

Office Of The Deputy General Manager (Elect.) (Electrical)

State Trading Corporation of India Ltd

REF: STC/BPM/FE/JVB/53

Date: 12.09.2013

TENDER SPECIFICATIONS

1.Tender document for: - Supply & Installation of Fire Extinguishers System as per NIT Terms (2 Part Bidding) at STC Building Complex, Jawahar Vyapar Bhawan – New Delhi

2. Office of issue : Deputy General Manger (Elect.).
BP& M Division, STC (I) Ltd. Delhi, may also be
Down loadable from our website (www.stc.gov.in).

3. Tender Specification No. : TN –

4. Tender cost : **Rs. 2000.00 (through DD/ Bankers cheque)**

5.Last Date of issue of tender from STCup to 5: 00 P.M

6. Date and time of receipt
of tender :up to 3:00 P.M.

7. Date and time of opening
of tender : at 3.30 P.M.

8. Venue of opening : Office of Deputy General Manger (Elect.).

9. Amount of earnest money
to be deposited : **Rs. 2,96,000=00 (through DD/ Bankers cheque)**

10. Estimated cost of work : **Rs. 147 lacs**

For participation in the above tender, the bidder has to submit the attested photocopies of the documents required in the PQR at the time of bidding. This tender document contains:

1. General conditions of contract(Annexure-1)
2. Scope of Supply & work (Annexure-2)
3. Pre-Qualifying Requirement (PQR) criteria (Annexure-3)
4. Price Bid format, (Annexure-4)

Tender Document Sold to:-

Deputy General Manager (Elect.)
State Trading Corporation of India Ltd.

Note: - The tenders should be dropped in the tender box kept in the Reception office , Ground floor, Jawahar Vyapar Bhawan, 1-Tolstoy Marg , New Delhi . No other form of delivery is acceptable and tenders not dropped in the tender box shall be summarily rejected.

State Trading Corporation of India Ltd.
Office of the Deputy General Manger (Elect.) (Electrical)
(Application For Purchase of Tender)

1. TN No. and opening Date : TN--/ Dt.
2. Name of the Contract / Work :- Supply & Installation of Fire Extinguishers System at
STC Building Complex, Jawahar Vyapar Bhawan – New Delhi
3. Name and Address of the Firm :
.....
4. Copy of past work orders Enclosed : Yes/No (Copies Enclosed)
5. Annual turnover of any one year during last 03 years
Enclosed : Yes/No (Value Rs.....)
6. Registration with PF No., TIN No. :
7. Registration No.for Service Tax, ESI Registration :
8. PAN Card No. (Photo copy
9. Satisfactory performance certificate :.....

Name and Signature of Contractor

The application has been examined and the status is as under:-

- A. Copies of old order executed : Yes/No
 - B. Average annual turnover of any year during last three years : Yes/No (Rs.....)
 - C. Other required documents : Yes/No/NA
- Tender be issued to the Firm : Yes/No

Or

Firm does not qualify to Purchase Tender

Deputy General Manager
STC(I) Ltd.

Chief Manager
STC(I) Ltd

Deputy Manager
STC(I) Ltd

INSTRUCTION TO BIDDERS:-

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

1.0 PREPARATION OF TENDER:-

1.01 Before submission of the tender, the Bidders are requested to have themselves fully conversant with the technical 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 at site for seeing the actual working conditions and the nature of work.

1.02 Only such firms need to submit tender who do meet with the eligibility criteria laid down in the tender as well as have to produce satisfactory evidence that they have necessary experience and required manpower and T&P etc. for handling such jobs.

1.03 The Corporation reserves the right to revise or amend the tender documents prior to the date notified for opening to the tenders & also the right to postpone the date for presentation and opening of tender without assigning any reason.

1.04 Bidders are requested to adhere to all clauses of the contract form and general conditions to facilitate finalization of the contract. In case they are unable to do so they should state any particular clause or conditions which may not be acceptable to them and should suggest alternative for consideration. Any clarification with regard to the specification should be sought for by the Bidder on this account before submission of the tender. No correspondence on this account will be entertained once the tender has been submitted by the Bidder.

1.05 The terminated /Black listed/ debarred/ bidder from any Govt. /Semi Govt./ PSU/ Autonomous body/MNC shall not be allowed to participate in the bidding. The firm has to furnish a self-attested certificate in this regard. If the Bidder deliberately gives wrong information in his tender, is liable to rejection at any stage. In such cases the deposited EMD and/ or Security Deposit shall be forfeited by the Corporation.

1.06 Tender document are not transferable.

1.07 Not more than one tender for work will be submitted by one contractor/ firm / company/ bidder.

1.08 The Corporation shall not be liable for expenses incurred by the Bidder in the preparation of the tender whether this tender is accepted or not.

1.09 Tender should be filled in with ink or typed. All pages of tender documents, addition, alternations and over writing in the tender must be clearly initialled by the signatory of the tender.

1.10 Successful L-1 bidder shall be decided on the basis of total amount of quoted rates of price bids section

1.11 Telegraphic tenders are liable to be rejected.

1.12 Tender shall be submitted in forms attached here to the complete schedules shall be considered as part of the contract documents in the case of successful tenders.

1.13 The tender is to be furnished in two parts i.e. Part-I & Part-II, both parts in separate envelopes shall be submitted together in a large envelope. The first envelope super scribed "Part-I Technical and commercial Bid" should contain Technical and Commercial details (Section-I) accompanied with details of EMD (i.e. DD/ Bankers cheque) and the Second envelope super scribed "Part-II Price Bid" should contain Price Bid. Both these envelopes containing Part-I and Part II should further be placed in one bigger size envelope (Main Envelop). All the envelop containing tender documents should be sealed.

1.14 The Part-I i.e. Techno-commercial Bid will be opened on the scheduled due date and time of opening in the presence of representatives of participation firms who choose to be present. Late received offers & offers without EMD., shall be rejected.

1.15 The bidder whose Part-I bids have been found Techno- Commercially acceptable, shall be intimated the date on which the Price bid would be opened.

1.16 The Tender shall be containing the name, residence and place of business of persons submitting the tender. All signatures shall be dated.

1.17 The tenders should be dropped in the tender box kept in the Reception office, Ground floor, Jawahar Vyapar Bhawan, 1-Tolstoy Marg , New Delhi . No other form of delivery is acceptable and tenders not dropped in the tender box shall be summarily rejected.

1.18 The tender copy can be downloaded from the website www.stc.co.in. The downloaded tender copy without tender cost, EMD, at the time of bidding shall be rejected. The Tender cost and EMD shall be accepted only through crossed bank draft/ Bankers Cheque payable to the State Trading Corporation of India Ltd payable at New Delhi.

2.0 EARNEST MONEY:-

2.01 The Bidder shall deposit Earnest Money in the form of crossed bank draft/ Bankers Cheque payable to the State Trading Corporation of India Ltd payable at New Delhi.

2.02 Any tender, not accompanied with EMD amount are liable for rejection.

2.03 In case of unsuccessful bidder, the earnest money will be refundable on application.

2.04 Request for adjustment/appropriation of earnest money/deposits if any already lying with the Corporation in connection with some other tender/orders/works shall not be entertained.

2.05 No interest shall be payable on earnest money deposits.

3.0 GENERAL:-

3.01 Purchase of tender document by the bidder is essential for participation in the tender.

The tender /NIT specification is non-transferable.

3.02 The Bidder shall treat the details of specification and other tender documents as private and confidential and they shall not be reproduced anywhere without the written authorization of the Corporation.

3.03 The Corporation does not bind itself to accept, the lowest or any tender and will not assign any reason(s) for the rejection of any tender or a part thereof.

3.04 Direct or indirect canvassing on the part of the Bidder or their representatives will disqualify their bid.

3.05 The fact of a tender to the Corporation shall be deemed to constitute an agreement between the Bidder and the Corporation where by each tender shall remain open for acceptance by the Corporation. The Bidder shall agree neither to withdraw his offer nor to impair or derogate if the Bidder is notified during the period of validity of tender that his tender is accepted by the Corporation, he shall be bound by their terms of agreement constituted by his tender and such acceptance thereof by the Corporation until a formal contract of the same has been executed between him and the Corporation in replacement of such agreement.

4.0 RECEIPT AND OPENING OF TENDERS:-

4.01 Tender shall be accepted only in the office as indicated against venue of opening on cover page not later than time and date specified.

4.02 If the dates specified for receipt and opening of tenders be declared as public holiday due to any reason, the tenders shall be received and opened on the day on which office re-opens after such holiday (s) in the manner as stated in aforesaid clauses without any notification.

5.0 DEVIATIONS:-

5.01 Deviation from the specification and general conditions of contract shall not be acceptable. **Conditional tenders are liable to be rejected.**

6.0 DOCUMENTS TO ACCOMPANY THE TENDERS:-

6.01 Part-I envelop deals with technical and commercial particulars and performance. The Bidder shall furnish all required documents as prescribed in the prequalifying requirement.

The bidder shall have to produce the original documents at once for the verification of the photocopy papers if so desired by STC. The bidder shall submit other documents, given to

him with the tender copy (except Price bid) with part I duly signed, acknowledging his acceptance to the terms and conditions of Corporation.

6.02 Part-II envelop shall contain only the part-II "Price Bid Section

6.03 The tender which is not accompanied with any of the above mentioned documents or is accompanied with incomplete annexure (s) / schedule (s) are liable for rejection.

7.0 VALIDITY OF TENDER:-

The bid shall remain open for **120 days** which will reckon from the date of opening of technical bid. During this period the bidder shall not be allowed to withdraw or amend or impair or derogate his offer and Earnest money deposited shall not be withdrawn within this period.

CANVASSING:-

8.01 No Bidder shall canvas any, Corporation official or the Engineer with respect to his or other tender. Contravention of the condition will invoke in rejection of the tender.

9.0 ISSUE OF TENDER DOCUMENT:-

9.01 The type of job under this contract is such that it involves a heavy financial liability. Therefore, the tenders will be issued to only those bidders who fulfil Pre-Qualifying Requirement (PQR) of the NIT specification criteria. The bidder shall have to produce the documents, meeting the Pre-Qualifying Requirement (PQR).

Dy. General Manger (Elect.)
State Trading Corporation of India Ltd.

Scope of Supply & work

Annexure -2

1.0 The contractor shall supply the material as standard brand complying the technical specification and Fire standards as applicable. Supply of the material shall include Delivery, F.O .R, destination STC Site, (Including Assembly, Packing, Inland Transportation and Transit Insurance, unloading, storage handling etc.). The firm shall have to offer the inspection of the material before delivery to the site. The expenditure for testing during the inspection shall be borne by the firm. Inspection of the material shall be carried by the STC Official, after intimation from the firm, in the laboratory/ site before delivery to the site for confirmation of the quality of the material along with the test certificate, report of the material.

2.0 The Quantity of the material shall be as following complying the following technical Features.STC reserves the right to alter the quantity of extinguisher by a maximum margin of 15% on the same rates, Terms and condition with in three month from the date of detailed work order.

2.01 Quantity of material

Sr. No.	Item Description	Unit	Qty. Needed
1.	Supply of FE-36 clean agent type Fire Extinguisher(4Kg) as per as per technical specification	Nos.	239
2	Supply of FE-36 clean agent type Fire Extinguisher(2Kg) as per technical specification	Nos.	124
3.	Supply of Ceiling Mounted fire extinguisher with DuPont FE 36 (HFC236fa Base) Clean Agent Gas, Capacity 10 Kg. as per technical specification	Nos.	96
4.	Supply of ABC Powder (MAP-90) type Higher capacity Trolley mounted Fire Extinguisher; Capacity 75 kg as per technical specification	Nos.	6

2.02. Technical Specifications

(A) FE-36 clean agent type Fire Extinguisher

(**4Kg Capacity Qty. 239 Nos. & 2 Kg. Capacity Qty. 124 Nos.**)

1.**BODY**: M. S. Sheet IS: 513 deep drawn using reverse drawing technology and welded to cylinders, hydraulic tested at 35 kg/cm², duly hot phosphated & polyester powder coated - internally and externally - more than 50 microns and electro statically applied and cured to resist fading and cracking.

2. **VALVES**: Controllable discharge valve with non-return valve and safety relief valve having CE Marked.

3. Pressure Gauge: Pressure gauge should bear ISI mark
 4. Clean Agent Gas: DuPont FE 36 clean agent Fire Extinguisher filled with FE-36(HFC-236fa) gas electrically nonconductive non corrosive, colorless and non-residual clean agent approved with US EPA (environmental protection agency) , listing under USA signification new alternative policy (SNAP) & also approved by UL compliant with ASTM -D6541-11. DuPont FE-36 having zero ozone depletion potential, low toxicity is replacement for Halogen 1211, Halogen 1201.
 5. Each extinguisher should pass through MSHLD for leakage test.
 6. Extinguishers should be with CE Marked & BIS Approved (IS 15683).
 7. The Extinguisher suitable for use in human occupied areas with LOAEL and NOAEL level above 10%.
 8. Hydro testing of body shell should be tested, not lesser than at 35 Kg/sq. cm
 9. Fire Extinguisher should be supplied with alarm instrument, which can sound at the time of removal of fire extinguisher from stand.
 10. The EPDM hose pipe should be rated for 4 KG/ cm²
 11. MARKING-
 - A. Manufacturers name and Serial number with month and year of make permanently marked.
 - B. Embossing/Painting with logo on each Extinguisher.
 - C. CE mark
 - D. ISI MARK
 12. Following documents should be provided along with Supply
 - a) BIS: IS 15683
 - b) CE Certificate
 - c) UL Certificate for FE-36 Clean Agent Gas
 - d) Certificate of Authorization Distributer / Dealer from gas Manufacturer.
 - e) EPA Approval.
 - f) MSDS of FE-36 Gas.
 - g) Technical catalogue of FE-36 Gas
 - h) Compliant letter of ASTM-D6541-11.
 - i) Factory Inspection report of Clean Agent fire extinguisher
 - j) Mass Spectrometer Helium Leak Detection Certificate(MSHLD)
- (B) Ceiling Mounted fire extinguisher with DuPont FE 36 (HFC236fa Base) Clean Agent Gas, (Capacity 10 Kg., Qty. 96 Nos.)**

1. It should be Detect fire automatically and suppress the same , on 68 Degree temperature,

2. Paint: polyester coating,

3. Testing pressure of 30 Kg/Cm² and operating pressure of 9 to 12 Kg / Cm² with discharge time 10 -15 Secs,

4. Heat Sensitive Glass bulb sprinkler head. Heat sensitive Range 68 Degree filled with UL Listed DuPont FE 36 Clean agent environmental friendly approved By EPA and listed under SNAP USAUL

Following documents should be provided along with Supply

- a) Certificate for FE-36 Clean Agent Gas
- b) Certificate of Authorization Distributer / Dealer from gas Manufacturer.
- c) EPA Approval.
- d) MSDS of FE-36 Gas.
- e) Technical catalogue of FE-36 Gas
- f) Compliant letter of ASTM-D6541-11.
- g) Factory Inspection report of Clean Agent fire extinguisher

(C) ABC Powder (MAP-90) type Higher capacity Trolley mounted Fire Extinguisher; (Capacity 75 kg. , Qty. :-06 Nos.)

1. Powder: Mono Ammonium Phosphate 90 (MAP - 90%),:- It should be pressurizing Fire Extinguisher (Outside Co₂ Cylinder 2 Kgs. Cap) with Controllable Discharge mechanism, applicable on class A,B,C and electrical started fire,

2. Paint : polyester coating,

3 The cylinders should be accompanied with Hose Pipe (5 Mtr. Length)with controllable nozzle, Confirms to IS 10658, bearing ISI Mark, MAP-90 certificate

Whereas abbreviations are as below

CE- European Community.

ASTM- American society for testing and material.

US EPA-Environment Protection agency.

MSHLD-Mass Spectrometer Helium Leak detection certificate.

BIS- Bureau of Indian Standards.

LOAEL-Lowest observed adverse effect level.

NOAEL- No observed adverse effect level.

UL- Underwriters Laboratories.

MSDS-Material safety data sheets.

3.0: Installation The selection, installation maintenance of first aid fire extinguishers shall be as per instructions laid down in the Indian Standards IS 2190: 2010 (Bureau of Indian Standards fourth revision) The Fire extinguishers have to be installed as per the fire safety rules and regulations prevalent. All the expanses for installation work (Civil/ Mechanical/

Electrical etc.) shall be borne by the firm. The firm shall install the extinguishers as to the satisfaction of site in-charge. The firm shall keep the site clean and the debris accumulated during the installation shall be removed by the firm after the completion of the installation.. STC reserve the right to impose a penalty Rs. 2000 / per day against scattered material / debris at site for uncleanliness of the site.

4.0 Consumable:-The consumables like waste cloth/ cotton, detergent powder, petrol, Insulating varnish, kerosene oil, plaster of Paris, oil paper, oilpaper, emery paper, caustic flux etc. shall be arranged by the contractor at his own cost.

5.0 CONTRACT DOCUMENT AND AGREEMENT: -

5.01 The order placed under these specifications shall be governed by terms and conditions as incorporated NIT documents and as given in the 'Work order' and it's Annexure (s). The terms and conditions specified laws 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 constructed according to the laws of India. For the due fulfillment of the contract, the contractor shall execute an agreement in triplicate in the prescribed form to be obtained from the order placing authority on non-judicial stamp paper worth Rs.100.00. Such agreement shall be executed & signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents shall be required to be submitted to the order placing authority with in a period of 15 days from the receipt of the order. One copy of the accepted agreement duly signed by order placing authority shall be sent to the contractor for his reference. The agreement shall not be executed without depositing security deposit.

5.02 The contract documents shall include the followings:-

- (i) Agreement.
- (ii) Detailed Award letter
- (iii) Tender terms

5.03 All the charges in respect of execution of the contract shall be borne by the contractor. The contractor shall be furnished with an executed copy of the contract document.

6.0 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 (Electrical), State Trading Corporation of India Ltd. ,Tolstoy Marg, New Delhi

7.00 CHANGE OF NAME OF TENDERER / CONTRACTOR: -

7.01 At any stage after tendering, the order placing authority shall deal with tenderer / contractor only in the name and at the address under which he has submitted the tender. 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 his discretion deal with the agent / representatives / sister concern and such dealing shall not relieve the contractor from his responsibilities / obligations / liabilities to the STC 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 Corporation may get the portion of work or whole piece of work not executed by the contractor in time or done in violation of the contract get done from elsewhere at the risk and cost of the contractor.

8.00 SUB-LETTING: -

The contractor cannot sublet the contract without the consent State Trading Corporation of India Ltd., Tolstoy Marg, New Delhi of in writing.

9.00 Safe Custody of Equipment: and material

The firm shall be solely responsible for safe custody of material at their works from the date of start of the work to the date of hand over to STC. The firm shall keep adequate care of equipment at his works and any damages or loss due to theft, fire, flood, riots etc. shall be on contractors account. STC will provide lockable storage / workshop space to the contractor free of cost

10.00 Warrantee:-

The firm shall guarantee satisfactory performance in respect of workmanship and material for a period of **60** months from the date of final hand over of the Extinguishers. If any of the Extinguishers fails within the Warrantee period due to any reason then the firm will be fully responsible to get it replaced/ repaired at his own cost at the time of intimation. If the problem is not rectified within 15 days, the warrantee period shall be extended for the actual period of fault. If the firm do not repair/ replace the faulty Fire extinguishers within one month, STC will be at liberty to get the work done from any other agency at the risk & cost of the firm and in such cases the dues (S.D/ EMD Etc.) to the firm shall be forfeited. In case the extinguishers are used by STC to meet the emergency, the guarantee will be void and refilling cost replacement cost (if any) shall be released to the contractor on mutual agreed / market rates (whichever is lower) and the warranty will prevail for the remaining period.

11.0 Completion Period of the Work:-

All the Fire Extinguishers have to be supplied & installed within a period of **90** (Ninety) days from the date of placing L.O.A.. (Letter of Award) to the firm . Total execution time shall be counted from the date of placing the L.O.A. to the final handing over of all the extinguishers, after the completion of installation.

12.0 Delay in execution :- A penalty of 1% (one per cent) of the total work order for per week delay shall be levied ,amounting up to maximum total of 10% of the contract value. STC shall be at liberty to impose any amount of penalty if the delay amount exceeds maximum limit.

13.0 Payment terms: - Only 90 % payment against 100 % delivery of the material shall be made on against running a/c bills. The remaining, 10% amount of material shall be made along with installation charges after 100 % completion of installation work as to the satisfaction to the site in-charge. No advance /part payment shall be released. Necessary statutory deductions shall be made before release of payments.

The payment through EFT (Electronic Funds Transfer) is mandatory. However, the firm will have to sign the requisite transaction agreement as specified by SBI. STC shall not pay any escalation in cost on any grounds to the above.

14.0 ACCEPTANCE OF THE ORDER: -

The acceptance of the order shall be conveyed to the order placing authority within 07 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 and it will be deemed as the agreement between the contractor and STC.

15.0 The order placed under these specifications shall be governed by terms and conditions as incorporated in this section of the specifications and as given in the 'Work order' and it's 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 constructed according to the laws of India

16.0 SECURITY DEPOSIT: -

16.01 The successful tenderer shall have to deposit a security amount @ 10% of the contract value. Out of which 5% amount value will be deposited in Draft / Bankers Cheque in favor of STC, Jawahar Vyapar Bhawan Tolstoy Marg, and New Delhi payable at New Delhi within seven days from the award of detailed work order. Amount of EMD already deposited (2% estimated value) shall be adjusted in this 5% Security deposit amount. Balance 5% S.D. will be deducted progressively from the running bills (5% amount of each running bill) by STC.

16.02 Release of Security Deposit:- Out of this 10 % security amount (S.D.), 5 % shall be released after successful completion of one year, reckoned from the date of handover to STC of the work. The remaining 5% amount shall be released progressively at the end of each year @ 1% per year effective from start of warranty period. The defect liability / performance Warrantee period as effective from the date of completion of work as per NIT terms.

16.03 If the contractor firm fails and neglects to observe or perform any of its obligation under the contract it will be lawful for the STC to forfeit, at its absolute discretion, the security deposited to STC and / or STC reserve the right to arrange the work through any other agency at the risk and cost of the contractor.

16.04 No interest shall be payable on such deposits.

17.0 FORCE MAJEURE CONDITIONS: -

17.1 If at any time during the currency of contract the performance in whole or in part is prevented or delayed or the contractor is not able to arrange execution of the work due to reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine, restrictions, strikes, lock outs or acts of god (here in after referred to as event) then provided a notice and adequate proof of execution / performance of work having suffered on account of these events is given within 24 hours from the hour of occurrence and further in case of strike / labour dispute prolongs beyond a period of 48 hours, the contractor shall immediately inform to the STC. STC reserves the right to get the work done from any other agency at the risk & cost of the contractor.

18.0 LIABILITY OF THE CONTRACTOR:-

18.01 The contractor shall provide suitable manpower as per requirement of the work. The Engineer-in-charge will check the work.

18.02 WAGES AND OBLIGATIONS : -

18.02 Contractor shall ensure and will be solely responsible for payment of wages and as per statutory provisions like Provident Fund, ESI, Bonus etc. and shall be fully comply with the rules laid under payment of wages act and enforced from time to time. The contractor shall keep 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 as and when desired by him. Labour laws, legislations including Labour license from the competent authority under the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall maintain the records as per the Factories Act. 1948

18.03 Contractor shall be solely responsible to obtain and abide by all necessary licenses / permissions from the concerned authorities as required under the various Acts. Supervision, control and regulation of condition of the workmen engaged by the contractor

shall be his responsibility and STC will have no direct connection with the workers of the contractor.

18.04 The work / job shall be executed exclusively in accordance with details, instructions as specified by the Engineer-in-charge.

18.05 Contractor shall be bound to discharge obligation as provided under various statutory enactments including Payment of Wages Act. 1936, Minimum Wages Act. 1948, Employees liability Act. 1938, Workmen compensation Act. 1923, The Factories Act. 1948, ESI Act. 1948, PF Act, CPF rules,, Service Tax Rules and any modification thereof and any other law relating thereto and rules made there under from time to time.

18.06 The Contractor shall ensure checking of all relevant records to Labour Inspector, PF Inspector or any other Statuary authority as desired by concerned Officer and submit the report of the same to Engineer In charge.

18.07 STC shall not be responsible in any manner for any Act or Omission of the workers engaged by the contractor. No claim in this regard shall be entertained by STC If by virtue of any law in force; STC is made to pay any amount by way of penalty / damage / fine etc. STC shall recover the amount so paid along with other expenses incurred by STC to defend such cases.

18.08 INSURANCE: -

It is sole responsibility of the contractor to get his workmen insured under 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.

18.09 ISSUE OF GATE PASSES TO WORKERS ENGAGED BY CONTRACTOR:-

After award of the contract the successful contractor will furnish the list of Supervisor / labour to be engaged by him indicating their particulars with passport size photo graph to the Engineer-in-charge for arranging gate passes from security officer which are required to be produced for security check before entry into the site premises and to be kept always displayed by them during working hours in JVB.

Contractor shall submit ID proof of each employee duly verified by him. The contractor shall be responsible for any lapses found in the identity related issues.

19.00 OBLIGATION OF THE CONTRACTOR:-

19.01 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 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.

19.02 The normal working hours in STC shall be generally from 9.30 AM to 5:30 PM in general shift. However the work may also be carried out beyond office hours with the consent of the Engineer in charge. The contractor shall depute skilled and experienced persons duly approved, who are conversant with the nature of work involved. In case any worker / personnel is found unsuitable by site in charge the same shall be replaced by another suitable person immediately

20.00 TOOLS & TACKLES: -

All required general tools and plants for completing the specified work, shall be provided by the contractor.

21.00 MAINTAINING RECORDS AS PER THE FACTORIES ACT. 1948/ LABOUR

LAWS:

21.01 The Contractor shall have to provide mobile phone with incoming & outgoing facility to their Supervisor and 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 any changes in above, same shall be communicated in advance to the Engineer In charge.

21.02 On failure of the contractor in complying with any of the above directions, STC 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.

21.03 The Contractor will also take proper care for other STC assets nearby to the working place and will also ensure no damage is caused to them.

21.04 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

22.00 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. 1000/-** (Rs. One Thousand Only) will be imposed/ recovered in each case as token penalty. However, in case of more than three such incidents, such contractor will be black listed and no contract shall be awarded to him further & all the existing contracts will be liable to be cancelled.

23.00 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

24.0 LIABILITY FOR DAMAGES: -

24.01 If due to contractor's negligence and / or non-observance of safety and other precautions, any accident / injury occur to any other person / public, the contractor shall have to pay necessary compensation & other expenses, if so decided by the statutory authorities under labour laws and / or rules made therein force from time to time without any liability on STC.

24.02 If due to contractor's negligence and/ or non-observance of safety precautions, damage to STC property and personnel's occur, the same will be recovered from the running bill of the contractor or from his security deposit. STC will not be liable at any stage on these accounts.

25.00 WITH HOLDING PAYMENT:-

STC may withhold 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 himself from loss on account of: -

- A. Defective work not remedied or warranty 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 contractors/ Corporation 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 Corporation.

26.00 REGARDING PERSONNEL OF CONTRACTOR: -

26.01 The Engineer-in-charge shall be at liberty to object to the supervisor or any person employed by the contractor for execution of the work who commits misconduct or be incompetent, or negligent and the contractor shall remove the person so objected by Engineer-in-charge or on notice in writing requiring him to do so and shall provide in his place competent supervisor/person at the contractor's expenses for execution of the work.

26.02 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 shall be maintained.

27.0 TERMINATION OF CONTRACT: -

27.01 STC reserve the right to cancel the contract at any moment without assigning any reason, in case, the contractor fails to carry out work satisfactorily under this contract STC at its discretion can get the work done by another party(s) at the risk and cost of contractor without prejudice to the STC's right under the terms & conditions of this contract and any extra expenditure involved in this regard shall be recovered from the contractor.

27.02 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 financial hold of the contractor available with the STC. In case, where the amount of recoveries against the firm/contractor exceeds its financial hold, STC will be at liberty to affect such recoveries out of the financial hold /pending payments of the firm/contractor available with other PSUs /sister companies of STC.

Deputy General Manager (Elect.)
STC of India Ltd, New Delhi

PRE QUALIFYING REQUIREMENT (PQR)

Annexure -3

Name of work- Supply & Installation of Fire Extinguishers System at STC Building Complex, Jawahar Vyapar Bhawan – New Delhi

Only those firms can participate, who possess the following pre- Qualifying Requirements and shall have to submit the necessary documents verifying their credentials along with Tender document

1. The Bidder should have average annual turnover during last 03 (three) financial years

(FY 2012-13, 2011-12, 2010-11) should be at least Rs. 1.0 Cr.(Rs one Crore.), for which audited financial statements should be accompanied.

2. The bidder should be Manufacturers (having manufacturing license of each item) of Fire Extinguishers .In case the manufacturer Authorizes their Distributors to participate in the bid on their behalf , the eligibility criteria (PQR) has to be fulfilled by the manufacturers only and the Authorizes Distributor has to produce the letter of authorization for participating in the bid.

3. The bidder should have experience of Supply & Installation of Fire Extinguishers in any Govt/ Semi Govt./PSUs during last 07 (seven) years preceding from 01.07.13. It should be either of the following.

(a) Three similar completed works costing not less than the amount equal to Rs.59.0 Lacs.

(b) Two similar completed works costing not less than the amount equal to Rs. 74.0 Lacs.

(c) One similar completed works costing not less than the amount equal to Rs. 118.0 Lacs.

4. Satisfactory performance certificate of the above experience of work Executed should be signed by the officer not below the rank of Superintending Engineer / order placing authority of concerned organization.

5. The bidder should furnish copy of 1.service tax registration 2. Provident Fund (PF) registration 3. ESI Registration 4. Pan card 5.TIN no.

Note:-

1. The Earnest money of Rs. 2, 96,000=00 and tender fee of Rs. 2000=00 is required to be submitted through Demand Draft/ Bankers Cheque and should be accompanied with techno commercial part of the bid.
2. The technical evaluation of the bids shall be done on the basis of above criterions.

The

Offers of the bidder not fulfilling above conditions fully or partially shall be rejected.

Deputy General Manager
State trading corporation of India Ltd.

PRICE BID**Annexure -4**

Price bid for the Supply & Installation of Fire Extinguishers System at STC Building Complex, Jawahar Vyapar Bhawan – New Delhi

Sr. No.	Item Description	Unit	Qty.	Rate per unit	Amount (Rs.)
1.	Supply of FE-36 clean agent type Fire Extinguisher(4Kg) as per as per technical specification in annexure-2	Nos.	239		
2	Supply of FE-36 clean agent type Fire Extinguisher(2Kg) as per technical specification in annexure-2	Nos.	124		
3.	Supply of Ceiling Mounted fire extinguisher with DuPont FE 36 (HFC236fa Base) Clean Agent Gas, Capacity 10 Kg. as per technical specification in annexure-2	Nos.	96		
4.	Supply of ABC Powder (MAP-90) type Higher capacity Trolley mounted Fire Extinguisher; Capacity 75 kg as per technical specification in annexure-2	Nos.	6		
5.	Total				
6.	Installation charges				
7.	Service Tax @ as applicable,(12.36 % presently) on Installation charges				
GRAND TOTAL					

In words Rs.....

Note:-1. The price comparison shall be done on the basis of **Grand Total**. The bidder is required to quote for the complete work. Bidder quoting for only one part of the above shall not be considered.

2. Prices should be quoted in the above format only.

3. We agree to carry out the works as per the specification at the rates quoted by us.

4. Our offer is valid for 120 days from the date of tender opening.

5. The above rates are firm; service tax shall be **extra** & paid by STC on producing documentary proof of deposition.

6. The Supply rates should include Excise duty, Cess CST, VAT, Exit tax, Freight up to STC site Delhi, Transit Insurance and all other taxes and duties.

Signature and seal of the bidder