



**THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)**

**Unit No.1,2 & 3, A Wing, Ground Floor,
Classique Centre Premises Co-operative Society Ltd.,
26, Mahal Industrial Estate, Opp. SBI,
Off Mahakali Caves Road, Paper Box Road,
Andheri (East), Mumbai – 400 093 INDIA
Website: www.stclimited.co.in, E-mail: mumbai@stclimited.co.in**

TENDERNO: STC/MUM/GAD/TRA/00002/2020

Dtd.30.11.2020

NOTICE INVITING QUOTATIONS

Sub : Notice Inviting Sealed Quotations under two bid system for packing, shifting/transportation, re-location of office Files/Registers, records etc., furniture like Wooden Desk, Chairs, Steel Almirahs, Cupboards, Office equipment like Desk top Computers and misc. items from STC Office at Andheri East & Mallet Bunder, Mazgaon to 14th Road & 16th Road, Khar (West).

The Agency upon awarding of tender should complete the entrusted job within five days from the date of award of contract.

Tender documents can be downloaded from STC's website i.e. www.stclimited.co.in. The bids shall be submitted in the Tender Box placed at STC's Office at Classique Centre Premises Co-operative Society Ltd., 26, Mahal Industrial Estate, Opp. SBI, Off Mahakali Caves Road, Paper Box Road, Andheri (East), Mumbai – 400 093 up to the date and time as per tender schedule given below :-

Start date for submission of sealed quotations and time	01.12.2020, 1700 Hrs (IST) onwards
Last date and time for submission Sealed Bids	08.12.2020 up to 1500 Hrs (IST)
Date and Time of opening the Tender	08.12.2020 at 1530 Hrs(IST)
Venue of opening the Tender	The State Trading Corporation of India Ltd., Classique Centre Premises Co-operative Society Ltd., 26, Mahal Industrial Estate, Opp. SBI, Off Mahakali Caves Road, Paper Box Road, Andheri (East), Mumbai – 400 093

Bidders should read the tender document carefully and comply strictly while submission of documents.

For The State Trading Corpn. of India Ltd.

Dy. General Manager
General Administration
Division

Terms and Conditions of tender

- a) The bidder shall be a Company/Firm/sole proprietor specialized in packing and moving office files & records, office equipments, furniture,etc.
- b) Bidder must have valid **GST Registration** and copy of same should be **attached**.
- c) The bidder must have obtained valid **Permanent Account Number (PAN)** under the Income Tax Act, 1961 and copy of same should be **attached**.
- d) The bidder must have a minimum turnover of Rs.2 Lakhs per annum during the last three financial years for which copies of Income Tax Returns filed by it to be submitted.
- e) The bidder shall sign and stamp each page of the Tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained therein and submit the same along with the Bid.
- f) Bid document, if not complete, in any aspect, shall be rejected.

1) Scope of work – Packing /Shifting of office records/office furniture/office equipments.etc:

Shifting from present STC Office at Andheri East & Mallet Bunder, Mazgaon to 14th Road & 16th Road, Khar (West).

- a) Shifting of official records – like files, vouchers, notes suitably packed in carton boxes.
- b) Shifting of office furniture & electronic equipments.
- c) Any Miscellaneous office item and equipments (if any).

Note:

- i) The transporter should take all possible care for safety and security of the official files and records during Packing & shifting.
- ii) The transporter should take proper precautions for safety and security of electronic and electrical equipments to prevent any damages.
- iii) During shifting the transporter is responsible for providing packing materials for fragile and sensitive equipments
- iv) The transporter should deploy proper protective cover on its the lorry / trucks/ transport vehicle suitably to avoid any damage to the files/ records/ fragile & sensitive equipments, furniture & fixtures etc.

The Scope of work also includes:

- a. Proper packing of desktop computers/printers, steel almirahs, wooden furniture, etc in an orderly manner and shifting to the locations as mentioned above as per the direction/ instructions of STC Officials.
- b. Shifting /transportation of all items and unloading from the transport vehicle at 14th Road & 16th Road, Khar (West) – 400 052.
- c. Carrying to the respective floors/rooms, unpack the same and stacking all the items in position as per the direction/ instructions of STC official.
- d. While re-location of the office furniture, equipments, etc., the agency should ensure that all items have to be shifted and set up on the scheduled date/place.

2) **Obligation to Rules:**

It is obligatory on the part of the Agency to abide by all the relevant Central, State & Local statutory laws and rules and STC will not be responsible for any dispute arising out of non-compliance of any of such laws and regulations.

3) **Bid Security**

- (i) Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen Thousand Only) should be deposited through RTGS/NEFT to STC's account as per following banking details

STC Account No. 200000550077,
IndusInd Bank, Barakhamba Road, New Delhi-110001,
IFSC Code INDB0000005.

The same is required to be submitted along with Technical Bid (Part-1) of the Tenderer. The EMD of the tenderers will be retained till the finalization and award to successful Tenderer by STC.

- (ii) The EMD of unsuccessful bidder shall be refunded after 30 (thirty) working days from the date of letter of award issued to successful bidder.
- (iii) No interest on EMD amount will be applicable.
- (iv) STC will be within its right to forfeit EMD of a Tenderer if it withdraws its bid within the validity Period whatsoever reason may be.
- (v) For successful bidder, EMD amount shall be kept as Security Deposit and shall be refunded on completion of work. No interest on security deposit is applicable. If successful bidder fails to complete the work as per the tender terms and conditions and if there is any breach of terms and conditions by the bidder, the STC will be within its right to forfeit the Security deposit. It will be at the sole discretion of STC and to its satisfaction to consider the work as completed and there is no breach of terms & conditions of the Bid/ Contract.
- (vi) MSME are exempted from submitting the EMD.

4) **Rates and Payment:**

- a. The Quoted Rates shall include cost of all packing materials, labour and all other inputs involved in the execution of job assigned. No extra charges shall be paid beyond the quoted amount.
- b. Only quoted Rates shall be considered. The Agency shall submit the bill only after completing the work along with the relevant acknowledgements obtained from the concerned Officer in STC that the entrusted work has been completed. No advance payment will be made to the Bidder/Agency.

5) **Other Terms and Conditions:**

- a. Intending parties may visit the site at STC Office at Andheri East, Mallet Bunder, Mazgaon, 14th Road & 16th Road, Khar (West) during office hours (10.00 AM-4.00PM) before the last date of submission of the bids, in order to understand the nature and scope of work and execute the work as per the terms and conditions.
- b. Shifting process will be supervised and monitored by STC Officials.
- c. The packing of items and loading in each truck/vehicle etc. from Office premises at STC Office at Andheri & Mallet Bunder, Mazgaon and unloading at 14th Road & 16th Road, Khar West – 400 052 is to be done within five working days.

- d. The selected agency/contractor should be in a position to complete the work assigned within five days of awarding the contract. In the event of delay, STC may at its discretion shall forfeit the Bid Security/ EMD submitted by the Agency without any notice.
- e. The agency will be solely responsible for safe & secure transit of Goods to the satisfaction of the STC.
- f. The agency shall without any protest or demur, shall always keep STC fully indemnified and shall hold STC harmless against any accident, claims, liability, proceedings etc. by any party including but not limited to damages, compensation, penalties, taxes or other cost and expenses etc. of whatsoever nature arising out of or in relation to any act or omission/ negligence /mistake/misconduct/breach or default or non-fulfillment of the terms and conditions of the Tender Documents and agreement. The agency is bound to take all such necessary precautions for smooth execution of the work.
- g. The agency will be fully responsible for any injury or accident to any person(s) employed by him during the execution of the work or to the employees and, for any damage/loss caused to any structure or any part of the property due to the negligence/default on the part of the contractor, the Contractor would be wholly liable to make good/repair the same at his own cost and expenses.
- h. All associated activities required for obtaining necessary clearance, permissions, approvals, all licenses from the local bodies, including Mathadi Union/issues etc required for execution of this work shall be the responsibility of the agency and cost of which shall be deemed to be included in the rates.
- i. During execution of the works the entire premises have to be kept clean and free from any obstructions, all the debris and surplus materials shall be removed from the work site as soon as works are completed.
- j. The items are to be brought in to the new site at 14th Road & 16th Road, Khar West – 400 052 and stacked/relocated as desired by STC.
- k. The total work has to be completed in phases and preferably during STC's office hours.
- l. STC reserve the right to reject any or all tenders without assigning any reason. The decision of STC in this regard shall be final.
- m. The rates of the successful bidder will be valid for 30 days from the date of issue of letter of acceptance.
- n. The bidder should be operating in and around MCGM area and the complete details of address including telephone number for the same must be provided.
- o. The agency during the operation would exercise all measures/safeguards/precautions etc. to ensure safety & security of officials and occupants of the apartments.
- p. Any quotation received by Email/Fax/Courier/Speed Post Etc. shall be rejected.
- q. The tender is subject to policy of STC's Management issued from time to time.
- r. STC has the discretion to ask for additional information from the bidder.
- s. All the tender documents are to be signed as a token of acceptance and signed copy of tender document is to be submitted along with bid document.
- t. Any corrigendum/amendments to tender document will be issued on STC's website.

6) SUBMISSION OF BIDS:

The bidders may download the tender document from our website www.stclimited.co.in. The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super scribed as “Techno- Commercial Bid” and the other as “Price Bid”. Both the envelopes should be separately sealed and super scribed with Tender No., Date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No., Date, Name & Address of the Bidder and shall be addressed to - The Deputy General Manager (GAD), The State Trading Corporation of India Ltd, Classique Centre Premises Co-operative Society Ltd., 26, Mahal Industrial Estate, Opp. SBI, Off Mahakali Caves Road, Paper Box Road, Andheri (East), Mumbai – 400 093 and should be dropped at Tender Box placed at STC Andheri Office:-

TECHNO- COMMERCIAL BID

The envelope super scribed as “Techno- Commercial Bid” must contain the following :-

- 1) Copy of PAN CARD – Self Attested by authorized signatory.
- 2) Copy of GST Registration – Self Attested by authorized signatory.
- 3) Filed copies of Income Tax Returns for last three financial years.
- 4) Copy of tender document signed and stamped on each page.
- 5) Undertaking as per Annexure – 3 of Tender Document.
- 6) Authorization letter from Company for person authorized to sign above documents.
- 7) Proof of deposition of EMD Amount via NEFT / IMPS in STC’s Account or copy of valid MSME certificate of registration with NSIC.

PRICE BID :

The “Price Bid” sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE -2 of tender document) duly signed and stamped by the bidder.

NOTE - Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of STC.
The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.

7) AWARD OF BID:

The bidder, whose bid is accepted by STC, shall be issued letter of award (LOA) prior to expiry of bid validity. Lowest bid will be strictly decided as per rate quoted in the price bid

STC reserves the right to ask L2 bidder to match L1 incase problem with L1 bidder. In case L2 bidder backs out then STC would ask L3 bidder to match L1.

8) VALIDITY OF BID:

The bidder agrees to and shall hold his bid valid for one month from the date of placing purchase order. However, the bidder agrees to extend the bid for a further period of two (02) months on the existing terms and condition in case the same is desired by STC.

9) **JURISDICTION:**

If case any disputes arise out of or in connection with the interpretation of this tender Document, the parties shall submit all their disputes to the exclusive jurisdiction of the Courts at Mumbai.

10) **INDEMNIFICATION**

- (i) The Bidder will indemnify STC of all legal/other obligations of its own and its professionals / employees utilized for STC's work.
- (ii) STC also stand absolved of any liability on account of fraud or breach of trust caused by the Selected Bidder or its employees utilized for the performance of work and also for any damages or compensation due to any dispute between the Bidder and its employees.
- (iii) STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any third party or Bidder's employees.
- (iv) The Bidder also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree obtained against the Bidder having tendency to be enforced against the STC. 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 and on behalf of bidder, to the extent of cost/legal expenses/interest imposed upon.
- (v) The bidder hereby also indemnifies STC for any loss or expenses or any dispute which arises due to breach of any of the terms and conditions specified in Tender.
- (vi) The Bidders shall also acknowledges that no property including the end product (PDF files) during or upon completion of the job as per this tender shall vest any right upon the Bidder or entitles any claim over the same by the bidder unless specifically allowed by STC in writing. The bidder shall also ensure that no such property as stated above passes on to any unauthorized person. As such bidder hereby also indemnifies STC for any loss or expenses or any dispute which arises due to breach of any of the aforesaid actions.

All the indemnifications shall be to the fullest and as per satisfaction of the STC.

11) **FORCE MAJEURE**

Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days.

12) ARBITRATION

Any dispute or difference in respect of any matter relating to or arising out of the Tender, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.

13) SUB DELEGATION

No sub delegation of work awarded to the successful bidder is permissible without written consent of STC.

14) NO LIABILITY/OBLIGATION OF GOVERNMENT OF INDIA:

It is expressly understood and agreed by and between the Prospective Successful Tenderer and STC that STC is entering into this Tender and/or agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this Tender and/or Agreement.

15) COMPLIANCE REGARDING GOVT. TAXES / LEVIES

STANDARD TAXES, DUTIES AND LEVIES ETC.:

- a. **Goods and Service Tax (GST):** Please furnish GST registration details (type of registration).
- i. Supply of goods or services or both covered under this tender shall attract goods and service tax (GST) at applicable rate as amended from time to time. The tenderer should clearly mention GST in addition to the basic cost i.e., CGST + SGST + Compensation cess if any in case of intrastate supplies or IGST + Compensation cess, if any in case of interstate supplies and imports in their price bid along with the rate applicable unless notified as exempted.
- ii. The tender shall mention in the Invoice, their GST registration Number (GSTIN), 2 digit or 4 digit HSN code (as applicable) along with description of goods as per goods and service tax act, rules and notifications made thereunder for the items listed in the price schedule of the tender.
- iii. Tenderer should submit GST Invoice for the supplies made to owner as per the provisions of goods and service Act for availing input tax credit by the owner. Further, tenderer shall ensure to file monthly returns along with payment of taxes to the appropriate authority as applicable within the prescribed time as per GST rules made thereunder.
- iv. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG –06.
- v. In case tenderers who opted for composition levy under GST, shall submit a copy of the certificate of provisional registration i.e., GST REG – 25 under GST and the copy of the intimation filed in from GST CMP-01. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG –06.

- vi. Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST.
- vii. The composition tenderer shall submit "Bill of Supply" with the terms mentioned in bill of supply as "composition taxable person, not eligible to collect tax on supplies" for the supplies made by him.
- viii. At the time of evaluation of offers of the registered tenderer, OWNER will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- ix. At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the OWNER shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. For this purpose, the OWNER at their discretion may rely on the tax rates quoted by other tenderer registered under GST. However, OWNER will consider the input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
- x. GST TDS shall be deducted at such percentage as may be prescribed on the goods or services falls under notified category. This will be deducted from such date as notified by the Government and the OWNER shall issue certificate to the tenderer for claiming credit of the same.
- xi. In case any credit, refund or other benefit is denied or delayed to owner due to any non-compliance by the supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse the loss to owner, including loss of credit, interest and penalty.

b) Statutory variation in Taxes, additional levy and withdrawal of taxes:

- i. Any new taxes or additional levies by the Government and Statutory variations during the tenure of the contract will be to Owner's account and reimbursable by/ refundable to, 'The OWNER', subject to submission of relevant documentary evidence.
- ii. Any reduction in tax rates or withdrawal of taxes that are levied by the Government during the tenure of the contract shall be passed on to the Owner's account.
- iii. However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account.
- iv. However, the amount of taxes and duties, are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.

c) Other GST Compliance related terms:

- i. Tenderer shall issue tax invoice indicating all the specified fields in the Tax Invoice Rules as notified including HSN/SAC codes, GSTIN Number.
- ii. Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest and penalty from Revenue Authorities to the OWNER for failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of Tenderer.
- iii. In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of purchase data submitted by OWNER relying on the invoice received from Tenderer, OWNER is entitled to withhold the GST in the month of receipt.

- iv. Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.
- v. In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall deduct TDS from the tenderer bills and will issue necessary certificate to the tender to claim credit of the same.
- vi. It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules.

d. Anti-profiteering Clause: Any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be passed on to the STC by way of commensurate reduction in prices. In view of the anti-profiteering clause in GST, proper action need to be taken accordingly by tenderer to devise a plan for arriving at the amount of benefit obtained by them on account of GST and consequent reduction in the order value to the extent.

16) SUCCESSOR CLAUSE :

This agreement shall be binding upon the parties and their successors, heirs, administrator, permitted assigns etc.

17) CONFIDENTIALITY

Bidder to maintain absolute confidentiality of the information and will not divulge any information to any other party.

For and on behalf of STC

V. V. Mandavkar
Dy. General Manager (GAD)
Mob: +91 98207 53484
Email – vmvishvanath@stclimited.co.in

ANNEXURE - 1

1. Name & communication address of Bidder

Website address & EmailID _____ Mob.No. _____

2. List of documents attached with Bid as per tender documents:

3. Names of sole proprietor/partner/Director,

4. Name & Designation of the Authorized Signatory & contact person

5. Financial Details (All figures to be mentioned in Rs.)

Financial Year	Turnover (In Rs.)
2019-20	
2018-19	
2017-18	

6. Name, address, account number, IFSC/NEFT code of the banker _____

7. Income Tax permanent account no of the bidder (certified copy as proof to been enclosed) _____

8. Service tax registration no., GST of the bidder (certified copy as proof to be enclosed) _____

9. Proof of EMD submitted or MSME Certificate.

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Sign of Bidder with stamp:

Place:

Date:

PRICE BID

On the letter head Company/Firm/sole proprietor

Date: _____

1. Name of the Bidder :
2. Address of the Bidder :
3. Contact person with Mobile No. :
- 4.

Description of items to be Shifted	Rate quoted in Rs. (In Figures and in words)
All works pertaining to packing, shifting/transportation, re-location of office Files/Registers, records etc., furniture like Wooden Desk, Chairs, Steel Almirahs, Cupboards, Office equipments like Desk top Computers and such other items from STC Office at Andheri East & Mallet Bunder, Mazgaon to 14th Road & 16th Road, Khar (West).	
	Applicable Tax (In Rs.):
	TOTAL Rs.(In Figures and in words)

(Signature of Authorized Signatory with date, seal & stamp)

DECLARATION

I / We hereby declare that we have quoted rates in financial response after careful study of terms and conditions of the documents. We shall also accept the decision of Deputy General Manager STC Limited in this regard.

I / We hereby also declare that our firm/company is registered with Government for the above work and we are not black listed. We are in the business of above work, for which we have enclosed appropriate work experience certificate. We have all technical infrastructure and technical staff etc. for smooth and effective execution of abovework.

I/ We have not been black listed by any Government (Central and state) Board/University/Public undertakings/Banks/ R.B.I. etc. I / We certified that the document published by STC Limited, no alterations and additions have been made in it to the best of my/our knowledge.

I / We have submitted the Bid as per the Terms and conditions and there is no deviation.

Sign of Bidder with
Stamp: Place:
Date: