



**STATE TRADING CORPORATION OF INDIA LTD.
MUMBAI BRANCH
(A Government of India Enterprise)**

**Unit No.1, 2 & 3, A Wing, Ground Floor,
Classique Centre Premises Co-operative Society Ltd.,
26, Mahal Industrial Estate, Opp. SBI,
Off Mahakali Caves Road, Paper Box Road,
Andheri (East), Mumbai – 400 093 INDIA**

E-mail : mumbai@stclimited.co.in Website: www.stclimited.co.in

**Notice Inviting Tender
for**

**Commercial Space to keep files/almirahs on monthly Leave and Licence rental basis for
The State Trading Corporation of India Ltd., Mumbai.**

To be submitted on or before 08.02.2021 by 15:00 hours

Tender shall be opened on **08.02.2021** at 15:30 hours in the presence of the tenderers who will be present in STC's Mumbai Representative Office at the below address :

**THE STATE TRADING CORPORATION OF INDIA LTD.
Unit No.1, 2 & 3, A Wing, Ground Floor,
Classique Centre Premises Co-operative Society Ltd.,
26, Mahal Industrial Estate, Opp. SBI,
Off Mahakali Caves Road, Paper Box Road,
Andheri (East), Mumbai – 400 093 INDIA**

NOTICE INVITING TENDER

The State Trading Corporation of India Ltd., (A Government of India Enterprise)

Tender No. STC/MUM/GAD/OP/2020-21/01-B

Date :30.01.2021

1. E- tenders are invited on behalf of The State Trading Corporation of India Ltd., a Government of India Enterprise under the administrative control of Ministry of Commerce & industry, Govt. of India, from bonafide owners, owner's representatives complete with all necessary documentation evidencing proof of ownership and vacant possession issued by appropriate Competent Authority including a permission issued by the concerned local authorities for use of premises for Office/Commercial purposes for :

“Commercial Space premises admeasuring area upto 1000 sq.ft. (carpet) (+/- 10%) in Mumbai/suburbs of Mumbai to keep records & Almirahs filled with records and access to records on Regular basis”.

The premises offered must have Occupancy Certificate (OC) at the time of submission of bids on the date mentioned in the tender document.

2. Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand Only) should be deposited through RTGS/NEFT to STC's account as per following banking details

STC Account No. 200000550077,
IndusInd Bank, Barakhamba Road, New Delhi-110001,
IFSC Code INDB0000005.

The same is required to be submitted alongwith Technical Bid (Part-1) of the Tenderer. The EMD of the tenderers will be retained till the finalization of premises by STC and hand over of the possession of the premises by successful Tenderer to STC. EMD will be forfeited in case of back-out by successful tenderer. EMD of other tenderers will be refunded after 15 (Fifteen days) after finalization and identification L-1.

3. STC will be within its right to forfeit EMD of a Tenderer if it withdraws its bid within the validity Period whatsoever reason may be.
4. STC will be within its rights to forfeit the EMD if the successful tenderer withdraws its bid within the validity of the period of the Tender or is unable to handover the possession of office premises within the stipulated period.
5. The EMD of unsuccessful Tenderer shall be returned after identification L-1. The EMD shall be returned without any interest by STC and shall remain interest free throughout the process of Tender.

6. The Tenderer to strictly adhere to compliance towards all Govt. taxes / levies from time to time, including any new taxes / levies/ GST.
7. The offer submitted by Tenderer must be Unconditional. In the unlikely situation, deviation if any, should be clearly highlighted.
8. **Tenderer** has to submit scanned copy (in pdf format) fully filled tender form alongwith requisite enclosures along with following documents electronically through e-procurement portal or NIC (www.e-procure.gov.in) failing which the tender is liable to be rejected at sole discretion of STC.
 - a. EMD submission proof's scanned copy
 - b. Documents to be scanned and uploaded

The tenderer should have valid DSC category-3 for participating

9. The tender is a two part tender consisting of Part-I (Technical Bid) and Part - II (Financial Bid).
10. Part –I and part-II financial bid should be strictly as per annexure-I and annexure-II respectively. All tender documents as published on the website should be duly signed and stamped by the Authorised Signatory of the bidder as token of acceptance of Terms and Conditions of the tender.
11. The Tender can be uploaded either by the owner or by its Authorised representative. Authorised Representative of the Prospective Successful Tenderer must be Authorised by the Successful Tenderer Company through Board Resolution and/or Authority Letter in his favour and same should be retained along with self-attested KYC (i.e. PAN Card, Aadhar Card and 2 photographs) of that Authorised Representative and said Authorised Representative will have to produce the letter of authority and/or Board Resolution before opening the Financial Bids Otherwise the tender shall liable to be considered null and void at any stage as per the discretion and decision of STC.
12. The requirement is of commercial premises for keeping office records on Leave and Licence on monthly rental basis and access the records on regular basis with minimal office infrastructure and basic amenities for working of 04 officials. If owner has more than one premise to offer, a separate bid has to be submitted for each of the premises to be given on leave and licence.

If the tenderer is submitted separate bids for each premises separate EMD should deposited for each premises.
13. The premises ready for possession and occupation immediately will be preferred.
14. In case ready to move in property are not available in the tender, premises which can be offered in shortest time after modifications will be considered.

15. No Commission/Brokerage will be paid by STC in this transaction.
16. The tenderer should quote his rates in figures as well as in words. In case of any discrepancy in words and figures the rates quoted in the words will be final.
17. The tenderer shall submit the tender which satisfies each and every condition laid down in the tender documents failing which, the bid will be liable to be rejected.
18. The STC do not bind themselves to accept the lowest or any tender or to give any reasons for their decisions.
19. The STC hereby reserves its right to accept / reject any offer without any reasons thereof at any stage without giving any notice.
20. The tenders submitted shall remain valid for acceptance for a period of 30 days from the date set for opening of the tender. The Tenderer shall not be entitled during the said period of validity to revoke/withdraw or cancel his tender or vary the tender given or any item thereof.
21. The tender shall be received upto 15:00 hours on 08.02.2021 and shall be opened at 15:30 hours on the same day in presence of those tenderers who may be present.
22. The preliminary scrutiny of the tender will be made to determine whether it is complete in all respects, the documents are duly filled and are in order. The tenders with any deficiency will be rejected summarily.
23. The submission of the tender by tenderer implies that he has read the Notice and all other documents and has made himself aware of the scope and the specifications as mentioned in the tender notice.
24. This Notice inviting tender shall form part of the contract document to be signed between STC and the successful tenderer and same shall be binding on both the parties i.e. STC and successful tenderer
25. Tenders received over e-mail or copy of tender shall be summarily rejected. Tenderers have to submit the offers through on line mode only.
26. Tenderers shall strictly comply with the terms and conditions of e-procurement mentioned in NIC www.eprocure.gov.in

27. Procedure of evaluation:-

- a. On receipt of the tenders, part I comprising of the Technical Bid will be evaluated as per the terms of the tender. The premises which are not as per the specified location/parameters indicated in the tender may be summarily rejected.

- b. On evaluation of the part I of the tender, those premises which qualifies as per the specified locations/parameters will be inspected for preliminary shortlisting by a Committee duly constituted by the competent authority of the STC.
- c. The Part II of the tender comprising of the Financial Bid will only be evaluated in respect of only those premises which shall be shortlisted on the basis of inspection report submitted by the Committee.
- d. The owners of such shortlisted offers would be required to get their property documents examined by the Solicitors appointed by STC to the extent that the property could be given on leave and licence on monthly rental basis.
- e. The Property offered by the prospective successful tenderer, if mortgaged to any Bank, Financial Institution, Asset Reconstruction Company (ARCs) against any financial assistance then in that situation, prospective successful tenderer/owner of said premises shall have to arrange NOC from the said Bank, Financial Institution, Asset Reconstruction Company (ARCs) to whom said office premises is mortgaged and same shall be submitted to STC. The NOC shall be continuing till the date of expiry of leave and licence with STC.
- f. Any communication/Notice/Query with respect to the tender must be addressed as the following address :

DEPUTY GENERAL MANAGER,
THE STATE TRADING CORPORATION OF INDIA LTD.
Unit No.1, 2 & 3, A Wing, Ground Floor,
Classique Centre Premises Co-operative Society Ltd.,
26, Mahal Industrial Estate, Opp. SBI,
Off Mahakali Caves Road, Paper Box Road,
Andheri (East), Mumbai – 400 093 INDIA

Email – vmvishvanath@stclimited.co.in, mumbai@stclimited.co.in

28. The Successful Tenderer undertakes that his Company has not been blacklisted and/or banned for participation in Tender by Government of India or by any Government Undertaking and/or Government Department in India. The Successful Tenderer shall further undertakes that in case any such information comes into the knowledge of the STC or found at any stage by the STC then in that event successful tenderer shall be liable to be disqualified or debarred from this Tender and also in all future tenders and also liable for penal actions under relevant laws of India for false undertaking.
29. **Force Majeure:** Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the

event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days.

30. **Cancellation of Contract:** If the Prospective Successful Tenderer after finalization fails to handover the peaceful possession of office premises within the specified time period for reasons other than Force Majeure, the STC shall be entitled at its option to cancel the Tender and/or contract and recover the damages besides forfeiture of EMD. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the Tender and/or contract.
31. **Indemnification:** Without any protests or demur, Prospective successful Tenderer indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/ quality/ weight/purity/markings/ specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of omissions/ negligence/ mistake/ misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The Prospective successful Tenderer shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out of or in connection with this Tender.
32. **Arbitration:** Any dispute or difference in respect of any matter relating to or arising out of the Tender, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.
33. **No Liability/Obligation of Government of India:** It is expressly understood and agreed by and between the Prospective Successful Tenderer and STC that STC is entering into this Tender and/or agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and

foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this Tender and/or Agreement.

34. **Jurisdiction:** If case any dispute arises out of or in connection with the interpretation of this tender Document, the parties shall submit all their disputes to the exclusive jurisdiction of the Courts at Mumbai.

35. **COMPLIANCE REGARDING GOVT. TAXES / LEVIES**

STANDARD TAXES, DUTIES AND LEVIES ETC.:

- a. **Goods and Service Tax (GST):** Please furnish GST registration details (type of registration).
 - i. Supply of goods or services or both covered under this tender shall attract goods and service tax (GST) at applicable rate as amended from time to time. The tenderer should clearly mention GST in addition to the basic cost i.e., CGST + SGST + Compensation cess if any in case of intrastate supplies or IGST + Compensation cess, if any in case of interstate supplies and imports in their price bid along with the rate applicable unless notified as exempted.
 - ii. The tender shall mention in the Invoice, their GST registration Number (GSTIN), 2 digit or 4 digit HSN code (as applicable) along with description of goods as per goods and service tax act, rules and notifications made thereunder for the items listed in the price schedule of the tender.
 - iii. Tenderer should submit GST Invoice for the supplies made to owner as per the provisions of goods and service Act for availing input tax credit by the owner. Further, tenderer shall ensure to file monthly returns along with payment of taxes to the appropriate authority as applicable within the prescribed time as per GST rules made thereunder.
 - iv. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG – 06.
 - v. In case tenderers who opted for composition levy under GST, shall submit a copy of the certificate of provisional registration i.e., GST REG – 25 under GST and the copy of the intimation filed in from GST CMP-01. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG – 06.
 - vi. Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST.
 - vii. The composition tenderer shall submit “Bill of Supply” with the terms mentioned in bill of supply as “composition taxable person, not eligible to collect tax on supplies” for the supplies made by him.
 - viii. At the time of evaluation of offers of the registered tenderer, OWNER will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
 - ix. At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the OWNER shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. For this purpose, the OWNER at their discretion may rely on the tax rates quoted by other tenderer registered under GST. However, OWNER will consider the input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
 - x. In case of overseas supplier, Basic Customs Duty (BCD), Integrated Goods and Service Tax (IGST), Compensation Cess as applicable shall be considered for evaluation. All other charges borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.
 - xi. GST TDS shall be deducted at such percentage as may be prescribed on the goods or services

falls under notified category. This will be deducted from such date as notified by the Government and the OWNER shall issue certificate to the tenderer for claiming credit of the same.

- xii. In case any credit, refund or other benefit is denied or delayed to owner due to any non-compliance by the supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse the loss to owner, including loss of credit, interest and penalty.

b) Statutory variation in Taxes, additional levy and withdrawal of taxes:

- i. Any new taxes or additional levies by the Government and Statutory variations during the tenure of the contract will be to Owner's account and reimbursable by/ refundable to, 'The OWNER', subject to submission of relevant documentary evidence.
- ii. Any reduction in tax rates or withdrawal of taxes that are levied by the Government during the tenure of the contract shall be passed on to the Owner's account.
- iii. However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account.
- iv. However, the amount of taxes and duties, are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.

c) Other GST Compliance related terms:

- i. Tenderer shall issue tax invoice indicating all the specified fields in the Tax Invoice Rules as notified including HSN/SAC codes, GSTIN Number.
- ii. Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest and penalty from Revenue Authorities to the OWNER for failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of Tenderer.
- iii. In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of purchase data submitted by OWNER relying on the invoice received from Tenderer, OWNER is entitled to withhold the GST in the month of receipt.
- iv. Whenever advance against supplies is received by the Tenderer, Tenderer shall issue receipt voucher and pay the applicable GST in the month of receipt.
- v. Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.
- vi. In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall deduct TDS from the tenderer bills and will issue necessary certificate to the tender to claim credit of the same.
- vii. It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules.

d. Anti-profiteering Clause: Any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be passed on to the STC by way of commensurate reduction in prices. In view of the anti-profiteering clause in GST, proper action need to be taken accordingly by tenderer to devise a plan for arriving at the amount of benefit obtained by them on account of GST and consequent reduction in the order value to the extent.

Successor Clause:

This agreement shall be binding upon the parties and their successors, heirs, administrator, permitted assigns etc.

For and on behalf of STC

V. V. Mandavkar
Dy. General Manager (GAD)

PART – I : TECHNICAL BID

Senders Name & address:

Date:

To,

Unit No.1, 2 & 3, A Wing, Ground Floor,
Classique Centre Premises Co-operative Society Ltd.,
26, Mahal Industrial Estate, Opp. SBI,
Off Mahakali Caves Road, Paper Box Road,
Andheri (East), Mumbai – 400 093 INDIA

Dear Sir,

Bid for offering the Commercial Space Premises leave and licence on monthly rental basis.

This offer is with reference to the advertisement released in the press / put up on the websites www.stclimited.co.in or www.eprocure.gov.in with reference to Tender No. STC/MUM/GAD/OP/2020-21/01-B dated 30.01.2021 for taking premises on eave and licence on monthly rental basis.

We understand that :

- a) Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand Only) is to be deposited through RTGS/NEFT to STC's account as per following banking details :

STC Account No. 200000550077,
IndusInd Bank, Barakhamba Road, New Delhi-110001,
IFSC Code INDB0000005.

The same is required to be submitted alongwith Technical Bid (Part-1) of the Tenderer. The EMD of the tenderers will be retained till the finalization and identification of L-1. EMD will be forfeited in case of back-out by successful tenderer.

- b) No brokerage is payable by STC to us or our representative in this transaction.
c) Tenderers Offer must be unconditional. In the unlikely situation, deviation if any, should be clearly highlighted.
d) All payments would be made through RTGS/NEFT in connection with the

leave and licence.

- e) Preference would be given to the premises offered by Public Sector Undertakings/Government Departments and other Government bodies.
- f) Preference would be given to the suitability of location of the premises.
- g) The premises with better amenities like lift, backup power /Generator set etc. would be preferred. Similarly the premises in good locations/societies and better maintained buildings would be preferred to others.
- h) The premises should have minimal infrastructure for storage arrangement for records, 4 work stations, basic amenities & parking space etc.
- i) Quoted rent should include All Taxes, Maintenance charges, cost of stamp duty etc. In other words, the owner has to bear all taxes, maintenance charges, cost of stamp duty & registration charges etc.
- j) Premises should be ready for possession and occupation with all the necessary documents required for giving premises on leave and licence along with No Objection Certificate from concerned authorities and society as far as applicable. The owner has to produce the documents when demanded.
- k) The owners of the short listed offers would be asked to give a certificate to the extent that the property could be given on leave and licence on monthly rental basis for office purpose legally.
- l) The initial term of leave and licence of monthly rental basis is for a period of 2 years with a right to renewal clause for next 1 year on agreed terms and conditions.
- m) STC reserves its right to accept/reject any offer, without assigning any reasons thereof and without giving any notice to this effect.
- n) By submitting this offer the owner has permitted STC or their representatives, with prior appointment, to inspect the property offered as well as property documents and to carry out the measurements, valuations thereof.

The details of the premises offered are as under:

Sr.No.	Description	Details
1	Name of the Owner (In case of Joint ownership, please specify all the names, with whom the agreement would be signed and monthly rental payment would be payable.)	

2.	Address of the Owner	
3.	Contact Details: a) Telephone No. with STD Code b) Mobile No. c) Fax No. d) E mail	
4.	Particulars of Payments a) UTR No & Date b) Name of Bank & Branch. c) Amount in Figures and Words.	
5	PAN No. of the owner/owners GSTN Registration details	
6	Name of the owner of land (or Society) on which building/premises is situated	
7	Address of the premises offered	
8	Floor on which the premises is located	

9	Details of the Building: a) Year of construction b) Total number of floors c) Total number of lifts	
	d) Any other details e) Nearby landmark	
10	Municipal approved plan to be enclosed/provided on demand	
11	Occupation certificate to be enclosed/provided on demand	
12	Area of the premises offered (Sq. ft.) Carpet	
	Other remarks, if any	

A) The amenities to be provided by the owner / landlord are as under (mention the amenities):

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____
- f) _____

B) The offer is open for inspection for a period up to 10 days from the date of opening of the Technical bid.

Place :

Date

Name of the Signatory:

ANNEXURE -2

BOQ (PRICE BID)

1. BOQ (Price Bid) uploaded by STC at the CPP portal (<https://eprocure.gov.in/eprocure/app>) is to be used for submission of price.
2. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and quoted price (all inclusive).
3. At the time of uploading of BOQ bidder, the file name for uploading the BOQ (Price Bid) should remain the same as it was downloaded from the CPP Portal.
4. Leaving an un-filled entry in the Price Bid/ BOQ against any column shall mean as 'zero' cost and the Bid shall be evaluated accordingly.

Screenshot of the BOQ uploaded by STC at CPP

Name of the Bidder/ Bidding Firm / Company:		
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)		
NUMBER #	TEXT #	NUMBER #
Sl. No.	Item Description	Particulars
1	2	13
1	DESCRIPTION	
1.01	Area of the Property (Carpet Area)	
1.02	RATE In Figures (INCLUSIVE OF ALL CHARGES AND TAXES) TO BE ENTERED BY THE BIDDER	

Note:

1. All above items would be as per specification given, and complying with the requirement of tender document.
2. Bidder has to quote the rate above inclusive of all charges and taxes.

