

THE STATE TRADING CORPORATION OF INDIA LIMITED.
(A Government of India Enterprise)

Branch Office: B-1-201, MARATHON NEXTGEN INNOVA,
OPP. PENINSULA CORPORATE PARK,
OFF GANPATRAO KADAM MARG,
LOWER PAREL (WEST),
MUMBAI 400 013

Corporate Office: Jawahar Vyapar Bhavan, 1, Tolstoy Marg, New Delhi 110001

Tender Notice No: **STC/MUM/TANK FARM/PMC/1/2011 DATED 29TH JULY 2011**

Last Date for Submission at STC Mumbai office: **23rd August 2011(15:00 IST)**

Opening of Technical Bids at STC Mumbai office: **23rd August 2011(15:30 IST)**

TENDER DOCUMENT

TECHNICAL BID

Name of Work:

STC invites Sealed Tenders in “Two part” for Appointment of Project Consultant/Project Engineer firm for (a) carrying out comprehensive study/ analysis of all the existing tanks and exposed/underground pipelines submitting recommendation thereof for appropriate repair/maintenance of the operational tanks and making the damaged tanks operational for receipt and discharge of liquid cargo; (b) for construction of new tanks (c) linkage of existing and new tanks with new facility being developed by MBT at Ferry Wharf and (d) supervising the work in capacity as an “Project Engineer” till commissioning as detailed in the tender document.

STC Tank farm Installation site addresses:

- (a) **Curnac Bunder:** 233, P’ Demelo Road (Near fire station), Curnac Bunder, Mumbai
- (b) **Mallet Bunder:** Plot No 159 and 159-A, Chamar Godi (Near ferry wharf), Muzawar Pakhari Road, Mumbai 400 009.
- (c) **New Site (Mallet Bunder):** Plot No 114 to 123, Chamar Godi (Near Ferry Wharf), Muzawar Pakhari Road, Mumbai 400 009.

Details of existing Tanks:

Tank No	Capacity (in MT)	Present Condition
<u>MALLET BUNDER INSTALLATION at Plot Nos. 159 and 159-A</u>		

12	12,000	Being utilized for storage
13	12,000	Being utilized for storage
14	12,000	Being utilized for storage

CURNAC BUNDER INSTALLATION

1	3,900	Empty, needs repairs
2	3,900	Being utilized for storage
3	530	Empty, needs repairs
4	530	Being utilized for storage
5	1,800	Being utilized for storage
6	530	Being utilized for storage
7	70 MTs	Being utilized for storage of water

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Tender Notice No: STC/MUM/TANK FARM/PMC/1/2011 DATED 29TH JULY 2011
(TWO PART TENDER)

Appointment of Project Consultant/Project Consultancy firm and Project Engineer for carrying out comprehensive study/analysis and submitting recommendation and acting as Project Engineer for carrying out following work as per brief description given hereunder:-

SCOPE OF WORK:

SL. NO.	DESCRIPTION
1.	As Project Consultant:
	(a) Comprehensive study for carrying out complete repair of Tank No 1 & 3 at STC's Curnac Bunder Installation making the damaged tanks operational for receipt and discharge for liquid cargo.
	(b) Comprehensive study for carrying out repair & maintenance of existing Tank No. 2,4,5,6 & 7 at STC's Curnac Bunder Installation; Tank No. 12, 13 & 14 at STC's Mallet Bunder Installation; Exposed / underground pipelines for receipt & discharge facilities at both the Installations; and Maintenance of valves & other related infrastructure at both the installations.
	(c) Detailed feasibility study and recommendations on construction of new tanks at vacant plot at Mallet Bunder including receipt and discharge stations with options of integrating it with existing pipelines or making additional pipeline facility.
	(d) Linkage of existing tanks and proposed new tanks at Mallet Bunder Installation with new facility being developed at Ferry wharf by MBPT through underground pipelines.
2.	As Project Engineer:
	Supervision of repair & maintenance work/ construction work of new tanks / construction work of laying down Underground pipelines to be carried out by the contractor(s) strictly in line with accepted recommendations/ designs and specifications based on study carried out as project consultant & approval obtained from statutory authorities.

Note: The job as Project Consultant (for each of the above mentioned 4 activities, ie, 1(a) to 1(d)) shall include comprehensive study/analysis, submitting recommendations, estimation of

cost, preparation of tender documents for appointment of contractor & assisting in evaluation of bids & short-listing and other related activities.

The Tender Document can be viewed and downloaded from our website www.stc.gov.in.

The last date of submission of bid (both Technical Bid and Price Bid in separate sealed envelopes, to be put submitted together in another sealed envelope) at STC's Mumbai office is **23rd August 2011 on or before 3.00 pm**. The Technical bid will be opened at **3.30 pm** on the same day in the presence of attending tenderers or their authorized representatives.

After opening of Technical bid, the capability and suitability of the bidders shall be evaluated and Price bid of qualified bidders shall only be opened in the presence of the attending bidders.

The date of opening of Price bid will be informed to the qualified bidders separately.

Following are the Qualifying Criteria:

- 1) The Firm / Company should have full fledged establishment / office in Mumbai and facilities like telephone, Computers, Printers, Fax, e-mail facilities & Software like MS Office, MS Project, AutoCAD and other relevant software.
- 2) The Firm / Company should have minimum 5 years of relevant experience as per tender requirement.
- 3) The Firm / Company should have rendered relevant project consultancy and project engineering services pertaining to Construction, Management & Supervision of Civil, Electrical and Mechanical works related to construction of tank farms, underground pipelines to handle liquid cargo and development of tank farms for Government / Semi Government / Reputed large corporate clients.
- 4) The Firm / Company should have rendered PMC Services for at least one project costing not less than Rs.10 crores including Civil, Electrical, & Mechanical during previous 5 years for Government / Semi Government/Reputed large corporate clients.
- 5) The Firm / Company should have at least 5 experienced Engineers/Professionals on its rolls, who have handled such jobs in the past.

The STC reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

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Tender Notice No: **STC/MUM/TANK FARM/PMC/1/2011 DATED 29TH JULY 2011**
(TWO PART TENDER)

TERMS AND CONDITIONS FOR PROJECT MANAGEMENT CONSULTANCY (PMC)
SERVICES

INSTRUCTIONS TO THE TENDERERS

1. The Offers should be submitted in two sealed covers one superscripted “Technical Bid-Envelope No.1” and other “Price Bid-Envelope No. 2”. Both covers shall be put in another sealed cover superscripting the envelope with “Tender for Project Management Consultancy (PMC) services, Tender Notice No. and due date”.
2. The Tenderers should submit following in Technical Bid-Envelope No. 1:
 - (a) One set of entire tender document (Technical Bid and Price Bid) issued by The State Trading Corporation of India Limited (STC) with **all the pages of document duly signed & stamped as a token of acceptance of all terms and conditions mentioned therein.**
 - (b) Demand Draft for EMD.
 - (c) Technical bid as per Annexure-I, duly filled in along with requisite documents.
 - (d) Documents in support of meeting the Qualifying criteria.
 - (e) Deviations from terms and conditions of tender documents, if any.
 - (f) Tender in prescribed format complete in all respects (**each and every page of the tender document must be signed and stamped**) accompanied with the earnest money deposit of Rs.50,000/- in the form of Bank draft/Pay order from any Nationalised bank in favour of “THE STATE TRADING CORPORATION OF INDIA LIMITED.” payable at Mumbai should be **dropped in the box kept at the reception of the above mentioned STC Mumbai office on or before 15:00 IST on 23.08.2011.** The STC of India Ltd. shall not be liable for any delay in submission of the tender documents due to postal delay or any other reasons and no extension to the date of tender submission/tender opening shall be given for any reason whatsoever.

3. Price Bid-Envelope No. 2 should contain prices as per Annexure-II.
4. The Tenderers may visit the site and inspect both the installation & vacant plot and if any clarification is required, the same should be obtained from STC- Mumbai at least 3 days before last date of submission of the Technical Bid and Price Bid.
5. All Tenderers are required to submit EMD for a fixed value of Rs. 50,000/- (Rupees Fifty thousand only) alongwith their offer. The EMD shall be in the form of a Demand Draft/Pay Order in favour of The State Trading Corporation of India Limited payable in Mumbai. The EMD should be submitted alongwith the Technical Bid-Envelope No. 1. The EMD of unsuccessful bidders shall be returned within 7 working days on finalization of Tender. No interest will be paid on EMD.

The Earnest Money deposit shall be forfeited without prejudice to any other remedy in case, tenderer after having submitted the tender withdraws the same or changes quoted price or any condition of tender within the period of validity or in case the tenderer after intimation from STC of acceptance of its tender either wholly or in part, refuses to enter into the contract.

6. The successful Tenderer would be required to submit a Performance Guarantee for 10% of the value of the contract in the form of a bank guarantee within a period of 7 days of STC's notification of acceptance of their bid. The format of the performance guarantee is attached.
7. Tenderers are required to keep their bids valid for a period of 60 days from the date of closing of tender.
8. The successful tenderers would be required to complete the project consultancy job and submit draft comprehensive project report to STC, in accordance with the tender / contract terms within a period of 45 days from the date of contract and shall submit Final Report within 15 days of issuance of STC's comments on Draft Report. Any delay in completion of the work beyond the above period shall attract liquidated damages @ 1% of the contract price for each week or a part of a week of delay subject to a maximum of 10% of the contract price. Thereafter, STC may terminate the contract, with risks and cost to the account of the successful tenderer.
9. The Tenderers who do not fulfill all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.
11. STC reserves the right to accept or reject the tenders in full or part without assigning any reason thereof.
12. The Tenderers have to submit Price Bid giving their quote for two different descriptions of work i.e. as Project Consultant for submitting comprehensive project report and also to act as a project engineer to supervise contractors operations as follows:

SL. NO.	DESCRIPTION	RATE TO BE QUOTED AS
1.	As Project Consultant:	Lump sum in INR
	(a) Comprehensive study for carrying out complete repair of Tank No 1 & 3 at STC's Curnac Bunder Installation making the damaged tanks operational for receipt and discharge for liquid cargo.	
	(b) Comprehensive study for carrying out repair & maintenance of existing Tank No. 2,4,5,6 & 7 at STC's Curnac Bunder Installation; Tank No. 12, 13 & 14 at STC's Mallet Bunder Installation; Exposed / underground pipelines for receipt & discharge facilities at both the Installations; and Maintenance of valves & other related infrastructure at both the installations.	
	(c) Detailed feasibility study and recommendations on construction of new tanks at vacant plot at Mallet Bunder including receipt and discharge stations with options of integrating it with existing pipelines or making additional pipeline facility.	
	(d) Linkage of existing tanks and proposed new tanks at Mallet Bunder Installation with new facility being developed at Ferry wharf by MBPT through underground pipelines.	
2.	As Project Engineer: Supervision of repair & maintenance work/ construction work of new tanks / construction work of laying down Underground pipelines to be carried out by the contractor strictly in line with accepted recommendations/ designs and specifications based on study carried out as project consultant & approval obtained from statutory authority.	In terms of percentage of the value (excluding taxes) of the works contract(s) awarded by STC.

Scope of work of Project Consultant will include the following:

1. Repair Of Tank No 1 & 3 at STC's Curnac Bunder:

To evaluate the extent of damage to these tanks and prepare a comprehensive plan to carry out the repairs and future maintenance of these tanks. To estimate the detailed project costs separately for carrying out repair for these two tank.

2. Repair & Maintenance Of Existing Tank No. 2,4,5,6 & 7 at STC's Curnac Bunder Installation and Tank No. 12, 13 & 14 at STC's Mallet Bunder Installation:

To carry out comprehensive study for evaluating and recommending the extent of repair & maintenance of existing Tank No. 2,4,5,6 & 7 at STC's Curnac Bunder Installation and Tank No. 12, 13 & 14 at STC's Mallet Bunder Installation. The study should also cover exposed / underground pipelines and receipt & discharge facilities at both the Installations as well as maintenance of valves and other related infrastructure at both the installations and to estimate the detailed project costs.

3. Construction of New Tanks At Vacant Plot Nos. 114 to 123At Mallet Bunder:

- i. To evaluate the No. of tanks that can be constructed and its capacity based on the soil study of the said land (bearing strength of soil), with preliminary information of pumps, valves and pipeline to connect it to the existing pipeline (both UGPL and delivery pipelines). The consultant would also have to submit detailed layouts of all possible combination of constructing tanks on said plot within the set of requirements /constraints the distance between each tanks etc. for maximum utilization.
- ii. To advise STC and list out details of all statutory permissions/formalities of any government agencies, port authorities or any other formalities which shall be required to be obtained/completed by STC for the required jobs.
- iii. Determine the loading and unloading stations i.e. creating new or merging with existing.
- iv. Determine the exact gestation period of the project from concept to commissioning stage and to prepare a detailed estimates of Project Cost & Schedule (tentative step-wise deadlines for the completion of the project).

4. Linkage Of Existing Tanks And Proposed New Tanks At Mallet Bunder:

- i. Carrying out comprehensive study and recommendations on linking the existing tanks at Mallet Bunder Installation and Tanks proposed to be constructed at new plot at Mallet Bunder installation by laying underground/overhead pipelines connecting it with the new facility being developed at ferry wharf by Mumbai Port Trust and to estimate the detailed project costs.

- ii. To advise STC and list out details of all statutory permissions/formalities of any government agencies, port authorities or any other formalities which shall be required to be obtained /completed by STC for the required jobs.
- 5. **To draft terms and condition of Tender proposed to be issued by STC for appointment of contractor(s) for the required jobs according to the requirements/constraints of the project.**
- 6. **To assist STC in evaluation of bids invited for selection of contractor and in short listing the bidder (as per the pre-bid / technical qualification).**

Scope of work of Project Engineer will include the following:

1. Planning and Co-ordination

- 1.1 Scheduling and implementing construction programs as per plans, design of tank and pipelines to complete the project in time.
- 1.2 To co-ordinate with the Construction Contractors / Engineer in charge / Architect / Consultant for the necessary construction / repair work.
- 1.3 Preparation of periodical reports relating to time, cost and quality.
- 1.4 Ensure that the Contractor abide by the Conditions of Contract.

2. Construction Supervision

- 2.1 Shall physically verify all dimensions of site and ensure that they are as per drawings. Discrepancies shall be notified to STC immediately. Shall be responsible to maintain the dimensions at site as per the drawing.
- 2.2 Shall study all Drawings, Contract Agreement, Specifications etc. and ensure implementation at site.
- 2.3 Shall be responsible for overall monitoring of the construction and shall be regularly available at site (including nights, if the contractor carries out work in shifts to achieve the project completion schedule) for Supervision & Coordination of site work with the officials of STC and the Contractors.
- 2.4 Shall be responsible to deploy requisite number of qualified and experienced Engineers (Civil, PH and Electrical) at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day-to-day work as per specifications and standards.
- 2.5 Shall be responsible to maintain the checklist of day-to-day works.

- 2.6 Shall be responsible for checking the levels, steel reinforcement, centering, shuttering and scaffolding, etc.
- 2.7 Shall be responsible to supervise the day-to-day works like earth work, RCC, brick masonry, tank fabrication, pipe connections joinery and all Civil, PH and Electrical works.
- 2.8 Checking all the measurements recorded in the bill prepared by contractor at site with respect to approved drawings and to certify the accuracy. If in case, it is necessary to take measurements at site and record & finalise the bills, the Project Engineer shall also do so to ensure timely release of payment for the works done.
- 2.9 Shall check that contractors have complied with registration under Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971 and abide by laws pertaining to labour including payment as per Minimum Wages Act and any other Act or enactment relating thereto and rules framed there under from time to time. The Project Engineer shall check compliance by the contractors of all labour laws and relevant Statutory Acts including Labour License, Minimum Wages Act, etc.
- 2.10 Shall keep a track of permissions required from Statutory/ local authorities as advised by Project Consultant and get revalidated whenever necessary.
- 2.11 The Project Engineer shall make their own arrangements, at no extra cost to the STC, for instruments/equipments such as the Theodolites, leveling instruments, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other equipments / instruments etc to carry out their work.

3. Quality Control:

- 3.1 Monitor the quality of the work and control the quality as per specification, relevant IS codes and as per Sound Engineering practices.
- 3.2 Inspect and approve the materials at site as per specifications before they are used in work.
- 3.3 Shall be responsible for obtaining good workmanship with respect to lines, levels, plumb, finish, etc. Shall check all centerlines, dimensions, levels and plumb at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements.
- 3.4 Shall ensure that work proceeds as per tender/contract conditions and specifications. All material brought to site shall be of approved quality and make, rejected material is removed from site and work executed by the contractor is of high standard, good workmanship and desired quality.

4. Site co-ordination

- 4.1 Shall attend periodic site meetings / meetings in STC office and discuss site conditions, bottlenecks faced, likely hindrances, time overruns and any other important matter alongwith solutions proposed. Project Engineer will be required to submit periodic reports concerning quality standard and progress of the project.
- 4.2 To co-ordinate between STC and Contractors in all matters etc.
- 4.3 Any other construction management task not specifically mentioned but relevant for the realization of the project.
- 4.4 Shall verify the bills of contractors for settlement by STC.
- 4.5 Shall submit physical and financial progress reports once every month or as desired by STC in standard Performa approved by STC.

5. Personnel

The Project Engineer is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently. In case, STC finds any Engineer(s) and or any other workman not upto the mark, the Project Engineer will have to withdraw him / them from site and replace him / them by posting new one/s in his / their position.

General

1. The above work is only illustrative and the appointed consultant will carry out every actions needed for successful completion of the project.
2. The decision for carrying out the work of repair and new construction will be at the sole discretion of STC.
3. STC may, at its discretion, carry out construction work / repair work in phased manner depending upon the report submitted by Project Consultant firm.

FEES AND TERMS OF PAYMENT:

The STC hereby agrees to pay the consultants the following remuneration for their services as under:-

- a) Fees quoted by them for services as Project Consultant as per following percentage:
 - (1) 20% payment on submission of the draft report;

- (2) 60% payment within 15 days from the date of submission & acceptance of the Final report, Design & Engineering document, detailed cost estimates and tender document for appointment of contractor.
 - (3) Balance 20% on completion of evaluation of bids invited for selection of contractor and finalization of award by STC.
- b) Fees quoted as Project Engineer for monitoring of repair and maintenance of existing Tanks, Pipelines and any other Civil or Mechanical work required as per their report:
- (1) Upto 80% of fees payable, on monthly basis depending upon %age completion of work by the contractor;
 - (2) 20% of fees after completion of work by the Contractor, rectifications, if any, and starting of operations satisfactorily.

The above professional fees are inclusive of all taxes but excluding service tax which is payable at actuals. Project Consultant/ Engineer will be required to submit their Service Tax Nos. STC will not bear any other taxes or expenses of whatsoever nature. Professional fees are subject to deduction of TDS at applicable rates.

OTHER TERMS AND CONDITIONS

1. It shall be open to the STC to abandon or give up at any stage of the Construction/ Repair / Maintenance of any of the site, Tanks, Under ground pipelines or any part thereof. In the event of such abandonment or giving up or in the event of termination of the agreement, the Project Engineer shall be paid fees for the work performed.
2. Termination of Contract:
 If the Project Consultant/Project Engineer fails to perform any of its obligations under this agreement or if STC is dissatisfied with the services of the Project Consultant/Project Engineer, STC may issue seven days written notice intimating the Project Consultant/Project Engineer of their failures or deficiencies and calling upon Project Consultant/Project Engineer to rectify within such time as may be specified in the notice and if the Project Consultant/Project Engineer fails to perform such obligation or make good such deficiencies as pointed out to the PMC in the notice, STC may terminate the services of Project Consultant/Project Engineer under this agreement.

 STC may also terminate the services of Project Consultant/Project Engineer for reasons mentioned hereunder:

- i) If the firm is adjudged a bankrupt; or
- ii) If the firm make a general assignment for the benefit of their creditors; or
- iii) If a receiver is appointed on account of their insolvency; or
- iv) They disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may arise on account of such termination and STC may get the project completed by whatever method they may deem expedient. In such case, the Project Consultant/Project Engineer shall not be entitled to receive any further payment, if due, until the loss damage or expense incurred by STC due to breach of this agreement by Project Consultant/Project Engineer have been settled by them.

- 3. In case the Project Consultant/Project Engineer abandons the work during the course of the project, STC has the right to appoint an alternate Project Consultant/Project Engineer or make an arrangement for carrying out the work of Project Consultant/Project Engineer, at the risk and cost of the Project Consultant/Project Engineer.
- 4. The scope of work broadly described herein and assigned to Project Consultant/Project Engineer, as their area of responsibility is inclusive of all consultancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such consultancy services will not entitle the Project Consultant/Project Engineer to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

FORCE MAJEURE

- 1. If at any time during the existence of the contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, general strikes, embargoes then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.
- 2. Any waiver /extension of time in respect of the delivery of any installment or part of the goods occasioned due to reason in (i) above shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- 3. If operation of such circumstances exceed three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

4. The party which is unable to fulfill its engagements under the present contract must within 15(fifteen) days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing performance of the contract.

Signature of the authorized
Person with seal of the firm

Date:

Annexure-I

Tender Notice No: **STC/MUM/TANK FARM/PMC/1/2011 DATED 29TH JULY 2011**

TECHNICAL BID

**DETAILS REQUIRED TO BE SUBMITTED WITH TECHNICAL BID FOR
APPOINTMENT OF PROJECT MANAGEMENT CONSULTANCY (PMC)
SERVICES**

1. NAME OF THE FIRM:
 - 1.1 Office Address:
 - 1.2 Year of Establishment:
 - 1.3 Contact Person with Designation:

Ph No / Mobile No:
Fax No:
E-mail:
 - 1.4 Details of Branch Offices if any:
 - 1.5 Organizational setup of the firm, total staff strength both technical and administration with their name, age, qualification and experience:
 - 1.6 Details of office equipments:
 - 1.7 Details of computerization in the office and software adopted:
 - 1.8 Details of License required to carry out Consultancy Firm
2. Details of Associate Companies/Firms:
3. Details of Works carried out and on hand for which they have provided services as

Project Management
Consultant in last five years
with details such as name of
Work, year of completion,
client name and address, cost
of work, time period of
construction, nature of work,
etc. (with Documentary
proof):

4. Any other detail you would like to intimate in support of your application for appointment (Wherever possible supported by documents):
5. Submission of EMD for Rs. 50,000/- in the Technical Bid in the form of Demand Draft / Pay Order favouring The State Trading Corporation of India Limited payable in Mumbai
6. Confirmation of Bid Validity Period of 60 days from the date of closing of the Bid
7. Confirmation regarding submission of 10% performance Bank Guarantee in case of Order
8. Confirmation of completion of Project Consultancy job and submission of comprehensive project report within 60 days of date of contract

Signature of the authorized
Person with seal of the firm

(Note: Attach separate sheet for furnishing information in case the space in the format is insufficient)

Annexure-II

Tender Notice No: **STC/MUM/TANK FARM/PMC/1/2011 DATED 29TH JULY 2011**

PRICE BID

(In separate envelope)

Name of Work: **APPOINTMENT OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES**

Tender Notice No: **STC/MUM/TANK FARM/PMC/1/2011 DATED 29TH JULY 2011**

Name :

Address :

—

Phone No :

—

Price bid for:

SL. NO.	DESCRIPTION	Rate to be quoted as
1.	As Project Consultant:	Lump sum in INR Rs in Fig. _____ Rs in words. _____
	(a) Comprehensive study for carrying out complete repair of Tank No 1 & 3 at STC's Curnac Bunder Installation making the damaged tanks operational for receipt and discharge for liquid cargo.	
	(b) Comprehensive study for carrying out repair & maintenance of existing Tank No. 2,4,5,6 & 7 at STC's Curnac Bunder Installation; Tank No. 12, 13 & 14 at STC's Mallet Bunder Installation; Exposed / underground pipelines for receipt & discharge facilities at both the Installations; and Maintenance of valves & other related infrastructure at both the installations.	
	(c) Detailed feasibility study and	

	recommendations on construction of new tanks at vacant plot at Mallet Bunder including receipt and discharge stations with options of integrating it with existing pipelines or making additional pipeline facility.	
	(d) Linkage of existing tanks and proposed new tanks at Mallet Bunder Installation with new facility being developed at Ferry wharf by MBPT through underground pipelines.	
2.	As Project Engineer:	In terms of percentage of the value (excluding taxes) of the works contract(s) awarded by STC. %age in Fig. _____ %age in words. _____
	Supervision of repair & maintenance work/ construction work of new tanks / construction work of laying down Underground pipelines to be carried out by the contractor strictly in line with accepted recommendations/ designs and specifications based on study carried out as project consultant & approval obtained from statutory authority.	

Signature of the authorized
Person with seal of the firm

Date:

DRAFT OF PERFORMANCE GUARANTEE

The State Trading Corporation of India Limited
B-1-201, Marathon Nextgen Innova,
Opp. Peninsula Corporate Park,
Off Ganpatrao Kadam Marg,
Lower Parel (West),
Mumbai 400 013

Sub : Guarantee No. _____ dated _____ for Rs. _____

This guarantee is made this _____ day of ____ 2011 by (name of Bank with address) (hereinafter referred to as 'Bank') which expression shall unless executed by or repugnant to the context be deemed to include its successors and assigns.

Whereas, The State Trading Corporation of India Limited, B-1-201, Marathon Nextgen Innova, Opp. Peninsula Corporate Park, Off Ganpatrao Kadam Marg, Lower Parel (West), Mumbai 400013 (hereafter referred to as 'STC') and (name and address of the successful tenderer) (hereinafter referred to as "the Consultant") has signed contract No. _____ dated _____ for Rs. _____ (hereinafter referred to as "the Contract") covering Project Consultancy & Management Services for STC's Tank Farms located in Mumbai.

And whereas as per terms of the Contract, the Consultant is required to submit a Performance Guarantee for 10 % value of the Contract for due performance of his contractual obligations, valid for a period of 18 months.

We (name and address of the Bank) hereby affirm that we are irrevocably responsible to STC on behalf of the Consultant upto a total sum of _____ (value of the guarantee in figures and words) and we undertake to pay to STC upon its first written demand declaring the Consultant to be in default under the Contract and without cavil or arguments or reference to the Consultant the sum or sums as specified by STC within the limit of _____ (value of the guarantee in figures and words) as aforesaid without STC needing to prove or to show the ground or reasons for its demand of the sum specified therein.

The guarantee herein contain shall not be affected by:-

1. Any change in the constitution of the Consultant and / or the Bank and / or STC.
2. Grant of any time or forbearance or indulgence of any kind by STC to the Consultant and / or
3. Any change in terms & conditions of the Contract.

Executed this _____ day of _____.

Notwithstanding anything contained herein:-

Our liability under this Bank Guarantee shall not exceed _____ (value of guarantee in figures and words)_____. The Bank Guarantee shall remain valid upto _____ unless a claim in writing is presented to us within _____, all your rights under the said Guarantee shall be forfeited and we shall be released and discharged from our liabilities thereunder.

Date _____

Place _____

(Signature and Seal of the Bank)