's bills any amount that SCI may be called upon to pay toward claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

The insurance shall be valid for the contract period for all persons employed by the Contractor and the insurance policy shall be submitted to SCI prior commencement of the work along with the receipt for payment of the current premium.

39.4 REMEDY ON CONTRACTOR'S FAILURE TO INSURE:

If the Contractor shall fail to effect and keep in force the insurance referred to above the contract will be liable to be terminated and the Contractor will be responsible to SCI for the damage thereby incurred by him.

(40.0) SAFETY REGULATIONS

1. Readily accessible first aid kit including adequate sterilized cotton and dressing shall be provided.
2. Any injured person shall be taken to nearest public Hospital without delay.
3. All workmen working at heights shall be provided with safety belts.
4. Portable ladders shall be of heights less than 8 meters. In case of ladders additional man shall be provided for holding the ladders.
5. Workers engaged in welding and related works shall be provided with protective eye shields and gloves.
6. All the electrical connections taken for work purpose shall have earthing wires provided for equipment earthings.
7. Open / temporary jointing of the cables shall be avoided and all connections shall be taken through proper sockets and plug tops, insulated joints and switches etc.
8. Live wires shall not be laid on ground / road or taken on surface without protective cover.
9. Protective switchgear shall also be used for all temporary works.

(41.0) Penal Action:- In case (i) performance of the supplier/ contractor is not satisfactory or (ii) supplier is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the supplier/ vendors/ contractor is under suspicion or if there is any action by the supplier/ contractor which may result in damage to the brand image and/ or result into commercial loss to SCI, SCI may consider suspension of business dealings with such supplier/ contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ contractor, same will be initiated by the Corporation or suspension revoked, as the case may be

(42.0) DEFINITIONS

- A. The terms “**CORPORATION**” or “**SCI**” wherever used shall mean “The Shipping Corporation of India Ltd.”
- B. The term “**BIDDER**” shall mean and include the person, firm or a body corporate which is submitting its tender.
- C. The term “**CONTRACTOR**” shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.
- D. The term “**PMC/ Architect**” shall means Project Management Consultant **M/s. Design Studio**, H-702 HJK Lokdarshan , Military Road, Marol , Andheri (E) 400059 , in the event of his/their ceasing to be the Project Management Consultant for the purpose of this contract such other person/s the SCI shall nominate for the purpose
- E. The Term “**Engineer-In-Charge**” shall means Civil Engineer of SCI.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

(Signature of the Bidder with Rubber Stamp of the Firm)

Place:

Date:

.....

N.B. - Please return this form and the Form of Particulars duly signed and stamped on each page.

PART – I

SECTION – IV

E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.

FORM OF PARTICULARS

1)	a)	Name of the Company:	
	b)	Full Postal Address of the Company:	
	c)	Fax Numbers:	
	d)	Telephone Numbers:	
	e)	Mobile Numbers:	
	f)	Email Address:	
2)		Date & Year of Establishment of Bidder's Business	
3)		Pease indicate whether your firm is <u>Proprietorship</u> or <u>Partnership</u> or <u>Private Limited Company</u> [<i>Kindly attached with tender Partnership Deed / Article of Association and Memorandum of Association</i>] [Please also attach copy of Audited Balance Sheet for last three financial years]	
4)		Please attach Organization Chart of your Organization:	
5)		Please indicate name (s) of Proprietors / Partners / Directors and their other business, if any:	
6)		Is your company is registered under Udyog Adhhar, Municipal Act and/or Shops and Establishment Act (If no, state reason) Please attach copy of registration certificate. (If no state reason).	
7)	a)	Do you employ contract employees? (If yes, state the number of such employees)	
	b)	Whether your company is Registered with Labour Commissioner's Office (Central/ State). Are you holding a valid licence issued by Labour Commissioner? Please attach photocopy of the same. (If no state reason).	
	c)	Whether your firm has offices branches, Yes/ NO	
8)		Tender Document fees of Rs. 2950/- Non-refundable (Indicate DD No. / Swift copy / UTR No. & date).	

9)		EMD for Rs.1,54,000/- -(Indicate DD No. / Swift copy / UTR No. & date & Date) or bank Guarantee from nationalized bank.	
11)		Provide PAN Number: (Please attach copy)	
12)		Provide GST Registration No. (Please attach copy)	
13)		Provide MSME certificate (Udyog Aadhaar) (Please attach copy)	UAN No.:_____ (If applicable)
14)	a)	Details of Experience (Please attach copies of Work Order & Work Completion Certificate)	
15)	a)	Bidder's Audited Annual Accounts i.e. Balance Sheet, Profit and Loss Account and Auditor's Report for the last three consecutive years, duly certified (To be attached).	
	b)	If required, the financial documents of the bidders Parent / Associate Company may also be called for.	
16)		Whether any Govt./PSU/PSB/SCI has banned and/or blacklisted and/or taken any punitive action against your firm during period of past five years considered from tender due date.? If yes, state details/reason.	
17)		Whether your firm has been disqualified by the SCI at any time in the past for any contract, if yes, state reasons.	
18)		Bidder to state whether any member of their company has any relation employed in the Corporation. If yes, give full details.	
19)	a)	Whether the bidder employs in any capacity administrative or advisory, ex-officer of the Corporation, who has retired from the corporation as DGM or higher level in preceding two years as on the bid closing date	
	b)	If the answer to (a) is affirmative. The name & designation of that officer in the company, his designation at the time of retirement in SCI and his date of retirement from SCI to be furnished.	
	c)	Also the role and responsibilities of that officer especially with regard to this contract .	

20)		Any other information considered necessary but not included above.	
-----	--	--	--

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting at any point of time, I am aware that I may be held liable for disqualification / termination.

N.B :- Please upload this form along with General Terms & Conditions, and stamped on each page. We confirm that we have answered all the above points and attached the documentary evidence, wherever required.

A separate sheet has been attached in respect of points where the space provided is inadequate.

Date: _____

Place: _____

(Signature of Bidder)

Full Name: _____

Designation: _____

Rubber Stamp:

PART – I

SECTION – V

E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.

SCOPE OF WORK

1. Construction of Mini-Olympic size swimming pool (25mX15m) including all electro-mechanical services and aligned infrastructure.
2. The work mainly consists of construction of swimming pool, adjoining Store & Toilet blocks, retaining wall, all electro-mechanical works related to pool as described in detail in tender document & bill of quantity (BOQ).
3. The work site is situated at permanent campus of Shipping Corporation of India at Maritime training institute, Adi Shankaracharya Marg , Powai , Mumbai 400 072.
4. The work to be done under this contract consist of providing all labour, construction equipment, supervision, materials, scaffoldings, tools & plants, transportation & storage and all incidental items not shown or specified but reasonably implied or necessary for completion of entire civil works required.
5. Drawings annexed hereto are preliminary and give the nature of work and only for guidance to the bidders. The work shall be carried out in accordance with drawings to be made available during the course of execution of works.
6. The contractor in the event of this work awarded to him, shall establish temporary office at site and keep posted an authorized responsible officer with a valid power of attorney for the purpose of the contract. Any order or instructions of the Engineer – in – charge or his duly authorized representative, at site office will be deemed to have been communicated to the contractor at his legal address.
7. The contractor shall provide training to the SCI representatives for the Operation & Maintenance with complete SOP document, as approved by SCI Engineer, including training on tools & machineries.
8. The contractor shall provide 3 sets of as built drawings including all services such as Architecture, structural, MEP,etc.
9. The contractor shall provide all equipment's & items guarantee certificates to SCI , as required by SCI Engineer in charge.

PART – I

SECTION – VI

E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.

TECHNICAL TERMS & SPECIFICATIONS

SPECIAL CONDITIONS OF CONTRACT

- 1) Unless otherwise provided in the bill of quantities (BOQ) the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building, **foul condition, under water concreting** and nothing extra shall be payable to him on this account
- 2) Rules and regulation of security staff of SCI-MTI on the working and for movement of labour, materials etc. has to be followed by the contractor.
- 3) The Building work will be carried out in the manner complying in all respect with the requirement of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
- 4) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to bye-laws and specifications of the Municipal Body/Corporation where C.P.W.D. specifications are not available. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body/Corporation Authorities wherever required at his own cost.
- 5) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
- 6) The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 7) Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.
- 8) Testing of materials: Samples of various materials required for testing shall be provided free of charge by the contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.
- 9) The structural and architectural drawings shall at all times be properly co-related before executing any work. Any discrepancy noticed shall be brought to the notice of Engineer-In-Charge for his decision. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-In-Charge.
- 10) The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department or procured by the contractor and nothing extra shall be payable to the contractor on their accounts.
- 11) The full nomenclature of items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
- 12) The contractor shall be responsible for any activity authorized or unauthorized going on within the site area handed over to him by the department for construction, development/maintenance or for any other purpose.

- 13) **Method Statement :-** Within **7 days** of award of work, the contractor shall submit the method statement as how he proposes to execute the work with quality and specification, sequencing of Item including Quality assurance plan for approval of Engineer-In-Charge.
- 14) A detailed program in the form of precedence network diagram is to be submitted to the Engineer-In-Charge within **10 days** of award of work. The programme chart should comply the milestone given in Schedule F and the following :
- a) Descriptive note explaining sequence of various activities and indicating how the contractor proposes to complete the work within stipulated time as per the contract.
 - b) Network (bar chart/precedence network) PERT.
 - c) Programme for procurement of materials by the contractor.
 - d) Programme of mobilization of machinery/equipment.
 - e) Programme for deployment of labours. Time schedule for the requirement of material to be supplied by the department, if any.
 - f) Cash flow statement.

The programme chart will have to be updated on monthly basis and will be submitted to the Engineer-In-Charge. The Programme should clearly indicate the various construction as well as various finishing items in the proper sequence of construction. Once this programme of construction has been submitted by the contractor and approved by the Engineer-In-Charge, the contractor shall abide by it and shall have to employ labour and bring materials consistent with the progress indicated in the chart.

- 15) Contractor shall submit the certificate of origin of country with their model code of specified make for Filter, MPV, filter pumps, Chlorination plant etc. on company's letter head from India.
- 16) The contractor shall submit shop drawings of staging and shuttering arrangement works for approval of Engineer-In-Charge. The contractor shall also submit bar bending schedule for approval of Engineer-In-Charge before execution and the Engineer-In-Charge shall be competent to approve bar bending schedule.
- 17) The contractor, through his Engineer-In-Charge, shall ensure quality construction in a planned and time bound manner. Any sub-standard Material/Work beyond set out tolerance limits shall be summarily rejected by the Engineer-In-Charge.
- 18) The work shall be executed as per the programme approved by the Engineer-In-Charge and it shall be so arranged as to have full co-ordination with other agencies executing building work.

No claim for idle labour shall be entertained, nor, any claim on account of the delay in completion of the building work shall be liable.

- 19) Contractor to submit working drawing for approval before start of work electro-mechanical works.
- 20) Contractor shall be allowed 7 days mobilization from the date of issue of letter of award for the work. During this period contractor will mobilize plant & equipment and complete other preliminaries like approval of quarry, mix design, trial mix etc. No concreting shall be done until the mix-design is approved by the Engineer-In-Charge. In case of change of source or characteristic properties of the ingredients used in the concrete mix-design during the work, a revised concrete mix-design conducted by laboratory established at site shall be submitted by the contractor as per the direction of the Engineer-In-Charge. Nothing extra shall be paid on this account.
- 21) The contractor shall invariably prepare the samples of finishing items i.e. flooring of different types, external & internal finishing i/c colour scheme of paint, tiles in dado, flooring in platforms & staircase, water supply & sanitary fittings and any other item as per direction of Engineer-In-Charge. The contractor shall proceed with further finishing items only after getting the samples of those items approved in writing from Engineer-In-Charge. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.

- 22) Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer-In-Charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer-In-Charge. Any material procured without prior approval of Engineer-In-Charge in writing is liable to be rejected. Engineer-In-Charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Non standard/sub-standard materials shall not be accepted.
- 23) Doors, Toilet Cubicles and frames shall be procured from specialist firms and name of such agencies shall be got approved from the Engineer-In-Charge well in advance.
- 24) The tenderer (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department. The contractor (s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
- 25) The contractor or his authorized representative should always be available at the site of work to take instructions from department officers, and ensure proper execution of work.
- 26) The contractor (s) shall carry out the study of soil investigation report for the site and satisfy himself about complete characteristics of soil and other parameters of site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the contractor shall be entertained. Soil investigation report to be given to Engineer-In-Charge for Detail Structural drawings.
- 27) The Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
- 28) No work shall commence in the absence of contractor's Engineer and they shall certify in writing about the correctness of layout alignment of structure.
- 29) Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal shingle, earth sand bajri etc. collected by him for the execution of the work directly to the concerned Revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
- 30) No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained.
- 31) The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the SCI/MTIs, tenants of adjacent properties and to the public in general and to prevent any damage to such properties.
- 32) All materials which are specified to be tested at the manufacture's works shall satisfactorily pass the test in presence of the authorized representative of Engineer-In-Charge before being used in the work.
- 33) All construction work shall be supervised by the contractor including his duly authorized Engineer /representatives. Contractor shall provide materials and workmanship to the best of their representative kind, and shall be fully responsible for executing the work as per prescribed specifications, latest BIS Codes of Practice and Drawings.
- 34) Quality Control :
- (a) Contractor shall be fully responsible for quality of work be executed as per prescribed specification, relevant BIS codes and drawings.
 - (b) The Engineer-In-Charge will examine the work executed from the point of view of scope of work, inventory of fittings and fixtures and specifications for the various items before the work is finalized. If during any of the visit, use of sub-standard material or improper workmanship is noted by the Engineer-In-Charge or his superiors, the same shall also be promptly rectified on getting a written notice to do so.

- 35) Should there any discrepancy due to incomplete description/ambiguity or omission in the drawings and other documents, whether original or supplementary, forming the contract, either found on completion or during currency of the installation work, the contractor shall immediately, on discovering the same, draw the attention of the Engineer-In-Charge, whose decision shall be final and binding on the contractor.
- 36) All test registers and material register shall be maintained by the contractor which will be reviewed by the Officers of SCI at regular intervals.
- 37) Factory made materials & Items shall be procured only from reputed & approved manufacturer or their authorized dealers.
- 38) Contractor has to produce guarantee on stamp paper of Rs. 100 and duly notarized for the works executed by them for periods mentioned against.
- a) Swimming pool Tile and accessories fixing works – 10 years after the date of expiry of maintenance period.
- b) Water proofing works – 10 years after the date of expiry of maintenance period.
- The guarantee shall cover the defects in manufacturing and or workmanship as the case may be and will be in a legal document to be signed by the respective agencies.
- In the event of the agency failing to take action to replace the material / rectify the defects the Engineer-In-Charge, without prejudice to any other remedy available as per law, may take action to notify clients to whom the agency may be supplying the material or carrying out work regarding the non compliance of the legal requirement of the agency and request them to advise the agency to attend to the defects.
- A sample form of the guarantee is available in tender document.
- 39) Contractor shall submit the certificate of Warranty of all equipment with their model code from respective manufacturers / dealer from India.
- 40) The contractor will have to work according to the programme of the work, decided by the Engineer-In-Charge. The contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-In-Charge and this sample unit shall be got approved from the Engineer-In-Charge before mass construction is taken up. No extra claim what so ever beyond the payments due at agreement rates will be entertained from the Contractor on this account.
- 41) The contractor shall take instructions from the Engineer-In-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked or areas where other buildings, roads, services of compound walls are to be constructed.
- 42) If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- 43) Cement bags shall be stored in separate go downs to be constructed by contractor at his own cost and actual size will depend on the site requirements with weather proof roof and walls. The contractor shall be fully responsible for the safe custody of the materials even if the materials are under lock system.
- 44) The contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable go downs, yards at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.
- 45) Before any concreting in slab-beam, column and any other such important element contractor will be required to submit **pour card** to site-Engineer-In-Charge of SCI as given

- 46) All materials shall be got checked by Engineer-In-Charge of the works on receipt of the same at site before use.
- 47) On completion of work, the contractor shall submit at his own cost four prints of —as built drawings for all civil & MEP services to the Engineer-In-Charge within 30 days of completion of work. These drawings shall have the following information:

- a) Run of all piping and their diameters including soil waste pipes & vertical stacks.
- b) Ground and invert levels of all drainage pipes together with locations of all manholes and connections upto outfall.
- c) Run of all water supply lines with diameters, location of control valves, access panels etc. If above said drawings are not submitted by the contractor within the above specified time then final bill will not be paid and Security Deposit shall not be released.

Concreting for Raft of Swimming Pools along with RCC wall shall be executed at one go. Subsequently Concreting of the walls shall be executed maximum height as approved at a time. Similar methodology shall be adopted for balancing Tank also.

- 48) The Contractor shall conduct water-tightness test after completion of RCC work of swimming Pool and Balancing Tank. Same test shall again be repeated after completion of water proofing work.
- 49) Equipment's / Material shall be inspected if required by authorized official from client at parent company warehouse in India prior to dispatch.
- 50) Contractor should adhere strictly to the make & specification mentioned in tender. Material will be rejected if not adhered to make & specification mentioned in tender. In such case contractor will have to replace the material with specified make & take away rejected material at his / her cost.
- 51) The item covered under "Electro-mechanical Part" of schedule of quantities shall be got executed through agencies specialized in the field duly approved by the Engineer-In-Charge.
- 52) At the time of installation & commissioning manufacturer representative will be required at site.
- 53) **Tree cutting on site:** Contractor shall examine the site before submission of tender and the trees infringing with the proposed location of pool shall be removed with Complete Written permission and approval from relevant authorities such as BMC/MCGM/Forest Tree Department. No extra payment shall be made for the cutting, disposing the wastage out of site and getting permissions from relevant authorities.

54) Site Visit

- a. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility and information that may be necessary for preparing the bid and entering into a contract for construction of the Works.
 - b. The bidder and any of its personnel or agents will be Granted permission by the SCI/MTI to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, personnel, and agents, will release and Indemnify the SCI/MTI and its personnel and agents from and against all liability in respect thereof, and bidder will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - c. Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the works and that all conditions liable to be encountered during the execution of the works have been taken into account and that the rates entered in the Price Bid document are adequate and all inclusive for the completion of work to the entire satisfaction of the Employer/SCI/MTI.
- 55) **Extra items:** The rates for varied / deviated or extra items to be worked out on the basis of the rates quoted in the tender for the similar items. Wherever it is not possible to base the rates for varied / deviated or extra items on the tender quoted rates then the rate analysis is to be submitted by the Contractors as under and get the same approved before execution of the work.

At Actual per unit:

cost of materials: Rs.....
Add for Labour charges: Rs
Add for Taxes, Transportation, if any,: Rs.
Add for Miscellaneous expenses, if any,:Rs

Sub Total: Rs

Add for towards Contractor's overheads and profit
@ 20% of sub total above. :Rs.....

Total : :Rs.....

Final rates arrived
by rounding of the Total... : Rs. /unit

Contractors are requested to note that no extra items or deviated item of work to be executed without taking prior permission from SCI/MTI / Architects. If the extra items or deviated items of work is executed without taking prior permission, SCI/MTI / Architects shall not be held responsible for the payment of such works executed. Contractors will have to submit all the particulars including purchase bills / price list for the materials along with the rate analysis for verification of item rates.

CIVIL COMPONENT

Particular Specifications

1. GENERAL

- 1.1 The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).
- 1.2 The following modifications in the above specifications and some additional specifications shall however apply:
 - (i) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-In-Charge.
 - (ii) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality and as approved by Engineer-In-Charge.
2. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to revision thereof if, any, upto the date.
3. Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, and sub-soil water level being high due to any other cause whatsoever.
4. **Brick Work.** Clay Bricks shall be obtained from kilns approved by the Engineer-In-Charge and as mentioned in CPWD specification for works 2009 Vol.-I to II. Fly Ash Bricks conforming to IS:12894 (latest edition) with the source / manufactures approved by the Engineer-In-Charge of size 10"x5"x3" shall be used.
5. **R.C.C. Work.**
 - (i) In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC Slabs, the payment for centering and shuttering of such, items shall similarly be paid under the item of centering and shuttering of RCC slab. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandah. All the exposed edge shall however be finished as per specifications and nothing extra shall be paid for this.
 - (ii) The term machine batched, machine mixed and machine vibrated design mix cement concrete used in the document shall mean the concrete produced in automatic concrete batching and mixing plant and transported by transit concrete mixers (if necessary), placed in position by the concrete pumps and vibrated by surface vibrator/needle vibrator/plate vibrator, as the case may be to achieve required strength and durability.
 - (iii) The cement concrete mix design shall be got done by the contractor through approved organization/testing labs.
 - (iv) Approved Plasticizers/Super plasticizers/Admixtures conforming to IS 9103 can be used for improving workability and their performance shall be monitored
 - (v) No extra payment shall be paid for use of plasticizers.

6. FORM WORK

Basically, only steel shuttering shall be adopted in general. However, a combination of steel and shuttering ply conforming to I.S: 848-1974 and I.S: 5539 may be allowed by the Engineer-In-Charge in consideration of the special request of the contractor to maintain quality and speed of the work. In such cases the use of shuttering ply shall be permitted only for circular columns, beam sides and bottom and in other locations wherever it is felt necessary on account of difficulty in using steel shuttering in such locations. But in other areas like slab, rectangular/square columns etc. steel shuttering shall be invariably used. However, no extra payment or deduction will be admissible or made for use of shuttering ply.

7. ALUMINIUM WORK:

- (i) Before commencement of the work, the contractor shall co-relate all relevant structural, architectural, detailed drawings of aluminum doors, windows etc. and service drawings and shall satisfy himself that the information available there from is complete and unambiguous. The contractor shall be responsible for any error/omission owing to any discrepancy in the drawings, which has been overlooked by him and or had not been brought to the notice of the Engineer-In-Charge before execution.
- (ii) Inspection of materials or works: All materials brought to the site by the contractor for use in the work, as well as fabricated components shall be subject to inspection and approval by Engineer-In-Charge. The contractor shall be required as directed by the Engineer-In-Charge, to get necessary tests carried out on materials components at his own cost from the laboratories/test houses, approved by the Engineer-In-Charge.
- (iii) Manufacturer's Test Certificate: The contractor shall, if required by the Engineer-In-Charge, produce manufacturer's test certificates for any material or particular batch of materials supplied by him. The tests carried out shall be as per relevant specifications/Indian Standard Code.
- (iv) Aluminum sections to be used for doors, windows, ventilators, fixed glazing etc. shall be manufactured by reputed companies such as Hindalco, Jindal, Indian Aluminum Company, NALCO satisfying the design and specification criteria of relevant components and shall be subject to approval of the Engineer-In-Charge.
- (v) The aluminum extruded sections shall conform to IS Designations HEIWP/HVIWP alloy, with chemical composition and technical properties as per I.S: 733 and IS: 1285.
- (vi) For sectional weight, tolerance limits shall be (-) 0.5%.
- (vii) Approval of samples: No work shall commence before samples are approved. Samples of un-anodized as well as anodized and electro coloured aluminum sections, neoprene gaskets, thermal barrier sections, glass, screws, hardware and any other material or components requiring approval of samples in opinion of Engineer-In-Charge shall be submitted for his approval. These samples will be retained as standards of materials and workmanship till the completion of work. Anodising and electro colouring of aluminium section and fabrication shall be got done from the factory as approved by the Engineer-In-Charge.
- (viii) Contractor shall prepare detailed shop drawings of his proposal using suitable sections based on architectural design/drawings, adequate to meet the requirement/specifications laid down in this tender document. These detailed shop drawings shall be got approved from the Engineer-In-Charge before taking up the fabrications. Actual measurement of each opening shall be measured before fabrication of framework. Aluminium shall preferably be fabricated in the factory. Only minor adjustment and fixing shall be done at the site of work.

- (ix) All hard ware used shall conform to the relevant specifications and as per samples approved by the Engineer-In-Charge. Design, quality, type, number and fixing of hardware shall be in accordance with architectural drawings and as approved by the Engineer-In-Charge.
- (x) All doors, windows, ventilators and glazing etc. shall be made completely leak proof against water and air using neoprene gaskets and silicon sealants to the satisfaction of the Engineer-In-Charge.
- (xi) The frames shall be as per architectural drawings and the corners of the frame shall be true to right angles. Both fixed frames and openable shutter frames shall be fabricated out of sections which have been cut to length, mitred and mechanically jointed for satisfactory performance. All members shall be accurately machine milled and fitted to form hairline joints. The jointing accessories such as cleats, brackets, screws etc. shall be of such materials as not to cause any bimetallic action. Nothing extra shall be paid for jointing accessories.
- (xii) Mixed joints of the doors, windows, ventilators, shutters and frames shall be either corner crimped or fixed with self tapping stainless steel screws of approved make and quality to heavy duty extruded aluminum cleats and sealed with silicon sealant, for which nothing extra shall be paid.
- (xiii) Verticals of the frame shall be embedded in the floors, wherever required upto 50mm including cutting and making good of the floor, for which nothing extra shall be paid.
- (xiv) **Anodizing/Electro Colouring:** Aluminum sections shall be anodized as per IS: 7088 - 1973. Anodizing to be done as per Grade AC-15 and shall not be less than 15 microns thick when measured as per IS: 6012, and electro colour with colour fastness rating no.8 of IS: 1868. Colour anodizing shall be done only by electro colour process. No visual variation in colour shall be permitted.
- (xv) The anodic coating shall be properly sealed by steam or by boiling in deodorized water as per IS: 1868 and or IS: 6057. Sealing quality shall be tested in accordance with the relevant standards. Nothing extra shall be paid on that account.
- (xvi) All anodised aluminium works shall conform to relevant IS standards relating to materials, workmanship, fabrications, finishing, erection, installation etc. In this connection, IS codes including IS: 1868 - 1982, IS: 733 - 1983, IS: 1948-1961, IS: 7088-1973, 6012-1970, IS: 1285-1975, IS: 740-1975 are considered relevant and applicable.

8. WATER SUPPLY AND SANITARY INSTALLATION

- (i) The PVC, C.I pipe and G.I pipe wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs and nothing extra shall be paid for this.
- (ii) The contractor shall be responsible of the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferages and breakage during the period of installation and thereafter until the building is handed over.
- (iii) Sunken Flooring: The rate of items of flooring is inclusive of providing sunk flooring in W.C, bathrooms, kitchen etc. and nothing extra on this account is admissible

9. WATER PROOFING ON TERRACE/ROOFING:

The contractor has to give 10 years guarantee for integral cement based water proofing treatment for sunken floors and on roofs in prescribed proforma to be supplied by the Engineer-In-Charge specifying:-

- a) The trade names of the product which could be used;
- b) List of works where this treatment has been used.
- c) Quantity of chlorides and sulphides used in the product.
- d) Rate/Rates quoted by the contractor shall include for all leads and lifts.

10. INTEGRAL CEMENT BASED WATER PROOFING TREATMENT.

Treatment for roof surface

- (i) The brick bats shall be from well burnt bricks. The water-proofing compound shall conform to I.S: 2645-1975. Before execution of work, water proofing compound has to be brought to site from which random sample would be got tested and a certificate of its conforming to I.S code should be produced. The water-proofing compound shall be added at the rate recommended by the specialist firm but not exceeding 8% percent by weight of cement.
- (ii) The finished surface after water proofing treatment shall have minimum slope of 1 in 80. At no point shall the thickness of water proofing treatment to be less than 65mm.
- (iii) While treatment of roof surface is done, it shall be ensured that the outlet drain pipes have been fixed and mouths at the entrance have been eased and rounded off properly for easy flow of water.
- (iv) The surface where the water proofing is to be done shall be thoroughly cleared with wire brushes. All loose scales shall be removed and dusted off. The surface shall be treated with neat cement slurry admixed with water proofing compound, to penetrate into crevices and fill up all the pores in the surface. This cement slurry shall be applied at the junction of parapet and terrace slab by injection process.
- (v) After the slurry coat is laid layer of well burnt brick bats shall be laid in cement mortar of mix as specified by the specialist firm but not leaner than 1:5 (1 Cement: 5 coarse sand) admixed with water proofing compound to required gradient and joints filled to half the depth. The brickbat layer shall be rounded at the junction with the parapet and tapered towards top for a height of 300mm. Curing of this layer shall be done for 2 days.
- (vi) After curing, the surfaces shall be applied with a coat of cement slurry admixed with water proofing compound.
- (vii) Joints of brick bat layer shall be filled fully with cement mortar of mix as specified by the specialist firm but not leaner than 1:4 (1Cement: 4 coarse sand) admixed with water proofing compound and finally top finished with average 20mm thick layer of same mortar and finished smooth with cement slurry admixed with water proofing compound. The finished surface shall have marking of 300x300mm false squares to give the appearance of tiles.
- (viii) Curing of water proofing treatment shall be done for a minimum period of two weeks.
- (ix) Measurements: The measurements shall be taken along the finished surface of treatment including the rounded and tapered portion at junction of parapet wall. Length/ breadth shall be measured correct to one centimeter and area shall be worked

out to nearest 0.01 sq.m No deduction in measurements shall be made for either opening or recesses for chimneys, stacks, roof lights and the like for areas upto 0.40 Sq.m nor anything shall be paid for forming such openings.

(x) For similar areas exceeding 0.40 Sqm. Deductions will be made in measurements for full openings and nothing extra shall be paid for making such openings.

(xi) **RATES:** The rate shall include the cost of all labour and materials involved in all the operation described above.

Preferred Makes of Materials

Acceptable makes of materials to be used in the work are enclosed. In case of non availability of these makes, the Engineer-In-Charge may allow use of alternative makes. Only BIS marked materials shall be used in the work. Non BIS marked materials may be permitted by the Engineer-In-Charge only when BIS marked materials are not manufactured

LIST OF ACCETABLE MAKES FOR CIVIL WORKS

Sr.No.	Material	Approved Make
1	Cement	A.C.C., Ultra Tech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement and J.K. Cement
2	White Cement	Birla White , J. K. White
3	Reinforcement Steel (TMT-Fe500) (Primary Producers)	SAIL, TATA STEEL, RINL, JINDAL steel & Power Ltd. & JSW Steel Ltd
4	Water Proofing Compounds, Plasticizer, Super Plasticizer, Grouts, Polymers, Polyexpanse, Other construction chemicals	Fosroc, Pidilite, CICO, Sika
5	Tubular truss / Structural Steel	SAIL, TATA STEEL, RINL, JINDAL steel & Power Ltd. & JSW Steel Ltd
6	Admixtures	Fosroc, Sika, CICO, Dr Fixit
7	False Ceiling System along with supporting grid and metallic tiles	Armstrong, Hunter Douglas, Saint Gobain,
8	Powder coated Aluminium Hardware	Nulite/ Ebco
9	Clear/Float/Frosted Glass	Saint Gobain, AIS, Pilkington
10	Stainless Steel Railing, Accessories etc.	JINDAL, Dorma, GEZE
11	EPDM Gasket	Hanu, Osaka, Avigiri, Alps, Anand
12	Heavy Duty Chequered Tiles / Ceramic Tiles / Anti-skid full body vitrified floor tiles / Glazed full body vitrified tiles	H&R Johnson, Somany, Kajaria, NITCO
13	Vitrified Pool Tiles (247 mm X 122 mm)	H&R Johnson, Somany, Kajaria, NITCO
14	Tile Adhesive	Bal Endura, Letecrete, Rock force
15	Grouting Compound	Bal Endura, Letecrete, Rock force
16	Wall putty	Birla wall care, JK White
17	Premium Acrylic Emulsion Paints	ICI (Super smooth), Nerolac (Beauty gold), Asian Paints (Premium emulsion/ professional interior emulsion), Berger Paints
18	Cement Primer	BP White (Berger), Decoprime WT (Asian), White primer (ICI)
19	Steel Primer Epoxy Paint	ICI, Nerolac, Asian Paints Asian, ICI, Kansai Nerolac,
20	G.I. / M.S. Pipe	Tata, Jindal (Hisar)
21	G.I. Fittings	Unik, AVR, Zoloto
22	CP Brass Fittings , Sanitary Fittings & accessories	Jaquar, Kohler, Parryware, Hindware
23	Mirror Glass	Modi Guard, Saint Gobin
24	Hardware & Door fittings	Dorma, Kich, Ozone, Dorset
25	Door closer	Dorma, Kich, Godrej
26	European WC , Washbasin , Urinals	Hindware, Parryware, Kohler, Jaguar

ELECTRICAL COMPONENT

1. Particular Conditions and Specifications for Electrical Works

- 1.1 The work shall be carried out as per direction and to the entire satisfaction of the Engineer-In-Charge.
- 1.2 Unless otherwise specified in the following conditions, the work shall, in general, be carried out as per following specifications:
 - a) CPWD General Specifications for Electrical Works – Part-I (Internal), 2013. amended up to date.
 - b) CPWD General Specifications for Electrical Works – Part-II (External), 1994 amended up to date.
 - c) Relevant BIS specifications amended up to 31.01.2017.
 - d) Indian Electricity Rules 1956 amended up to 31.01.2017.
 - e) Any other relevant act or rules and local byelaws.

2. MATERIALS TO BE USED IN WORK :

- 2.1 All materials used in the work shall be new and of good quality, conforming to the relevant specifications as per good Engineering practice.
- 2.2 All the materials proposed to be used in the work should be got approved from Engineer-In-Charge before use in work.
- 2.3 **The materials to be supplied/ provided by the contractor in execution of the work should be ISI marked, wherever applicable and of make as specified in the agreement. Where the makes of any particular material is not specified in the contract document, the material shall be supplied as per makes desired by the Engineer-In-Charge.**
- 2.4 It will be the responsibility of the contractor/ bidder to ensure use of genuine materials in the work. The department reserves the right to get (any/ all materials/ components) inspected by the manufacturer or their authorized representatives at any stage of the execution of work. If any of the materials, equipments supplied and used in work is found spurious at any stage, then the department reserves the right to ask the contractor to replace it by genuine one and make suitable recovery till it is done, even if any payment against that material is already made.
- 1.5 The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material etc. as deemed fit by the Engineer-In-Charge to ascertain genuinity of material supplied by/ used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department.

3. VARIATION IN QUANTITY :

- 1.1 Quantities shown against each item of work or supply are tentative which may vary on either side (plus or minus). This variation shall, in general, be governed by clause no. 12 of the clauses of contract of CPWD form 7/8. The contractor should ensure from the Engineer-In-Charge the actual quantity required/ to be used/ to be supplied before bringing the materials at site. In case the actual quantity of material required at the site is less than the stipulated quantity, the contractor cannot claim to supply entire quantity stipulated in the schedule of quantities of work (Schedule – A) as well as cannot demand for payment thereof. The contractor shall therefore, be very careful about the quantity of materials to be supplied /brought at site. The decision of the Engineer-In-Charge in this regard shall be final and binding on the part of the contractor.
- 1.2 Extra Items: However The specification of the entire work has been freezed if incase of any variation Within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencing the contractor shall submit a detail analysis for the same.

4. DISMANTLED MATERIALS :

- 4.1 Dismantled materials, if any shall be returned by the contractor to the Department & site shall be cleared.

6.0 CONDUIT LAYING :

- 6.1 The laying of conduit in roof will be done properly.
- 6.2 The layout and orientation of conduit in roof slab as well as that in wall and position of DBs, switch boxes and fittings shall be finalised in consultation with the Engineer-In-Charge or his authorised representative and as per drawings supplied by the department.
- 6.3 When any deviation from the drawing is required, the same shall be finalised in consultation with the Engineer-In-Charge or his authorised representatives. The decision of the Engineer-In-Charge is final.

7.0 WIRING CABLE / WIRE :

- 7.1 The wires / cables used for point wiring, circuit wiring, sub-main wiring, power wiring and other wirings shall be done by FRLS PVC insulated copper conductor single core cable of 1100 V grade and of makes as specified in the list of accepted makes of materials.

8.0 TERMINATION OF WIRES / WIRING CABLES :

- 8.1 All the wires should be terminated to the switch box / DB / MCB etc. by crimping with suitable size tinned copper lugs, unless the wire is single stranded. Nothing extra shall be paid on this account.

9.0 SWITCH BOXES AND JUNCTION BOXES :

- 9.1 Switch boxes for the modular switches shall be of same make as that of the switches. Locally fabricated boxes shall not be accepted.
- 9.2 The height of the switch boxes, MCB DBs, Power Plugs from the floors shall be as per CPWD General Specification for Electrical works, Part – I, Internal, 2013 amended 31.12.2016 or as directed by the Engineer-In-Charge at site. Nothing extra shall be paid on this account.
- 9.3 Changes / revisions incorporated by the civil wing in the construction and / or modification done in the drawings shall have to be co-related and decision of the Engineer-In-Charge should be obtained in case of any change.
- 9.4 Junction boxes / pull through boxes of appropriate size shall be provided wherever required and nothing extra shall be paid for the same. However, the length of conduit will be measured on linear basis including the length of box.
- 9.5 Where more than one conduit is laid side by side, instead of small junction boxes for each conduit one composite / common junction box shall be used. Nothing extra shall be paid on that account.

10.0 SCHEMATIC LAYOUT :

- 10.1 The schematic layout of light fittings, fixtures & fans, etc will be issued in due course of time.

- 10.2 The actual position of power outlets may be decided in consultation with the client department and Engineer-In-Charge.
- 10.3 The position of switch boxes, whether shown or not shown in the drawing, shall be finalised in consultation with the Engineer-In-Charge.

11.0 MANUFACTURER'S INSTRUCTIONS AND RECOMENDATIONS

- 11.1 Where manufacturers furnishes specific instructions / recommendations relating to the materials used in this job and/or their installation, covering points not specifically mentioned in these documents, these instructions shall be followed in all cases.
- 11.2 Manufacturer's catalogue / literature on installation, testing, maintenance and troubleshooting of major equipments / components, wherever applicable, shall be submitted to the department while handing over the installation.

12.0 HIDDEN AND CONCEALED ITEMS :

- 12.1 Hidden / concealed items and earthing work shall be done in the presence of the Engineer-In-Charge of the work or his authorized representative only. The contractor shall give due notice for such work in advance to the department.

13.0 PERSONNEL TO BE ENGAGED :

- 13.1 The wireman / electrician engaged, if any, shall possess valid electrical workman permit in appropriate category as per rule.

14.0 CARE AND COORDINATION :

- 14.1 All measures should be taken by the contractor to do the work in close co-ordination with all the agencies working in the same premises and also in accordance with the convenience of the occupants of the residences concerned.
- 14.2 Some restrictions may be imposed by the security staff etc. on the working and the movement of labour, materials etc. The contractor shall remain bound to follow all such restriction / instructions and nothing extra shall be payable on this account.
- 14.3 Any damage caused to the building or any existing installation during execution of the work shall be made good by the contractor free of cost.

15.0 MINIMUM WAGES :

- 15.1 The contractor shall have to pay minimum wages to the workers employed / deployed at site as per rule and at the prevailing rate applicable.

16.0 RESPONSIBILITY IN CASE OF ACCIDENT :

- 16.1 The department (SCI) shall not have any responsibility or liability in case of any accident injury to the personnel to the contractor at work site or to the general public at the work site due to mis-handling equipments by the personnel of the contractor or any other similar reason. The responsibilities and liabilities for such accidents and incidents shall be borne by the contractor.

17.0 TEST CERTIFICATE

17.1 Copies of all documents of routine and type test certificates of the equipments and materials carried out at the manufacturer's premises and guarantee certificate shall be furnished to the department along with the supply of the materials, if and when demanded by the Engineer-In-Charge depending on the type of materials supplied. Payment of major equipments / materials shall not be released without receipt of such certificate and inspection / witnessing testing at manufacturer's works even if the materials are reached at site.

17.2 The decision of the Engineer-In-Charge regarding requirement of test and guarantee certificate in respect of particular material / equipment will be final.

18.0 INSTALLATION OF FITTINGS AND FIXTURES :

18.1 The fluorescent box or similar type light fittings to be installed directly on wall should be fixed on two nos wooden round block for which nothing extra shall be paid.

18.2 Recess type fittings which shall have to be fixed in false ceiling in recess shall be hanged from the real ceiling by conduit and if required additional support with GI wire of suitable diameter shall be used for which nothing extra shall be paid.

19.0 AFTER SALES SERVICE

19.1 The contractor shall ensure adequate and prompt after sales service in the form of maintenance personnel and spares as and when required with a view to minimize the break down period. Particular attention shall be given to ensure that all spares are easily available during the normal life of the installation.

20.0 CLEARING THE SITE :

20.1 After completion of work the agency shall remove his men, materials and debris etc. from site.

21.0 MARKING LOCATION OF CKT/SUB MAIN IN THE DBs

21.1 Location of ckt/sub main should be properly mentioned in the DB cover.

22.1 INVENTRIES OF ELECTRICAL INSTALLATION

22.1 Inventory of EI & fittings should be submitted after the completion of work.

2. ADDITIONAL CONDITIONS AND SPECIFICATIONS FOR ELECTRICAL WORKS

- 1) The sub-work of Electrical works shall be carried out by the main contractor only through SCI enlisted contractor of appropriate class.
- 2) The main contractor, while submitting his tender, shall include the tender of the associated electrical contractor as part of his tender.
- 3) The earnest money for the entire work shall be paid by the main contractor.
- 4) The security deposit will be recovered from the running bills of the main contractor and shall be refunded to him in due time according to the terms and conditions of the contract.
- 5) The associated electrical contractor shall also sign the agreement between the main contractor and the department as a token of acceptance of terms and conditions in the agreement for the execution of internal EI work assigned to them as a tripartite agreement.
- 6) Notwithstanding the payment to made directly by the department to the associated contractor, the main contractor shall be entirely responsible and answerable for all the works done by his associated electrical contractor regarding their quality, adherence to the laid down

specifications, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.

- 7) Normally, there shall be no change in any of the associated electrical contractor during the execution of the work. If at all a change is necessitated, the same should be acceptable to the department and such acceptable contractor shall fulfill the conditions laid down for the selection of the associated electrical contractor in the tender document.
- 8) The main contractor shall also give necessary general power of attorney under the contract to the associated electrical contractor to enable him to receive instructions from electrical Engineer-In-Charges of the department at site, sign the site order book, bills, MSs for acceptance of measurement and receive stipulated materials etc.
- 9) All additions, substitutions and deviations in the item of work that become necessary during execution of work, as part of the internal EI work, shall be executed by the main contractor and the associated electrical contractor as part of the contract and the rate(s) shall be derived under the schedule of work or as extra/substituted item(s) of work as per the contract.
- 10) The main contractor/associated electrical contractor shall make available one wireman and one khalasi for attending to day to day complaints from the date of testing and commissioning and upto the end of period of 6 months from the date of completion of the work as part of this contract at no extra cost.
- 11) The work shall be carried out as per CPWD specifications for electrical works Part-I (Internal) 2005, Part-II (External) 1995, amended up to 31.01.2017, and as per additional specifications and conditions for this work.
- 12) The materials shall be procured only from the manufacturers and their authorized dealers and documentary proof for such procurement and supply shall be produced by the contractor.
- 13) The department reserves the right to send such materials to the manufacturers/authorized test laboratory to verify the genuineness and quality of the product.
- 14) The contractor is advised to visit the site before quoting for this tender to apprise himself about the site environments and other conditions. Drawings and inventories can be seen in the office of undersigned.
- 15) The work shall be progressed with the progress of civil work. As such, the contractor doing electrical works shall work in close coordination with casting of the slabs, erection of the walls etc. as required. No claim of the contractor shall be entertained by the department for the idle labour.
- 16) The conduit shall be laid in the RCC slab in general well before their concreting and in walls well before their plastering and in MS/AL channels. The actual run of conduit and size of the boxes are to be marked on the drawings by the contractor and got approved from Engineer-In-Charge before erection at site.
- 17) Earthing shall be done in the presence of the Engineer-In-Charge or his authorized representative.
- 18) The contractor shall be responsible for any damage done to the building or electrical installations during the execution of the work. Damage, if any shall have to be made good by the contractor at his own cost failing which the same shall be got rectified/made good at the risk and cost of the contractor.
- 19) The work shall be carried out in Engineer-In-Chargeing like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
- 20) The site shall be cleared of malba, debris caused by working at site by the electrical Contractor without any extra cost to the department.
- 21) The contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative of the department.
- 22) Wherever make of materials is not mentioned the contractor shall quote clearly the make in his tender.

- 23) The contractor will ensure that all the skilled persons managed/deployed for executing the electrical work possess the wireman license issued by approved authorities. Consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.
- 24) The contractor will make his own arrangement for storage of his own material, and if issued to him departmentally. The material shall be issued to him from JE(E)'s store. The watch and ward of the materials and of the installations would be responsibility of contractor till the work is completed/handed over to the department. Nothing extra shall be paid to the contractor on his account. The contractor shall make his own arrangement for carriage of materials, fittings, cables etc. issued to him departmentally from the site store to the site of work at his own cost. Nothing extra shall be paid on this account.
- 25) All the DB's, switchgears shall have identification marking on them written in white paint. Nothing extra shall be paid on this account.
- 26) Earth points with studs are to be provided on each of the switchboards/DBs.
- 27) The MCBDB made of MS sheet should not be less than 1.6mm thick and left out MCB outlets of the sheet steel enclosures (not occupied by the MCBs) shall be covered with blanking plates.
- 28) The drawing showing layout of the main board, allied equipment shall be got approved by the contractor from the Engineer-In-Charge before fabrication and execution.
- 29) All hardware, fastening material viz. nuts, bolts, washers and screws etc. to be used on work shall be of Zinc/cadmium plated iron.
- 30) All the materials should be ISI marked where ever not specified. If ISI marked materials is not available it should conform to BIS specification amended upto date.
- 31) The contractor shall have to furnish the insulation test report, earth report, along with all required details of electrical load on the prescribed proforma for the electric connection from the supply company.
- 32) The contractor shall submit the completion certificates and completion plans as per Clause 1.26 of General Specification for Electrical work (Part-I Internal) 2013.
- 33) All concealed works and earthing shall have to be done in the presence of Engineer-In-Charge or his authorized representative.
- 34) A list of approved make of materials to be used in the work is appended as Annexure-I. The contractor should use only the approved makes of materials in the works specified in the Annexure-I
- 35) The chases in wall shall be done by chase cutting machines, for which contractor shall arrange adequate numbers of chase cutting machines (Chase cutters) for cutting chases in wall etc. for laying of conduits.
- 36) Wiring of Submain / Power circuit can be drawn in conduit sizes mentioned against each upto one bend.
 - i) 4 X 10 + 2 X 10 sq.mm. in 32 mm conduit
 - ii) 2 X 6 + 1 X 6 sq.mm. in 25 mm conduit
 - iii) 4 X 4 + 2 X 4 sq.mm in 25 mm conduit
 - iv) 2 X 4 + 1 X 4 sq.mm in 20 mm conduit
- 37) In case the manufacturer of rising main is also manufacturer of MCCB, such MCCBs shall be accepted only for end feed units and tap off boxes.
- 38) Sample single and double bedded hostel rooms should be made ready i/c. fixing the switch board and switched etc. for approval of the Engineer-In-Charge / Higher Officers / Client Department.
- 39) Pre-wired DB enclosure and MCB / RCCB /MCCB be of same make as mentioned. Acceptable makes shall be preferred.
- 40) On the event of Non employment of Engineer-In-Chargeing establishment recovery will be effected as per provisions of Tender documents.

ADDITIONAL CONDITIONS OF CONTRACT

Operation & Maintenance of Swimming Pool:-

The Contractor shall operate and maintain the swimming Pool including all equipments and accessories for a period of **06 (Six)** months after successful completion and commissioning of the pool as per conditions given below for which no extra payment shall be made (the contractor shall quote his rates accordingly):-

- (i) The water of swimming pool shall be of required pH value and fit for swimming pool users and shall conform to IS: 3328-1993/latest addition.
- (ii) Operator to run swimming pool filtration plant 10hr/day; after completion of filtration operator to make backwash daily to clean filters.
- (iii) Chemical dosing will be done after evening swimming hours every day and after dosing filtration plant have to be run minimum one hours every day.
- (iv) Daily brushing of main pool & 2 nos aerators has to be done.
- (v) As per requirement suction sweeping have to be carried out by operators of main pool & aerators.
- (vi) Cleaning of over flow channels of main pool have to be cleaned as per requirement.
- (vii) Contractor have to get water test with the help of TABLET TYPE TEST KIT as per IS:3328 & as are required.
- (viii) The Contractor has to engage 2 (Two) Experienced operator for operation of swimming pool filtration & iron removal plant with minimum experience of 3 years.
- (ix) Two sweeper full time for swimming pool deck, bathrooms, office etc cleaning.
- (x) All chemicals & housekeeping items including routine maintenance of Electrical fittings/Fans required for swimming pool & building will be in contractor's scope.
- (xi) Only make up water & electricity will be provided by client/Department.
- (xii) The salient features of the operation & maintenance shall be as given hereunder :-

1	Swimming pool water quality	As per IS : 3328
2	Iron removal plant discharge standard	As per IS : 3328
3	Turn Over rate for swimming pool filtration	08 Hr/day
4	Iron removal plant	1-2Hr/day

14. The swimming pool along with all accessories shall be handed over to the Department after expiry of above **06 (Six)** months time in good working condition.

15. The item covered under "Electro-mechanical Part" of schedule of quantities shall be got executed through agencies specialised in the field duly approved by the Engineer-In-Charge.

16. 6 nos. of preliminary drawings pertaining to Electrical and Electro-mechanical component are uploaded for general guidance of the contractor.

TECHNICAL SPECIFICATIONS FOR ELECTRO-MECHANICAL WORKS

The works shall be carried out as per CPWD general specification for Electrical Works Part-I, Internal 2013 & Part-II (External 1995), Part IV, 2013 Sub IE rules as applicable and as per directions Engineer-In-Charge.

Sl. No	Description
1	FILTRATION WORKS
1.1	FILTER
2	Pumps
3	Filtration Flow Fitting & Under Water Lights.
	ABS white Floor inlet.
	ABS white. Its unique design permits 360° dispersion of fresh water in the pool, incl. flange, gaskets & S/S-screws. Internal Ø 50 mm & 2" slip. Flow rate adjustable, max. recommended 12 m³/h. Totally resistant against pool chemicals
4	Suction swipping Trolley.
	Movable Suction swipping Trolley with 4 wheels of 6" dia.
5	Drain Grille in SS 300mm x 300mm.
	Drain Grille in SS304 of size- 300mm x 300mm @ Flow: 100m³/hr capacity.
6	Underwater light. 300W / 12V.
	Classic light, complete with niche, PAR 56 GE lamp, 2.5 m cable, without conduit cable, colored lenses, Optional side or bottom outlet. 300W / 12V. ABS. Including transformor with MCB & wiring form under water lighting penal to under water light as per site condition penal location will be desided on site at execution time.
7	Deck box ABS ¾" in White
	Dec box shall be made of ABS & shall consist of 3 inlets or outlets of ¾" or 16 threaded coupling and lid / cover of deck box shall be water tight as well.
8	Flexible Conduit Hose
	Flexible coundit hose shall be made of flexible PVC / UPVC & it shall be of length so as to it can connect underwater light & deck box.
9	Electrical Panel
	Electrical Panel as per requirement of Swimming pool under water lighting, Filtearion Pumps, Suction pumps, Iron removal plant pumps etc.
	Electrical Pannal as per requirement of Swimming pool under water lighting, Iron saperator. Electrical panel complete with DOL starter star delta starter, MCB's, Contractors, over load relays, Indication lamps and powered wiring with ammeter and voltmeter as per attached electrical load sheet and it should as per consultant & client Engineer-In-Charge
10	Ladders
	Stainless steel 3, 4, 5, 6 steps
	Each ladder shall be made in AISI SS316 & shall be brightly polished with 43mm pipe and anti slip treads. Ladder shall be designed for any slippery surface & sharp edges & shall be complete with anchoring fixtures and earhing lugs. Distance between the treads shall be 250mm & the size shall be 500mm long & 100mm wide for efficient grip. All treads shall be screwed to the pipe. Ladder shall not have any welded jointd & treads.
11	Grating
	Over Flow Gratting. (Per Mts)
	Over flow channel grating provided to cover channel shall be tiled type and shall be manufactured UV stabailized polypropylene and shall be white ing colour. Gratting shall be provided on longitudina side of both pool. Pices shall be connected with male female connections. Width 400mm & height 35mm.
12	Cleaning Accessories
12.1	Suction Vacuum head 19" wide.
12.2	Flexible vacuum hoae - 30m
12.3	Tlescopic aluminium pole 3.5 -7.5m
	With functional excenter length adjustment, ergonomic soft hand grip. Patented system for easy and quick assembly of the cleaning accessories. 3.5 -7.5m
12.4	Algae brush SS bristles.
	Brush shall be 450mm long in white polypropylene with Stainless steel bristles with butterfly nut connection.
12.5	Curved brush fiber bristles.
	Brush shall be 450mm long in white polypropylene with polypropylene bristles with butterfly

	nut connection.
12.6	Deep leaf net.
	Deep bag net shall be made from polypropylene & polyester netting with 1 1/2" clip connection and suitable to trap floating debris.
12.7	Test kit tablet type.
	Test kit shall be residual chlorine & pH chemical reagent used shall have satisfactory long shelf life, which shall be indicated on the box. Reagent DPD & phenol red solution & shall be housed in a blue plastic case.
12.8	Silica 0.5mm to 0.8mm
	Silica 1mm to 1.2mm & 0.4mm to 0.8mm mixed as per manufacturer's recommendation, made out of crushed marble. Should be as per consultant & client Engineer-In-Charge approval.
13	PLUMBING WORKS
13.1	PVC pipes. Anti corrosive PVC pipe with resistant of working pressure not less than 6 Kg/ sqcm. Following ASTM standards.
	Supply & installation with allied fittings of PVC pipes. Anti corrosive PVC pipe with resistant of working pressure not less than 6 Kg/ sqcm. Following ASTM standards.
13.2	PVC pipes. Anti corrosive PVC pipe with resistant of working pressure not less than 6 Kg/ sqcm. Following ASTM standards. Dia of pipe 90mm.
	Supply & installation with allied fittings of PVC pipes. Anti corrosive PVC pipe with resistant of working pressure not less than 6 Kg/ sqcm. Following ASTM standards. Dia of pipe 90mm. (Per Mts)
13.3	PVC pipes. Anti corrosive PVC pipe with resistant of working pressure not less than 6 Kg/ sqcm. Following ASTM standards. Dia of pipe 50mm.
	Supply & installation with allied fittings of PVC pipes. Anti corrosive PVC pipe with resistant of working pressure not less than 6 Kg/ sqcm. Following ASTM standards. Dia of pipe 50mm. (Per Mts)
13.4	NRV. Horizontal NRV for floor drain in side drain chamber at floor of swimming pool at deep end. Anti corrosive PVC NRV. Following ASTM standards. Dia of valve 110mm.
	Supply & installation with allied fittings of NRV. Horizontal NRV for floor drain in side drain chamber at floor of swimming pool at deep end. Anti corrosive PVC NRV. Following ASTM standards. Dia of valve 110mm. (Unit rate)
13.5	PVC butterfly valves. Following ASTM standards. Dia of valve 110mm.
	Supply with allied fittings of valves in filtration room. Anti corrosive PVC butterfly valves. Following ASTM standards. Dia of valve 110mm. (Unit rate)
13.6	PVC butterfly valves. Following ASTM standards. Dia of valve 90mm.
	Supply & installation with allied fittings of valves in filtration room. Anti corrosive PVC butterfly valves. Following ASTM standards. Dia of valve 90mm. (Unit rate)
13.7	PVC Foot valves. Following ASTM standards. Dia of valve 140mm.
	Supply & installation with allied fittings of valves in Balancing Tank. Anti corrosive PVC Foot valves. Following ASTM standards. Dia of valve 140mm. (Unit rate)

Preferred Makes of Materials

Sr. No	Items	Make
1	Suction Pump.	Kirloskar / Crompton / Astral / Haywards / Kripsol.
2	Electrical Pannel Filtration pumps, Underwater lights.	Astral / Safe water Indian / Ganesh Enviro Systems Pvt. Ltd.
3	Filtration Pumps & Dosing Pump.	Astral / Hawards / Kripsol.
4	Filter, Valve Manifold.	Astral / Canamaqua.
5	Dosing Tank, Stirrer.	Astral / Aqualux / Haywards / Kripsol.
6	Under water Lights.	Astral / Haywards / Kripsol.
7	Iron removal Plant.	Astral / Safe water Indian / Ganesh Enviro Systems Pvt. Ltd.
8	Electrical Pannel for aeration pumps.	Safe water Indian / Ganesh Enviro Systems Pvt. Ltd. / Wisdom Engineering.
9	Deck box ABS ¾" in White, Flexible Conduit Hose.	Astral / Hawards / Kripsol.
10	Aeration Pumps	Kirloskar / Crompton / Grundfos.
11	Foor Drain, Suction Trolly.	Kirloskar / Crompton / Grundfos.
12	Suction sweeper, Suction hose, leaf net, brush, telescopic road, test kit.	Astral / Hawards / Kripsol.
13	Overflow grating.	Astral / Safe water Indian / Kripsol / Haywards.
14	Pipe & Valves	Finolex / Prince / Supreme / Zoloto.
15	PVC conduit with ISI Mark	AKG / Precession / BEC
16	FRLS PVC insulated Copper conducator with ISI Mark	RR Kable / Polycab / Glowster
17	Moduler Switch & socket with ISI marked	Legrand / MK / Philips
18	G. I. Box, Plate base	Legrand / MK / Philips
19	MCB DB, MCB , DP MCB, DP Isolator, RCCB	Siemens / Legrand / L&T
20	LED Fitting Ceiling Fan / Exhaust Fan / Wall Fan	Bajaj / Philips / Wipro / Crompton Havells / Crompton / Khaitan
21	G.I. Pipes	Jindal Hissar, Surya, Prakash, Atul
22	MS Pipe	Tata, Jindal, Surya, Prakash, Atul

Drawings & Schedule

WORK PLAN																											
S R. N O .	ACTIVITY DESCRIPTION	DURATION OF ACTIVITY (WEEKS)																									
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
1	PLANNING, DESIGNING																										
2	EXCAVATION																										
3	SUBSTRUCTURE																										
4	BACKFILLING																										
5	SUPERSTRUCTURE																										
6	FINISHING WORKS																										
7	INSTALLATIONS AND COMMISSIONING																										

PART – I

SECTION – VII

E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.

On a non-judicial 100 Rupee stamp paper

Draft - Bank Guarantee in lieu of Earnest Money Deposit for the tender.

To,
Sir,

WHEREAS _____ a company within the meaning of the Companies Act, 1956/ a Partnership/Proprietor firm having its registered office/principal place of business/ place of business at _____ (hereinafter called “the Bidder”) have been called upon to furnish Bank Guarantee.

AND WHEREAS We _____ Bank have, at the request of the Bidder, agreed to give you this guarantee as herein contained;

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Bidder shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. six months from the date of submission of tender along with this guarantee or any extension thereof and if the Bidder shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof, We hereby unconditionally and irrevocably guarantee to you the payment of the sum of Rs. _____ on demand, without demur notwithstanding the existence of any dispute between you or your authorized representative and the bidder in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Bidder.
- (b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That this guarantee commences from the date hereof and shall remain in force till the Bidder, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity, as the case may be, of the tender, whichever of these is earlier.
- (d) That the expressions “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
- (e) Capitalised terms used herein and not defined shall carry the meaning ascribed to these in the Tender.

Yours faithfully,

POUR CARD

Sr.No.			
1	Name of The Work		
2	Name of the Agency		
3	Location		
4	Architectural Drawing No.		
5	Structural Drawing No.		
6	Approximate quantity and grade of concrete		
7	Expected Start Date		
8	Expected Finish Date		
9	Name of Contractor's Engineer.		
10	Centering		
11	Adequate vertical supports		
12	Adequate lateral supports		
13	O.K. / Remark		
14	Shuttering		
15	Cleaned		
16	Oiled		
17	Leveled		
18	Holes plugged		
19	O.K. / Remark		
20	Reinforcement		
21	Cover Blocks		
22	Conforms to Drawings		
23	Tied properly		
24	Space bars/chairs		
25	O.K. / Remark		
26	Concrete		
27	Plant informed about mix and type		
28	Transit mixer ready		
29	Concrete pump ready		
30	Vibrators(Electrical & Diesel Ready)		
31	Predetermined holes left wherever required		
32	Boards for construction joints		
33	Conduits placed in position		
34	Fan clamps placed in position		
35	Steel templates		
36	Cement slurry.		

(Site Engineer of Contractor)
The above information filled by
me after proper verification.

(Structural Engineer of-PMC)
Concreting may be allowed.

(Engineer-In-Charge SCI)
Above information is checked by me.

(Architect -PMC)
Above information is checked by me.

**DRAFT GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS
AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS OF SWIMMING POOL,
TERRACE AND SWIMMING POOL TILES / ACCESSORIES etc.**

(NOTE: FINAL TO BE AS PER TERMS OF THE AGREEMENT AND DIRECTION OF ENGINEER-IN-CHARGE)

The Agreement made this day of two thousand and between son of of (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, *inter alia*, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for **ten** years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be **ten** years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

(a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;

(b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;

(c) The decision of the Engineer-In-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer-In-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-In-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer-In-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-In-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor and by and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of—

- 1.
- 2.

Signed for and on behalf of SCI by in the presence of—

- 1.
- 2.

PART – I

SECTION – VIII

E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.

CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER

CHECK LIST FOR ESSENTIAL DOCUMENTS TO BE ESSENTIALLY FURNISHED WITH TECHNICAL BID FOR TECHNICAL QUALIFICATION

- | | | | |
|----|---|---|---|
| 1. | Tender Cost of Rs. 2950/-
by way of Demand Draft/Pay Order/NEFT
(DD/PO to be attached) | : | DD/PO No. _____
Date : _____
Drawn on _____ |
| 2. | Earnest Money Deposit of Rs. 1,54,000/-
by way of Demand Draft/Pay Order/BG/NEFT
(DD/PO/ Original BG to be attached)
Note: BG is acceptable only, if EMD is greater than Rs. 50,000/- . | : | DD/PO/BG No. _____
Date: _____
Drawn on _____ |
| 3. | Applicant's Experience as per form A. | : | Yes/No? |
| 4. | All the pages of this tender document duly signed, implying acceptance of all the terms & conditions described through its length. | : | Yes/No? |
| 5. | "Form of Particulars" of Bidder duly filled. | : | Yes/No? |
| 6. | Copy of Income Tax PAN | : | Yes/No? |
| 7. | Copy of Goods Service Tax (GST) Registration | : | Yes/No? |
| 8. | Whether your firm has attached audited copies of P & L A/c, Balance Sheet, IT returns for the last 3 FYs? (Form B) | : | Yes/No? |
| 9. | Copy of Registration / License of firm under Shop & Establishment Act/Municipal Corporation / MSME certificate to establish party is based out of / having fully functional office setup in Mumbai and also proof of other mandatory documents as proof of address. | : | Yes/No? |

NOTE:

1. Any other certificate besides the above mentioned if deemed necessary can also be enclosed.
2. All the documents should be attached on the order mentioned above.
3. All documents to be serially numbered and total number of pages indicated on Covering Letter.

PART – I

SECTION – IX

E-TENDER FOR CONSTRUCTION OF SWIMMING POOL AT SCI-MTI POWAI.

INTEGRITY PACT

Between
The Shipping Corporation of India Limited (SCI)
hereinafter referred to as “The Principal”,
and

_____ hereinafter referred to as “The Bidder/Contractor”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization “Transparency International” (TI). The Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or non-material benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.

- a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder / Contractor will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder / Contractor will not commit any offence under the relevant Anti- Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder / Contractor will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. Bidder / Contractor who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the “Policy and Guidelines for Removal / Suspension / Banning of Entities”. Copy of the “Policy and Guidelines for Removal / Suspension / Banning of Entities” is placed at (page Nos. 6 to 15)

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit and / or Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of damages claimed by the Principal, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in “Policy and Guidelines for Removal / Suspension / Banning of Entities”.

Section 6 – Equal treatment of all Bidders / Contractors

(1) In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

Section 8 – External Independent Monitor/ Monitors

(1) The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.

(3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the

Clause in the Integrity Pact will prevail.

.....

For the Principal
(Official Seal)

Place:

.....

Date:

.....

.....

For the Bidder / Contractor
(Official Seal)

Witness 1:

(Signature and Name & Address)

Witness 2:

(Signature and Name & Address)

BANNING GUIDELINES DOCUMENT

Policy and Guidelines for Removal / Suspension / Banning of Entities

1.0 Introduction.

The Shipping Corporation of India Ltd. (SCI), a premier commercial organisation, is committed to maintaining ethics of the highest standard and adopt best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors / agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct. SCI in all its business dealings endeavours to maintain fairness, transparency and it is expected that the other party to the deal will also uphold similar code of conduct.

This guideline on banning unscrupulous elements / parties is being adopted to weed out corrupt practices and their recurrence from the system.

Since banning of business dealings involves civil consequences for an Entity concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. Accordingly, during the proceedings as laid down in this document, the party / parties would be provided with ample opportunity to tender their explanations along with documentary evidence to present their case which would be duly considered based on the principles of natural justice. The banning guidelines are not applicable for poor performance or any inadvertent or unintentional lapse on part of the party.

The decision of banning any business dealings would be taken only after it is established beyond doubt that the party has committed an act of deception, fraud or other misconduct in the tendering process or in the execution of contracts awarded / orders issued to them.

2.0 Scope:

2.1 SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.

2.2 The guiding principles and processes for

(i) Removal of an Entity from the list of approved suppliers / contractors

(ii) Suspension and

(iii) Banning of an entity from doing business with the Corporation, for a specified period, are laid down herein.

2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.

2.4 It is clarified that any decision of the Management to not entertain any particular entity due to its poor / inadequate performance or for any other reason is outside the purview of these guidelines.

2.5 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3.0 Definitions:

In these Guidelines, unless the context otherwise requires:-

The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor / Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.

'Inter-connected Entity' shall mean two or more companies having any of the following features:-

If any or all of the Partner(s) / Functional Director(s) are common,
If the Management is common,
If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.

‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

For banning any Entity, Indian or foreign, the “Competent Authority” would be a “Committee of Directors” comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.

The Chairman & Managing Director, SCI, shall be the ‘Appellate Authority’ in respect of such cases.

In case the original contract has been approved by the Chairman, then, for banning of the party, the competent authority would include the Chairman & Managing Director, Director (Finance) and Directors of the concerned operating divisions. In such a case an Appellate Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.

For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at **3.0 iii (a) and 3.0 iii (b)** above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.

‘Investigating Department’ shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, “Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate”.

List of ‘Approved Entities’ – shall mean and include list of approved Parties / Contractors / Suppliers / Purchases / Customers / Bidder / Vendor / Agents’, if registered / contracted with SCI.

4.0 Grounds for initiation of Banning Business Dealings:

- 4.1** If considerations of security, sovereignty or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2** If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3** If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices.
- 4.4** If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 4.5** If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6** If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7** If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8** If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9** If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 4.10** Established litigant nature of the Entity to derive undue benefit;

- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Wilful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 Continued poor performance of the Agency in several contracts.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

5.0 Initiation of Banning / Suspension:

The contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under clause 4) will initiate the banning process by forming a Committee comprising of Representatives from concerned User Division, Contracting Division, Finance Division. The User / Reporting Division to provide all relevant facts / material to the contract initiating Department / Division which will present it to the aforementioned Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority would comprise of Director of the Division awarding the contract, Director (Finance) and Director of the concerned Operating Division. C&MD would be the Appellate Authority.

6.0 Suspension of Business Dealings during Investigation period:

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.

7.0 Banning of Business Dealings:

- 7.1** A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.
- 7.2** There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of “Banning of Business Dealings”. The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:
- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
 - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - (iv) To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3** If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 9.1 and an enquiry held accordingly.
- 8.0** **Removal from List of Approved Entities - Suppliers/Contractors, etc.:**
- 8.1** If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban.
- 8.2** The effect of such an order would be that the Entity would not be disqualified from competing in Open Tender Enquiries, but would not be considered for limited tender enquiries.
- 8.3** Past performance of the Entity may be taken into account while processing for approval of the Competent Authority for awarding the contract.
- 9.0** **Show-cause Notice:**
- 9.1** In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defence.
- 9.2** On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).
- 9.3** The Competent Authority may consider and pass an appropriate order:
- a. For exonerating the Entity, if the charges are not established or
 - b. For removing the Entity from the list of approved Suppliers / Contractors, etc. or
 - c. For banning business dealings with the Entity.
- 9.4** The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.
- 10.0** **Appeals against the Decision of the Competent Authority:**
- 10.1** The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2** The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.
- 11.0** **Review of the Decision by the Competent Authority**
- Any petition / application filed by the Entity concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts /

circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12.0 Circulation of the names of Entities with whom Business Dealings have been banned:

12.1 The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.

12.2 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.

12.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.

12.4 If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

13.0 These guidelines will form part of the Tender document

PART – I

Section X

Form A

Applicant's Experience

(Details of major works (**maximum ten**) executed during the last seven years **that may support Primary Eligibility Criteria & Evaluation criteria**)

Sl. No.	Name of work	Client Details	Role in participation:	Description Of actual services provided	Project Cost INR	Time for Complete

Name of Company/ Firm:

Note:

- The list of works is to be compiled as per the format above.
- Copy of supporting documents (in the form of certificate from client/ agreements/ appointment orders/ contract/ certification provided by Project owners) should be enclosed.

Form –B

FINANCIAL CAPABILITIES

(Rs. In lakhs)

Financial Year	Financial turnover of the firm
2016-17	
2017-18	
2018-19	
Average Annual Turnover over in past three years	

Audited balance sheet/ IT return to be submitted in support of above turnover

Stamp & Signature

ANNEXURE – I

LETTER OF TRANSMITTAL

FROM:

To,
The Principal,
The Shipping Corporation of India Ltd.
Maritime Training Institute, (Sagar Gyan Building),
52-C, Adi Shankaracharya Marg, Post Saki Naka,
Powai, Mumbai-400 072.

Subject: Submission of E-Tender for Construction of Swimming Pool at SCI-MTI Powai.

Sir,

Having examined the details given in TENDER Notice and TENDER document for the above project, I/We hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for TENDER and have no further pertinent information to supply.
3. I/We also authorize The SCI Ltd. or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
4. I/We submit the certificates along with details in prescribed format in support of our suitability, technical know-how and capability for having successful completion of projects.

Signature(s) of Applicant(s)
Seal of applicant
Date of submission

ANNEXURE – II

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

(To be executed on non judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address..... who is presently employed with us and holding the position of As our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Tender for **E-Tender for Construction Of Swimming Pool at SCI-MTI Powai.** . including signing and submission of all documents and providing information/ response to Client, representing us in all matters, dealing with Client in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid shall and shall always be deemed to have been done by us.

Dated this the.....day of20...

(Signature of authorized Signatory)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

*Notes: →The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter document(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

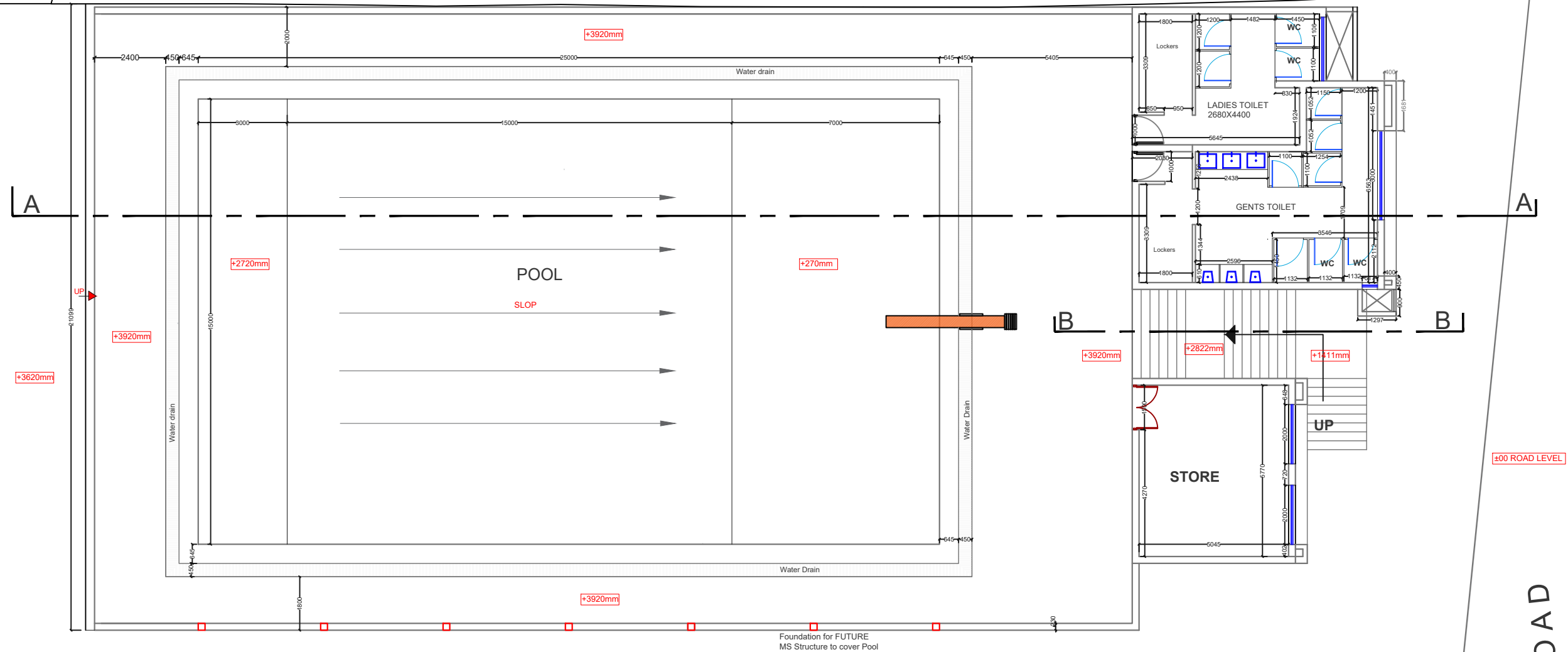
TENDER DRAWING

ANNEXURE – III

Drawing only for tender purpose. It may change during execution.

GENERAL NOTES
ALL DIMENSIONS ARE IN MILLIMETERS.

Issue Record	Approved for Issue
Tender Drawings	✓
As Built	
Working Drawing	
Definitive Design	
Preliminary Design	
Design Development	



PLAN

BOARD

PROJECT TITLE
<p align="center">SWIMMING POOL FOR SHIPPING CORPORATION OF INDIA , AT POWAI TRAINING CENTRE, Mumbai</p>

Work Order Ref : _____

OWNER / CLIENT : _____

**SHIPPING CORPORATION
OF INDIA**

<p>Architects : The design studio</p>	<p>Pushpak & Vidya Dhole Architects, Interior Designers & Project Management Consultants. Andheri (E) Mumbai 59.</p>
--	---

DRAWING TITLE

SWIMMING POOL LAYOUT

DRAWING NUMBER															REV		
T	D	S	-													0	6
DATE			SCALE			STATUS											
26/07/2019			MTC														