



BID/TENDER DOCUMENT

The State Trading Corporation of India Ltd

(A Govt. of India Enterprise)

**A-29, Thiru-vi-ka Industrial Estate,
Guindy, Chennai – 600 032**

INVITES

**Open e-bids under two packet bidding
procedure**

For

Annual Maintenance and Operation of
Electrical Equipments installed at “STC
Trade Centre”, A-29, Thiru-vi-ka Industrial
Estate, Guindy, Chennai – 600 032.

Bid Ref: - STC/CHN/GAD/01/2019-2020/Dated:12.06.2019

Website : www.stclimited.co.in

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The State Trading Corporation of India Ltd. (A Public Sector Undertaking)

NOTICE INVITING BID- E Bid Process

Bid Ref: - STC/CHN/GAD/01/2019-2020/Dated 12.06.2019

Bids are invited in two part bidding process **online (e-bidding process)** via open bid process from competent persons firms, companies for the work of Annual Maintenance and Operation of Electrical Equipments and Fans installed at “STC Trade Centre” including Electrical Installation, DG sets, Motors, sump pumps, Underground Tube well system, Fire Fighting System, Lift Operations, Public Address System and all other allied works associated with it, available, installed on the date of bid or directed to be provided or installed additionally as per direction of the statutory authorities during the period of Annual maintenance and operation at “STC Trade Centre”, A-29, Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032.

The bids have to be submitted on-line only.

Sr. No.	Particular	Details
1	Bid issue and filling site	https://eprocure.gov.in/eprocure/app
2.	Bid document fee	Free of Cost
3.	Bid floating date	12.06.2019 at 18.00 Hrs.
4.	Last Date of issue of bid	03.07.2019 at 15.00 Hrs.
5.	Date and time of submission of scanned bid documents with all necessary documents on the e bid portal	03.07.2019 at 15.00 Hrs
6.	Date and time of opening of bid (Technical Bid-Part-1)	03.07.2019 at 15.30 Hrs.
7	Venue of opening	https://eprocure.gov.in/eprocure/app
8	Date and time of opening of Price Bid of bid (Part-II)	Shall be intimated later to the successful bidders in technical bid.
9.	Amount of earnest money to be deposited (EMD)	Rs.50,000.00
10.	Submission of EMD	The EMD has to be deposited online prior to closing time of bid, as per below bank details. The details of the

		<p>same have to be uploaded with tender document.</p> <ol style="list-style-type: none"> 1. Name of Bank :- Indusind Bank, Chennai Branch, No.3, Village Road,Nungmbakkam, Chennai- 600 034. 2. Name of beneficiary :- The state Trading Corporation of India Ltd., Chennai- 600 032. 3. Account No. :-200999528664 4. IFSC:- INDB0000007
11	Contract person details	<p>S. Nagappan, D.G.M(Administration) “STC Trade Centre”, A-29, Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032. Email :- snagappan@stclimited.co.in Ph :- 044-2250 0352, 2250 2698</p>

Note :-

1. Any Deviation from bid conditions shall result into technical disqualification.
2. All the bid documents should be signed by the bidder as a token of acceptance and shall be uploaded in PDF format on-line in two packet system.
3. If the dates mentioned above happens to be a Holiday in STC, the next working day shall be considered as mentioned date.

The State Trading Corporation of India Ltd.

(A Public Sector Undertaking, G.O.I.)

Instruction for filling the e bid

- 1 Bids are invited *via* open bid process for Comprehensive routine, breakdown, Maintenance of Electrical & Mechanical equipment and Fans installed at “STC Trade Centre”, including Electrical Installation, DG sets, Motors, sump pumps, Underground Tube well system, Fire Fighting System, Lift Operations, Public Address System and all other allied works associated with it , available, installed on the date of bid or directed to be provided or installed additionally as per direction of the statutory authorities during the period of annual maintenance and operation at “ STC Trade Centre ”, A-29, Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032. The bids have to be uploaded online.
2. Bids have to be uploaded on line only via <https://eprocure.gov.in/eprocure/app> (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 (<https://eprocure.gov.in/eprocure/app>) using class-II/Class–III digital signature certificate. All the details mentioned during registration / enrolment process should be correct and true. Bidders have to abide by all the terms and conditions mentioned during registration process.
4. The details of financial instrument (Tender fee, EMD) needs to be uploaded during the e-bid submission and it should tally with the amount received as required, otherwise, the bid will be rejected.
5. The bidders are required to upload soft copies of all relevant documents.
6. Bidders are advised in their own interest to upload the on line bids well before the bid document submission end date and time (as per server system clock of CPP). 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.
7. For any queries relating to the process of online bid submission or queries relating to Procurement Portal (<https://eprocure.gov.in/eprocure/app>), the bidders may contact CPP Portal Helpdesk on Tel No’s.: 0120-4200-462, 0120- 4001 002, 0120 400 1005, 0120- 6277 -787.

8. Bidders may regularly visit STC website for any information / additional information/ clarification / addendum / corrigendum etc. related to this bid, processing of bids received, award of job, pre bid meet discussions, decision 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.
9. Portal for Online Submission <https://eprocure.gov.in/eprocure/app>
10. Bid Copies along with supporting scanned copy of all the documents as required for bid submission have to be uploaded online only. No physical documents will be considered.
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-bidding portal and upload/resubmit digitally signed modified bid.
12. STC may ask the bidders to submit any or all the documents in original or authentications 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.
15. The bid document available on e- procurement portal shall be taken as final. STC reserves the right to ask for more document as "Clarification", authentication only for verification of the uploaded documents. Decision of STC will be final and binding in this regard.

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 work order.
9. "Defects Liability Period/Maintenance Period" means the period after completion of the contract during which the STC or its authorized representative General Administration Division 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/ 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. "General Administration Division (GAD)"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 / them to sign the contract agreement.
13. 'STC' shall mean The State Trading Corporation of India Limited having its branch office at "STC Trade Centre", A-29, Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032.

14. The Contractor shall mean the individual, sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such individual, sole proprietor, firms or its partners or company, or its directors as the case may be or the persons composing such individual, firm or company of the successor of such contractor or company and the permitted assignees, nominees of such individual or contractors or company.
15. General Administration Division-in-charge shall mean the officer designated by STC who shall supervise and who shall be in charge of the work, and issue necessary instructions at the site, on behalf of STC.
16. "Performance Security/Performance Bank Guarantee" shall mean the amount to be paid by the successful bidder as per relevant clause mentioned in the bid document.
17. "Work" means Comprehensive routine, breakdown, Maintenance of Electrical & Mechanical equipment and Fans installed at "STC Trade Centre" including Electrical Installation, DG sets, Motors, sump pumps, Underground Tube well system, Fire Fighting System, Lift Operations, Public Address System and all other allied works associated with it available, installed on the date of bid or directed to be provided or installed additionally as per direction of the statutory authorities during the period of annual maintenance and operation at "STC Trade Centre", A-29 Thiru-vi-ka Industrial Estate, Guindy, Chennai -600 032.
18. "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.
19. "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.
20. "Scheduled Banks" mean Scheduled Commercial Banks of Govt. of India.
21. Order placing authority means: - The officer who is issuing or Placin detailed work order to the contractor
22. GST :- Means any tax imposed under the Goods and service Tax

Tender Evaluation Criteria.

NAME OF WORK :- Comprehensive routine operation, breakdown maintenance of electrical & mechanical equipment and Fans installed at “STC Trade Centre”, including electrical installation, DG sets, motors, sump pumps, underground tube well system, fire fighting system, lift operations, public address system and all other allied works associated systems available, installed on the date of bid or directed to be provided or installed additionally as per direction of the statutory authorities during the period of annual maintenance and operation at “ STC Trade Centre ”.

Only those individuals, firms, companies will qualify in techno commercial evaluation (Part-1) who possesses 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 following experience of **Operation/Maintenance** in the following area in any PSUs/any other Govt. Department directly or through CPWD/State PWD and Govt. autonomous body during last 5 years preceding from 31/05/19. The works executed by the contractor may not necessarily be mentioned in single work order; different work order enumerating the works executed shall suffice.(Documentary proof shall be enclosed).

- (a) DG set of Minimum 250 KVA capacity
- (b) Electrical Switchgear 3 phase 415V/ higher voltage level,
- (c) Submersible/Booster / Sump Pumps.
- (d) Fire Fighting System comprising Fire hydrant /Sprinkler system

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.

For the contractors worked in STC, satisfactory performance certificate during their final one year must be enclosed for this purpose.

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 (2017-18, 2016-17 and 2015-16), should be at least Rs 13.60 Lakhs.

For this purpose, financial statement i:e Profit & Loss account (P & L) sheet and Balance sheets for above years should be accompanied. These financial statements should be properly authenticated by Chartered accountant.

4. Experience of having successfully executed the similar works amounting (works including any works mentioned at Sr. No.1) during the last 5 years counted proceeding from 31/05/19.

(a) Three (03) nos of similar completed works each costing not less than the amount equal to Rs.9,60,000/-

“or”

(b) Two (02) nos of similar completed works each costing not less than the amount equal to Rs.12,00,000/-

“or”

(c) One (01) nos of similar completed works each costing not less than the amount equal to Rs.19,20,000/-

5. Bidder should upload the following with the 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) Electrical License from statutory authority for voltage level 3 phase 415 v minimum.
 - (g) Proof of depositing EMD, Tender fee online or Registration with MSME/NSIC for availing preferential purchase policy 2012. (For availing exemption from EMD and bid fee).
 - (h) Certified true copy of the Power of attorney/authorization should be uploaded as a token of authorized signatory.
 - (i) Complete bid document (scanned, signed by bidder) as a token of unconditional acceptance of bid document.

Note:-

1. The technical evaluation of the bids shall be done on the basis of above criteria. However further the bid should also follow other terms of the tender documents.
2. STC reserves 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 authentications, if required. The bidder will be liable for verification of the documents, if fails, STC reserves the right the reject the bid at any stage.

PROFORMA - I
Letter for submission of bid

From :

To

The Deputy General Manager (Admn.)
General Administration Division,
The STC of India Ltd. A-29, Thiru-vi-ka Industrial Estate, Guindy,
Chennai – 600 032.

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 commence the work within seven (7) days of issue of the Letter of award for the said work and further undertake to perform whole of the work comprised in the contract for a period of 12 months within the period specified under bid documents. If I/We do not commence the work at site within 07 days from the date of award of work, STC may take punitive action against me/us as deemed fit including debarring/ Holidaying /Blacklisting, for 2 years and/or Forfeiture of EMD.
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. A sum of Rs. 50,000/- (Rupees Fifty thousand only) towards Earnest money Deposited online as per account details, through RTGS/NEFT/Online transfer in terms of the Instruction to Bidders.
5. Unless and until an agreement is prepared and executed, this bid together with STC's written acceptance thereof shall constitute a binding contract between us.
6. We understand that STC is not bound to accept the lowest bid and that 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 of contract, 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. Name of the individual representative of the firm Director of the company to sign:

(a)-----(b)-----

Or

Name of person having power of attorney to sign the contract **(certified true copy of the Power of attorney should be attached)**

Yours Faithfully,

Signature of the Bidder

Permanent address -----

Local address:-----

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

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

Signature of the Bidder or Authorized representative of the bidder.

PROFORMA – 2

Letter for Un-conditional acceptance of Bid Conditions

The Deputy General Manager (Admn.)
General Administration Division,
The STC of India Ltd. A-29,
Thiru-vi-ka Industrial Estate, Guindy,
Chennai – 600 032.

Subject : - Unconditional acceptance of Bid Conditions for bid

Dear Sir,

1. I/We have read and examined and understood all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
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:
 - I/we shall not vary/alter or revoke my /our bid during the validity period of Bid after bid submission unless agreed in writing by you.
4. I/we have quoted for the complete scope of the said work
5. I/we undertake to abide by the terms and conditions as stipulated in STC bid documents and as amended thereafter before award of work.
6. I/We have not enclosed any condition/deviation to conditions of Bid documents in the envelope containing Price Bid.
7. I/we agree that in an event of conditional bid, the bid is liable to be rejected without assigning any reason whatsoever and the Earnest Money deposit is liable to be forfeited.
8. This undertaking is in consideration of STC agreeing to open my/our bid, considering and evaluating the same for the purpose of award of work in terms of provision of bid documents.

Name -----

Designation-----

PROFORMA – 3

Performa for submission of past contractual performance/declaration by the bidder

This is to certify that I,We, M/s. _____ in submission of this offer confirm that

1. I, We have not made any misleading or false representation in the forms, statements and attachments in proof of the bid evaluation criteria.
2. I, We do not have records of poor performance such as abandoning the work, not properly completing the contract, work in-completion, fail to comply statutory compliances related to any contract, inordinate delays in completion, litigation history with STC or financial failures etc.
3. My,Our business has never been banned/ Blacklisted by any Central/State Govt. department/Public Sector Undertakings or Enterprises of Central /State Govt during last 5 years proceeding from date of bid submission.
4. I,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. I,We have not submitted any fraudulent document/information either in present or past bids failing which STC reserves the right to disqualify us or any action as deemed fit such as forfeiture of EMD and/or debarring of business for 2 years.

Signature of the Bidder or Authorized representative of

the bid Bidder's stamp

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 Limited*' and shall include the nominated person authorized to place an order under this specification.

1.0 PREPARATION OF BID:-

- 1.01 Before submission of the bid, the Bidders are requested to be fully conversant with the Tender Evaluation Criteria "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 at their own expense.
- 1.02 Only such individuals, firms, companies need to submit bids who meet the Tender evaluation criteria as laid down in the bid documents and who can submit satisfactory evidence in that regard.
- 1.03 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.
- 1.04 The terminated/debarred/ Black listed bidders from any Govt./Semi Govt./ PSUs/ are not allowed to participate in the bid (Performa 3).
- 1.05 If the Bidder deliberately furnishes wrong information in his bid, the bid would be liable to be rejected out rightly at any stage and the security deposit and/or EMD shall be forfeited and/or may be debarred for business for 2 years.
- 1.06 Bid documents are not transferable. JV (Joint Ventures) firms are not allowed to participate in the bid. Not more than one bid for the work shall be submitted by one individual contractor or one firm of contractor or company.
- 1.07 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.
- 1.08. Bids containing any alterations/cuttings/additions/marks of eraser etc even if accompanied by signature shall be liable to be rejected on such grounds.
- 1.09 Successful L-1 (First Lowest) bidder shall be decided on the basis of price quoted in the price bids section as dictated therein.

1.10 Bids submitted by courier/post / manual submission to be rejected. Only electronic submission (online) is accepted.

1.11 Part Bid submissions shall be rejected.

1.12 The bid is to be furnished in two parts i.e. PART-I (Techno-commercial bid) & PART-II (Price Bid-BOQ format); All the bid documents digitally signed and accompanied by documents in support of tender evaluation criteria / bid enquiry, along with scanned copy of financial instrument (for EMD and bid fee) should be uploaded to the <https://eprocure.gov.in/eprocure/app>. Price bid section (Part II) has also to be uploaded in BOQ format on e-mode only (online). The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the AMC work.

a) Bidder shall enter the name of the firm on BoQ only.

b) Bidders are requested not to edit or change any item or quantity.

c) Rates are to be filled only on BoQ (in .xls format) sheet only.

Note: The Price Bid (BoQ) should not be kept inside the Technical Bid cover and such bid will be summarily rejected. No other document has to be attached with Price bid.

1.13 The Part-I i.e. Techno-commercial Bid (also called Technical 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 via e-procurement channel*. 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 and 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 General Administration Division in-charge during the currency of contract period or during the bid process.

2.0 Earnest Money , Cost of bid document:-

2.1 Before submitting the bid, the Bidder shall have to deposit EMD to our Bank Account as detailed below through online payment prior to closing time of bid. The details of the same have to be uploaded with tender document.

1. Name of Bank :- Indusind Bank Limited, Chennai Branch, No.3, Village Road, Nungambakkam, Chennai – 600 034.
2. Name of beneficiary: - The State Trading Corporation of India Ltd., Chennai – 600 032
3. Account No. :-200999528664
4. IFSC:- INDB0000007

2.02 Any bid not accompanied with EMD or cost of bid document is liable to be rejected unless they are exempted under any notification / rule. Those bidders exempted from depositing EMD/ tender fee have to upload scanned copy of relevant certification of the same .

2.03 After award of the subject tender to the successful bidder, the EMD amount of un-successful bidder shall be refunded to them on receipt of final request.

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

2.05 No interest shall be payable on earnest money deposits.

2.06 Participation in the bid process without cost of bid document and/EMD shall be permitted only for those firms/ companies who are exempted /notified via any statutory / Govt. body. Those firms/companies should deposit the concerned notice /document/Certificate showing exemption, along with the bid submission. Preferential purchase policy 2012, as declared by the Central Govt. regarding MSMEs / NSIC /SME shall be followed.

2.07 The bidder shall treat the details of specification and other bid documents as private and confidential and they shall not be reproduced anywhere without the written authorization of the Corporation.

3.0 RECEIPT OF BIDS:-

3.01 The bids should be filled on line as detailed above. No other form of bid 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 VALIDITY OF BID:-

The bid shall remain valid for 60 days which will reckon from the date of opening of technical bid. Bids once opened 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 60 days without obtaining any confirmation from the bidder.

6.0 CANVASSING: - No Bidder shall canvas any official/Officer with respect to his or other bid. Contravention of the condition will invoke in rejection of the bid.

7.0 STC requires that the Bidders observe the highest standard of ethics during the bidding process. In pursuit of this policy, the following are defined:

- (a) **Corrupt Practice:** The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (b) **Fraudulent Practice:** A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (c) **Collusive Practice:** A scheme of arrangement between two or more bidders, with or without the knowledge of STC, designed to establish bid prices at artificial, non-competitive levels.
- (d) **Coercive Practice:** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

STC will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

GENERAL CONDITIONS OF CONTRACTS

SECTION – B

The bidder 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 bid. If he/they has/have any doubt as to the meaning of any portion of the general and special conditions of bid specifications or about any point regarding site conditions, he/they may seek necessary clarification before submitting his/their offer/bid from the State Trading Corporation of India Limited.

1.00 ACCEPTANCE OF BID:-

The order placing authority is not bound to accept the lowest bid or any other bid 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.

2.0 CONTRACT DOCUMENT AND AGREEMENT:

The order placed under these specifications shall be governed by terms and conditions as incorporated in this tender document 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 Chennai only. 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/-** (Purchased on the name of " The State Trading Corporation of India Limited" by the contractor) . Such agreement shall be executed & signed by the bidder, authorized representative or 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. One copy of the accepted agreement duly signed by order placing authority shall be given to the contractor for his/their reference.

The contract documents shall include the followings:-

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

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

3.00 CORRESPONDENCE: -

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions, contract documents, scope of work etc, should be addressed to the Deputy General Manager(Admn), The STC of India Ltd. Chennai.

4.00 CHANGE OF NAME OF BIDDER / CONTRACTOR: -

4.01 At any stage after bidding, the order placing authority shall deal with bidder / contractor only in the name and at the address under which he/their has/have submitted the bid. All the liabilities / responsibilities for due execution of the contract shall be that of the contractor. Under no circumstances he/their shall be relieved of any obligations under the contract. The order placing authority may however, at its discretion deal with the agent / representatives /nominees/ sister concern and such dealing shall not relieve the contractor from his/their 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 not being issued to STC of India Limited. 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. In such condition, security deposit of the contractor will be forfeited.

5.00 SUB-LETTING: -

The contractor cannot sublet or underlet or relet 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 10 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.

8.0 SECURITY DEPOSIT: -

8.01.The successful bidder shall have to deposit a security amount @ 10% of the contract value for one year contract period which should be deposited through online to our bank accounts per details given in tender document within 07(seven days) after award of work. Amount of Earnest Money Deposited(EMD)shall not be adjusted in this Security deposit amount and will be

returned on request of the bidder. In case of non-deposition of security deposit as mentioned, STC reserves the right to cancel the bid and EMD deposited will be forfeited, further such contractor will be debarred for business for 2 yrs. STC reserves the right to recover the cost of publication of advertisement from any other deposits of the debarred firm.

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.** and on submission of annual return of EPF, ESI, Other statutory dues, and annual contribution slips of individual workers engaged during the term of contract. STC reserves the right to get cross check the validity of deposition of statutory dues in respective statutory body(s) at contractor's cost.

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.

No interest shall be payable on such security 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 fulfill 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 fulfill 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 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.

11.00 MODE OF PAYMENT: -

11.01 The contractor will submit the monthly bill in duplicate to General Administration Division-In-charge of work. The same will be verified by Administration 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. The Contractor shall have to submit the following self-attested documents along with the bill:

1. Self-attested copy of bank Challan of PF, EDI Deduction and deposited in the bank/ statutory body of one month before.
2. Monthly attendance sheet of workers of present month
3. Monthly statement/ return of PF, ESI contributions with name of workers & PF Account numbers etc. and PF, ESI undertaking in duplicate of one month before payment sheet of one month before.
4. Self attested copy of labour license.
5. Self attested copy of insurance cover note.
6. Undertaking in respect of depositing GST (Goods and service Tax) regularly by Contractor as per norms.

-The Contractor will have to provide Pay Slip to every labour/ worker every month at the time of payment indicating PF A/c No. with PF Deduction amount and amount of Overtime as per Labour laws. The firm has to make regular payment of workers through online except during emergency conditions such as due to inadvertent delay in account opening either from worker or from contractor.

-STC reserve the right to get the records cross checked from the originals.

- 11.02. 100% payment after making necessary deduction (towards S.D., I. Tax & other if any) shall be made by STC against satisfactory performance of work done on monthly basis on the recommendation of the General Administration Division – in-charge. Under no circumstances, the contractor shall withheld/ delay the wage payment of workers for want of release of payment /reimbursement from STC.

12.00 RATES:-

- 12.01 The contract is comprehensive in nature. The individual firm company has to complete the works through competent persons along with supply of material and both these are inseparable components. The quoted rates shall be firm in all respect inclusive of all taxes,duties,labour charge,T&P,consumable, Insurance, statutory levies except GST.GST shall be paid extra by STC of India Ltd. as per extant rules, subject to furnishing of documentary proof. The payment to the contractor shall be lump sum amount including all and no extra payment shall be made on any part of the work.
- 12.02 The contractor shall pay minimum wages to their employee/workers as Per Central, State Govt. Rules along with the stipulated PF and ESI as per the extant rules and regulations as amended from time to time.
Minimum number of man power along with their respective minimum qualification has been mentioned in the tender document.
- 12.03 The contractor will have to get themselves registered under GST ,Labour department(for engaging labourers at site) before start of work and will submit the documentary proof of monthly deposit of GST, and also give an undertaking that if the GST deposited is refundable on any grounds by Concerned Govt. Dept. the same shall be deposited in STC of India Ltd and further if ITC (Input Tax credit) is availed for procuring material /services by the contractor, the same will have to pass on STC under anti profiteering clause of GST.
- 12.04 Any **new** statutory duties /levies/ taxes imposed or the variation in rates of the existing duties/levies/ taxes by Gazette Notification during the contract period, shall be borne by STC of India Ltd on documentary evidence but if the variation is effective during the delayed/extended period of execution for reasons attributable to the Contractor, the same shall be borne by the Contractor only .
- 12.05 In the event of revision of minimum wages or any statutory dues by Central/State Govt., the contractor shall have to comply with the statutory requirement and which will be reimbursed/deducted by STC.**

The maximum reimbursed amount will be corresponding to the minimum number of man power as described in tender document (03 Nos.) during the currency of the contract. The deployed man power will have no rights to absorb in STC in any manner directly/indirectly.

13.00 LIABILITY OF THE CONTRACTOR:-

The contractor is required to carry out the works as per direction of General Administration Division - in charge and the bid terms and conditions. The General Administration-in-charge or his representative will check the work before any recommendation to STC for releasing payment to the Contractor.

14. WAGES : -

Contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following months to the personnel deployed by him/them as per statutory provisions and shall fully comply with the rules laid under Payment of wages Act and enforced from time to time, irrespective of the payment released from STC. The contractor shall keep an up to date account of deployment of labour and payment of their wages etc, which will be produced for inspection to the General Administration Division in-charge/representative as and when desired by him.

The Contractor shall have to give statutory Bonus to their workers/ labour as per provisions of Bonus Act or as applicable to them.

The Contractor will pay Overtime to the workers as per prevailing rules and no extra payment shall be made to the contractor on this account by STC.

The STC of India Ltd. shall not be responsible in any manner for any Act or Omission of the workers engaged by the contractor and the contractor shall indemnify STC in this regard. No claim in this regard shall be entertained by STC of India Ltd. If by virtue of any law in force if STC of India Ltd. is made to pay any amount by way of penalty / damage / fine etc. the same shall be recovered from the Contract's dues.

15. PROVIDENT FUND (PF) & ESI :-

The contractor shall have to get himself registered with the concerned PF commissioner before start of work.

The contractor shall have to submit a certificate every month to the General Administration Division-In-charge that he has an establishment covered under the Employees Provident Funds and Miscellaneous Provisions Act 1952, and has a separate code number with the provident fund commissioner and also that the provident fund contribution in respect of all the employees employed by him, under the contract, along with employer's share of contribution etc, has been deposited with the Provident Fund Authorities and shall also submit certified photo copies of the Bank Challan of deposits with all relevant details.

In absence of above, the contractor shall deposit employee's as well as employer's contribution / other charges in respect of all employees engaged by him/them for the said

work with STC of India Ltd. along with the details of the employees, their wages and the amount of contribution as per PF rules every month. In case of failure, STC of India Ltd. shall be entitled to withhold 25% from the amount of his bills till the regularization of such discrepancies.

The Contractor shall give annual contribution slips of individual workers engaged during the term of contract as issued by PF department.

Contractor shall be responsible to make deduction towards the contribution of provident fund (PF) from such contract labour engaged by him who may be covered under provident fund Act.

Contractor shall arrange to open PF accounts in the name of the labour engaged by him/them immediately from first month after deployment of persons at his own cost.

16. EMPLOYEES STATE INSURANCE (ESI) : -

It is sole responsibility of the contractor to get his/their workmen insured under Employees State Insurance Act (ESIC) 1948 & 1950 /workmen compensation Act & Rules, while at work, as required by relevant rules and regulations of workmen compensation and shall pay compensation, as per Act and provision / rules made there under and as amended from time to time.

17. ISSUE OF GATE PASSES , UNIFORM, SHOES TO WORKERS ENGAGED BY

CONTRACTOR:-

After award of the contract, the successful bidder will furnish the list of Supervisor and labourers to be engaged by him indicating their particulars with passport size photo graph to the General Administration Division-in-charge for arranging gate passes which should be required to be produced for security check every time before entry into the The said gate passes should always be displayed by the labour during working hours in the “STC Trade Centre”, Chennai.

Contractor shall submit ID proof of each employee duly issued by him/them and attested by STC. Contractor shall also get ID verification through local police authorities and submit the same within one month period from the date of commencement of work order if required for security purpose by STC of India Ltd. from time to time.

Contractor should ensure that the engaged man power should wear the uniform while on duty, issued by them(at no cost to STC) during the currency of the contract with the badge of their firm. No manpower would be allowed on duty without uniform.

The firm would also disburse a pair of safety shoe at the start of the contract within one month for the engaged labour at no cost to STC. No manpower would be allowed on duty without safety shoes.

18.0 OBLIGATION OF THE CONTRACTOR:-

The contractor's labourers shall be provided with the material / T&P required for the work during the entire period as prescribed in bid document. All the tools and materials shall be provided by the contractor for manual loading / unloading and transportation of material. One person will be nominated as supervisor by the contractor and the supervisor will keep contact with General Administration Division-in-charge at all time and comply with the instructions as given by the General Administration Division-in-charge or his authorized representative in relation to execution of work.

18.02 The contractor shall coordinate daily with the General Administration division In-charge so as to provide maintenance works assistance as may be required. The routine maintenance work shall be planned one day in advance. However the breakdown works shall have to be attended at short notice and at any time as per direction of General Administration Division in-charge.

18.03 The normal working hours at "STC Trade Centre", Chennai shall be generally from 9.00 AM to 6.00 PM or as prescribed by the General Administration Division In-charge in general shift. However the work may also be required to be done in one or more shifts round the clock in case of emergency breakdowns or as required for running of systems of " "STC Trade Centre", Chennai smoothly.

18.04 The contractor shall depute required workers for providing assistance for routine, breakdown and capital maintenance work. The work may be carried out at any place / site in STC Trade Centre. The work shall be carried out through experienced persons duly approved, who are conversant with the nature of work involved. In case any worker / personnel is found unsuitable against work by the same shall be replaced by another suitable person without any cost to STC.

The contractor shall depute required workers for providing assistance for routine, breakdown and capital maintenance work. The work may be carried out at any place/ site in STC Trade Centre. The work shall be carried out through experienced persons duly approved, who are conversant with the nature of work involved. In case any worker/ personnel is found unsuitable against work, the same shall be replaced another suitable person without any cost to STC.

19.0. TOOLS & TACKLES, EQUIPMENT -

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

20.0. CONSUMABLES: -

All the consumable shall be arranged by the contractor at his/their 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, battery cells insulation tape, cotton tap, multi-meter, testing lamp and cell, Sanitary & Plumbing, carpentry tools etc., necessary for maintenance purpose shall be kept in ready stock by contractor.

21.0 CONTRACTOR'S RESPONSIBILITY:-

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

21.02. 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.**

21.03 Supervision, control and regulation of condition of the workmen engaged by the contractor shall be his/their responsibility and STC Of India Ltd., will have no direct connection with the workers of the contractor.

22.0 The work / job shall be executed exclusively in accordance with details, instructions as specified by the General Administration Division-in-charge. Contractor shall be bound to discharge his their obligation in compliance with various statutory enactments including 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, any modification/amendment thereof and any other law relating thereto and rules made there under from time to time.

23.0 The Contractor shall ensure checking of all relevant records by Labour Inspector, PF Inspector once in a year/ as desired by concerned Officer and submit the report of the same to General Administration Division-in-charge.

24 .Maintaining Records As Per The Factories Act. 1948/ Labour Laws:

The contractor shall maintain the following records and shall make it available for verification, inspection as per The Factories Act. 1948/ Labour Laws as and when asked by the General Administration Division In-charge. The Contractor shall adhere to labour laws of state/central Govt. and other statutory laws/rules such as:

- Payment Register/wages slip.
- Overtime Register in Form No.11 /OT slip/OT card.
- Actual worker register in form No. 13.
- Attendance Register.
- Leave with wages register in form No. 16.
- Register of compensatory holidays in Form No.10 (Prescribed under rule-81)
- Notice of periods of work for adult worker in Form No.12(Prescribed under rule- 84)
- Health check-up register of worker employed in Form No.19
(Prescribed under rule-14)
- Register of leave book in Form No.17 (Prescribed under rule-93)

- The Contractor shall have to provide mobile phone with incoming & outgoing facility to their Supervisor during execution of work. The complete details having name of Supervisors with Mobile number is to be given to General Administration Division In-charge before start of work. If there is any change, the same shall be communicated in advance to the General Administration Division In-charge. The workers should be asked to give their mobile number to the General Administration Division In-charge.
 - The Contractor shall remove all T&P and material from Site after completion of work and same shall be deposited in Contractor store etc. The scrap material shall be the property of the contractor if the material was being provided by the contractor for replacement otherwise it will be property of STC. The same shall be deposited by the Contractor in the respective Contractor's / STC's Stores/ Site Stores within 3 days after completion of the work as per direction of General Administration Division In-charge.
 - The waste material shall be disposed off by the Contractor within 3 days after completion of the work as per direction of General Administration Division In-charge.
 - 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 General Administration Division In-charge.
 - The Contractor shall have to carry out works instructed during Sunday [weekly offs and Gazetted holidays too] if the need arises at site at no cost to STC.

On failure of the contractor in complying with any of the directions in the tender document, 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 Branch Manager shall be final and binding on the contractor.

- 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.**
- 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

24.00 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/-** (Rupees Five Thousand Only) will be imposed/ recovered in each case as token penalty beside the recovery. However, in case of more than three such incidents takes place then in such situation the contractor will be black listed and no contract shall be awarded to him/them for a further period of three years & all the existing contracts will be liable to be cancelled.

25.00 MEDICAL CHECKS UP & CARE:-

The contractor shall be fully responsible for providing safety equipment, First Aid and emergency medical treatment to his/their employees. The contractor shall make necessary arrangement for this purpose.

The contractor shall submit health check-up report in form No.19 of workers employed by him/them at least once in twelve months period.

Free and Comprehensive medical treatment to be provided by the Contractor to all workmen found to be suffering from an occupational disease, ailment until cured or until death. Services of the workmen not to be terminated during illness and to be treated as if on duty.

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 as effective during the contract.

26.00 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-8520:1977and 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

27. LIABILITY FOR DAMAGES: -

27.01 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.

27.02 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 shall be recovered from the running bill of the contractor or from his security deposit.

28.00 WITH HOLDING PAYMENT:-

The STC of India Ltd may withhold the whole or part of any payment for work claimed by the contractor, which in the opinion of the order placing authority is necessary to protect 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/them.
- D. Damage to STC of India Ltd's property.
- E. Insufficient / Unsatisfactory progress.

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

29.00 REGARDING PERSONNEL OF CONTRACTOR: -

- 29.01 The General Administration Division 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 General Administration Division in-charge, the Contractor shall remove the person so objected and shall provide a suitable replacement within 24 hours of such Notice at his/their own Cost and expense without interruption to work.
- 29.02 Contractor/ his/their representative / supervisor shall abide by all general rules and regulations inforce on the site and to any special conditions imposed by the local administration. The general discipline of the " STC Trade Centre", Chennai shall be maintained.

30.00 PENALTY FOR DELAY IN EXECUTION OF WORK.

Contractor has to discharge his/their 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/their running bills as described below.

30.01 In case the contractor does not supply the required T&P and / or consumables, 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.

30.02 In case of breakdown / shut down /emergency maintenance work of which the contractor fails to do any work or part thereof due to his/their negligence within the prescribed time period given by the General Administration Division In-charge, STC will be at liberty to recover penalty from the contractor @ ½ % **per hour** after stipulated time subject to a **maximum of 10%** value of the particular work as per the decision of General Administration In-charge.

30.03 In case of Maintenance work to be done daily and found incomplete during checking due to one or other reasons, the suitable penalty as decided by the General Administration In- charge ,maximum up to 10% of the contract value, shall be imposed till the work completed to the full satisfaction of General Administration In-charge.

31.0 ACTION FOR NEGLIGENCE AND DEFAULT OF CONTRACTOR

31.1 If the General Administration-in-charge feels that the work is important and of emergent nature and no extra time is admissible even on penalty basis on the contractor, 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.

31.02 If it is found that the lapse on the part of the contractor are repeated every day and there is no improvement in the work in-spite-of informing the contractor by General Administration 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.

32.00 GENERAL ADMINISTRATION DIVISION IN CHARGE: -

The work shall be carried out under the guidance of the BM, STC of India Ltd. Chennai (DGM in charge of this contract) and his authorized representative Deputy Manager – GAD

33.00 TAX DEDUCTIONS: -

The tax deduction at applicable rate from time to time shall be made from the running bills of the contractor by the Finance wing of the STC(I) Ltd. Chennai

34.00 DISPUTES: -

In case of any dispute, the matter shall be referred to the Branch Manager, STC of India Ltd, Chennai and the decision given by him shall be final and binding on both the Parties.

35.00 OTHERS: -

- (a) 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.
- (b) 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 General Administration 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.

36.00 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. STC of India Ltd. does not guarantee for payment of entire Work Order amount.

37.00 TERMINATION OF CONTRACT: -

STC of India Ltd. Reserves the right to cancel the contract at any moment by giving 15 days notice if the contractors work is not satisfactory or for breach of conditions of the contract

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 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.

38.00 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 reserves the right to ban the business / black listing the firm.

39.00 The Indemnity Clause

“The Contractor shall at all times indemnify and keep STC and its directors, officers etc. 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 or vehicles, cattles etc., 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 and its directors, officers etc. 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.”

40.00 Jurisdiction of Courts- “The Courts/Tribunals at Chennai shall have exclusive jurisdiction.”

THE STATE TRADING CORPORATION OF INDIA LTD
BRANCH OFFICE, CHENNAI

SCOPE OF WORK AND SCOPE OF SUPPLY:

Maintenance and Operation of Electrical Equipments

The following electrical equipments are to be maintained and operated by the electrical staff :

250KVA Diesel Generating Set.

315 KVA Sub Station

- 1 Fire Detection system.
- 2 Fire Extinguisher.
- 3 Johnson Lift – 3 Nos.
- 4 Transformer with RMU and Metering cubicle.
- 5 The Fire fighting pumps both diesel and electrical.
- 6 Blue Star Air-conditioning systems installed for the entire building
9. Public Address system.
10. General Lighting in various floors including Basement with DBs, street light within the Premises, Logo sign Board at terrace.
11. HT & LT control Relay Panels and breakers, AMF Panel.
12. Raising main panel, Trunking-cum-Bus, Breakers.

The Manpower required performing the above work in Maintenance and Operation of Electrical Equipments in different categories are to be assessed by the Tenderer for carrying out the work effectively and efficiently by visiting the office premises in advance and quoting the requirements of manpower accordingly.

<u>Sl.No.</u>	<u>Particulars</u>	<u>No. of persons</u>	<u>Minimum qualification</u>
1.	Personnel for Maintenance & Operation of Electrical Equipments.		
	a) Electrician	1	ITI in Electrical /Instrumentation or Electrical license holder any statue body.
	b) Assistant	2	Minimum 5 years' Experience of Electrical works.

Functions of Maintenance and Operations of Electrical Equipments.

DAILY OPERATIONS

- Electrician will inspect the electrical systems on daily basis by switching on them for the sound condition and operate them as and when required.

-Checking the smooth functioning of the Electrical system on three floors and common area of three floors including Basement.

- Report complaints to local authorities State Electricity Board in case of power failure.
- Will check UG tank water level, overhead tank water level and Borewell
- Check the batteries of DG Set etc.
- Operating the Lifts as per the requirement of the users.
- Attend to any electrical emergencies.
- Check the Diesel Level in the Diesel Tank and inform the STC as soon as it reaches the critical / minimum level.
- Maintaining various log books and reporting the same to the concerned in STC.
- Operating of DG Set as and when required.
- Electrician will carry out all mandatory tests of all Electrical Equipments and take proper corrective measures required.
- Checking the smooth functioning of the Fire Alarm System and equipments installed in the building.
- All T&P & safety equipment & consumables as may be required shall be provided by the contractor. Major maintenance works shall be taken up by STC. However, consumables cost of materials will not be reimbursed to the contractor.

WEEKLY OPERATIONS

To ensure cleanliness of electrical cables, cables trays wire and gadgets in the common areas exposed ducts, piping of Basement.
 Electrical connections are maintained properly.
 Insulation of live connections and joints in live wires are done properly.
 Detailed inspection LT / HT panel is undertaken.

Note :

1.Required annual maintenance contract of the Original Equipment Manufacturers (OEM) with Blue Star for Air Conditioner Unites, Jonson Lift for Lifts, Network Diesel for DG set and Sri Bhoomidurga Marketing (P) Ltd., for Transformer will be taken by STC to ensure smooth function of various equipments. The Tenderer who takes the operation of the electrical equipments should ensure proper AMC schedule and co-ordinate with OEM's.

Functions of Electrician:

The respective Electrician deployed by the tenderer i.e. Maintenance and Operation of the Electrical Equipments under this contract must have technical qualification not less than 'C' Grade Certificate holder with relevant experience to handle the assignment. Irrespective of timings it is the duty to ensure punctuality and attendance of the personnel in respective area of service, to ensure presence of required number of persons in the respective shifts, to make alternative arrangements in case of absence, persons on leave so that assigned work should not be hampered. To carry out quality performance checks of all the personnel at frequent intervals and put in place the corrective measures as may be required. The Electrician shall act as a contact point to receive instructions from time to time from STC and act upon them.

A. THE CONTRACTOR WILL PROVIDE;

- 1 Uniforms – (Separate Uniform for Maintenance and Operation of Electrical Equipments personnel). Two Sets of Uniforms to their workers as approved by STC shall be provided. The tenderer should ensure that each worker while on duty always wears neat and tidy uniform. Fine will be imposed on the tenderer if worker's is/are found without proper uniform.
- 2 Identity Cards - Maintenance and Operation of Electrical Equipments Personnel. The contractor will issue identity cards to his electrical staff. Any electrical staff found without identity card will not be permitted to enter the premises.

B. GENERAL INSTRUCTION:

- 1.To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure to carrying out the work, the decision of STC shall be final and binding on the tenderer. The record maintenance, formats for reporting performance, MIS reports etc., shall be as would be prescribed by STC.
2. For all matters arising out of this contract either between the tenderer and the STC or between the personnel deployed by the tenderer with the STC/tenderer, the jurisdiction of the Court at Chennai.
- 3.The STC reserve the right to extend or foreclose the contract depending upon the exigency and the tenderer shall continue to provide the service on the terms and conditions as mutually agreed during the extended period in the event of any extension given.
4. The personnel provided by the tenderer should have good knowledge of Tamil & English both for conversion as well as for reporting purpose.

DY. GENERAL MANAGER(GAD)
THE STC OF INDIA LTD.,
CHENNAI

1. Technical bid opening Date :03/07/2019

2 NAME OF WORK :- Comprehensive routine operation, breakdown Maintenance of Mechanical & Electrical equipment and Fans installed in 'STC Trade Centre' including, Electrical Installation, DG sets, Motors & sump pumps, Underground Tube well system, Fire Fighting System, Lift Operations, Public Address System and all other allied works systems at " STC Trade Centre "

Sr. No.	Particular		Yes/No
1.	Name and complete Address of the Person/Firm, company		
2.	Bank account details –Name of Bank, Account No. IFSC code		
2.	Annual turnover (Balance sheet & Profit and Loss account)	FY2017-18 (Rs.).....	
		FY2016- 17 (Rs.).....	
		FY2015-16 (Rs.).....	
3.	Average Annual Turnover (Rs.) of 3 years as above		
4.	GST No.		
5.	P.F No		
6.	PAN No.		
7.	Electrical Licence No		
8	ESI Registration No.		
9	Work order details	Fill separate sheet	
10.	Satisfactory service certificate		
11.	Earnest money Deposited (EMD) details		

12	Bid Fee details		
13	Self-attested certificate of Non-blacklisting from PSUS/Govt./MNC.		
14.	Complete bid document properly filled and signed with stamp		
15.	Registration No. (Certificate) under MSME/NSIC body if the bidder avails the benefit of being a MSME/ NSIC unit.		
16.	Authorization certification for authorized signatory		

Note :- The above signed scanned documents have to be uploaded for technical bid purpose. Price bid has to be filled and submitted in BOQ format on e-procurement portal.

Name and Signature of Contractor with seal

Summary of Past Work Experience (Performa -5)

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)
1.						
2.						
3.						
4.						

Name and Signature of Contractor with seal

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

[On non-judicial stamp paper]
ARTICLES OF AGREEMENT (Performa -6)

This agreement made on the _____ day of _____, Two thousand between "The State Trading Corporation of India Limited" (hereinafter referred to as the Client) and Branch office is located at 'STC Trade Centre', A-29, Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032 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 bid documents (Bid No. _____ dated _____) which shall form part of the contract.

Whereas in consideration of the payments to be made by the Client to the Contractor as 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 bid documents and award letter No. _____ dated _____ will form an integral part of this agreement and shall be binding on both the parties.

The Contractor has agreed to keep STC and its directors, officers etc indemnified at all times against any claims/liabilities/proceedings etc from any third party or otherwise arising out of/or in connection with the bid documents.

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
presence of : Name:

Binding signature of the Client In the
Name:

Designation

Designation

Price Bid-(To be submitted in BOQ Format) (Performa -7)

Prices for Comprehensive routine operation, breakdown Maintenance of Electrical & Mechanical equipment installed in “STC Trade Centre”, Including Electrical Installation, DG sets, Motors, sump pumps, , Underground Tube well system, Fire Fighting System, Lift Operations, Public Address System and all other allied works available, installed on the date of bid or directed to be provided or installed additionally as per direction of the statutory authorities during the period of annual maintenance and operation associated as per bid document.

S.no.	Item description	Quoted Price (Rs.) per annum
01	Comprehensive routine operation, breakdown Maintenance of Electrical & Mechanical equipment installed in “STC Trade Centre” including Electrical Installation, DG sets, Motors, sump pumps, Underground Tube well system, Fire Fighting System, Lift Operations, Public Address System and all other allied works available, installed on the date of bid or directed to be provided or installed additionally as per direction of the statutory authorities during the period of annual maintenance and operation including all taxes and duties except GST. (In Words Rs.....)

Total Rs. In words

Note

The price comparison shall be done on the basis of price quoted.

1. Goods and service tax shall be paid extra by STC (I) 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 profiting.

1. No other format of price submission shall be accepted. Bidder should sign on every page of the bid.
2. The bidder is required to quote for the complete work, though STC reserve the right to award the work in full or in part.
4. No over writing is allowed, over writing shall be summarily rejected.
5. In case of discrepancy between words and fig, in rate quoted, the rates quoted in word shall be final
6. Firm has to quote the final rates only , all including discount/ rebate etc. Any Separate discount/ rebate quoted shall not be considered.
7. The offer shall be valid for 60 days from the date of bid opening.
8. 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 bidder or authorized representative of the bidder with seal