



**BID/TENDER DOCUMENT**

**The State Trading Corporation of India Ltd**

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

JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG,  
NEW DELHI-110001

**INVITES**

**Bids under Open Tender two packet bidding on GeM portal**

For

Works of Comprehensive Routine, Breakdown Maintenance of CCTV and other safety equipment in Jawahar Vyapar Bhawan, Connaught Place, Delhi.

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

## BID/TENDER DOCUMENT

**TENDER REFERENCE :- STC/CO/BLD-E/01135/D-1421 dt- 27.07.2021**  
**GEM Ref- GEM/2021/B/1388938 dated. 27-07-2021**

1. The State Trading Corporation of India Ltd (STC) -A Govt. of India Enterprise),Jawahar Vyapar Bhawan, 1-Tolstoy Marg, Connaught Place New Delhi-110001,invites Open e-bids the on Government e market place (GeM) portal under two packet bidding procedure for **Works of Comprehensive Routine, Breakdown Maintenance of CCTV and other safety equipment in Jawahar Vyapar Bhawan, Connaught Place, Delhi.**
2. Bidder has to be registered on GeM and should login to GeM as per the procedure of GeM for the work. Buyer will not be responsible for procedure for registration of GeM and login stc.
3. The bidder has to upload all the required documents, signed and scanned on GeM Portal for technical bid for technical evaluation of the bid.
4. **The bid closure date is 16/08/2021.at 11:00 HRS(IST). Bids will be opened on 16/08/2021at 11:30 hrs at GeM portal online.**
5. No EMD (Earnest money Deposit ) is required for the bidding. Bid security declaration as per the format is required in place of EMD.
6. Price bid of technically qualified bidders will be opened and the time and date will be intimated on GeM portal only .
7. Conditional bid shall result into technical disqualification.
8. If the dates mentioned above happen to be a Holiday in STC, the next working day shall be considered as mentioned date.
9. STC shall not be responsible for any delay or the difficulties encountered during submission of bids at the eleventh hour due to any technical or other problems.
10. Bidders may regularly visit STC website for any information / clarification / addendum / corrigendum etc. related to this bid, processing of bids received, award of job, pre bid

meet decisions etc. STC shall not be liable to send any individual information or publish a public notice for any further information regarding this bid in newspapers.

11. Portal for Online Submission [Government e Marketplace | Government Online Procurement Portal, Government of India \(gem.gov.in\)](https://www.gem.gov.in) . For any other information, Bidders can contact the portal helpline. Terms and conditions of the portal for the bidding process will be final and binding.
12. STC may ask the bidders to submit/Show any or all the documents in original as part of their online bid anytime during the bid process.
13. 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.
14. The bid document available on GeM 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.
15. 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.

Contact person(s)

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Deputy General Manager( Elect.)

The State Trading Corporation of India Ltd.

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Rajesh

Manager ( Elect.)

The State Trading Corporation of India Ltd.

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### **Tender/Bid Evaluation Criteria (TEC)**

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

1. The bidder should have similar experience of one year in the following area in any Public Sector Undertaking (PSU)/ Govt Semi Govt./State PSU/ Govt. Autonomous body during last 7 years preceding from the last date of the months when the bids have been invited.

Similar Works means:-

Comprehensive Annual Maintenance Contract of CCTV cameras and X ray Baggage Inspection system

OR

Supplied, Installed tested, commissioned CCTV cameras and X ray Baggage Inspection system

2. Certificate (s) of satisfactory completion of the work(s) mentioned above must be uploaded submitted for experience purpose at Sr. No. 1.
3. Manufacturer Authorization Form (MAF) from Original equipment Manufacturer (OEM) i.e FLIR make for service support during contract period for software and material for mentioning therein this bid enquiry, must be uploaded.
4. Average annual turnover during last Financial years (2019-20, 2018-19, 2017-18,) should be at least Rs 06 Lakhs .  
For this purpose, financial statement i.e Profit & Loss account ( P & L) sheet and Balance sheets for above years should be uploaded. These financial statements should be properly authenticated by Chartered accountant.
5. Experience of having successfully executed the works of AMC amounting (works including any works mentioned at Sr. No 1) during last 07 years counted proceeding from last date from when the bids were invited.  
(a) Three (03) nos. of similar completed works each costing not less than the amount equal to Rs. 7 lakhs

“ Or”

(b) Two (02) Nos. of similar completed works each costing not less than the amount equal to Rs. 9 lakhs

“ or “

(c) One ( 01 ) No .of similar completed work costing not less than the amount equal to Rs. 14.5 lakhs.

6. Bidder must upload the following document with the technical bid.

(a) Copy of GST Registration

(b) Copy of PF Registration

(c) Copy of PAN card

(d) Certificate of Non-Blacklisting /debarring from PSU/Govt. / MNC as per bid document

(e) ESI Registration

(f) Proof of depositing Tender fee online or Registration with MSME/NSIC etc. for availing preferential purchase policy 2012. (For availing exemption bid fee).

(g) In case the signatory is other than the contractor certified true copy of the Power of attorney should be uploaded as a token of authorized signatory. In case of a company, board resolution must be uploaded for the same.

(h) Bidder must upload tender document, signed and stamped and scanned as a token of Un-conditional acceptance of complete Bid Conditions

(i) Bid Security Declaration in place of Earnest Money Deposit

Note:-

1. The contractor will have to submit complete details as per KYC format (Know Your Customer) after award of work, without fail. The same is not required at the time of bidding.KYC format will be submitted to the bidder after award of the work.

PROFORMA – I

**Letter for submission of bid**

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

To

The DGM( Elect.)

The STC of India Ltd.,

Jawahar Vyapar Bhawan

1, Tolstoy Marg, New delhi-110001.

Sir,

1. I/we the undersigned, offer to execute the said works in conformity with the conditions of bid after site visit.
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 60 days from the date of opening of Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us.
4. I/We agree 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.

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

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

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

PROFORMA – 2

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

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

The DGM( Elect.)

The STC of India Ltd.,

Jawahar Vyapar Bhawan

1, Tolstoy Marg, New delhi-110001

Subject: - Unconditional acceptance of Bid Conditions

Dear Sir,

1. I/We have read and examined and understood all the conditions in the bid documents 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 Engineering 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 agree that in an event of conditional bid , the bid is liable to be rejected without assigning any reason whatsoever.

Name of the bidder

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Designation

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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. 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.
5. 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 debarring of business for 2 years.

Name of the bidder

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Designation

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PROFORMA – 4

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

**BID SECURITY DECLARATION**

To,

The Deputy General Manager (Elect.)  
General Administration Division,  
The State Trading Corporation of India Ltd.  
Jawahar Vyapar Bhawan, Tolstoy Marg,  
New Delhi-110001.

Dear Sir,

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security/Security Deposit, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Sign.....

Name: .....

Duly authorized to sign the bid for an on behalf of :

(.....complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)

## AGREEMENT

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

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

And where in consideration of the payments to be made by the STC as per terms of the bid document and annexure(s) including general conditions, the contractor hereby agrees with the STC in furtherance of the bid document and annexure(s) including general conditions, to perform the work of Comprehensive Routine, Breakdown Maintenance of CCTV and other safety equipment in Jawahar Vyapar Bhawan, Connaught Place, Delhi, in conformity with the provisions of this agreement.

And where the STC per terms of the bid document and annexure(s) including General conditions, agrees to pay the contractor in consideration of the performance of the work of Comprehensive Routine, Breakdown Maintenance of CCTV and other safety equipment in Jawahar Vyapar Bhawan, Connaught Place, Delhi and all other allied works. Such amounts as may become payable under the provisions of the agreement at the times and in manner prescribed by the agreement.

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

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

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

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

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

Signature of the Contractor

Signature of the representative of STC

Name:

Name:

Designation: Designation:

In the presence of

Signature

Signature

Name:

Name:

Designation

: Designation:

## **General Conditions of Contract**

### **Section "A"**

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

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

1 The Corporation reserves the right to revise, amend or cancel the bid documents prior to the date notified for closing to the bids & also the right to postpone the date for presentation and opening of bid without assigning any reason.

1.1 Bid documents are not transferable. JV (Joint Ventures) firms/companies are not allowed to participate in the bid. Not more than one bid for the work shall be submitted by one contractor.

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

1.3 Successful L-1 (First Lowest) bidder shall be decided on the basis of price quoted in the price bids section.

1.4 The bid is to be furnished in two parts i.e. PART-I (Techno-commercial bid or technical Bid) & PART-II (Price Bid); All the bid documents digitally signed accompanied by documents in support of tender evaluation criteria / bid enquiry, scanned copy of financial instrument (for bid fee) should be uploaded to the GeM Portal. Price bid section (Part II) has also to be uploaded in PDF format on e-mode only in separate folder (online). No other document has to be attached with Price bid.

1.5 The Part-I i.e. Techno-commercial Bid (also called Technical Bid) will be opened on the scheduled date and time online.

1.6 The bidder whose Part-I (Techno-Commercial bid) bids have been found acceptable, shall be intimated via e-procurement portal for opening of price bid opening.

1.7 Intimation regarding date, time of opening of price bid shall be intimated online to the technically qualified bidders.

## **2.0 Earnest Money Deposit (EMD), Cost of bid document:-**

2.1 No EMD is required However Bid document fee will be applicable and Bid document fee will have to be deposited, online **prior to closing time of bid**, as per below details.

The details of the same have to uploaded with tender document.

The bidders will have to upload Bid Security Declaration in place of EMD as per the Format in the Bid document.

1. Name of Bank :- State Bank of India, Overseas Branch, New Delhi.

2. Name of beneficiary:- The STC of India Ltd

3. Account no :- 40302127653

4. ISFC code :- SBIN0004803

2.2 Bid document fee is non-refundable.

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

2.4 No interest shall be payable on Bid document fee deposits.

2.5 Purchase and Price Preferential policy 2012, as declared by the Central Govt. regarding MSEs (Micro and small Enterprises) /MSMEs / NSIC etc. shall be followed for exempting bidders for Tender fee. Bidder has to upload relevant document for the same.

2.6 If any Proprietor/ Owner/Director of a firm bids through more than one firm , all bids will be rejected summarily.

## **GENERAL CONDITIONS OF CONTRACTS**

### **SECTION – B**

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

For the due fulfilment of the contract, the contractor shall execute an agreement in duplicate in the prescribed format (attached in the bid document) on non-judicial stamp paper worth **Rs. 100/-** (as per existing Delhi Stamp act, Purchased on the name of “The State Trading Corporation of India Limited” by the contractor). Such agreement shall be executed & signed by the authorized representative of competent authority of the contractor on each page thereof. The original copy is to be executed on the non-judicial stamp paper. The remaining copy may be executed on simple paper. Such complete agreement along with the contract documents shall be required to be submitted to the order placing authority within a period of 15 days from the dispatch date of the order from this office. No payment to the contractor shall be released by STC without execution of the agreement.

The contract documents shall include the followings:-

- (i) Contract agreement.
- (ii) Work Order and its annexure.
- (iii) NIT and bid document
- (iv) Terms and conditions already incorporated on GeM Portal.

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

#### **2.00 SUB-LETTING:-**

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

#### **3.00 ACCEPTANCE OF THE ORDER:-**

The acceptance of the work order should be conveyed to the order placing authority by the bidder, within 03 days of receipt of the order failing which it will be presumed that the work order awarded has been accepted by the contractor.

#### **4.0 SECURITY DEPOSIT:-**

4.1 The successful bidder shall have to deposit a security amount @ 3% of the contract value for one year contract period which should be deposited online as per details given in

tender document within 07( seven days ) after award of work. In case of non-deposition of security deposit, STC reserves the right the cancel the bid and such contractor will be debarred for business for 2 yrs.

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

4.3 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.

4.4 No interest shall be payable on such security deposit.

#### **5.0 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.

#### **6.0 CONTRACT PERIOD**

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

#### **7.0 MODE OF PAYMENT:-**

7.1 The contractor will submit the quarterly bill in duplicate to Engineer In charge of work. The same will be verified by Engineering section and will be forwarded to Finance wing of STC of India Ltd for releasing the payment through RTGS mode. The Bank fee for this RTGS facility shall be borne by the contractor.

7.2 100% payment after making necessary deduction (towards S.D., TDS, GST & any other if any) shall be made by STC against satisfactory performance of work done duly certified by STC on monthly basis on the recommendation of the Engineer in charge.7.3 The contractor will be bounded to comply the various labour Acts in this contract. The deployed man power if any, will have no rights to absorb in STC in any manner directly/indirectly.

#### **8.0 LIABILITY OF THE CONTRACTOR:-**

The contractor is required to carry out the works as per direction of Engineer in charge and the bid terms and conditions.

#### **9.0 SAFETY DEVICES: -**

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



## **10.0 LIABILITY FOR DAMAGES: -**

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

10.2 If due to contractor's negligence and/ or non-observance of safety precautions, damage is caused to the property of STC of India Ltd. , the same shall be recovered from the running bill of the contractor or from his security deposit.

## **11.0 WITHHOLDING PAYMENT:-**

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

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

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

## **12.0 PENALTY FOR DELAY IN EXECUTION OF WORK.**

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

12.2 In case of breakdown / shut down /emergency maintenance work of which the contractor fails to do any work or part thereof due to his negligence within the prescribed time period given by the Engineer In charge, STC will be at liberty to recover penalty from the contractor @ **1000/ per day** after stipulated time of 2 days for attending the fault.,subject to a **maximum of 10%** value of the particular work/contract as per the decision on EngineerIn charge. The decision of Engineer in charge will be final and binding. Long pendency of the emergency work may also invite debarring from future tenders of STC including forfeiture of S.D. .Decision of Engineer in charge will be final and binding

### **13.0 ACTION FOR NEGLIGENCE AND DEFAULT OF CONTRACTOR**

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

### **14.0 ENGINEER IN CHARGE: -**

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

### **15.0 DISPUTES: -**

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

(b) ARBITRATION:

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

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

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

### **16.0 TERMINATION: -**

(a) Penal termination of contract: -

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy of STC under the contract or otherwise, including right of STC for compensation for delay, the Engineer-in-charge may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for

completion has or has not elapsed may by intimation in writing, absolutely determine the contract.

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

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

17) If the Bidder deliberately gives wrong information in his tender, In such cases in addition to termination of contract the deposited dues with STC shall be forfeited by the Corporation

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

(a) **Voluntary termination of contract by STC: -**

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

Such Decision of STC will be final and binding upon the Contractor and without any recourse in any manner to STC.

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

**17.0 THE INDEMNITY CLAUSE:-**

1. The contractor will indemnify STC of all legal/other obligations of the professional / employees deployed for STC work.
2. STC also shall stand absolved of any liability on account of fraud or breach of trust
3. STC shall also be indemnified from any act or from any factual concealment causing thereby damage or any legal proceedings against STC by any third party or contractor's deployed employees.
4. The contractor shall also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree/award/orders /directions /penalties obtained/enforced against the STC or implicating STC as a liable body/ entity / person for

such enforcement or making such decree/award/direction/orders/penalties effective. Also, the STC shall be indemnified from any consequential act taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for on behalf of contractor, to the extent of cost/legal expenses/interest imposed upon.

5. The contractor shall indemnify and compensate STC, if the STC as principal employer under the contract Labour (Regulation & Abolition) Act, 1970 becomes liable to assume any liability towards the work force engaged by the contractor. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable into.

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

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

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

#### **18.0 JURISDICTION OF COURTS:-**

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

#### **19.0 SUCCESSOR AND ASSIGNS:-**

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

## **System Description and Scope of work**

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

The site of the work will be the Corporate office of The State Trading Corporation of India Limited ( STC -A Public Sector Undertaking under the administrative control of Ministry of Commerce and Industry, Govt. of India ) which is also known as 'Jawahar Vyapar Bhawan ( JVB) ' situated at Janpath-1-Tolstoy Marg Crossing, Connaught Place, New Delhi – 110 001. JVB is a 23 storied building with two basements and is fully occupied by STC and Co-owners viz a viz CCIC (Central Cottage Industries Corporation ) & HHEC (Handicraft and Handloom export Corporation ) along with very prestigious Govt. /PSU banks as tenants like, Security printing and Minting Corporation (I) Ltd.( SPMCIL), Corporate Branches of The state Bank of India, Department of Factories and Alkaloids, etc. The building witnesses frequent VVIP visits/Dignitaries including Ministers of the Govt. of India.

**2.0** It is advised that the contractor should verify all figures, facts, site conditions, taxes, tender terms and conditions / interpretation thereof or any other factor (e.g. statutory requirement, Civic body compliances etc.) that may impact the performance during /after the work execution period, at their end at own cost ,before bidding for the work. STC shall not be responsible for any manner whatsoever, later on this account.

**3.0** Various Electromechanical installations viz-a- viz 1675 TR HVAC Plants, 2 x 1010 and 2 x 500 KVA DG Sets, Sump pumps, Transformers, Water supply System , 11kV/400 V NDMC substation, Fire protection system comprising Fire Hydrant system, Fire Sprinkler system, Fire Alarm and annunciation system, Fire Deluge system, Mulsifier system, First Aid Fire extinguishers , Public address system etc serve the building for its day today functions.

**4.0** This contract will serve the organization for healthy turnkey ( all in all;ie including all material, man power and spare parts) maintenance of the below mentioned system on " as is where is Basis", ensuring the system in healthy state round the clock. Thus the contract is a works contract.

**5.0** This documents describes only the salient feature of the system as the system is vast enough to describe in the tender document in details. The ancillary items which are the integral part of the system, necessary for the proper functioning of the system are

deemed to have been described here even without any specific mention here. Hence site visit is recommended before bidding.

**6.0** In case of any ambiguity/dispute regarding scope of work/scope of supply, decision of Engineer incharge will be final and binding.

**7.0** The contractor will take over the system from the preceding contractor in presence of STC'S representative within 03 working days from the date of award and the contractor will be liable for the contractual responsibilities from the date of handing over of the system, which will be mentioned in the award letter. In case of any dispute in this process, decision of STC will be final and binding. The system will be handed over on "As is where is basis" and the contractor will maintain the system in the same state throughout the contractual period. The contractor will be bounded to take over the system from the preceding contractor.

**8.0** The work will be carried out through experienced person duly approved, who are conversant with the nature of work along with the helpers. All T&P & safety equipment & consumables as may be required shall be provided by the contractor, at no cost to STC, under the awarded value.

**9.0** The system under maintenance is quite old and it is informed that STC is not having any schematic Drawings of the various arrangements/Drawings of the system, hence Contractor will have no claim anything in this regard during the execution of the work. Contractor should visit the site and get familiar for the works to be executed in advance to avoid any adversaries during the contract as spare parts of some components may not be easily available in the market.

**10.0** Works of capital nature will be taken up by STC however in case of any dispute regarding capital or revenue nature, decision of Engineer in charge will be final and binding.

**11.0** The works will have to be carried out to the satisfaction of Engineer in charge.

**12.0** No person will be allowed to work at site to handle the sensitive system of JVB who lacks necessary technical skill necessary for carrying out the works at site. The decision of Engineer in charge will be final and binding in this regard as the building houses sensitive Govt offices and the system cannot be offered to technically unsuitable persons in the opinion of STC. However it does not absolve the responsibility of the contractor for the satisfactory completion of the work. In case any worker/personnel is found unsuitable against work by the same shall be replaced immediately by another suitable person without any cost to STC. Engineer in charge

reserve the right to relax the below as per his discretion depending upon the quality of the experience and other factors. Contractor is expected to deploy persons with multiple skills for smooth working.

**13.0** If during the currency of the contract, the scope of the work alters, STC reserve the right to enhance/decrease the AMC amount rationally. The contractor will have no claim over such decisions of STC. Decision of STC will be final.

**14.0** The Works shall be carried out as per OEM manual guide of the equipment or as per relevant IS standards or as per direction of the Engineer in-charge. The works / material rejected by the engineer in charge shall have to be carried out by the contractor again at no cost to STC and it shall be binding to the Contractor.

**15.0** STC will hand over the system on “ As is where is basis “ . The contractor will have to make operational all the equipment within 7 days from the date of award without any extra cost to STC.

**15.0 Area of work: -**

STC Building ( Jawahar Vyapar Bhawan) is equipped with the following equipment .

Location of the equipment will be known only to bidders due to security concerns.

S.No.	Details	No.	Make	Model
1.	Complete IP based CCTV surveillance system as per mandatory items along with complete accessories as required	01 (Lot)	Industry Standard	Standard make
2.	2.1 MP PTZ camera as per technical specifications along with complete accessories as required	08	DvTel/FLIR	QUASAR CP-4221-301
3.	2.1 MP full HD Fixed box camera as per technical specifications along with complete accessories as required	14	--Do---	QUASAR CF-4221
4.	IP based 2.1 MP Fixed Dome camera as per technical specifications along with complete accessories as required	30	--Do---	ARIEL CM 3102
5.	IP based 2.1 MP Fixed Dome camera as per technical specifications along with complete accessories as required	02	--Do---	ARIEL CM 3102
6.	Network Video management system software and hardware with 100 camera licence	01	--Do---	Latitude 7.0
7.	Full functional keyboard with variable speed joystick controller compatible with above mentioned matrix controller server.	1	DvTel/FLIR	DVT-KBD
8.	management storage server-for 30 days @ 2MP	1	Qnap	TVS-1271U-RP



9.	42 inch high resolution colour LED monitor for matrix view dedicated to view camera inputs	2	Pannasonic	th-42am410d
10.	Network monitoring system software server	1	HP	ProLiant DL380
11.	UPS –6 KVA rack mounted –( for 30 minutes back up time )	1	EATON	9145–6000IN-XL
12.	Supply and installation of Rack 36 u floor mounted for control room equipment.	1	Digital	Digital
13.	Split Air Conditioner 2 TR for control room	1	Lloyd	Lloyd
14.	Workstation	1	HP	HP Z Series
15.	Hand held Metal Detector (4+1 standby)	10	Rapiscan	Metor28
16.	X Ray baggage Inspection system	2	Rapiscan	RAP 620 XR
17.	Multi-zone DFMD (Door frame Metal Detector) for Main reception and back side entrance(C wing) on ground floor	3	Rapiscan	6M

16.0 Dismantled material will be property of the contractor and contractor will be liable for the site cleaning after the completion of the work.

17.0 **Exclusion/Inclusion of works under Contract**

The contract will be “all in all” on turnkey basis ie including all material and services. The agency must ensure no camera/equipment is out of order for more than 2 working days from reporting. The agency must ensure that at least 90 % equipment must be available all times without fail. The spares parts to be used or the material to be replaced must be of the OEM only. In case of non availability of the material with OEM , Engineer in charge reserve the right to ask the material of better specification/make or the Best suited technically. The agency will also include the works of Routine, breakdown maintenance/replacement by similar product, shifting and making operational of an equipment at new location, making available the recordings etc. Maintaining all network rack, switches, camera, IO. Points, cable wire, software in working condition. The agency will ensure Routine Cleaning of all CCTV Camera and LAN cabinets on every 3 months.

In this contract, nothing is excluded.

**Data to be supplied by the bidder** (Performa-5)

**NAME OF WORK:-** Comprehensive routine, breakdown Maintenance of CCTV and other safety equipment in Jawahar Vyapar Bhawan, Connaught Place, Delhi, as per bid document.

Sr. No.	Particular		Yes/No
1.	Name and complete Address of the Firm		
2.	Name of proprietor(s)/ Directors with the PAN Nos.		
3.	Bank account details of the Firm – Name of Bank, Account No. IFSC code		
4.	Annual turnover ,Balance sheet & Profit and Loss account in Rs. lakhs	FY 2019-20 Turnover . ..... Profit/Loss .....	
		FY 2018-19 Turn over . ..... Profit/Loss .....	
		FY 2017-18 Turnover . .....	

		Profit/Loss .....	
5.	Average Annual Turnover (Rs.) of 3 years as above		
6.	GST No.		
7.	P.F No		
8.	PAN No.		
10	ESI Registration No.		
11	Work experience details	Fill separate sheet	
12.	Satisfactory service certificate		
13.	Bid Security Declaration		
14	Bid Fee details		
15	Self-attested certificate of Non-blacklisting from PSUS/Govt./MNC.		
16.	Performa1,2,3 4		
17.	Registration No. (Certificate) under MSME/NSIC/KKB body if the bidder avails the benefit of exemption of tender fee, being a MSME/ NSIC unit.		
18.	Authorization letter for authorized signatory if the bidder is different from the Proprietor of the Firm		

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

Name and Signature of Contractor with seal

**Summary of Past Work Experience** (Performa -6)

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

Name and Signature of Contractor with seal

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

**Price Bid format** (Performa -7)

**(Price To be quoted in the Format as per GeM, only )**

Prices for Comprehensive routine, breakdown Maintenance of CCTV and other safety equipment in Jawahar Vyapar Bhawan, Connaught Place, Delhi, as per bid document.

S.No.	Item description	Quoted Price ( Rs.) per annum
01	Comprehensive routine, breakdown Maintenance of CCTV and other safety equipment in Jawahar Vyapar Bhawan, Connaught Place, Delhi, as per bid document , <b>including all taxes and duties except GST.</b>	(In words Rs. ..... .....)

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

**In** ..... **words**

**Note**

1. The price comparison shall be done on the basis of price quoted.
2. Goods and service tax shall be paid extra by STC of India Ltd. as per rules, on providing documentary proof of deposition. The contractor will have to provide tax input credit of GST and pass the same to the STC under anti profiteering clause of GST act.
3. No other format of price submission shall be accepted. Bidder should sign on every page of the bid.
4. The bidder is required to quote for the complete work, though STC reserve the right to award the work in full or in part.
5. No over writing is allowed, over writing shall be summarily rejected.
6. In case of discrepancy between words and fig, in rate quoted, the rates quoted in word shall be final.

7. Firm has to quote the final rates only, all including discount/ rebate etc. Any separate discount/ rebate quoted shall not be considered.
8. The offer shall be valid for 60 days from the date of bid opening.
9. Leaving an unfilled entry in the price bid against any term shall mean as Zero cost and the bid shall be evaluated accordingly.

Signature of authorized representative of the bidder with seal