



**BID/TENDER DOCUMENT**

**The State Trading Corporation of India Ltd**

**(A Govt. of India Enterprise)**

**JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG,  
NEW DELHI-110001**

**INVITES**

**Open e-bids under two packet bidding procedure**

For

Works of Comprehensive routine operation, breakdown Maintenance of  
Electrical & Mechanical equipment installed in Jawahar Vyapar Bhawan,  
Connaught Place, Delhi

Website : [www.stclimited.co.in](http://www.stclimited.co.in)

*It is to be noted that bidder shall not disclose any Confidential Information to any third party without STC's prior written consent. All Confidential Information is and shall remain the property of the STC which has supplied it to the Bidder and Bidder shall not use, or permit to be used, any Confidential Information of STC other than in connection with the purpose contemplated by this Tender/EOI/Bid Document. Confidential information shall not be limited to the Tender Documents or any Invitation to offer but covers communications between STC and Bidder/s pertaining to the period starting from bidding process and up to selection of the successful bidder or the period as decided by STC at its sole discretion.*

Contact person for any clarification

Rajesh (Manager-Elect.) /R K Avasthi (DGM-Electrical)

The State Trading Corporation of India Ltd.

1-Tolstoy Marg, Jawahar Vyapar Bhawan,

Connaught Place, New Delhi-01

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**Bid Ref: - STC/CO/BLD-E/F01126/2020/D1103**

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**The State Trading Corporation of India Ltd.**

**(A Public Sector Undertaking)**

**NOTICE INVITING E-BIDS**

Bid Ref :- STC/CO/BLD-E/F01126/2020/D1103

1. Bids are invited in two part bidding process **online (e-bidding process)** via open bid process from competent firms, for the work of Comprehensive routine operation, breakdown Maintenance of Electrical & Mechanical equipment installed in Jawahar Vyapar Bhawan, Including Electrical Installation, DG sets, Exhaust fans & Motors, sump pumps, Water supply station, Underground Tube well system, Water Softening System, Fire Fighting System, Sanitary & Plumbing & Plumbing System, Lift Operations, Public Address System and all other allied works associated with it , in Jawahar Vyapar Bhawan, Connaught Place , Delhi.

**The bids have to be submitted on-line only.**

Sr. No.	Particular	Details
1	Bid issue and filling site	www.eprocure.gov.in
2.	Bid document fee	Rs.1000.00 (including GST)
3.	Bid floating date	02.06.2020
4.	Last Date of issue of bid	23.06.2020
5.	Date and time of submission of scanned bid documents with all necessary documents on the e bid portal	23.06.2020, 11:00 AM
6.	Date and time of opening of bid (Technical Bid-Part-1)	23.06.2020 , 11:30 AM
7	Venue of opening	eprocure.gov.in.
8	Date and time of opening of Price Bid of bid ( Part-II)	Shall be intimated later to the successful bidders in technical bid.
9.	Amount of earnest money to be deposited (EMD)	2,25,000=00
10.	Submission of EMD and bidding fees (non-refundable)	The EMD & tender fee (if applicable) have to be deposited online prior to

		<p>closing time of bid, as per below. The details of the same have to be uploaded with tender document.</p> <p>1. Name of Bank :- Indusind Bank, Barakhamba Road, New Delhi-110001</p> <p>2. Name of beneficiary :- The State Trading Corporation of India Ltd., New Delhi-110001</p> <p>3. Account No. :-200000550077</p> <p>4. IFSC:- INDB0000005</p>
11	Contract person details	<p>R.K. Avasthi D.G.M-Electrical, The state Trading Corporation of India Limited, 1-Tolstoy Marg, Jawahar Vyapar Bhawan, C.P. New Delhi Email :- <a href="mailto:rkavasthi@stclimited.co.in">rkavasthi@stclimited.co.in</a>, Ph:- 011-23462400,23701102</p>

**Note :-**

1. Any Deviation from bid conditions shall result into technical disqualification.
2. All the bid documents should be signed by the bidder as a token of acceptance and shall be uploaded in PDF format on-line in two packet system.
3. If the dates mentioned above happen to be a Holiday in STC, the next working day shall be considered as mentioned date.

### **Instruction for filling the e-bid**

1. Bids are invited via open bid process for the works of Supply, Installation, Testing, Commissioning of fire sprinkler, Fire detection & Alarm system etc. after dismantling the existing system at Jawahar Vyapar Bhawan,1-Tolstoy Marg, Connaught Place , Delhi. The bids have to be uploaded on line.
2. Bids have to be uploaded on line only via <https://eprocure.gov.in/eprocure/app> (the e-procurement portal of NIC (<https://eprocure.gov.in/eprocure/app>)). No bids shall be accepted in hard copy or any other form.
3. For submission of e bids, bidders are required to get them registered with NIC's central Public Procurement (CPP) portal ( <http://eprocure.gov.in/eprocure>) using class-II/Class –III digital signature certificate. All the details mentioned during registration / enrolment process should be correct and true. Bidders have to abide by all the terms and conditions mentioned during registration process.
4. The details of financial instrument (Tender fee, EMD) need to be uploaded during the e-bid submission and it should tally with the amount received as required, otherwise, the bid may be rejected.
5. The bidders are required to upload soft copies of all relevant documents.
6. Bidders are advised in their own interest to upload the on line bids well before the bid document submission end date and time ( as per server system clock of CPP). STC shall not be responsible for any delay or the difficulties encountered during submission of bids at the eleventh hour due to any technical or other problems.
7. For any queries relating to the process of online bid submission or queries relating to Procurement Portal (eprocure.gov.in), the bidders may contact CPP Portal Helpdesk on Tel No's.: 1800-3070-2232, 91-7878007972, 91-7878007973, 91-7574889871 and 91-7574889874.
8. Bidders may regularly visit STC website for any information / clarification / addendum / corrigendum etc. related to this bid, processing of bids received, award of job, pre bid meet decisions etc. STC shall not be liable to send any individual information or publish a public notice for any further information regarding this bid in newspapers.
9. Portal for Online Submission <https://eprocure.gov.in/eprocure/app>

10. Scanned copy of all the documents as required for bid submission have to be uploaded online only. No physical submission of documents will be required for bid submission.
11. A bidder may modify, substitute or withdraw its e-bid after submission before the last date and time of bid submission. No bids shall be modified, substituted or withdrawn by the bidder on or after the last date and time of bid submission. For modification of e-bids, bidder has to detach its old proposal from e-bidding portal and upload/resubmit digitally signed modified bid.
12. STC may ask the bidders to submit any or all the documents in original as part of their online bid anytime during the bid process.
13. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words does not represent arithmetically correct total, the amount in figures shall prevail.
14. It shall be the bidder's responsibility to ensure that adequate documentary proof is provided in the bid for each of the technical evaluation criteria. Bidder has to satisfy STC for ensuring sufficiency of documents necessary for tender evaluation at his cost if so desired by STC.
15. The bid document available on e- procurement portal shall be taken as final. STC reserves the right to ask for more document as "Clarification/supporting" only for verification of the uploaded documents. Decision of STC will be final and binding in this regard.

## Definitions

1. "Application" shall mean the request submitted by interested parties for obtaining the bid document against the tender notice inviting bid.
2. 'Bid document or the tender document shall mean the documents (including notice inviting tender-NIT) issued by STC in respect to the bidding to the prospective bidder and the corresponding document submitted by the bidder under his application /"Bid".
3. Security/Earnest Money/EMD" shall mean the amount to be deposited by the Bidder with the Bid.
4. "Bid Validity" shall mean the period for which the Bids shall remain valid.
5. "Bidder" shall mean the party participating in the Bidding process pursuant to and in accordance with the terms of this document.
6. "Contract" shall mean the agreement to be signed between the successful bidder and the nominee of the competent authority on behalf of STC.
7. "Contract Price" shall mean the financial bid of the successful bidder as accepted by the STC.
8. "Date of commencement of work" shall mean the date of start as communicated by Letter of work order.
9. "Defects Liability Period/Maintenance Period" means the period after completion of the contract during which the STC or its authorized representative/Engineer-in-charge will notify to the Contractor any defect noticed in the work and the contractor is liable for, replacing or repair the same as provided under the Terms of the Contract/ Document. Proof of dispatch of letter notifying the defect/intimating the representative of Contractor at site on the last date of Defect Liability period will make the contractor liable for rectifying all such defects.
10. "Engineer in Charge (EIC)" means the authorized representative nominated by STC.
11. "Tender Evaluation Committee" shall mean the committee constituted by STC for the evaluation of the bids.
12. "Letter of Award/Notification of Award" shall mean the letter issued by the STC to the successful bidder inviting him to sign the agreement.

13. 'STC' shall mean The State Trading Corporation of India Limited having its registered office at Jawahar Vyapar Bhawan, 1-Tolstoy Marg Connaught Place, Delhi.
14. "The Contractor" shall mean the sole proprietor, or firm or company, undertaking the works and shall include the legal representative or such successors, heirs, administrators or official assignees of such sole proprietor, partnership or company, as the case may be
15. Engineer-in-charge shall mean the officer designated by STC who shall supervise and who shall be in charge of the work, and issue necessary instructions at the site, on behalf of STC.
16. "Performance Security/Performance Bank Guarantee" shall mean the security amount to be paid by the successful bidder as per relevant clause mentioned in the bid document. provided by the contractor for performance of the contract
17. "Work" means Supply, Installation, Testing, Commissioning of fire sprinkler, Fire detection & Alarm system etc. after dismantling the existing system at Jawahar Vyapar Bhawan, 1-Tolstoy Marg, Connaught Place, Delhi.
18. "Site" shall mean the place where the works under the Contract are to be carried out and the details of which are provided in this document.
19. "Successful Bidder" shall mean the bidder who has been declared technically qualified and whose bid has been accepted by competent authority of STC. The successful bidder has to sign the agreement.
20. "Scheduled Banks" mean Scheduled Commercial Banks of Govt. of India.
21. Order placing authority means: - The officer who is issuing or Placing detailed work order to the contractor
22. GST:-Any tax imposed under the Goods and service Tax.
23. Bill of quantities (B.O.Q.) : - Shall mean the Part of the bid document, wherein Price of the work has to be quoted by the bidder online, same as Price bid or Financial Bid
24. SITC- Supply, installation, Testing and Commissioning



## Tender Evaluation Criteria (TEC)

**NAME OF WORK** :- Comprehensive routine operation, breakdown maintenance of electrical & mechanical equipment installed in Jawahar Vyapar Bhawan, including electrical installation, DG sets, exhaust fans & motors, sump pumps, water supply station, underground tube well system, water softening system, fire fighting system, sanitary & plumbing system, lift operations, public address system and all other allied works associated systems in Jawahar Vyapar Bhawan, New Delhi.

Only those firms will qualify in techno commercial evaluation (Part-1) who possesses the following minimum pre-qualifying requirements. The prospective bidders have to upload self-attested documents in PDF format in support of their qualification.

1. The bidder should have following experience of **Operation and Maintenance** in the following area in any PSU/ GOVT. / Semi Govt./ State PSU/ Govt. Autonomous body during last 7 years preceding from 31/05/2020. The works executed by the contractor may not necessarily be mentioned in single work order; different work order enumerating the works executed shall suffice.
  - (a) DG set of Minimum 500 KVA capacity
  - (b) Electrical Switchgear 3 phase 415V/ higher voltage level,
  - (c) Submersible/Booster / Sump Pumps, “or “Sanitary & Plumbing System
  - (d) Fire Fighting System comprising Fire hydrant /Sprinkler system.
2. A certificate of satisfactory completion by the order placing authority or higher authority shall only be considered against the works submitted for experience purpose at Sr. No. 1.
3. The bidder should be financially capable for execution of the work as per NIT specification.

For this purpose Average annual turnover during last three financial years (2018-19, 2017-18 , 2016-17, ), should be at least Rs 35 Lakhs .

For this purpose, financial statement i:e Profit & Loss account ( P & L) sheet and Balance sheets for above years should be uploaded. These financial statements should be properly authenticated by Chartered accountant.
4. Experience of having successfully completed the similar works amounting (works including any works mentioned at Sr. No 1) during last 07 years counted proceeding from 31/05/20.
  - (a) Three (03) nos. of similar completed works each costing not less than the amount equal to Rs. 42 lakhs

“ Or”

- (b) Two (02) Nos. of similar completed works each costing not less than the amount equal to Rs. 52 lakhs  
“ or “
- (c) One ( 01 ) No .of similar completed work costing not less than the amount equal to Rs. 85 lakhs.

- 5. Bidder must upload the following with the technical bid.
  - (a) Copy of GST Registration
  - (b) Copy of PF registration
  - (c) Copy of PAN card
  - (d) Certificate of Non-Blacklisting /debarring from PSU/Govt. / MNC as per bid document
  - (e) ESI Registration
  - (f) Electrical License from statutory authority
  - (g) Proof of depositing EMD, Tender fee online or Registration with MSME/NSIC for availing preferential purchase policy 2012. (For availing exemption from EMD and bid fee).
  - (h) In case the signatory is other than the contractor Certified true copy of the Power of attorney should be uploaded as a token of authorized signatory. In case of a company, board resolution must be uploaded for the same.
  - (i) Bidder must upload Performa – 2 of tender document, signed and stamped and scanned as a token of Un-conditional acceptance of complete Bid Conditions

Note:-

- 1. The technical evaluation of the bids shall be done on the basis of above criteria. Further the bidder should also follow other terms of the tender documents.
- 2. STC reserve the right to verify the certificate(s) submitted by the contractor directly from the issuing authority/authorities/clients or any other Bidder/contractor/party as deemed fit. Bidder should be in a position to produce the original certificate, if required. The bidder will be liable for verification of the documents, if fails, STC reserve the right to reject the bid at any stage.
- 3. The contractor will have to submit complete details as per KYC format (Know Your Customer) after award of work, without fail. The same is not required at the time of bidding.
- 4. The contractor will submit Labour Licence at the start of the work for the site as per the law

PROFORMA – I

**Letter for submission of bid**

( To be up loaded online after filling , signed , stamped and scanned)

From:-----

To

The Deputy General Manager (Elect.)

General Administration Division-Building Cell

The STC of India Ltd.

Jawahar Vyapar Bhawan

1,Tolstoy Marg, New delhi-110001.

Sir,

1. I/We have examined the conditions as incorporated in the Bid documents for the Execution of work and having visited and examined the site of said work, I/we the undersigned, offer to execute the said works in conformity with the conditions of bid.
2. Should this bid be accepted I/We undertake to commence the work within seven (7) days of issue of the Letter of award for the said work and further undertake to perform whole of the work comprised in the contract for a period of 12 months within the period specified under bid documents/contract. If I do not commence the work at site within 07 days from the date of award of work, STC may take punitive action against me as deemed fit including debarring/ Holidaying / Blacklisting, for 2 years and/or Forfeiture of EMD.
3. I/We agree to abide by this bid for a period of 60 days from the date of opening of Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us.
4. I/We agree to inform you that whenever there is a change in my permanent, correspondence address for communication including electronic mail, I/we will inform STC immediately. I/We also agree that communication through electronic mail as mentioned in my bidding KYC form will be as good as by registered/ speed post

5. I/We agree that unless and until an agreement is prepared and executed, this bid and conditions of the tender document together with STC's written acceptance thereof shall constitute a binding contract between us.

6. I/We understand that STC is not bound to accept the lowest bid and that STC reserve the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award of work, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligations to inform the affected bidders of the grounds for STC's action.

7. Name of the One representative of the Bidder/contractor at site

(a)-----Sign .....

(b)----- Sign .....

Yours Faithfully,

Signature of the Bidder (who will sign the agreement with STC)

Permanent address -----

.....

Local address :-----

.....

Email address .....

Note : The contractor is to fill up the blanks in above form before signing & submitting the bid.

This application is made with full understanding that bids submitted by bidders will be subject to verification of all information furnished for bid evaluation during the bidding process.

Signature of Authorized representative of the bidder.

PROFORMA – 2

**Letter for Un-Conditional acceptance of Bid Document**

(To be up loaded online after filling, signed, stamped and scanned)

The Deputy General Manager (Elect.)

General Administration Division

The State trading Corporation of India Ltd.

Jawahar Vyapar Bhawan,

Tolstoy Marg,

New Delhi-110001.

Subject: - Unconditional acceptance of Bid Conditions

Dear Sir,

1. I/We have read and examined and understood all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
2. I/we undertake to execute the above items strictly in accordance with the requirements and particulars /Specifications stipulated in the bid documents.
3. I/we hereby further undertake that during the said period:-
  - (a) I/we shall not vary/alter or revoke my /our bid during the validity period of Bid after bid submission.
  - (b) I/we have quoted for the complete scope of the said work
4. I/we undertake to abide by the terms and conditions as stipulated in STC bid documents and as amended thereafter before award of work.
5. I/We have not enclosed any condition/deviation to conditions of Bid documents in the envelope containing Price Bid.
6. I/we agree that in an event of conditional bid , the bid is liable to be rejected without assigning any reason whatsoever and the Earnest Money deposit is liable to be forfeited.
7. This undertaking is in consideration of STC to open my bid and considering and evaluating the same for the purpose of award of work in terms of provision of bid documents.

Name -----

Designation-----

PROFORMA – 3

(To be up loaded online after filling, signed , stamped and scanned)

**Past Contractual performance/declaration by the bidder**

This is to certify that We, M/s. \_\_\_\_\_ in submission of this offer confirm that

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the bid evaluation criteria.
2. We do not have records of poor performance such as abandoning the work, not properly completing the contract, work in-completion, fail to comply statutory compliances related to any contract, inordinate delays in completion, litigation history with STC or financial failures etc.
3. Our business has not been banned/ Blacklisted by any Central/State Govt. department/Public Sector Undertakings or Enterprises of Central /State Govt during last 3 years proceeding from the last date of bid submission. .
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We have not submitted any fraudulent document/information either in present or past bids due to which, STC can invokes its right to disqualify us/me or take any action as deemed fit such as forfeiture of EMD/ debarring of business for 2 years.
7. There has been no judgement/award by tribunals/orders if any against us/me pertaining to cheque bounce/dishonour/damage or commercial disputes.

Signature of Authorized representative of the bid

Bidder's stamp

## AGREEMENT

(To be executed on the stamp paper as per Delhi Stamp act)

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, Two thousand .....Between The State Trading Corporation of India Ltd., the Company incorporated under Companies Act, 1956, having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001 (hereinafter referred to as the “**STC**”, which expression shall unless it be repugnant to the context be deemed to mean and include its successors and assigns) on the one part and M/s \_\_\_\_\_ a company registered under the companies act 1956/2013 or a partnership registered under the Indian Partnership Act 1932 or Sole proprietorship registered under the licence no./certificate no. \_\_\_\_\_ (hereinafter referred to as the “**Contractor**”, which expression shall unless be repugnant to the context be deemed to mean and include its successors and assigns) whereas the STC having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 on the other part wherever mentioned as per terms of the bid document and annexures including general conditions and where STC desires certain works to be executed by the contractor viz. “ \_\_\_\_\_ ” in considerations of the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ in words) and subject to such terms and conditions as set out in the bid documents (Bid No. \_\_\_\_\_ dated \_\_\_\_\_ ) which shall form part of the contract.

And where in consideration of the payments to be made by the STC as per terms of the bid document and annexures including general conditions, the contractor hereby agrees with the STC in furtherance of the bid document and annexures including general conditions, to perform the work of Comprehensive routine operation, breakdown Maintenance of Electrical & Mechanical equipment installed in Jawahar Vyapar Bhawan, Including Electrical Installation, DG sets, Exhaust fans & Motors, sump pumps, Water supply station, Underground Tube well system, Water Softening System, Fire Fighting System, Sanitary & Plumbing works Lift Operations, Public Address System and all other allied works., in conformity with the provisions of this agreement.

And where the STC per terms of the bid document and annexures including general conditions, agrees to pay the contractor in consideration of the

performance of the work of Comprehensive routine operation, breakdown Maintenance of Electrical & Mechanical equipment installed in Jawahar Vyapar Bhawan, Including Electrical Installation, DG sets, Exhaust fans & Motors, sump pumps, Water supply station, Underground Tube well system, Water Softening System, Fire Fighting System, Sanitary & Plumbing works Lift Operations, Public Address System and all other allied works. Such amounts as may become payable under the provisions of the agreement at the times and in manner prescribed by the agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

That the terms and conditions in the bid documents( Annexure-A) and award letter (Annexure-B) No. \_\_\_\_\_ dated \_\_\_\_\_ shall form integral part of the agreement and all the terms and conditions of Bid Documents/ Award letter shall be deemed to be the terms and conditions of this agreement.

For the sake of brevity the same are not reproduced herein and are placed as annexure- A and Annexure – B of this agreement and shall be binding on both the parties.

This agreement shall be binding upon and inure to the benefits of the parties and their respective successors and permitted assigns.

ACCEPTED AND AGREED as of the first date above written by the following authorized party / representatives.

Signature of the Contractor

Name:

Designation:

Signature of the representative of STC

Name:

Designation:

In the presence of

Signature

Name:

Designation:

Signature

Name:

Designation:



## **General Conditions of Contract**

### **Section "A"**

#### **INSTRUCTION TO BIDDERS:-**

**DEFINITION:** - The term 'Corporation or STC or STC of India Ltd. wherever appearing in this specification would mean The State Trading Corporation of India Limited and shall include the nominated person authorized to place an order under prescribed specification.

#### **1.0 PREPARTION OF BID:-**

- 1.01 Before submission of the bid, the Bidders are requested to have themselves fully conversant with the Tender Evaluation Criteria "specification, nature of work, the site conditions and general conditions of contract etc., so that, no ambiguity arises at a later date in this respect. They may visit the site for seeing the actual working conditions and the nature of work.
- 1.02. Only such persons/firms/company need to submit bids which meets the Tender evaluation criteria as laid down in the bid documents and which can submit satisfactory evidence in that regard.
- 1.03 The Corporation reserves the right to revise, amend or cancel the bid documents prior to the date notified for closing to the bids & also the right to postpone the date for presentation and opening of bid without assigning any reason.
- 1.04 The terminated/debarred/ Black listed bidders from any Govt./Semi Govt./ PSUs are not allowed to participate in the bid ( as per Performa 3 ).
- 1.05 If the Bidder deliberately furnishes wrong information in his bid, the bid would be liable to be rejected out rightly at any stage and the security deposit and/or EMD shall be forfeited and/or may be debarred for business for 2 years.

- 1.06 Bid document are not transferable. JV (Joint Ventures) firms/companies are not allowed to participate in the bid. Not more than one bid for the work shall be submitted by one contractor.
- 1.07 The Corporation shall not be liable for expenses incurred by the Bidder in the preparation of the bid whether the bid is accepted or not.
- 1.08 Bids containing any alterations/cuttings/marks of eraser etc even if accompanied by signature shall be liable to be rejected on such grounds.
- 1.09 Successful L-1 (First Lowest) bidder shall be decided on the basis of price quoted in the price bids section.
- 1.10 Bids submitted by courier/post / manual submission shall be rejected. Only electronic submission (online) is accepted.
- 1.11 Part Bid submissions shall be rejected. .
- 1.12 The bid is to be furnished in two parts i.e. PART-I (Techno-commercial bid) & PART-II (Price Bid); All the bid document digitally signed accompanied by documents in support of tender evaluation criteria / bid enquiry, scanned copy of financial instrument (for EMD and bid fee) should be uploaded to the <https://eprocure.gov.in/eprocure/app> . Price bid section ( Part II) has also to be uploaded in PDF format on e-mode only in separate folder (online). No other document has to be attached with Price bid.
- 1.13 The Part-I i.e. Techno-commercial Bid (also called Technical Bid) will be opened on the scheduled date and time online.
- 1.14 The bidder who's Part-I (Techno-Commercial bid) bids have been found acceptable, shall be intimated via e-procurement portal for opening of price bid opening.
- 1.15 Intimation regarding date, time of opening of price bid shall be intimated online to the technically qualified bidders.
- 1.16 STC reserves the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award the work without thereby incurring any liability from the affected bidder or bidders

nor shall STC have any obligations to inform the affected bidder or bidders of the grounds for STC's action.

1.17 STC reserves the right to nominate or replace the Engineering in charge during the currency of contract period or during the bid process.

1.18 The Contractor shall fill in the rates tendered in figures as well as words. The amount of each item should be worked out and the requisite total given. The bidders who do not fulfil these requirements, their tender is liable to be summarily rejected.

1.19 No alteration is to be made by the bidder in Notice inviting tender, instructions to the Contractors, in the contract form, in the conditions of contract, in the drawings, in specifications or in quantities, and if any such alterations are made or any special conditions are attached, the tender is liable to be rejected.

2.0 Earnest Money Cost of bid document:-

2.01 Before submitting the bid, the Bidder will have to deposit EMD, Tender document fee, online prior to closing time of bid, as per below details. The details of the same have to be uploaded with tender document.

1. Name of Bank : IndusInd Bank, Barakhamba Road, New Delhi-110001.
2. Name of beneficiary: The State Trading Corporation of India Ltd., New Delhi-110001.
3. Account No.: 200000550077
4. IFSC: INDB0000005

2.02 Any bid not accompanied with EMD or cost of bid document is liable to be rejected unless they are exempted under any notification / rule. Those bidders exempted for depositing EMD / tender fee have to upload scanned copy of relevant certification of the same.

2.03 In case of unsuccessful bidders the earnest money will be refundable on application after award of work to the successful bidder. Bid document fee is non-refundable.

- 2.04 Request for adjustment/appropriation of earnest money/deposits if any already lying with the Corporation in connection with some other bid/orders/works shall not be entertained.
- 2.05 No interest shall be payable on earnest money deposits.
- 2.06 Participation in the bid process without cost of bid document and/EMD shall be permitted only for those Bidder/contractors who are exempted/notified via any statutory/ Govt. body. Those bidders should deposit the concerned notice /document/Certificate showing exemption, along with the bid submission. Purchase and Price Preferential policy 2012, as declared by the Central Govt. regarding MSEs (Micro and small Enterprises) /MSMEs / NSIC shall be followed for exempting bidders for EMD, Tender fee.
- 2.07 The bidder shall treat the details of specification and other bid documents as private and confidential and they shall not be reproduced anywhere without the written authorization of the Corporation.
- 3.0 **RECEIPT OF BIDS:-**  
The bids should be filled on line as detailed above. No other form of bid/document submission shall be accepted.
- 4.0 **DEVIATIONS:-**  
Bids containing deviations from the specifications and general condition of Notice for invitation/contract shall be liable to be rejected.
- 5.0 **VALIDITY OF BID:-**  
The bid shall remain valid for 60 days which will reckon from the date of opening of technical bid. Bids once opened cannot be withdrawn by the bidder at any stage. Bidders mentioning a shorter validity period than specified are liable to be rejected. In case validity period is not stated it will be presumed that the bid is valid for 60 days without obtaining any confirmation from the bidder.

6.0 **CANVASSING:** - No Bidder shall canvas any official/Officer with respect to his or other bid. Contravention of the condition will result in rejection of the bid.

7.0 **INSPECTION OF SITE**

Any site information given in this document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost at his/their own responsibility. Bidder is advised to obtain relevant information that may be considered necessary for preparing /participating in the Bid enquiry and entering into a Contract with STC, including availability of electricity, water and drainage or any other parameter which may be an integral part for the successful completion of the work. The contractor is free to raise any clarification /doubts regarding scope of work/ scope of supply etc prior to last date of seeking clarification "as per tender terms". STC shall not be liable for any costs for such activities performed by bidder

8.0 **ENTRIES**

All the entries in the tender documents must be in English. Any tender in whom there is over writing or marks of erasure is liable to be rejected. Tender containing any alterations/cuttings/marks of erasers etc. even if accompanied by signatures shall be liable to be rejected on such grounds. Price Bid to be filled up in figure and words for rate and amount of each item.

9.0 STC requires that the Bidders observe the highest standard of ethics during the bidding process. In pursuit of this policy, the following are defined:

(a) **Corrupt Practice:** The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.

- (b) **Fraudulent Practice:** A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (c) **Collusive Practice:** A scheme of arrangement between two or more bidders, with or without the knowledge of STC, designed to establish bid prices at artificial, non-competitive levels.
- (d) **Coercive Practice:** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

STC will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

10.0 **Price Bid /Bill of quantities(B.O.Q.) /Financial Bid**

Before quoting in the Price bid section, it will be assumed that that the contractor has understood all the terms and condition of the contract and site conditions without any ambiguity. The contractor will be solely responsible for the quoted rates. The decision of L-1(First Lowest Bidder) will be the criteria for the award of the work after price bid opening. However, following should be taken in to consideration before quoting the Price bid.

1. GST Goods and service tax will be paid extra as per terms
2. No other format of price submission shall be accepted.
3. The bidder is required to quote for the complete work, though STC reserve the right to award the work in full of in part.
4. Bidder quoting for only one part of the tender shall not be considered.
5. The offer shall be valid for 60 days from the date of tender opening.
6. Leaving an unfilled entry in the price bid against any term shall mean as Zero cost and the bid shall be evaluated accordingly. It is assumed that the contractor has already taken the cost of this item in any other item, without any changes in the scope of work.

## **GENERAL CONDITIONS OF CONTRACTS**

### **SECTION – B**

The bidder shall be deemed to have carefully examined & made himself fully conversant with the general conditions, specifications, schedules, scope of work and site conditions etc. before submitting the bid. If he has any doubt as to the meaning of any portion of the general and special conditions of bid specifications or about any point regarding site conditions, he may seek necessary clarification before submitting his offer/bid from the State Trading Corporation of India Limited.

#### **1.00 ACCEPTANCE OF BID:-**

The order placing authority is not bound to accept the lowest bid or any other bid and may accept or reject any bid, and/or annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidders nor shall STC have any obligation to inform the affected bidder or bidder of the grounds for STC's action.

#### **2.0 CONTRACT DOCUMENT AND AGREEMENT:-**

The order placed under these specifications shall be governed by terms and conditions as incorporated in this tender document specifications and as given in the 'Work order' and its Annexure (s). The terms and conditions specified in this section if differ from the terms as indicated in the work order and its Annexure(s), the later shall prevail. The contract shall for all purpose be construed according to the laws of India and subject to jurisdiction of courts of New Delhi only. For the due fulfilment of the contract, the contractor shall execute an agreement in duplicate in the prescribed format (attached in the bid document) on non-judicial stamp paper worth **Rs. 100/-** (Purchased on the name of "The State Trading Corporation of India Limited" by the contractor). Such agreement shall be executed & signed by the authorized representative of competent authority of the contractor on each page thereof. The original copy is to be executed on the non-judicial stamp paper. The remaining copy may be executed on simple paper. Such complete agreement along with the contract documents shall be required to be submitted to the order placing authority

within a period of 15 days from the dispatch date of the order from this office. No payment to the contractor shall be released by STC without execution of the agreement. One copy of the accepted agreement duly signed by order placing authority shall be given to the contractor for his reference.

The contract documents shall include the followings:-

- (i) Contract agreement.
- (ii) Order and its annexure.
- (iii) NIT and bid document

All the charges in respect of execution of the contract agreement shall be borne by the contractor.

### **3.00 CORRESPONDENCE:-**

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions, contract documents, scope of work etc, should be addressed to the Deputy General Manager-Elect., STC of India Ltd. New Delhi.

### **4.00 CHANGE OF NAME OF BIDDER / CONTRACTOR:-**

- 4.01 At any stage after bidding, the order placing authority shall deal with bidder / contractor only in the name and at the address under which he has submitted the bid. All the liabilities / responsibilities for due execution of the contract shall be that of the contractor. Under no circumstances he shall be relieved of any obligations under the contract. The order placing authority may however, at its discretion deal with the agent / representatives / sister concern and such dealing shall not relieve the contractor from his responsibilities / obligations / liabilities to the STC of India Ltd. under the contract. Any change/ alteration of name / constitution / organization of the contractor shall be duly notified to the order placing authority. Order placing authority reserves the right to terminate the contract in case of such notification. In the event of such termination, the STC of India Ltd. may get the portion of work or whole piece of work, not executed by the contractor or done in violation of the contract; get it executed from elsewhere at the



risk and cost of the contractor. In such condition, security deposit of the contractor will be forfeited.

**5.00 SUB-LETTING:-**

The contractor cannot sublet the contract without the consent of, The STC of India Ltd. in writing.

**6.00 INTERPRETATION OF CONTRACT: -**

The contract shall in all respect be deemed to be and shall be construed and interpreted in accordance with the laws on India.

**7.00 ACCEPTANCE OF THE ORDER:-**

The acceptance of the order by the final bidder should be conveyed to the order placing authority within 10 days of receipt of the order failing which it will be presumed that the terms and conditions incorporated in the order have been accepted by the contractor.

**8.0 SECURITY DEPOSIT:-**

8.1 The successful bidder shall have to deposit a security amount @ 10% of the contract value for one year contract period which should be deposited online as per details given in tender document within 07( seven days ) after award of work. Amount of Earnest Money Deposited (EMD) shall not be adjusted in this Security deposit amount and will be returned on request of the bidder. In case of non-deposition of security deposit as mentioned, STC reserves the right the cancel the bid and EMD deposited will be forfeited, further such contractor will be debarred for business for 2 yrs. STC reserves the right to recover the cost of publication of advertisement from any other deposits of the debarred firm.

8.2 Unless otherwise specifically required to be retained / forfeited by STC of India Ltd. in part or full, the security deposit shall be refundable on the request of the contractor after one year of completion of the entire contract **to the satisfaction of the STC of India Ltd.** and on submission of annual return of EPF, ESI, Other statutory dues, and annual contribution slips of individual workers engaged during the term of contract. STC reserves the

right to get cross check the validity of deposition of statutory dues in respective statutory body(s) at contractor's cost.

8.2.1 If the contractor fails and neglects to observe or perform any of the obligation/conditions under the contract it will be lawful for the STC of India Ltd. to forfeit either in whole or in part, at its absolute discretion, the security deposit and/or other dues to STC of India Ltd., furnished by the contractor.

8.3 No interest shall be payable on such security deposit.

## **9.0 FORCE MAJURE CONDITIONS:-**

For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of STC or the Contractor, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

The party which is unable to fulfil its obligations under the present contract must within 24 hours from the day of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the circumstances referred to above, which are responsible for causing delays in performance of the contract.

The party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

The failure of either party to fulfil any of its obligations under this contract shall not be considered to be a breach of, or default under the Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contract.

Notwithstanding the above, in case of Strike /Labour dispute that prolongs beyond a period of 48 hours, the Contractor is required to inform STC about the same, on account of which STC reserves the right to get the work done from any other agency at the risk and cost of the Contractor.

#### **10.0 CONTRACT PERIOD:-**

The contract period will be **one year** from commencement of the work.

STC of India Ltd. reserves the right to extend it for an extra period of one year or till the new contract gets finalized whichever is earlier on mutual consent, on the same terms & conditions.

#### **11.0 MODE OF PAYMENT:-**

11.01 The contractor will submit the monthly bill in duplicate to Engineer In charge of work. The same will be verified by Engineering section and will be forwarded to Finance wing of STC of India Ltd for releasing the payment through RTGS mode. The Bank fee for this RTGS facility shall be borne by the contractor. The Contractor shall have to submit the following self-attested documents along with the bill:

1. Self-attested copy of bank Challan of PF, ESI Deduction and deposited in the bank/ statutory body of one month before.
2. Monthly attendance sheet of workers of present month
3. Monthly statement/ return of PF, ESI contributions with name of workers & PF Account numbers etc. and PF, ESI undertaking in duplicate of one month before payment sheet of one month before.
4. Self attested copy of labour license.
5. Self attested copy of insurance cover note.
6. Undertaking in respect of depositing GST (Goods and service Tax) regularly by Contractor as per norms.

The Contractor will have to provide Pay Slip to every labour/ worker every month at the time of payment indicating PF A/c No. with PF Deduction amount and amount of Overtime as per Labour laws. The firm has to make regular payment of workers through online except during emergency conditions such as due to inadvertent delay in account opening either from worker or from contractor.

STC reserve the right to get the records cross checked from the originals.

11.02 100% payment after making necessary deduction (towards S.D., I. Tax & other if any) shall be made by STC against satisfactory performance of work done on monthly basis on the recommendation of the Engineer in charge. Under no circumstances, the contractor shall withheld/ delay the wage payment of workers for want of release of payment /reimbursement from STC.

## **12.0 RATES:-**

12.01 The contract is comprehensive in nature. The firm has to complete the works through competent persons along with supply of material and both these are inseparable components. The quoted rates shall be firm in all respect inclusive of all taxes, duties, labour charge, T&P, consumable, insurance, statutory levies except GST. GST shall be paid extra by STC of India Ltd. as per extant rules, subject to furnishing of documentary proof. The payment to the contractor shall be lump sum amount including all and no extra payment shall be made on any part of the work.

12.02 The contractor shall pay minimum wages to their employee/workers as per Central Govt. Rules along with the stipulated PF and ESI as per the extant rules and regulations as amended from time to time.

12.03 The contractor will have to get themselves registered under GST, Labour department (for engaging labourers at site) before start of work and will submit the documentary proof of monthly deposit of GST, and also give an undertaking that if the GST deposited is refundable on any grounds by Concerned Govt. Dept. the same shall be deposited in STC of India Ltd and further if ITC (Input Tax credit) is availed for procuring

material/services by the contractor, the same will have to pass on STC under anti profiteering clause of GST.

12.04 Any **new** statutory duties /levies/ taxes imposed or the variation in rates of the existing duties/levies/ taxes by Gazette Notification during the contract period, shall be borne by STC of India Ltd on documentary evidence but if the variation is effective during the delayed/extended period of execution for reasons attributable to the Contractor, the same shall be borne by the Contractor only.

**12.05** In the event of revision of minimum wages or any statutory dues by Central Govt., or introduction of new statutory payment, the contractor shall have to comply with the statutory requirement and which will be reimbursed/ deducted by STC corresponding to hike or reduction respectively in rates of the statutory item. The maximum reimbursed amount will be corresponding to the minimum number of man power as described in tender document (35 Nos.) during the currency of the contract.

12.6 The contractor will be bounded to comply the various labour Acts in this contract. The deployed man power will have no rights to absorb in STC in any manner directly/indirectly.

**13.0 LIABILITY OF THE CONTRACTOR:-**

The contractor is required to carry out the works as per direction of Engineer in charge and the bid terms and conditions. The Engineer-in-charge or his representative will check the work before any recommendation to STC for releasing payment to the Contractor.

**14.0 WAGES :-**

Contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7<sup>th</sup> of the following months to the personnel deployed by him as per statutory provisions and shall fully comply with the rules laid under payment of wages act and enforced from time to time, irrespective of the payment released from STC. The contractor shall keep an up to date account of deployment of labour and payment of their wages etc, which will be produced for inspection to the Engineer-in-charge/representative as and when desired by him.

The Contractor shall have to give statutory Bonus to their workers/ labour as per provisions of Bonus Act.

The Contractor will pay Overtime to the workers as per prevailing rules and no extra payment shall be made to the contractor on this account.

The STC of India Ltd. shall not be responsible in any manner for any Act or Omission of the workers engaged by the contractor and the contractor shall indemnify STC in this regard. No claim in this regard shall be entertained by STC of India Ltd. If by virtue of any law in force if STC of India Ltd. is made to pay any amount by way of penalty / damage / fine etc. the same shall be recovered from the Contract's dues.

#### **15.0 PROVIDENT FUND (PF) & ESI :-**

The contractor shall have to get himself registered with the concerned PF commissioner before start of work.

The contractor shall have to submit a certificate every month to the Engineer In charge that he has an establishment covered under the Employees Provident Funds and Miscellaneous Provisions Act 1952, and has a separate code number with the provident fund commissioner and also that the provident fund contribution in respect of all the employees employed by him, under the contract, along with employer's share of contribution etc, has been deposited with the Provident Fund Authorities and shall also submit certified photo copies of the Bank Challan of deposits with all relevant details.

In absence of above, the contractor shall deposit employee's as well as employer's contribution / other charges in the respect of all employees engaged by him for the said work with STC of India Ltd. along with the details of the employees, their wages and the amount of contribution as per PF rules every month. In case of failure, STC of India Ltd. shall be entitled to withhold 25% from the amount of his bills till the regularization of such discrepancies.

The Contractor shall give annual contribution slips of individual workers engaged during the term of contract as issued by PF department.

Contractor shall be responsible to make deduction towards the contribution of provident fund (PF) from such contract labour engaged by him who may be covered under provident fund Act.

Contractor shall arrange to open PF accounts in the name of the labour engaged by him immediately from first month after deployment of persons at his own cost.

**16.0 EMPLOYEES STATE INSURANCE (ESI) :-**

It is sole responsibility of the contractor to get his workmen insured under Employees State Insurance Act (ESIC) 1948 & 1950 workmen compensation Act & Rules, while at work, as required by relevant rules and regulations of workmen compensation and shall pay compensation, as per Act and provision / rules made there under and as amended from time to time.

**17.0 ISSUE OF GATE PASSES, UNIFORM, SHOES TO WORKERS ENGAGED BY CONTRACTOR:-**

After award of the contract, the successful bidder will furnish the list of Supervisor and labourers to be engaged by him indicating their particulars with passport size photo graph to the Engineer-in-charge for arranging gate passes which should be required to be produced for security check every time before entry into the Jawahar Vyapar Bhawan. The said gate passes should always be displayed by the labour during working hours in the Jawahar Vyapar Bhawan.

Contractor shall submit ID proof of each employee duly issued by him and attested by STC. Contractor shall also get ID verification through local police authorities and submit the same within one month period from the date of commencement of work order if required for security purpose by STC of India Ltd. time to time.

**Contractor should ensure that the engaged man power should wear the uniform while on duty, issued by him per year (at no cost to STC) during the currency of the contract with the badge of his firm. No manpower would be allowed on duty without uniform.**

**The firm would also disburse a pair of safety shoe per year at the start of the contract within one month for the engaged labour at no cost to STC. No manpower would be allowed on duty without safety shoes.**

**18.0 OBLIGATION OF THE CONTRACTOR:-**

18.01 The contractor's labourers shall be provided with the material / T&P required for the work during the entire period as prescribed in bid

document. All the tools and materials shall be provided by the contractor for manual loading / unloading and transportation of material. One person will be nominated as supervisor by the contractor and the supervisor will keep contact with Engineer-in-charge at all time and comply with the instructions as given by the Engineer-in-charge or his authorized representative in relation to execution of work.

18.02 The contractor shall coordinate daily with the Engineer In-charge so as to provide maintenance works assistance as may be required. The routine maintenance work shall be planned one day in advance. However the breakdown works shall have to be attended at short notice and at any time as per direction of Engineer-in-charge.

18.03 The normal working hours in Jawahar Vyapar Bhawan (JVB) shall be generally from 9.00 AM to 5:30 PM or as prescribed by the Engineer In-charge in general shift. However the work may also be required to be done in one or more shifts round the clock in case of emergency breakdowns or as required for running of systems of Jawahar Vyapar Bhawan smoothly.

18.04 The contractor shall depute required workers for providing assistance for routine, breakdown and capital maintenance work. The work may be carried out at any place / site in JVB. The work shall be carried out through experienced persons duly approved, who are conversant with the nature of work involved. In case any worker/personnel is found unsuitable against work by the same shall be replaced by another suitable person without any cost to STC.

**19.0 TOOLS & TACKLES, EQUIPMENT: -**

All required tools, tackles, equipment for carrying out the works shall be arranged by the contractor at his own cost. Any damage to the STC of India Ltd shall be recovered from the contractor.

**20.0 CONSUMABLES: -**

All the consumable such as rope, spanners, pliers, hacksaw blades, soap cakes, waste cloth, gunny bags, cotton waste, screw driver, torch, tester hand gloves, battery cells insulation tape, cotton tap, multi-meter, testing lamp and cell, Sanitary & Plumbing & Plumbing, carpentry tools etc. shall be arranged by the contractor at his own cost for necessary maintenance purpose and the same shall be kept in ready stock by contractor.



**21.0 CONTRACTOR'S RESPONSIBILITY:-**

- 21.01 Supervision and control of the work / job will be contractor's responsibility.
- 21.02 Contractor shall be solely responsible to obtain and abide by all necessary licenses / permissions from the concerned authorities as required under the various Labour laws, legislations including Labour license from the competent authority under the **Contract Labour(Regulation and Abolition) Act, 1971.**
- 21.03 Supervision, control and regulation of condition of the workmen engaged by the contractor shall be his responsibility and STC Of India Ltd. will have no direct connection with the workers of the contractor.

**22.0** The work / job shall be executed exclusively in accordance with details, instructions as specified by the Engineer-in-charge. Contractor shall be bound to discharge its obligation in compliance with various statutory enactments including Employees State Insurance Act, 1948, Employees Provident Fund And Misc. Provisions Act, 1952, Factories Act, 1948, Industrial Disputes Act, 1947, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, The Trade Unions Act, 1926, Laws related to wages, Laws related to child labour, Law related to contract labour, Maternity Benefit Act, 1961, Payment of Wages Act. 1936, Minimum Wages Act. 1948, Employees liability Act. 1938, any modification/amendment thereof and any other law relating thereto and rules made there under from time to time.

**23.0** The Contractor shall ensure checking of all relevant records by Labour Inspector, PF Inspector once in a year/ as desired by concerned Officer and submit the report of the same to Engineer In charge.

**24.0 Maintaining Records as per the Factories Act. 1948 / Labour Laws:**

The contractor shall maintain the following records and shall make it available for verification, inspection as per The Factories Act. 1948/ Labour Laws as and when asked by the Engineer In charge. The Contractor shall adhere to labour laws of state/central Govt. and other statutory laws/rules such as:

- Payment Register/wages slip.

- Overtime Register in Form No.11 /OT slip/OT card.
- Actual worker register in form No. 13.
- Attendance Register.
- Leave with wages register in form No. 16.
- Register of compensatory holidays in Form No.10 (Prescribed under rule-81)
- Notice of periods of work for adult worker in Form No.12(Prescribed under rule-84)
- Health check-up register of worker employed in Form No.19 (Prescribed under rule-14)
- Register of leave book in Form No.17 (Prescribed under rule-93).
- The Contractor shall have to provide mobile phone with incoming & outgoing facility to their Supervisor during execution of work. The complete details having name of Supervisors with Mobile number is to be given to Engineer In charge before start of work. If there is any change, the same shall be communicated in advance to the Engineer In charge. The workers should be asked to give their mobile number to the Engineer In charge. As per statutory norms, Fire officer (having minimum qualification as retired officer from armed forces / Diploma in fire safety) is mandatory.
- The Contractor shall remove all T&P and material from Site after completion of work and same shall be deposited in Contractor store etc. The scrap material shall be the property of the contractor if the material was being provided by the contractor for replacement otherwise it will be property of STC. The same shall be deposited by the Contractor in the respective Contractor's / STC's Stores/ Site Stores within 3 days after completion of the work as per direction of Engineer In charge.
- The waste material shall be disposed off by the Contractor within 3 days after completion of the work as per direction of Engineer In charge.
- The work area under the contract of the Contractor shall remain always clean at any time during the contract period. The contractor will arrange necessary T&P and labour for cleaning of work area and equipment etc. as per direction of Engineer In charge.

- The Contractor shall have to carry out works instructed during Sunday [weekly offs and Gazetted holidays too] if the need arises at site at no cost to STC.

On failure of the contractor in complying with any of the directions in the tender document, the STC of India Ltd. may at its discretion either cancel the contract or impose such penalty as deemed fit, which may be recovered from the security deposit or other claims payable to the contractor against this contract or any other payment due to him and/ or may take legal recourse for such recovery. The decision of the General Manager (GAD) shall be final and binding on the contractor.

- The Contractor will also take proper care for other equipment nearby to the working place and will also ensure **no damage is caused to them.**
- The Contractor will also ensure proper fencing/ to cover the openings/dug-out and to put Sign Board [For Dangerous/ Work in Progress] at the place, to avoid any incident before leaving the work under pending.

#### **25.0 CONTRACTOR'S RESPONSIBILITY TOWARDS THEFT: -**

The contractor will be responsible in case he/they or their workmen are found committing theft. The FIR will be lodged with police against the delinquent(s) & concerned contractor & penalty of **Rs. 5000/-** (Rs. Five Thousand Only) will be imposed/ recovered in each case as token penalty beside the recovery. However, in case of more than three such incidents takes place then in such situation the contractor will be black listed and no contract shall be awarded to him for a further period of three years & all the existing contracts will be liable to be cancelled.

#### **26.0 MEDICAL CHECKS UP & CARE:-**

The contractor shall be fully responsible for providing safety equipment, First Aid and emergency medical treatment to his employees. The contractor shall make necessary arrangement for this purpose.

The contractor shall submit health check-up report in form No.19 of workers employed by him at least once in twelve months period.

Free and Comprehensive medical treatment to be provided by the Contractor to all workmen found to be suffering from an occupational disease, ailment until cured or until death. Services of the workmen not to be terminated during illness and to be treated as if on duty.

Compensation to be paid by the contractor to workmen suffering from any occupational disease, ailment or accident in accordance with the provisions of workmen's Compensation Act 1923 or ESI scheme as effective during the contract.

#### **27.0 SAFETY DEVICES: -**

The contractor shall provide all the required safety appliances to the workers / staff as may be warranted for safety of the workers during the course of the work. Safety devices like Safety belt, Safety Helmet, Safety Shoes, Ear protector, welding glass, welding gloves, Asbestos gloves etc. shall be provided for use by workers during work.

The contractor shall provide personal protective equipment conforming to the IS mentioned below -

**(a) Safety helmets conforming to IS-2925: 1984**

**(b) Safety Belts conforming to IS-3521: 1983**

**(c) Eye and face protection devices conforming to IS-8520:1977 and IS-8940:1978**

**(d) Hand and body protection devices conforming to**

**(1) IS-2573: 1975**

**(2) IS-6994: 1973**

**(3) IS-8807: 1978 (4) IS-8519: 1977**

#### **28.0 LIABILITY FOR DAMAGES: -**

28.01 If due to contractor's negligence and / or non-observance of safety and other precautions, any accident / injury occurs to any other person / public, the contractor shall have to pay necessary compensation & other expenses.

28.02 If due to contractor's negligence and/ or non-observance of safety precautions, damage is caused to the property of STC of India Ltd. , the

same shall be recovered from the running bill of the contractor or from his security deposit.

**29.0 WITHHOLDING PAYMENT:-**

The STC of India Ltd may withheld the whole or part of any payment for work claimed by the contractor, which in the opinion of the order placing authority is necessary to protect STC from loss on account of: -

- A. Defective work not remedied or guarantees not met.
- B. Claims filed against the contractor.
- C. Failure of the contractor to make due payment for material or labour employed by him.
- D. Damage to another contractor's/ STC of India Ltd's property.
- E. Insufficient / Unsatisfactory progress.

When grounds for withholding of payment are removed, to the satisfaction of Engineer in charge /order placing authority the payment of the amount due to the contractor shall be arranged by the STC of India Ltd.

**30.0 REGARDING PERSONNEL OF CONTRACTOR: -**

30.01 The Engineer in charge shall be at liberty to object about the working of the Supervisor or any person employed by the Contractor for execution of work on account of misconduct / incompetence /negligence by way of Notice in writing addressed to the Contractor. On receipt of such Notice from Engineer in charge, the Contractor shall remove the person so objected and shall provide a suitable replacement within 24 hours of such Notice at its own Cost and expense

30.02 Contractor/ his representative / supervisor shall abide by all general rules and regulations in force on the site and to any special conditions imposed by the local administration. The general discipline of the Jawahar Vyapar Bhawan shall be maintained.

**31.0 PENALTY FOR DELAY IN EXECUTION OF WORK.**

Contractor has to discharge his duties timely as per terms & conditions laid down in the contract. In case of any default or delay on the part of the contractor for not completing the work in time as per requirement of work, recovery shall be made from his running bills as described below.

- 31.01 In case the contractor does not supply the required T&P and / or consumables, a deduction at the rate of Rs. 5000/- per day shall be made for the period in which contractor becomes defaulter to the maximum limit of 10% of the contract value.
- 31.02 In case the contractor does not provide **supervisor / Fire officer** to meet the requirement of contract at work site a deduction at the rate of **Rs. 1000/-** per day shall be made for the period in which contractor becomes defaulter to the maximum limit of 10% of the contract value. In case contractor deploys lesser number of other man power as compared to minimum needed in tender document , a penalty of Rs 500/per person per day will be imposed along with the deduction of wages of that man power during the absence period.
- 31.03 In case of breakdown / shut down /emergency maintenance work of which the contractor fails to do any work or part thereof due to his negligence within the prescribed time period given by the Engineer In charge, STC will be at liberty to recover penalty from the contractor @ **½ % per hour** after stipulated time subject to a **maximum of 10%** value of the particular work as per the decision on Engineer In charge. The decision of Engineer in charge will be final and binding.
- 31.04 In case of Maintenance work to be done daily and found incomplete during checking due to one or other reasons, the suitable penalty as decided by the Engineer In charge, maximum up to 10% of the contract value, shall be imposed till the work completed to the full satisfaction of Engineer-in-charge. The decision of Engineer in charge will be final and binding.
- 32.0 ACTION FOR NEGLIGENCE AND DEFAULT OF CONTRACTOR**
- 32.01 If the Engineer-in-charge feels that the work is important and of emergent nature and no extra time is admissible even on penalty basis, the work of breakdown/exigencies shall be done through another agency at the risk and cost of the contractor and the extra amount involved in attending to such breakdown/exigency will be borne by the contractor.
- 32.02 If it is found that the lapse on the part of the contractor are repeated every day and there is no improvement in the work in-spite-of informing the contractor by Engineer-in-charge verbally and /or in writing form time to time and/or also making deductions under aforesaid clause, the order

placing authority in addition to exercising his option to terminate the contract by serving 7-days' notice to the contractor can get the work done from other agency at the risk and cost of contractor and shall also reserve the right to recover losses from running bill of the contractor and / or security deposit or otherwise.

**33.0 ENGINEER IN CHARGE: -**

The work shall be carried out under the guidance of the DGM – Elect., STC of India Ltd., New Delhi (who is the Engineer in charge of this contract) and his authorized representative Chief Manager/Manager (Electrical).

**34.0 TAX DEDUCTIONS: -**

The tax deduction at applicable rate from time to time shall be made from the running bills of the contractor by the Finance wing of the STC of India Ltd., New Delhi.

**35.0 DISPUTES: -**

(a) In case of any dispute, the matter shall be referred to the Director (Personnel), STC of India Ltd, New Delhi and the decision given by him shall be final on both the Parties.

(b) ARBITRATION:

All disputes or differences whatsoever arising between STC and the contractor out of or relating to construction, meaning and operation or effect of this agreement or the breach thereof if not settled through conciliation, shall be referred to arbitration as per rules of Indian Council Of Arbitration, New Delhi and the award made in pursuance thereof shall be final and binding and final on both the parties. The venue of arbitration will be New Delhi (India) Only.

**36.0 OTHERS: -**

(a) Domestic LPG Gas cylinder shall not be allowed in the Jawahar Vyapar Bhawan for any cutting and welding works.

(b) Electricity and water will be provided by the STC of India Ltd. free of cost at anyone point available at site to execute the contract.

- (c) The contractor shall not keep/leave waste material/ debris/ garbage at the site of work after completion of the job. The waste material should be removed and disposed to a place to be indicated by the Engineer In charge. The contractor's bill shall not be verified unless the work site has been completely cleaned of all the waste materials/debris.

Disposal shall be done as per hazardous waste management rule. In case the site is not cleared immediately and final disposal of waste is not done within one week period then a penalty of Rs. 2000/- per day may be imposed.

**37.0 CONTRACT VALUE: -**

The amount mentioned is subject to completion of entire work as per Schedule and is payable to the contractor on normal course but the quantities are tentative/indicative only. The work may increase or decrease as per actual requirement during the contract period. The payment shall be made for actual work done satisfactorily. STC of India Ltd. does not guarantee for payment of entire Work Order amount.

**38.0 TERMINATION: -**

- (a) Penal termination of contract:-

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy of STC under the contract or otherwise, including right of STC for compensation for delay, the Engineer-in-charge may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed may by intimation in writing, absolutely determine the contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract:



- 1) Failure to provide at the job site, sufficient labour, material, equipment, machinery, and/or facilities required for the proper and/or due execution of the work or any part thereof;
- 2) Failure to execute the works or any of them in accordance with the contract
- 3) Disobedience of any order or instruction of the Site Engineer and/or Engineer-in-charge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- 5) Abandonment of the works or any part thereof;
- 6) Failure to execute the contract according to the terms of the Contract.
- 7) If the contractor is incapable of carrying out the work;
- 8) If the contractor misconducts in any manner;
- 9) If there is any change in the constitution of the contractor or in the circumstances or organization of the contractor, which is detrimental to the interests of STC.
- 10) Dissolution of the contractor or winding up (whether voluntary or compulsory) of the contractor (if a company) or appointment of a receiver or Manager or any other professional under the applicable laws any of the contractor's assets and/or insolvency of the contractor.
- 11) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion;
- 12) Distress, execution, or other legal process being levied on or upon any of the contractor's goods and/or assets;
- 13) Death of Contactor/s
- 14) If the contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuitous act royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to STC.

- 15) If the contractor removes, assigns or attempt to assign his interest or any part thereof in the contract.
- 16) In case of violation of terms and conditions of the tender, violation of any statutory regulations, local laws etc. STC shall reserve the right to terminate the contract.
- 17) If the Bidder deliberately gives wrong information in his tender,. In such cases in addition to termination of contract the deposited dues with STC shall be forfeited by the Corporation

The decision of the Deputy General Manager (Admn.), STC as to whether any of the events/contingencies mentioned in aforesaid clauses entitling STC to terminate the contract has occurred shall be final and binding upon the contractor. However before termination of the contract, a notice with a time period of reply of 7 days will be served to the contractor informing the termination action. The reason for the termination stated in the notice of termination shall be final and binding upon the contractor and shall be non-arbitral. The jobs left however by the contractor shall be got done at his risk and cost through the other agencies and the contract shall be determined accordingly.

(b) Voluntary termination of contract by STC: -

In unforeseen circumstances or in the event of Force Majuere including but not restricted to Any Natural Calamity, Closure, or Structural Changes of the STC. STC reserves the right to terminate the contract with a notice period of 30 days without any claim against the executed work or for the undelivered material at site, Recovery or damages of any nature or any other dues including any interest thereupon, and without any risk and liability on each other. Such Decision of STC will be final and binding upon the Contractor and without any recourse in any manner to STC.

The date of termination of contract will be deemed as the final day of the period of contract.

**39.0 RECOVERY AGAINST THE CONTRACTOR:-**

If due to any default by the contractor, recovery arises against the contractor, the contractor shall be required to deposit the amount of

recoveries finalized within a period of 30 days of receipt of intimation failing which the dues shall be recovered from the securities and financial hold of the contractor including any amount owed to contractor available with the STC of India Ltd. In case, where the amount of recoveries against the contractor exceeds its financial hold, securities and payable /due of the contract including its financial hold with STC, the STC of India Ltd. will be at liberty to effect such recoveries out of the such securities and payables due of the contractor including its other financial hold and future receivables towards pending payments of the contractor available with other PSUs or through legal course of action.

#### **40.0 THE INDEMNITY CLAUSE:-**

1. The contractor will indemnify STC of all legal/other obligations of the professional / employees deployed for STC work.
2. STC also shall stand absolved of any liability on account of fraud or breach of trust
3. STC shall also be indemnified from any act or from any factual concealment causing thereby damage or any legal proceedings against STC by any third party or contractor's deployed employees.
4. The contractor shall also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree/award/orders /directions /penalties obtained/enforced against the STC or implicating STC as a liable body/ entity / person for such enforcement or making such decree/award/direction/orders/penalties effective. Also, the STC shall be indemnified from any consequential act taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for on behalf of contractor, to the extent of cost/legal expenses/interest imposed upon.
5. The contractor shall indemnify and compensate STC, if the STC as principal employer under the contract Labour (Regulation & Abolition) Act, 1970 becomes liable to assume any liability towards the work force engaged by the contractor. In that event, the provisions relating to

recovery as provided in the relevant clauses of the said Act shall be applicable into.

The Contractor shall at all times indemnify and keep STC indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees/workmen or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the contractor.

The Contractor shall at all times indemnify and keep indemnified STC against any and all claims by Employees, Workman, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of the Contract and shall be recoverable from Security Deposit in addition to any other means. The quantum of indemnification shall be finalised by STC and be binding upon the contractor

#### **41.0 JURISDICTION OF COURTS:-**

The agreement will be governed by the laws of India and within the framework of applicable legislation and enactment made from time to time. All the legal disputes between STC and the contractor shall be governed by the courts/tribunals/forums situated in Delhi and shall have the exclusive jurisdiction, to entertain such disputes.

#### **42.0 SUCCESSOR AND ASSIGNS:-**

This agreement shall be binding upon and inure to the benefits of the parties and their respective successors and permitted assigns.

#### **43.0 NON-COMPLIANCE OF CONTRACTUAL TERMS:-**

On failure of the contractor in complying with any of the directions in the bid document/ Award of work/Contract, the STC of India Ltd. may at its discretion either cancel the contract or impose such penalty as per tender terms or as deemed fit if not described in tender document specifically, which may be recovered from the security deposit or other amount payable

to the contractor against this contract or any other payment due to him and/or may take legal recourse for such recovery. The decision of the Joint General Manager/General Manager (GAD) shall be final and binding on the contractor.

The Contractor will also take proper care for other equipment /offices nearby to the working place and will also ensure no damage is caused to them. The Contractor will also ensure proper fencing/ to cover the openings/dug-out and to put Sign Board [For Dangerous/ Work in Progress] at the place, to avoid any incident before leaving the work under pending.

#### **44.0 LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS**

Any sum of money due and payable to the contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the STC in respect of payment of a sum of money arising out of or under the same or any other contract made by the contractor with the STC.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the STC will be kept withheld or retained as such by the STC or till its claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause , as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

45. **Works carried out by other contractor:-** STC reserve the right to reduce the scope of the work due to any reason like taking up the system for capital works by any other agency or separating the system from this contract due to any other reason at its own, in such circumstances, the value of the monthly payment will be reduced proportionately accordingly. STC will adopt rational approach in this regard however such reduction in scope of work will be sole right of STC and calculation for the reduced amount bill be final and binding to the contractor.

## **System Description**

### **1. Introduction to Site: -**

The site of the work will be the Corporate office of The state Trading Corporation of India Limited ( STC -A Public Sector Undertaking under the administrative control of Ministry of Commerce and Industry ) which is also known as 'Jawahar Vyapar Bhawan ( JVB) ' situated at Janpath-Tolstoy Marg Crossing, Connaught Place, New Delhi – 110 001. JVB is a 23 storied building with two basements and is fully occupied by STC and Co-owners viz a viz CCIC (Central Cottage Industries Corporation ) & HHEC (Handicraft and Handloom export Corporation ) along with very prestigious Govt. /PSU banks tenants like 'Fifteenth Finance Commission', Security printing and Minting Corporation (I) Ltd.( SPMCIL), Corporate Branches of The state Bank of India, NOIDA SEZ , IBEF (India Brand Equity Forum), Department of Factories and Alkaloids, etc. The building witnesses frequent VVIP visits/Dignitaries.

- 2.** It is advised that the contractor should verify all figures, facts, site conditions, taxes, tender terms and conditions / interpretation thereof or any other factor (e.g. statutory requirement, civic body compliances etc.) that may impact the performance during /after the work execution period, at their end at own cost ,before bidding for the work. STC shall not be responsible for any manner whatsoever, later on this account.
- 3.** Various Electromechanical installations viz-a- viz 1675 TR HVAC Plants, 2 x 1010 and 2 x 500 KVA DG Sets, Sump pumps, Transformers Water supply System , 11kV/400 V NDMC substation, Fire protection system comprising Fire Hydrant system, Fire Sprinkler system, Fire Alarm and annunciation system, Fire Deluge system, Mulsifier system, First Aid Fire extinguishers , Public address system etc serve the building for its day today functions.
- 4.** This contract will serve the organization for healthy turn key maintenance of the mentioned system as described below.
- 5.** The work to be taken up by the contractor is time sensitive and must be the of the highest quality.

## **System Description**

### **1. Electrical Installation:-**

Following Electrical systems are installed in JVB:

L&T make LT 415V Switchgears, 3 phase Bus bar comprising mainly Switch gears e.g. ACBs (1600A) - 11. , various SFU – 63 A to 800 A , Capacitor Banks 6 x 100 KVAR Capacity and associated accessory items like CDG type O/C, E/F relays Make English Electric . The LT bus bar is charged from the NDMC supply through 4 Nos of Oil filled transformers ( 1000 KVA each) as well from DG sets (DG Sets 2 X 1010 KVA & 2 X 500 KVA ) during emergencies. The system also includes whole electrical network on the basements (I,II) , STC floors ,and Electrical supply network up to the Electrical Distribution Rooms ( DB Rooms ) to the tenants, co-owners floors .

**2. DG Sets and associated system:-**

- (A) DG Sets 2 X 1010 KVA Engine Make Cummins Model KTA38GS Alternator Make Cummins.
- (B) 2 X 500 KVA, Make Cummins Model VTA1710 G, Alternator Make Jyoti.
- (C) DG bus bars along with the components.
- (D) Air Washer system – for cooling of DG set – 02 No's & all Components and ancillary items of Air washers.
- (E) AMF panels.
- (F) Intermediate bus, breakers of DG sets for charging the transformers or LT bus.
- (G) Cooling tower and storage tanks (1000 Litres x4, 15 kl – one no.).

**3. All Exhaust fans & Motors**, Bus bars and associated components, Distribution boards stating panels, SFUs etc (142 Nos.).

**4. Sump Pumps**, starting panels etc. – 16 Nos. of sump pumps were installed initially and at present 8 no pump are installed or running in proper way

**5. Water supply station: -**

Following systems pumps with motors are installed.

5.1 Total 16 Nos of pumps of different capacities make Kirloskar

- 1. HVAC system : - 30 HP -2 nos.
- 2. Flashing and domestic water supply system: - 20 HP – 4 Nos ( core -1)
- 3. Flashing and domestic water supply system: - 15 HP – 4 Nos ( core -4)

- 4. Flashing and domestic water supply system: - 10 HP – 4 Nos ( core -6)
  - 5. Supply for Water tank \_:- 3 HP-2 Nos.
  - 5.2 Pumps for Cooling Tower HVAC – 7.5 HP – 2 Nos.
  - 5.3 Pumps for water softener plant - 3 HP – 2 Nos.
- 6. Underground Tube well system:- 3 Nos.**
- 7. Water Softening System: - 1 Nos.**
- 8. Fire Fighting System**
- (a) Primary Fire Extinguishers: -**  
Comprising Different types of extinguishers installed at different locations in building as detailed below HFC-236, (4 KG.), MAP-90 (5 KG.), HFC-236 (10 KG.), Monnex-4 kg, HFC 236 (2 KG.) --Total 291 Nos.
  - (b) Fire Detection system: -** The system comprises smoke detectors, heat detectors, Manual Call Point (MCP), Response Indicator (RI) system installed in JVB by STC on all floors of JVB. The system is not functional now.
  - (c) Mulsifier system :-** The system is intended for Fire protection of various transformer. The system is not functional now.
  - (d) Hydrant system :-** Comprising of various Pumps, Motors, Electrical panels, Power wiring, Control wiring ,connected to various equipment like Hydrant Diesel Engine ( connected with the Hydrant Pump) Make Kirloskar, Model 855-F, 180 HP , Hydrant Main Fire Pump 135 KW, Make Kirloskar ( 1 No.), Hydrant Jockey Pumps( 2 Nos.) – 20 HP Make Kirloskar Diesel Electrical Sprinkler pump.
  - (e) Deluge Fire Protection system :-** The system comprises Deluge Pump capacity 55 KW –1 No., Make Kirloskar.
  - (f) Sprinkler System :-** The system is not functional now.
    - 1. Sprinkler Diesel Pump ( 1 No.) Make Kirloskar Model- 855-F with all ancillary components.
    - 2. Sprinkler Jockey pump -20 HP( 1 No.) , with all ancillary components.
    - 3. Sprinkler main Fire Pump (Without Starter) -135 kW make Kirloskar.
- 9. Sanitary & Plumbing & Plumbing System:-** Comprising all Sanitary & Plumbing & Plumbing & Plumbing items installed in STC offices,



basements, all water supply lines conned to various floors up to the washroom entry

10. **Public Address System:-** Comprising all items installed in STC offices for the Public address System in 10th floor, 4th floor and basements

## Scope of work and scope of supply

### Scope of work

1. This contract is a works contract. The contractor has to execute the works as per direction of the Engineer in charge and/or bid document.
2. The contractor has to assure to deploy following man power with their respective qualification including all /relievers. This is minimum requirement and the contractor must enhance the deployment of man power as per site requirement as to maintain the system healthy. STC will reimburse any statutory benefit only to the minimum no of man power as described below though the contractor will have to comply any statutory compliance for all the engaged man power at site. The deployed man power must have their respective minimum qualifications or higher. This minimum number **includes** rest relievers per day deployment. STC will be not be liable for other extra man power at site required necessary to complete the work.

Sr. No.	Category	Name of post	No. of persons	Minimum qualification
1.	Highly skilled	Engineer	1	Diploma in Electrical/ Mechanical Engineering
2.		Fire Officer	1	Diploma in Fire safety/ industrial safety Management
3.	Skilled	Electrician	6	ITI in Electrical/Instrumentation or Electrical license holder from any statue body
4.		DG operator	3	ITI in Electrical/ Mechanical/Auto/DG
5.		Plumber/ Welder	4	ITI in Plumbing/ welding/ Mechanical/ Electrical Or Experience of welding/ Plumbing of minimum 10 years.
6.		Lift operators	4	ITI in Electrical/instrumentation
7.		Fire/Pump operator	3	ITI in Electrical/ Mechanical
8.	Semi-	Asst. Fire / Pump	3	Minimum 5 years' Experience

	skilled	operator		of fire safety/ Pump operation
		Assistant Electrician	2	Minimum 5 years' Experience of Electrical works.
9.		Helpers	8	Minimum 8th pass
		<b>Total</b>	<b>35</b>	

3. It shall be the responsibility of the firm to get the works executed though the manpower those are qualified to perform the job. If the quality of the works carried out is not as per standard methods to the satisfaction of Engineer in charge , STC reserves the right to get the work repeated or through any other agency at no cost to STC or at the risk and cost of the firm .No extra payment shall be made to the contractor.
4. The firm shall keep machines in well maintained conditions. If due to any unforeseen changes, during the currency of the contract, the scope of the work alters, STC reserve the right to enhance/decrease the AMC amount rationally. The contractor will have no claim over such decisions.
5. Any person misbehaving or involved in ill- legal activities or detrimental to STC property or unsuitable to the job assigned shall have to be replaced by the contractor immediately upon information from STC.
6. All statutory rules and regulations should invariably be followed by the firm, otherwise it shall be deemed as non-compliance of the contract condition and action as per bid shall be invoked against the firm.
7. **The Works shall be carried out as per OEM manual guide of the equipment or as per relevant IS standards or as per direction of the Engineer in-charge. The works / material rejected by the engineer in charge shall have to be carried out by the contractor again at no cost to STC and it shall be binding to the Contractor.**
8. The firm shall do the maintenance of common area of CCIC area and HHIC area ,tenants area of JVB area as per the conditions handed over to them by STC , Common area implies the DB rooms, lift lobbies, lift shaft, common shaft, toilet area, AHUs. If the said occupantshave modified the common area ancillaries at their own, then the material for the

maintenance shall be provided by them and services shall be rendered by the firm.

9. The firm shall do routine and breakdown maintenance of the systems installed under STC premises and common area of Tenants. Generally the works of welder is needed inside the shaft to which safety and security is prime importance.
10. The works which are under AMC presently under OEM category /Proprietary category shall be excluded from this contract.
11. The contractor will be responsible for taking up the maintenance work and not the Capital works. The contractor will be responsible to maintain the system as in the ditto system as handed over to him at the taking over time of the system, till the contractor ends the tenure the time period of the contract. The Decision of Engineer in charge for capital works vis a vis Revenue (maintenance works) will be final and binding for the contractor.

#### **Other Essential terms**

1. Following items have to be supplied by the contractor at no extra cost to STC as and when need arises, under the Day to day Maintenance work of various systems installed in JVB. It is stresses here that the firm shall have to supply all the material (except only those excluded in the bid document in specific) required for running the system for maintenance purpose. The decision of Engineer in charge will be final and binding in case of dispute for supply of material or work. Dismantled material will be property of the contractor and contractor will be liable for the site cleaning after the completion of the work.
2. Only those material and work has been described specifically in the bid document as exclusion shall be considered as exclusion in each section of the work. Dismantled material will be property of the contractor. The contractor will have to clean the site (JVB) at his own immediately.
3. It is to be noted that material and services for “capital nature “of works or “new work “shall be supplied by STC. In case of a dispute between maintenance work and capital work, the decision of Engineer in charge shall be final and binding to the contractor.

If the repair requires during any fault is of capital nature, STC will be responsible for the work, however the contractor will be responsible for smoothing functioning of the JVB, to which contractor will have to arrange all repairs at site even for such Capital nature of ad-hok repairs without any extra cost to STC so as to ensure smooth functioning of the building. The decision of Engineer in charge will be final and binding. The same will be under very extra ordinary circumstances.

4. The firm shall take over the system from existing contractor / STC and will handover it after the completion of contract period in the same condition.

**(1) Electrical installation:-**

**Supply :-** The firm shall supply spares needed of various equipment installed in Electrical system as required for routine, breakdown maintenance and nothing is out of scope of the contractor viz spares of all Electrical panels and installations spares of Air circuit Breakers & relays, CT/PTs, Control Transformers. The firm has to supply Closing coils, tripping coils, Charging motor, auxiliary contacts, Contact fingers, Arch chute, Sliding contacts, Add on blocks and all other accessories, indication lamp assembly, Fuses of all ratings and types, Fuse base unit, Mechanical jaw, spring fitted with fingers, 3 ph Contactors, and auxiliary contactor , relays, Meters(Volt meter, PF meter Ammeters, Frequency meter ), All fast consumable items like insulation tape, choke, bulbs, tubes, CFL, switches, Plugs 5A& 15A,Multiplug, Computer socket, All external replacement of bulbs, CFL, LED, halozen, Tube lights and their anciliaries, and other lightings, Extension chords, Exit sign boards, all types and ratings of sockets and switches, all types of defective wiring, all types of speed regulators (Electrical and electronic) ,MCBs, MCCBs, Isolator, TPN, Bus BAR, Change over switches of all capacities Flexible Wire, Phenolic Sheet/Bakelite Sheet/Wooden boards/Mounting Grid Plate/ hot dip gal box.

**Work :-** Firm shall upkeep all Electrical installation as up to date condition & works such as servicing, setting of relays, cleaning, tightness, calibration as per instruction of engineer in charge shall be under firms scope.

**Exception :-** NIL

## **2. DG Sets :-**

Day to day Maintenance and operation of 2x 500 KVA and 2x 1010 KVA DG Sets and its allied equipment like pumps, Air Washer system spars, heat exchanger, Earthing, cleaning of the DG Sets and its AMF panels etc twice in a week, submission of daily check list to the engineer in - charge. The approval/license for storage of HSD from the concerned authority is available in favour of STC. However renewal of license as per requirement will be the responsibility of the contractor during the entire period of contract at no extra cost to STC.

The firm shall carryout works and records the following works. The firm shall also maintain battery banks of the all the DG sets.

1. Check oil level.
2. Check cleanliness of DG
3. Check Battery Voltage
4. Check any Leakage
5. Check all filter condition
6. Check oil Level
7. Check coolant Level
8. Check V-Belt condition
9. Attending faults in DG system and its auxiliary systems
10. Maintenance of DG sets via B check through OEM
11. Supply of Battery Banks

Exclusion :- C,D check kits which shall be taken by STC end,

## **3. Fans, Blowers, Pumps & Motors: -**

The firm shall carry out routine as well as breakdown maintenance of all types of fans, Blowers & Motors installed in JVB under STC. The relevant IS standard shall be followed for maintenance purpose. The firm shall keep the equipment in running condition at their cost. The firm shall supply all the material like bearings seals, fan blade, fan, housing , rotor shaft, stator, seals, terminal plate, Lugs, etc. for required for maintaining the system in perfect working condition viz. all types of seals. The scope of work also includes balancing of rotor, rewinding of motors, replacement of rotor shaft, etc. under Contractors Scope. The periodic maintenance works shall be

carried out as per the instruction of the Engineer in charge at no cost to STC.

**4. Underground Tube well system: -**

The firm will carry out all the maintenance work including servicing of bore well, mono-block pump, rewinding, Electrical panel work supplying and fixing of any items needed as per maintenance need, licensing work related to the 3 tube wells installed in JVB.

**Exclusion:** -,

**6. Water Softening System:-**

The contractor shall operate and carry out the necessary maintenance of the system and its components like, motor, pumps, rewinding, Electrical panel, valves descaling Resin supply, repairing of valves, repair of tanks, charging of system regular basis, Supply of charging salt etc.

**Exclusion:** - Capital nature of work.

**7. Fire Fighting System: -**

The firm shall carry out all the maintenance, repair work like welding, servicing of all types and sizes of following with complete material like seat/Gate/Spindles of various types of valves. General cleaning of all the equipment is included replacement of battery for contactor scope.

(a) all types and sizes of (25 mm to 400 mm) pipes, bend pipes (b) all types and sizes of valves (c) pressure gauges (d) hose reel drums (E) hose pipes (f) Fire axe (g) Couplings (h) Operation and Maintenance of the all kind of pumps, motors, connected piping, valves, water tanks including general cleaning, recording of all parameters of the following equipment on all days:

**(a) Primary Fire Extinguishers (b) Fire Detection system (c) Mulisifier system (d) Hydrant system (e) Déluge Fire Protection system (f) Sprinkler System :-**

The following checks/records shall be included in preventive and daily Maintenance:-

- Checking & recording of pressure gauge, motor current readings and rectifying same if abnormal.

- Checking & recording of bearing temperatures of motor and pumps.
- Checking of leakage through gland packing and rectifying same.
- Checking of noise level and vibrations.
- Checking of lubricating agents and refilling same if level is low.

#### **Periodic**

- Replacement of grease and checking of bearings.
- Changing of stuffing box packing.
- Changing of alignment and foundation bolts adjustment.
- Changing of sealing connections for leakage etc.
- Changing of battery water and refilling of same.
- Filling of domestic, flushing and sprinkler tanks at terrace and attending to leakages, if any.
- Changing of lines for filling of terrace tanks and rectifying of leakages if any.
- Changing of pipe- lines, water tanks etc. As and when required.
- The contractor shall ensure that all the lines are continuously charged with water and sufficient pressure is available at the top most point.
- The contractor shall arrange to overhaul pumps after every 2000 hours of working.
- The contractor shall also check drinking water for dissolved chlorine and add chlorine tablets, which shall be supplied by the contractor.
- The firm shall have to paint as per IS the pipe lines as and when required, once in a year.

#### **DELUGE SYSTEM**

##### **Daily**

- Check general state of main panel and zonal panels;
- Check operational readiness during mains failure;
- Check battery water level and top up if necessary, and
- Performance check of visual/audio alarm

##### **Periodic**

- Cleaning of detector heads for dust etc. and
- Stimulating the operation of system through mock fire.



- Hydrants – Polishing of brass items, lubricating of lugs, checking of water flow replacement of washers – Monthly
- RRL hoses – Polishing of coupling fitting on hydrants, checking of water flow, drying & lug lubrication –Monthly
- Branch pipe – Polishing and fitting check on hoses’
- Fire Brigade inlet – Polishing, replacement of washers etc. Connections.
- Periodic check of all fire extinguishers/associated parts for weight loss etc. General cleaning.
- Maintenance of records of checks conducted on all equipment including date of next check due.

Any other equipment installed in the building other than STC occupied is also the responsibility of the contractor to maintain for the safety of the building and its occupants.

The contractor will maintain inventory of all the above equipment installed in the building location-wise.

### **SPRINKLER SYSTEMS**

Operation and routine maintenance of water sprinkler system at Jawahar Vyapar Bhawan-

- 1) Sprinkler Jockey pump Kirloskar make with TEFC Motor
- 2) Diesel Sprinkler Engine with pumping set
- 3) Batteries 24 Volts
- 4) Instrument Panel
- 5) Diesel storage tank (valve & gauge)
- 6) Auto control panel for diesel engine
- 7) Smoke Extraction Fans with electric panel
- 8) Emulsifier system in transformer room

### **WEEKLY CHECK**

- Check of water pressure in the system including pressure at top most point.
- Running check of fire hydrant and all the fire pump and motors
- Checking of pump house, pump set and other switchgear and adjoining area.

- Checking of water level in the fire fighting tank.
- Drain and water level in the fire fighting tank.
- Checking of sprinkler panel & Deluge Panel.
- Checking oil and functioning of smoke exhaust panel.
- Checking of Batteries and the conditions.
- Checking of all types of Fire Extinguisher

Contractor to furnish the Certificate to this effect that the above checks have been carried out and the system found in operational conditions.

**Exclusion: - Works which are of Capital nature.**

**8. Sanitary & Plumbing & Plumbing System, Public Address System, Fountain operation and maintenance –**

**(a) Sanitary & Plumbing, water system works:-** Maintenance of sanitary fixtures and fittings works. Sewerages and storm water drinking system overhead and underground water tanks .as required to keep the system functional including today servicing, maintenance and attending to all faults as and when brought to the notice of the contractor. The contractor shall be responsible for all works and supply of spares like washers, white lead, thread etc for the purpose of maintenance of the system.

Complete requirement of water in JVB is met from tube well, NDMC water supply, underground and overhead storage tanks. It is therefore necessary to ensure that storage tanks kept full at all times.

Preventive maintenance schedule as mentioned below has to be strictly be carried out.

Daily: - submission of daily report at 9:30 am after ensuring that all tanks are full, all toilets are operational and leakages if any, are being attended to.

Periodic Filling of water tanks for flushing and drinking water and attending to leakages if any.

Maintenance of sanitary and plumbing fittings for ladies and gents toilets , kitchen, pantries canteen , lobby.

Maintenance of sanitary and rain water pipes including those in sanitary shaft and attending chocking of pipes man holes etc., un-interrupted supply of drinking and flushing water on all floors and proper care of valves fittings in sanitary shafts.

To bring to the notice of engineer in charge of any leakages from tanks, valves fittings etc. and attend the same immediately

Periodic cleaning of underground and overhead tanks, sump drainage and sewer lines.

Chlorination of water periodically as directed by the engineer

Notwithstanding the above, the contractor will be fully responsible for proper upkeep and maintenance of the entire water supply sanitary, drainage and sewerage system including sumps by contractor.

- (c) **Masonry works:-** Miscellaneous minor masonry works like pointing of stones, plastering, floor repair tile fixing, in shafts etc. Material shall be supplied by Department( STC).

**9.0 AV system:-** . The firm shall operate the audio – video systems installed at 4th floor and 10th Floor and also periodic maintenance shall be under contractor scope. No exclusion.

(d) The firm shall also operate and maintain the fountains installed in JVB including supply of all spares needed. The firm shall also ensure to fill the water tank meant for HVAC system.

**Exclusion: - Capital nature of works.**

**10.0 Assistance in operation and maintenance of lifts:-** The routine, major maintenance of the lifts shall be taken up by STC through OEM/Authorized service provider on comprehensive basis, however day-today works for operation and assistance of the small maintenance works on emergency basis shall be under contractor.

10.01 The contractor shall have to attend the operation and general cleaning work as per directions of site In charge/Engineer In charge. Though the breakdown works and/or regular maintenance shall to be attended at by the respective OEM.

- 5.0 The normal working hours in Building shall be generally from 9 a.m. to 6 p.m. in general shift. However the work may also be required in shifts/round. The contractor may be asked to operate the lifts round the clock or as per the requirement of the site. The work also involves over all cleaning of car and machine room, dust blowing of internal parts, Removal & application of grease, lubricants, oil in case of emergency, Blocking of openings of electrical panels to avoid entry of reptiles, replacement of fuses, damaged/ worn out parts, transportation of consumable tools, assistance of maintenance personnel etc.
- 6.0 The work will be carried out through experienced person duly approved, who are conversant with the nature of work level along with the helpers. All T&P & safety equipment & consumables as may be required shall be provided by the contractor. Major maintenance works shall be taken up by STC.
- 7.0 All works (including breakdown works like rewinding, rotor balancing, stator works, seal changeovers, etc.) for motors , fans, blowers , pumps above 20 kw are excluded from this contract ,however the contractor shall have to do routine maintenance, servicing, cleaning
- 8.0 All associated work of respective equipment as may be considered necessary for up keep shall be treated included in the scope though it may not be specifically mentioned herein. Any work as may be included or excluded by Engineer in charge for the scope of work.

**Other conditions of work:-**

1. The date of servicing carried out and next date of servicing in respect of above Building systems and other system shall be neatly painted on assets in small fonts for effective monitoring as per direction of Engineer-in-charge.
2. The contractor is required to submit fortnightly/ monthly report in respect of routine/preventive services and regular services/repairs carried out for installation(s) to Engineer-in-charge without extra cost to STC. In case preventive services and regular services/repairs is not carried out for any of the installations in that particular fortnight/month, nil report shall be submitted to Engineer-in-charge.

3. The contractor shall maintain complaint register for receiving complaints from STC representatives/staff, log books for these DG installations and other records. The contractor will keep record of the material used during the maintenance with the approval of the Engineer in-charge for using the same at site.
4. Supply of pipe lines installed in JVB, STC, of every size, maximum up to 3 lengths shall be under Contractor's scope
5. Liaising with any statutory/ Govt. agency for obtaining the various licenses pertaining to works described in M&E contract like Licence to operate Lifts , shall be under Contractor's scope. However the fee shall be reimbursed by STC on actual basis to the concerned authority.
6. During the currency of contract if some part of the system gets out of the scope of work (viz Lifts for renovation or fire fighting system etc,) STC reserves the right to curtail the scope of work as per its need and accordingly the monthly bill may be reduced on rational / proportional basis on which no claim of the contractor will be entertained.

**9. Rewinding:-**

Rewinding of ceiling fan, exhaust fan, desert cooler fan and motor, fresh air fan, geyser etc. shall be arranged by the contractor with material. The burnt material retained by the contractor after rewinding. All equipment shall be tested for safe operation.

**10. Delivery :-**

Rewound ceiling fan, exhaust fan, desert cooler fan and motor, fresh air fan, geyser etc. shall be delivered within 7 days and in emergency within 3 days.

**11. Guarantee :-**

Contractor shall provide guarantee satisfactory performance in respect of workmanship and material for a period of twelve months or installation whichever is later. If any motors / Pump /equipment fails within guarantee period due to any reason then the contractor will get it repaired again at his own cost.

**Data to be supplied by the bidder** (Performa-4)

**NAME OF WORK:-** Comprehensive routine operation, breakdown Maintenance of Mechanical & Electrical equipment installed in Jawahar Vyapar Bhawan, Including, Electrical Installation, DG sets, Exhaust fans & Motors, sump pumps, Water supply station, Underground Tube well system, Water Softening System, Fire Fighting System, Sanitary & Plumbing System, Lift Operations, Public Address System and all other allied works systems in Jawahar Vyapar Bhawan , New Delhi

Sr. No.	Particular		Yes/No
1.	Name and complete Address of the Firm		
2.	Name of proprietor(s)/ Directors with the PAN Nos.		
3.	Bank account details of the Firm –Name of Bank, Account No. IFSC code		
4.	Annual turnover ( Balance sheet & Profit and Loss account)	FY 2018-19 (Rs.).....	
		FY 2017-18 (Rs.).....	
		FY 2016-17 (Rs.).....	
5.	Average Annual Turnover (Rs.) of 3 years as above		
6.	GST No.		
7.	P.F No		
8.	PAN No.		

9.	Electrical Licence No		
10	ESI Registration No.		
11	Work experience details	Fill separate sheet	
12.	Satisfactory service certificate		
13.	Earnest money Deposited (EMD ) details		
14	Bid Fee details		
15	Self-attested certificate of Non-blacklisting from PSUS/Govt./MNC.		
16.	Performa <sup>1,2,3</sup> for unconditional acceptance of the Bid and other conditions		
17.	Registration No. (Certificate) under MSME/NSIC/KKB body if the bidder avails the benefit of exemption of tender fee, EMD deposition being a MSME/ NSIC unit.		
18.	Authorization letter for authorized signatory if the bidder is different from the Proprietor of the Firm		

Note :- The above signed scanned documents have to be uploaded for technical bid purpose. Price bid has to be scanned, filled, and signed by the bidders and to be uploaded in the separate folder on e-procurement portal.

Name and Signature of Contractor with seal

**Summary of Past Work Experience** (Performa -5)

Sr. No.	Name of Work Order awarding organisation	PSU/ GOVT./ Semi Govt./ State PSU/MNC & Private institutions	Value of the work (annual basis) Rs. Lacs	Duration (from.... to.....)	Details, nature of work(as per requirement of satisfaction for PQR	Satisfactory completion certificate attached (Y/N)
1.						
2.						
3.						
4.						

Name and Signature of Contractor with seal

Note: - Separate sheets may be attached for furnishing the past work details



**Price Bid /Financial Bid/Bill of quantities(B.O.Q.)** (Performa -7)

Prices for Comprehensive routine operation, breakdown Maintenance of Electrical & Mechanical equipment installed in Jawahar Vyapar Bhawan, Including Electrical Installation, DG sets, Exhaust fans & Motors, sump pumps, Water supply station, Underground Tube well system, Water Softening System, Fire Fighting System, Sanitary & Plumbing System, Lift Operations, Public Address System and all other allied works associated as per bid document.

**PROCEDURE FOR FILLING OF PRICE BID ONLINE**

1. BOQ (PRICE BID) UPLOADED BY STC TO BE USED ONLY FOR SUBMISSION OF PRICE.
2. THE BOQ TEMPLATE MUST NOT BE MODIFIED/ REPLACED BY THE BIDDER AFTER DOWN LOADING AND THE SAME SHOULD BE UPLOADED AFTER FILLING THE RELEVANT COLUMNS, ELSE THE BIDDER IS LIABLE TO BE REJECTED FOR THIS TENDER. BIDDERS ARE ALLOWED TO ENTER THE BIDDER NAME AND ITEM/UNIT RATE ONLY.
3. AT THE TIME OF UPLOADING OF BOQ BY BIDDER, THE FILE NAME FOR UPLOADING THE BOQ (PRICE BID) SHOULD REMAIN THE SAME AS IT WAS DOWNLOADED FROM THE CPP PORTAL.
4. Goods and service tax shall be paid extra by STC of India Ltd. as per rules, on providing documentary proof of deposition. The contractor will have to provide tax input credit of GST and pass the same to the STC under anti profiteering clause of GST act.
5. No other format of price submission shall be accepted.
6. The bidder is required to quote for the complete work, though STC reserve the right to award the work in full or in part.
7. Bidder/contractor has to quote the final rates only, all including discount/ rebate etc. Any separate discount/ rebate quoted shall not be considered.
8. The offer shall be valid for 60 days from the date of bid opening.
9. Leaving an unfilled entry in the price bid against any term shall mean as Zero cost and the bid shall be evaluated accordingly.
10. KYC information has to be provided by the contractor before the execution of the agreement.

11. Putting price bid along with technical bid will lead to rejection of the bid summarily.

BOQ TEMPLATE- Sample-

S.no.	Item description	Quoted Price ( Rs.) per annum
01	Comprehensive routine operation, breakdown Maintenance of Electrical & Mechanical equipment installed in Jawahar Vyapar Bhawan, Including Electrical Installation, DG sets, Exhaust fans & Motors, sump pumps, Water supply station, Underground Tube well system, Water Softening System, Fire Fighting System, Sanitary & Plumbing works Lift Operations, Public Address System and all other allied works <b>including all taxes and duties except GST.</b>	<p>.....</p> <p>(In words Rs. ....)</p> <p>.....</p> <p>.....)</p>

**Total Rs.** .....

**In words** .....

Signature of authorized representative of the bidder with seal