



**THE STATE TRADING CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISES)
“STC TRADE CENTRE” 6th Floor, 7/A Nandini Layout
Bangalore – 560096**

NOTICE INVITING TENDER

**TENDER FOR RESTORATION OF BWSSB WATER SUPPLY AT “STC
TRADE CENTRE” BUILDING IN NANDINI LAYOUT, BANGALORE –
560096**

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Bangalore – 560096

NOTICE INVITING TENDER

Tender Ref: - STC/BNG/GAD/02/2025-26

17.02.2026

1. Bids are invited from competent firms as per Pre Qualifying Criteria of bid document, in two part bidding process, for the following works-
 - a. Restoration of BWSSB Water Supply at the "STC Trade Centre" Building in Nandini Layout, Bangalore, upon obtaining the necessary permissions from BBMP, BWSSB, or any other relevant statutory body.
 - b. The road cutting labour charges and material charges must be included and submitted with the tender quote.
 - c. Obtain BWSSB permission for the change of the water supply line.
 - d. Restore any digging and damages caused during the work, and undertake the necessary civil work at the premises to return it to its original condition upon completion of the water supply installation at the “STC TRADE CENTRE” Building Nandini Layout Bangalore.
2. Bid issue site: www.eprocure.gov.in
3. **Estimated cost : Rs 1.25 Lakhs**
4. **Tender document fee : NIL**
5. **Last Date and time of submission of scanned tender documents with necessary documents in the e-tender portal: 10.03.2026 Time : 3 PM**
6. **Date and time of opening of tender (Technical Bid-I): 10.03.2023 up to 03:30 PM**
7. **Venue of opening: www.eprocure.gov.in.**
8. Date and time of opening of Price Bid of tender (Part-II) : Shall be intimated later to the successful bidders in technical bid.
09. **Amount of earnest money to be deposited (EMD) (By DD/ Banker’s Cheque)- : NIL**
10. Any deviation from pre-qualification requirement or other tender conditions shall be result into technical disqualification.
11. All the tender documents should be signed by the bidder as a token of acceptance and shall be submitted in PDF format online.

12. If the dates mentioned above happens a Holiday in STC, the next working day shall be considered as mentioned date.

A. Instruction for filling the E-Tender

1. Bids are invited via open tender enquiry process for the following works-
 - a. Restoration of BWSSB Water Supply at the "STC Trade Centre" Building in Nandini Layout, Bangalore, upon obtaining the necessary permissions from BBMP, BWSSB, or any other relevant statutory body.
 - b. The road cutting labour charges and material charges must be included and submitted with the tender quote.
 - c. Obtain BWSSB permission for the change of the water supply line.
 - d. Restore any digging and damages caused during the work, and undertake the necessary civil work at the premises to return it to its original condition upon completion of the water supply installation at the "STC TRADE CENTRE" Building Nandini Layout Bangalore.
2. Bids have to be submitted on line only via <http://eprocure.gov.in/eprocure> (the e-procurement portal of NIC (eprocure.gov.in/eprocure)). No bids shall be accepted in hard copy or any other form.
3. For submission of e bids, bidders are required to get them registered with NIC's central Public Procurement (CPP) portal (<http://eprocure.gov.in/eprocure>) using Class II / Class – III digital signature certificate. All the details mentioned during registration / enrolment process should be correct / true. Bidders have to abide by all the terms and conditions mentioned during registration process.
4. Any Financial instrument such as tender fee, earnest money deposits (EMD) and which are required to be submitted in the desired form must reach STC before closure of the tender. The details of financial instrument entered during the e bid submission should tally with those submitted physically. Otherwise, the bid may be rejected.
5. The bidders are required to upload soft copies of all relevant documents.
6. Bidders are advised in their own interest to submit the on line bids well before the bid document submission end date and time (as per server system clock of CPP). STC will not be responsible for any delay or the difficulties encountered during submission of bids at the eleventh hour due any technical or other problems.
7. For any queries relating to the process of online bid submission or queries relating to Procurement Portal (eprocure.gov.in), the bidders may contact CPP Portal Helpdesk on Tel No's.: 1800-3070-2232, 91-7878007972, 91-7878007973, 91-7574889871 and 91-7574889874.
8. Bidders may regularly visit STC website for any information / clarification / addendum / corrigendum etc. related to this tender, processing of bids received, award of job etc. STC shall not be liable to send any individual information or publish a public notice for any further information regarding this tender in newspapers.
9. Portal for Online Submission www.eprocure.gov.in.

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

Ashish Mundhekar
Manager – STC Bangalore RO
The State Trading Corporation of India Ltd
PH: 080-23198802

DEFINITIONS:

1. “Application” shall mean the request submitted by interested parties for obtaining the bid document.
2. ‘BID/Tender’ shall mean documents issued by STC to the prospective Bidder.
3. “Bid Security / Earnest Money / EMD” shall mean the amount to be deposited by the Bidder with the Bid.
4. “Bid Validity” shall mean the period for which the Bids shall remain valid.
5. “Bidder” shall mean the party participating in the Bidding process pursuant to and in accordance with the terms of this document.
6. “Contract Agreement” shall mean the agreement to be signed between the Successful bidder and the nominee of the competent authority on behalf of STC.
7. “Contract Price” shall mean the financial bid of the Successful Bidder as accepted by the STC.
8. “Date of commencement of work” shall mean the date of start as communicated by Letter of Intent or Work Order.
9. “Defects Liability Period/Maintenance Period” means the period after completion of the contract during which the STC or his authorized representative/Engineer-in-charge will notify to the Contractor any defect noticed in the work and the contractor is liable for, replacing or repair the same as provided under the Terms of the Contract/ Tender Document. Proof of dispatch of letter notifying the defect/intimating the representative of Contractor at site on the last date of Defect Liability period will make the contractor liable for rectifying all such defects.
10. “Engineer in Charge (EIC)” means the authorized representative nominated by STC.
11. “Tender Evaluation Committee” shall mean the committee constituted by STC for the evaluation of the bids.
12. “Letter of Award/Notification of Award” shall mean the letter issued by the STC to the successful bidder inviting him to sign the contract agreement.
13. “STC” shall mean the State Trading Corporation of India Limited with its registered office at Jawahar Vyapar Bhawan, 1-Tolstoy Marg, Janpath, New Delhi – 110 001 and Representative Office at 6th Floor, “STC TRADE CENTRE” 7/A Nandini Layout, Bangalore – 560096 or their nominee/assignee. Word “STC” has also been used for The State Trading Corporation of India Limited.
14. “Performance Security/Performance Guarantee” shall mean the amount to be paid by the successful bidder as per relevant clause mentioned in the tender document.

15. “Work” means –
- a. Restoration of BWSSB Water Supply at the "STC Trade Centre" Building in Nandini Layout, Bangalore, upon obtaining the necessary permissions from BBMP, BWSSB, or any other relevant statutory body.
 - b. The road cutting labour charges and material charges must be included and submitted with the tender quote.
 - c. Obtain BWSSB permission for the change of the water supply line.
 - d. Restore any digging and damages caused during the work, and undertake the necessary civil work at the premises to return it to its original condition upon completion of the water supply installation at the “STC TRADE CENTRE” Building Nandini Layout Bangalore.
16. “Site”: shall mean the place where the works under the Contract are to be carried out and the details of which are provided in this document.
17. “Successful Bidder” shall mean the bidder who has been declared technically qualified and the bid has been accepted by competent authority of STC. The successful bidder has to sign the contract agreement.
18. “Scheduled Banks” mean Scheduled Commercial Banks of Govt. of India.
19. Order placing authority means: - The officer who is issuing or Placing detailed work order to the firm.

(All pages to be submitted duly signed with seal in token of acceptance.)

Ashish Mundhekar
Manager – STC Bangalore RO
The State Trading Corporation of India Ltd.
PH: 080-23198802

PROFORMA – I

Letter for submission of bid

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

From:.....

To

Manager,

The State Trading Corporation of India Ltd,

6th Floor, “STC TRADE CENTRE”

7/A Nandini Layout,

Bangalore - 560096

Sir,

1. I/We have examined the conditions as incorporated in the Bid documents for the Execution of work and having visited and examined the site of said work, I/we the undersigned, offer to execute the said works in conformity with the conditions of bid.
2. Should this bid be accepted I/We undertake to take over the site within 03 days and commence the work as stipulated in the Letter of award for the said work. If I do not commence the work at site within 03 days from the date of award of work, STC may take punitive action against me as deemed fit including debarring/ Holidaying / Blacklisting, for 2 years .
3. I/We agree to abide by this bid for a period of 90 days from the date of opening of Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us.
4. I/We agree to inform you that whenever there is a change in my permanent, correspondence address for communication including electronic mail, I/we will inform STC immediately else STC can take any action as deemed fit. I/We also agree that communication through electronic mail as mentioned in my bidding KYC form will be as good as by registered/ speed post
5. I/We agree that unless and until an agreement is prepared and executed, this bid and conditions of the tender document together with STC’s written acceptance thereof shall constitute a binding contract between us.
6. I/We understand that STC is not bound to accept the lowest bid and

that STC reserve the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award of work, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligations to inform the affected bidders of the grounds for STC's action.

7. I/We understand that STC may reject my bid if the same does not meet the cost of all statutory compliances even if my bid is First Lowest.

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

(a)-----Sign

(b)-----Sign

Yours Faithfully,

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

Permanent address

.....
.....

Local address :

.....

Email address

.....

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

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

Signature of Authorized representative of the bidder.

PROFORMA – 2

Letter for Un-Conditional acceptance of Bid Document

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

To
Manager,
The State Trading Corporation of India Ltd,
6th Floor, “STC TRADE CENTRE”
7/A Nandini Layout,
Bangalore - 560096
Subject: - Unconditional acceptance of Bid Conditions

Dear Sir,

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

Name

Designation

PROFORMA – 3

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

Past Contractual performance/declaration by the bidder

Following is certified that ---

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the bid evaluation criteria.
2. We do not have records of poor performance such as abandoning the work, not properly completing the contract, work in-completion, failure to comply statutory compliances related to any contract, inordinate delays in completion, litigation history with STC or financial failures etc.
3. Our business has not been banned/ Blacklisted/Holidaying by any Central/State Govt. department/Public Sector Undertakings or Enterprises of Central /State Govt during last 3 years proceeding from the last date of bid submission.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We have not submitted any fraudulent document/information either in present or past bids due to which, STC can invokes its right to disqualify us/me or take any action as deemed fit such as debaring of business for 2 years.
7. There has been no judgement/award by tribunals/orders if any against us/me pertaining to cheque bounce/dishonour/damage or commercial disputes.
8. There has not been any pendency for the statutory compliances regarding the man power deployed by us during last 3 years, at any site including STC (if worked in STC) preceding from the closing date of the Bid.
9. I assure that I will not use the manpower of this site to any other site of my firm. if found/ noticed so, STC will be free to take any action including (up to) debaring of my business for 2 years ,as deemed fit as I understand that the same may amount to exploitation of manpower on the same PF /ESI account(s) of the work force.

General Contract Conditions Section “A”

INSTRUCTION TO BIDDERS:-

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

1.0 PREPARTION OF TENDER:-

- 1.01 Before submission of the tender, the Bidders are requested to have themselves fully conversant with the “Pre-Qualification Requirement “specification, nature of work, the site conditions and general conditions of contract etc., so that, no ambiguity arises at a later date in this respect. They may visit the site for seeing the actual working conditions and the nature of work.
- 1.02 Only such persons/firms/company need to submit bids which meets the Tender evaluation criteria and other terms of the bid documents and which can submit satisfactory evidence in that regard.
- 1.03 The Corporation reserves the right to revise, amend or cancel the 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 The terminated/debarred/Blacklisted/Holidaying bidders from any Govt./Sem Govt./PSUs are not allowed to participate in the bid (as per Performa 3).
- 1.05 Tender document are not transferable. JV (Joint Ventures) firms are not allowed to participate in the tender.
- 1.06 Not more than one tender for the work shall be submitted by one contractor or one firm of contractor.
- 1.07 The Corporation shall not be liable for expenses incurred by the Bidder in the preparation of the tender whether his tender is accepted or not.
- 1.08 Bids containing any alterations/cuttings/marks of eraser etc even if accompanied by signature shall be liable to be rejected on such grounds.

- 1.09 Successful L-1 bidder shall be decided on the basis of price of quoted in the price bids section
- 1.10 Tenders submitted by courier/post liable to be rejected.
- 1.11 Part Tender submitted shall be rejected.
- 1.12 The tender is to be furnished in two parts i.e. PART-I (Techno-commercial bid) & PART-II (Price Bid); All the tender document digitally signed accompanied by documents in support of pre-qualifying requirement / tender enquiry , scanned copy of financial instrument should be uploaded to the <http://eprocure.gov.in/eprocure>. Price Bid to be uploaded separately in Price Bid BOQ format only.
- 1.13 The Part-I i.e. Techno-commercial Bid will be opened on the scheduled date and time online.
- 1.14 The bidder whose Part-I (Techno- Commercial bid) bids have been found acceptable, shall be intimated through written communication and / or through telephonically as the case may be. The price bid of these technically qualified bidders shall be opened on the scheduled due date and time on line.
- 1.15 Intimation regarding date, time of opening of price bid shall be intimated on line to the technically qualified bidders.
- 1.16 STC reserves the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award the contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligations to inform the affected bidder or bidders of the grounds for STC's action.
- 1.17 STC reserves the right to nominate or replace the Engineering in charge during the currency of contract period or during the tender process.
- 1.18 If any discrepancy or any short coming is found at later stage or L1 agency does not turn up for verification of originals and which renders tender of L1 agency as invalid , the EMD amount shall be forfeited and the bidder shall be debarred for tendering for a period of 2 years in STC(I) Ltd.
- 2.0 General Terms:-

- 2.01 The Corporation is not liable to accept the lowest or any other bid and shall not assign itself to accept the lowest or any other tender and will not assign any reason(s) for the rejection of any tender or a part there of.
- 2.02 The tenderer 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
- 3.0 RECEIPT OF TENDERS:-
- 3.01 The tenders should be filled on line as detailed above. No other form of tender submission shall be accepted.
- 4.0 DEVIATIONS:-
- 4.01 Bids containing deviations from the specifications and general condition of contract shall be liable to be rejected.
- 5.0 SUBMISSION OF DOCUMENTS ALONG WITH THE BID
- 5.01 Part-I deals with technical and commercial particulars and performance of the bidders. The Bidder shall upload all required documents as prescribed in the tender document except price bid with part I, duly digitally signed, acknowledging his acceptance to the terms and conditions of tender.
- 5.02 Part-II shall be only the “Price Bid Section”. The successful bidders in techno commercial evaluation shall be intimated by the Corporation. Price bid shall be opened of only those successful bidders who qualify in techno commercial evaluation. Price Bid to be uploaded separately in Price Bid BOQ format only.

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Amount with Tax Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	Restore BWSSB Water Supply	4			53	55
1.01	Restore BWSSB Water Supply "STC TRADE CENTRE" Bangalore	1.000	Mtrs		0.00	NR Zero Only
Total in Figures					0.00	NR Zero Only
Quoted Rate in Words					INR Zero Only	

***Price Bid must be uploaded separately in the Price Bid section only, in BOQ Format.**

6.01 VALIDITY OF TENDER:-

The bid shall remain valid for 90 days which will reckon from the date of opening of technical bid. Bids once submitted cannot be withdrawn by the bidder at any stage. Bidders mentioning a shorter validity period than specified are liable to be rejected. In case validity period is not stated it will be presumed that the bid is valid for 90 days without obtaining any confirmation from the bidder.

7.01 CANVASSING: 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.

Manger (STC Bangalore RO)

The State Trading Corporation of India Limited.

6th Floor, “STC TRADE CENTRE”, 7/A Nandini Layout, Bangalore-560096

GENERAL CONDITIONS OF CONTRACTS:-

SECTION – B

The Tenderer / Contractor shall be deemed to have carefully examined & made himself fully conversant with the general conditions, specifications, schedules, scope of work and site conditions etc. before submitting the tender. If he has any doubt as to the meaning of any portion of the general and special conditions of tender specifications or about any point regarding site conditions, he may seek necessary clarification before submitting his offer/tender from the Manger-STC Bangalore RO.

1.00 ACCEPTANCE OF TENDER:-

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

2.00 CONTRACT DOCUMENT AND AGREEMENT: -

2.01 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 its Annexure (s). The terms and conditions specified in this section if differ from the terms as indicated in the work order and its Annexure(s), the later shall prevail. The contract shall for all purpose be construed according to the laws of India and subject to jurisdiction of courts of Bangalore only. 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/- . Such agreement shall be executed & signed by the authorized representative of competent authority of the contractor on each page thereof. The original copy is to be executed on judicial stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement along with the contract documents shall be required to be submitted to the order placing authority with in a period of 07 days from the dispatch date of the order from this office. No payment to

the contractor shall be released by STC without execution of the agreement. One copy of the accepted agreement duly signed by order placing authority shall be given to the contractor for his reference.

2.02 The contract documents shall include the followings:-

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

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

3.00 CORRESPONDENCE: -

3.01 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 Manager-The STC of India Ltd, 6th Floor “STC TRADE CENTRE”, 7/A Nandini Layout, Bangalore – 560096.

4.00 CHANGE OF NAME OF TENDERER / CONTRACTOR: -

4.01 At any stage after tendering, the order placing authority shall deal with bidder / 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 its discretion deal with the agent / representatives / sister concern and such dealing shall not relieve the contractor from his responsibilities / obligations / liabilities to The STC of India Ltd. under the contract. Any change/ alteration of name / constitution / organization of the contractor shall be duly notified to the order placing authority. Order placing authority reserves the right to terminate the contract in case of such notification. In the event of such termination, The STC of India Ltd. may get the portion of work or whole piece of work, not executed by the contractor or done in violation of the contract; get it executed from elsewhere at the risk and cost of the contractor.

5.00 SUB-LETTING: -

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

6.00 INTERPRETATION OF CONTRACT: -

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

7.00 ACCEPTANCE OF THE ORDER: -

The acceptance of the order by the final bidder should be conveyed to the order placing authority within 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.

8.00 SECURITY DEPOSIT: -

8.01 The successful bidder shall have to deposit a security amount @ 5% of the contract value for one year contract period. Amount of 5 % of contract value will be deposited in the form of banker's cheque or DD, NEFT/RTGS, in favour of The State Trading Corporation of India Ltd., payable at New Delhi within 07 (seven days) after award of work.

8.02 Unless otherwise specifically required to be retained / forfeited by STC of India Ltd. in part or full, the security deposit shall be refundable on the request of the contractor after one year of completion of the entire contract to the satisfaction of the STC of India Ltd.

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

8.04 No interest shall be payable on such deposit.

9.00 FORCE MAJEURE CONDITIONS: -

For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of STC or the Contractor, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder,

earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

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

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

10.00 Work completions-

The work shall be completed within 90 days period time. This period shall start from the date of work order and on obtaining required clearance of concern department like BWSSB.

11.00 MODE OF PAYMENT: -

11.01 The payment to the firm shall be done on proportionate basis on completion of work and certified by engineer in-charge.

12.0 LIABILITY OF THE CONTRACTOR:-

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

13.0 TOOLS & TACKLES, EQUIPMENT -

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

14.0 CONSUMABLES: -

All the consumable shall be arranged by the contractor at his own cost and consumables such as rope, spanners, pliers, hacksaw blades, soap cakes, waste cloth, gunny bags, cotton waste, screw driver, torch, tester hand gloves, insulation tape, cotton tap, multi-meter, testing lamp and cell, etc., necessary for work.

15.00 CONTRACTOR'S RESPONSIBILITY:-

15.01 Supervision and control of the work / job will be contractor's responsibility.

15.01.1 Contractor shall be solely responsible to obtain and abide by all necessary licenses / permissions from the concerned authorities as required under the various Labour laws, legislations including Labour license from the competent authority under the Contract Labour (Regulation and Abolition) Act, 1971.

15.01.2 Supervision, control and regulation of condition of the workmen engaged by the contractor shall be his responsibility and THE STC OF INDIA LTD, will have no direct connection with the workers of the contractor.

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

15.02 The work area under the contract of the Contractor shall remain always clean at any time during the contract period. The contractor will arrange necessary T&P and labour for cleaning of work area and equipment etc. as per direction of Manager In charge.

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

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

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

15.04 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.

16.00 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. 5000/- (Rs. Five 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 for a further period of three years & all the existing contracts will be liable to be cancelled.

17.00 MEDICAL CHECKS UP & CARE:-

The contractor shall be fully responsible for providing safety equipment, First Aid and emergency medical treatment to his employees. The contractor shall make necessary arrangement for this purpose. Compensation to be paid by the contractor to workmen suffering from any occupational disease, ailment or accident in accordance with the provisions of workmen's Compensation Act 1923 or ESI scheme.

18.00 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.

19.0 LIABILITY FOR DAMAGES : -

19.01 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.

19.02 If due to contractor's negligence and/ or non-observance of safety precautions, damage is caused to the property of STC OF INDIA LTD. , the same will be recovered from the running bill of the contractor or from his security deposit.

20.00 WITH HOLDING PAYMENT:-

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

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

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

21.00 REGARDING PERSONNEL OF CONTRACTOR: -

21.01 *The Engineer in charge shall be at liberty to object about the working of the Supervisor or any person employed by the Contractor for execution of work on account of misconduct / incompetence /negligence by way of Notice in writing addressed to the Contractor.*

On receipt of such Notice from Engineer in charge, the Contractor shall remove the person so objected and shall provide a suitable replacement within 24 hours of such Notice at its own Cost and expense”.

21.02 Contractor/ his representative / supervisor shall abide by all general rules and regulations in force on the site and to any special conditions imposed by the local administration. The general discipline of The STC of India Ltd shall be maintained.

22.00 PENALTY FOR DELAY IN EXECUTION OF WORK

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

22.01 In case the contractor does not complete the work on time, a deduction at the rate of Rs. 5000/- per day shall be made for the period in which contractor becomes defaulter to the maximum limit of 10% of the contract value.

23.00 ACTION FOR NEGLIGENCE AND DEFAULT OF CONTRACTOR: -

23.01 If the Manager feels that the work is important and of emergent nature and no extra time is admissible even on penalty basis, the work of breakdown/exigencies shall get done through another agency at the risk and cost of the contractor and the extra amount involved in attending to such breakdown/ exigency will be borne by the contractor.

23.02 If it is found that the lapse on the part of the contractor are repeated every day and there is no improvement in the working, in spite of informing the contractor by Engineer-in-charge verbally and /or in writing form time to time and/or also making deductions under aforesaid clause, the order placing authority in addition to exercising his option to terminate the contract by serving 7-days' notice to the contractor can get the work done from other agency at the risk and cost of contractor and shall also reserve the right to recover losses from running bill of the contractor and / or security deposit or otherwise.

24.00 MANGER IN CHARGE: -

The work shall be carried out under the guidance of the Manager - GAD, STC of India Ltd. Bangalore (who is the Manager in charge of this contract) and his authorized representatives.

25.00 TAX DEDUCTIONS: -

The tax deduction at applicable rate will be made from the running bills of the contractor by Finance wing, STC (I) Ltd. New Delhi.

26.00 DISPUTES: -

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

27.00 OTHERS: -

- (a) Domestic LPG Gas cylinder shall not be allowed in the STC Bangalore for any cutting and welding works.
- (b) Electricity and water will be provided by THE STC OF INDIA LTD. free of cost at any one point available at site to execute the contract.
- (c) The contractor shall not keep/leave waste material/ debris/ garbage at the site of work after completion of the job. The waste material should be removed and disposed to a place to be indicated by the Manager In charge. The contractor's bill shall not be verified unless the work site has been completely cleaned of all the waste materials/debris. Disposal shall be done as per hazardous waste management rule. In case the site is not cleared immediately and final disposal of waste is not done within one week period then a penalty of Rs. 2000/- per day may be imposed.

28.00 CONTRACT VALUE: -

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

29.00 TERMINATION OF CONTRACT: -

The STC of India Ltd. reserves the right to cancel the contract at any moment without assigning any reason. If the contractor fails to carry out work satisfactorily under this contract, STC of India Ltd at its discretion can get the work done by another party or parties at the risk and cost of contractor without prejudice to the right of The STC of India Ltd under the terms & conditions of this contract and any extra expenditure involved in this regard shall be recovered from the contractor.

- 30.00 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 of India Ltd. In case, where the amount of recoveries against the firm/contractor exceeds its financial hold, the STC of India Ltd. will be at liberty to effect such recoveries out of the financial hold /pending payments of the firm/contractor available with other successor companies of STC(I) Ltd./ PSUs or through legal

course of action. In such a case, STC reserve the right to ban the business / black listing the firm.

31.00 The Indemnity Clause

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

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

All claims regarding indemnity shall survive the termination or expiry of the Contract and shall be recoverable from Security Deposit in addition to any other means.”

32.00 Jurisdiction of Courts- *“The Courts at Bangalore shall have exclusive jurisdiction.”*

Manager –STC Bangalore
The STC of India Ltd

THE STATE TRADING CORPORATION OF INDIA LIMITED

(A Public sector Undertaking)

SCOPE OF WORK

Work-1

- a. Restoration of BWSSB Water Supply at the "STC Trade Centre" Building in Nandini Layout, Bangalore, upon obtaining the necessary permissions from BBMP, BWSSB, or any other relevant statutory body.
- b. The road cutting labour charges and material charges must be included and submitted with the tender quote.
- c. Obtain BWSSB permission for the change of the water supply line.
- d. Restore any digging and damages caused during the work, and undertake the necessary civil work at the premises to return it to its original condition upon completion of the water supply installation at the "STC TRADE CENTRE" Building Nandini Layout Bangalore.

Bidders are requested to visit the site before submitting their tender.

Manager
STC of India Ltd, Bangalore

Pre Qualification Requirement (PQR)

NAME OF WORK :- Work of -

- a. Restoration of BWSSB Water Supply at the "STC Trade Centre" Building in Nandini Layout, Bangalore, upon obtaining the necessary permissions from BBMP, BWSSB, or any other relevant statutory body.
- b. The road cutting labour charges and material charges must be included and submitted with the tender quote.
- c. Obtain BWSSB permission for the change of the water supply line.
- d. Restore any digging and damages caused during the work, and undertake the necessary civil work at the premises to return it to its original condition upon completion of the water supply installation at the "STC TRADE CENTRE" Building Nandini Layout Bangalore.

Only those firms will qualify in techno commercial evaluation, which possess the following minimum pre-qualifying requirements along with other terms and conditions of the contract document. The prospective bidders are requested to furnish following documents.

1. The bidder should have experience during last 07 years proceeding from 31.05.2018 in MNC/PSU/Govt/SemiGovt/autonomous body for of installation/testing/commissioning water supply/restoration of water supply and allied work. Bidder should be registered with BWSSB and produce registration certificate/ID.
2. A certificate of satisfactory completion by the order placing authority or higher authority shall only be considered against the works submitted for experience purpose at Sr. No. 1.
3. The bidder should be financially capable for execution of the work as per NIT specification.

For this purpose Average annual turnover during last three financial years (2023-24, 2022-23, 2021-22) should be at least Rs. 03 lakhs. For this purpose, financial statement i:e Profit & Loss account (P & L) sheet and Balance sheets for above Years should be accompanied. In case of non availability of audited balance sheet for the financial year (2023-24), the non audited balance sheets, certified by company director may be submitted.

4. Experience of having successfully completed the similar works (works including any works any works mentioned at Sr. No 1) during last 07 years counted proceeding from 31.05.18, among any one of the following-

5a. Three (03) nos. of similar completed works costing not less than the amount equal to .50 lakhs.

“ Or”

(b) Two (02) Nos. of similar completed works costing not less than the amount equal to 0.62 lakhs

“ Or”

(c) One (01) No. of similar completed work costing not less than the amount equal to 1.00 lakhs

6. Bidder should enclose the following with the bid.

- (a) Copy of service tax registration
- (b) Copy of PF registration
- (c) Copy of PAN card
- (d) Certificate of Non-Blacklisting /debaring from PSU / Govt. / MNC
- (e) ESI Registration.

Note:-

1. The technical evaluation of the bids shall be done on the basis of above criteria and other documents required in the tender terms.

2. STC reserve the right to verify the certificate(s) submitted by the contractor directly from the issuing authority/authorities/clients or any other firm/party as deemed fit. Bidder should be in a position to produce the original certificate, if required. The bidder will be liable for verification of the documents.

Manager

The State Trading Corporation of India Ltd.

Data to be supplied by the bidder

1. Technical bid opening Date : Dt.....
2. NAME OF WORK :- Work of –
 - a. Restoration of BWSSB Water Supply at the "STC Trade Centre" Building in Nandini Layout, Bangalore, upon obtaining the necessary permissions from BBMP, BWSSB, or any other relevant statutory body.
 - b. The road cutting labour charges and material charges must be included and submitted with the tender quote.
 - c. Obtain BWSSB permission for the change of the water supply line.
 - d. Restore any digging and damages caused during the work, and undertake the necessary civil work at the premises to return it to its original condition upon completion of the water supply installation at the “STC TRADE CENTRE” Building Nandini Layout Bangalore.

Sr. No.	Particular		Yes/No
1.	Id proof and Address proof of the Firm		
2.	Photocopy of Annual turnover (Balance sheet & Profit and Loss account)	FY 2023-24 (Rs.)..... ...	
		FY 2022-23 (Rs.).....	
		FY 2021-22 (Rs.).....	
3.	Photocopy of Average Annual Turnover (Rs.) of 3 years as above		
4.	Photocopy of GST No.		

5.	Photocopy of P.F Registration No		
6.	Photocopy of PAN No.		
7.	Photocopy of ESI Registration No.		
8.	Satisfactory service certificates or summery of past work experience	As per annexure-1	
9.	Tender Fee details		
10.	Complete bid document properly filled and signed with stamp		
11.	Photocopy of Registration No. (Certificate) under MSME body if the bidder avails the benefit of being a MSME unit.		
12.	Letter of submission of bid	As per proforma-1	
13.	Letter for unconditional acceptance of bid	As per proforma-2	
14.	Letter for submission of past contractual Performance/Declaration by the bidder	As per proforma-3	
15.	Bid Security Declaration	As per proforma - 4	
16.	Forms of tender	Annexure-2	
17.	Price bid	Price Bid BOQ	

Name and Signature of Contractor with seal

Summary of Past Work Experience- Annexure-1

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

Name and Signature of Contractor with seal

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

ARTICLES OF AGREEMENT

This agreement made on the ____ day of _____, Two thousand between "The State Trading Corporation of India Limited" (hereinafter referred to as the Client) and whose registered office is located at Jawahar Vyapar Bhawan, 1-Tolstoy Marg, Janpath, New Delhi -110001, Representative office at 6th Floor, "STC TRADE CENTRE", 7/A Nandini Layout, Bangalore - 560096 on the one part and M/s. _____ (hereinafter referred to as the Contractor) and whose registered office is located at _____ ----- -----on the other part, whereas the Client desires certain works to be executed by the contractor viz. " _____ " in considerations of the amount of Rs. _____ (Rupees _____ in words) and subject to such terms and conditions as set out in the tender documents (Tender No. _____ dated _____) which shall form part of the contract.

Whereas the Contractor has agreed to keep STC indemnified at all times against any claims/liabilities/proceedings etc from any third party or otherwise arising out of/or in connection with the tender documents.

Whereas in consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned the contractor hereby agrees with the Client to perform the services in conformity with the provisions of the agreement.

Whereas the Client agrees to pay the contractor in consideration of the performance of the services such amounts as may become payable under the provisions of the agreement at the times and in manner prescribed by the agreement.

NOW THIS AGREEMENT WITNESSED AS UNDER

That the terms and conditions in the tender documents and award letter No. _____ dated _____ will form part of the agreement and shall be binding on both the parties.

In witness where of the parties have caused this agreement to be executed on the day and year first above written.

Binding Signature of the Contractor

Binding signature of the Client

In the presence of : Name:

Name:

Designation

Designation

FORMS OF TENDER (Annexure-2)

Manager,
The STC of India Limited
6th Floor, STC TRADE CENTRE,
Nandini Layout,
Bangalore – 560096

Ref. : The following works-

- a. Restoration of BWSSB Water Supply at the "STC Trade Centre" Building in Nandini Layout, Bangalore, upon obtaining the necessary permissions from BBMP, BWSSB, or any other relevant statutory body.
- b. The road cutting labour charges and material charges must be included and submitted with the tender quote.
- c. Obtain BWSSB permission for the change of the water supply line.
- d. Restore any digging and damages caused during the work, and undertake the necessary civil work at the premises to return it to its original condition upon completion of the water supply installation at the “STC TRADE CENTRE” Building Nandini Layout Bangalore.

Dear Sir,

I/We hereby submit my bid for the tender

Descrip tion	Tender for the works of - a. Restoration of BWSSB Water Supply at the "STC Trade Centre" Building in Nandini Layout, Bangalore, upon obtaining the necessary permissions from BBMP, BWSSB, or any other relevant statutory body. b. The road cutting labour charges and material charges must be included and submitted with the tender quote. c. Obtain BWSSB permission for the change of the water supply line. d. Restore any digging and damages caused during the work, and undertake the necessary civil work at the premises to return it to its original condition upon completion of the water supply installation at the “STC TRADE CENTRE” Building Nandini Layout Bangalore.
Earnest Money	--
Total security deposit	5% of tendered value.
Period of completi on	90 days months from the date of issuance of LOI/WO and On obtaining required approvals from Concern Departments like BWSSB.

1. I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the general instructions and read the detailed specifications and schedule of quantities and clearly understand all the conditions of the contract.
2. I/We have seen the location where the said work is to be done and made such investigations of work required in regard to the materials required to be furnished as to enable me/us to complete the work successfully should this tender be accepted in whole or in part.
3. I/We hereby agree to abide by and fulfil all the terms and conditions annexed hereto. To execute, all the works referred to in the tender documents upon the terms and conditions contained or referred to there in and carry out such deviations as may be ordered at the rates quoted in the tender documents.
4. I/We agree that my/our earnest money shall stand forfeited if I/We do not fulfil the condition and start the work.
5. I/We agree to keep the offer valid for 90 days (3 months) from the date of opening of price bid.

I/We/am/are

Yours faithfully,

(Bidder)