



THE STATE TRADING CORPORATION OF INDIA LTD.

Jawahar Vyapar Bhawan

Tolstoy Marg,

New Delhi - 110001

Sub: Disposal of Fans

E-tender is invited from the prospective bidders by The State Trading Corporation of India Limited, a Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, having registered office at Jawahar Vyapar Bhawan, New Delhi for disposal of Fans on "As is Where is with no complaint basis" against advance payment basis.

Tender documents can be downloaded from STC's website i.e. www.stclimited.co.in and Central Public Procurement Portal (CPPP) i.e. eprocure.gov.in/eprocure/app. The bids shall be submitted as per following details:

Start date and time	15.01.2020 (1900 hrs IST onwards)
Closing date and time	05.02.2021 up to 1200 hrs (IST)
Date & Time of opening the Tender	05.02.2021 at 1230 hrs(IST)

Bidders should read the Tender document carefully before submission of Tender.

For The State Trading Corporation of India Ltd.

Dy. General Manager
General Administration Division
The STC of India Limited
Jawahar Vyapar Bhawan
Tolstoy Marg, New Delhi

Instructions for filling the e-bid

1. Bids are invited via e-bid process for disposal of Fans "As is Where is with no complaint basis" against advance payment.
2. Bids have to be uploaded online only via <https://eprocure.gov.in/eprocure/app> (the e-procurement portal of NIC). Bids received in other form like e-mail/fax/post etc shall be rejected.

3. For submission of e bids, bidders are required to get themselves registered with NIC's central Public Procurement (CPP) portal (<https://eprocure.gov.in/eprocure>) 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) (exemption certificate from MSME) need to be uploaded during the e-bid submission and it should tally with the amount received as requirement, otherwise, the bid is liable to get rejected.
5. Bidders are advised in their own interest to upload the online bids well before the bid document submission Closing date and time (as per server system clock of CPP). STC shall not be responsible for any delay or the difficulties encountered by the bidder during submission of bids at the eleventh hour on account of any technical or other issues.
6. For any queries relating to the process of online bid submission or queries relating to Procurement Portal (<https://eprocure.gov.in>), the bidders may contact CPP Portal Helpdesk on Tel No's 0120-4001-002, 4001-005, 6277-787 and email ID support-eproc@nic.in.
7. Bidders may regularly visit STC website for any information / clarification / addendum / corrigendum etc. related to this bid, processing of bids received, award of job, pre bid meet decisions etc. STC shall not be liable to send any information individually or publish a public notice for any further information regarding this bid in newspapers.
8. Portal for Online Submission is <https://eprocure.gov.in/eprocure/app>
9. STC may ask the bidders to submit any or all the documents in original or any additional information as part of their online bid anytime during the bid process.
10. 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.
11. Bidder has to satisfy STC for ensuring sufficiency of documents necessary for Tender evaluation at his cost if so desired by STC
12. The bid document available on e- procurement portal shall be taken as final. STC reserves its right to ask for more document as "Clarification/supporting" only for verification of the uploaded documents. Decision of STC will be final and binding in this regard

Scope of Work

- Incur all labour, materials, tools, equipment, transport, supervision, etc as required to remove/lift/transport Fans from 4th Floor Annexe of Jawahar Vyapar Bhawan, 1 Tolstoy Marg as identified by STC on "As is Where is with no complaint basis" against advance payment.

Terms and Conditions

1. **Items:** Various Fans as mentioned in Annexure-I, on “As is Where is with no complaint basis” against advance payment.
2. **Inspection of Items:** The interested bidders may inspect the items for disposal as available at The STC of India Limited, JVB, New Delhi before participating in the online bid.

For inspection of the items, following officials of STC may be contacted between 11 AM to 4 PM on all working days till 12.00 hrs IST of 03.02.2021.

- a) Shri Mahesh Pawan, AM (Mobile : 9818080934)
- b) Shri Rajesh, MM (Mobile: 9871233042)

3. **Delivery:** Ex-Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi as per following modus operandi :

- i. Successful bidder shall arrange for removal of the Fans without damaging the electrical wirings, cement plaster, glazing, stone cladding and permanent structure of the building.
- ii. Shifting of the items from 4th Floor Annexe, STC, JVB are to be made through staircase only.
- iii. The total time period for the work would be 7 (seven) days from the date of issuance of Letter of Award (LOA). The successful bidder responsible for lifting the entire quantity within 7 (seven) days of issuance of LOA. Otherwise the deposit along with security deposit would be forfeited.
- iv. Loading and Transportation charges shall be borne by the successful bidder.
- v. The successful bidder shall arrange sufficient manpower and pay lifting/loading/any other labour related charges and other expenses directly.
- vi. All items shall be delivered on “As is where is with no complaint basis” against advance payment.
- vii. Delivery Challan shall be issued by STC accordingly.

4. **Validity:** Bids must remain valid for 30 days from the date of opening of price bid and STC reserves the right to extend the validity by another 30 days and thereafter mutual negotiation.

5. **Price:** Price (INR) to be quoted in Lump Sum inclusive of all applicable taxes as per Bid Format/ BOQ at Annexure-II. The bidder has to quote for the entire quantity and offer for part quantity will not be considered and rejected.

6. Earnest Money Deposit (EMD) / Security Deposit (SD)

- i) The EMD of Rs. 5,000/- (Rupees Five Thousand only) is to be submitted in the form of DemandDraft / Banker's Cheque favouring The STC of India Limited, payable at New Delhi or can be transferred online to STC's Account

No. 200000550077, Indusind Bank, Barakhamba Road, New Delhi-110001, IFSC Code INDB0000005. MSME are exempted from submitting EMD.

ii) EMD of unsuccessful bidder shall be refunded within 15 (Fifteen) working days from the date of Sale Order is issued to successful bidder.

iii) No interest on EMD amount is applicable.

iv) For successful bidder, EMD amount shall be kept as Security Deposit. In case MSME vendor is successful bidder, he has to deposit Security Deposit of Rs. 5,000/- (Rupees FiveThousand only) through online mode. The EMD/Security deposit shall be refunded after seven days of completion of work in all respect. No interest on security deposit is applicable. If the successful bidder fails to initiate the work or lift materials as per the Tender terms and conditions, the Security deposit shall be forfeited by STC.

7. Mode of Payment

i) The successful bidder (H-1) shall deposit 100% amount of value (for the items as per Annexure-I) through online to STC's Account No: 200000550077, Indusind Bank, Barakhamba Road Branch, New Delhi, IFSC Code: INDB0000005 within 3 (three) days from the date of award of work.

ii) Successful bidder (H-1) shall lift the items within 7 (seven) days from the date of issuance of LOA after depositing the full payment with STC. Also, all the costs and means required to remove the material and debris from STC's premises shall be borne by the bidder (Labour/ Transportation charges, etc.)

iii) Applicable GST, TCS and other taxes/ statutory levies, if any, shall be borne by the successful bidder.

8. Title and Risk: STC shall retain the title and ownership of the material until issuance of Delivery Order/ Challan upon receipt of the final amount from the successful bidder.

9. Award of Contract: STC shall award the contract to the successful bidder with highest quote (H1). In exceptional circumstances, in case the H1 bidder fails to undertake the work as per the tender terms, STC will reserve the right to award the work to H2 bidder provided H2 bidder matches to quote of H1 and the EMD/Security Deposit(SD) of H1 bidder shall stand forfeited. Similarly, if H2 bidder fails to match H1 bid then STC will exercise the option to ask H3 bidder to match H1 bid.

10. Submission of Bid: The bidder(s) shall submit their online offer along with the following documents:

- a. Signed and stamped Tender documents.
- b. PAN card.

- c. GST registration certificate.
- d. EMD (UTR of Online deposit) or MSME Certificate, if any.
- e. Undertaking for non-blacklisting as per prescribed pro-forma (Annexure-III)

Note: Incomplete offer shall be rejected.

11. General Conditions

- i) Bidders have to bid for the all the items mentioned at Annexure-I in entirety and part bid would be summarily rejected.
- ii) In the event of non-execution or non-lifting of entire items by the successful bidder, STC reserves the right to sell the material to H2 bidder and so on, as per Clause-9.
- iii) STC reserves the right to accept or reject any or all offers or to re-tender at STC's sole discretion without assigning any reasons.
- iv) The Bidder/ Successful bidder will be fully responsible for any injury or accident to any person(s) employed by him during the execution of the work or to the employees and, for any damage/loss caused to any structure or any part of the property due to the negligence/default on the part of the Bidder/ Successful bidder, the Bidder/Successful bidder would be wholly liable to make good/repair the same at his own cost and expenses.
- v) During execution of the works the entire premises have to be kept clean and free from any obstructions and all the debris/ surplus materials shall be removed from the work site as soon as works are completed. In case of any failure by the successful bidder on its part, the work shall be rescinded by STC at the risk and cost of successful bidder and the security deposit shall be forfeited.
- vi) The successful bidder during the operation would exercise all measures/ safeguards/precautions, etc to ensure safety and security of officials and occupants of the office building i.e. Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi.
- vii) Any offer other than online submission through CPP portal would not be accepted.
- viii) STC reserved its discretion to ask for additional information from the bidder(s) in view of proper evaluation of the bids.
- ix) The Tender document including the terms & conditions are to be signed as a token of acceptance and the signed copy of the same to be submitted along with bid document.
- x) Any corrigendum/amendment to the Tender will be issued on STC's website.
- xi) Mere participation in e-Tender does not guarantee awarding of works.
- xii) Terminated/ Debarred/ Blacklisted bidders by any Govt./Quasi-Govt/Private Entity/PSUs/MNCs etc. are not allowed to participate in this tender. If the bidder deliberately gives wrong information in his bid, the bid is liable to be rejected at any stage and the Security Deposit and/or EMD/dues from STC shall be forfeited. In this regard the Bidder has to submit a self-attested Undertaking as per attached Pro-forma at Annexure-III.

xiii) Conditional bids shall be liable to be rejected and STC's decision in this regard shall be final and binding.

xiv) The successful bidder shall acquaint himself with the site conditions. All material shall be transported from the respective floors to Ground Floor by using staircase. However, the successful bidder has to ensure that there are no damages made to the staircase; failing which, recovery of the damages will be made from their security deposit.

xv) The successful bidder has to ensure about fire safety during the execution of work. Therefore, the successful bidder shall be required to suitably instruct the labourers deployed at site for the purpose to restrict them from using any inflammable material as well as using tobacco, cigarette, match box etc. If any miss-happening is noticed, consequences thereof shall be at the risk and cost of successful bidder including STC's right to impose damages penalty and forfeited of security deposit.

xvi) All the unsuccessful bidders shall have no contractual relations with STC in any manner and shall only be an interested party acting as terms of this Tender.

xviii) No claim of quality and quantity to be entertained by STC as the dismantling and disposal process is under 'As is where is with no complaint basis'.

xix) The tender is subject to policies of STC issued from time to time.

xx) The successful bidder (H1) shall not sublet, transfer or assign the work or any part thereof, accruing there from or under the contract.

xxi) During the entire activity of dismantling/lifting/removal of items all the norms of COVID- 19 must be followed by the bidder.

xxii) Mere participation in the Tender does not guarantee award of work.

xxiii) The successful bidder to comply with all relevant statutory, local and central rules and regulations.

12. Cancellation of Contract: If the successful bidder(s) fail to fulfil their contractual obligations for reasons other than Force Majeure, STC shall be entitled at their option to cancel the contract and recover the damages. STC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

13. Holiday-Listing: Notwithstanding anything contained in this Notice inviting Quotation, STC's policy for Holiday- Listing of an Bidder/ Successful bidder mutatis mutandis applies to this Notice inviting Quotation and in the event, the Bidder/ Successful bidder(s) while discharging its obligations under the contract or otherwise, come(s) within the ambit of the said policy, STC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the Bidder/ Successful bidder(s) in accordance with the policy in force.

14. Force Majeure: Should any of the force majeure circumstances namely act of god, national calamity, fire, government of India policy, restrictions, strikes or lock outs by workmen, war, military operations of any nature and blockades

preventing STC/ successful bidders from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended as these circumstances prevail, provided that in the event of these circumstances continuing for more than 15 (fifteen) days either party shall have the right to refuse fulfil its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance of the contract. A certificate issued by the respective statutory authorities shall be sufficient proof of existence and duration of such circumstances or if no authority is applicable then STC.

15. Dispute Resolution: All dispute or differences whatsoever arising between the parties out of or relating to the subject work, final decision decided by Electrical/Civil Engineers of STC shall be binding on the Bidder/ Successful bidder. In case of non-acceptance of the decision of STC by the Bidder/Successful bidder, the applicant(s)/Bidder/ Successful bidder shall agree that the courts and tribunals at New Delhi, shall have exclusive jurisdiction to settle any or all disputes, which may arise out of or in connection with this Notice inviting Quotation. All disputes, arising out of this Notice inviting Quotation shall be decided in accordance with the Laws of India.

16. Indemnity:

- i) The Bidder will indemnify STC of all legal /other obligation of its own and its professional employee utilized for STC work.
- ii) STC also stands absolved of any liability on account of factual or breach of trust caused by the selected bidder or its employees utilized for the performance of work and also for any damages or compensation due to any dispute between the bidder and its employee.
- iii) STC shall also be indemnified from any act or any fraud concealment causing thereby damages or any legal proceeding against STC by any third party or bidder's employees.
- iv) The bidder also undertakes to keep STC harmless and indemnified, from any loss or costs resultant from any decree obtained against the Bidder having tendency to be enforced against the STC. Also the STC shall be indemnified, from any consequential act taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for and on behalf of bidder, to the extent of cost /legal expenses/interest imposed upon.
- v) The bidder hereby also indemnifies STC for any loss or expenses or any dispute which arises due to breach of any of the term and conditions specified in the Tender.

All the indemnifications shall be to the fullest and as per satisfaction of the STC.

Dy. General Manager

ANNEXURE – I

1. List of Fans at STC Corporate office, JVB, Tolstoy Marg

S.No.	Type	Qty.
1	Wall Fans	67
2	Pedestal Fans	3
	Total	70

Note : The disposal is on As is where is basis against advance payment. The above material is lying at 4th Floor Annexe at STC, JVB Building.

Price Bid / B.O.Q. (Inclusive of Taxes)

Procedure for online filling of Price Bid:

1. BOQ (Price Bid) uploaded by STC at the CPP portal (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.

<p>Validate Print Help Online Rate BoQ</p>			
<p>Tender Inviting Authority: THE STATE TRADING CORPORATION OF INDIA LIMITED, NEW DELHI</p>			
<p>Name of Work: DISPOSAL OF FANS(WALL FANS - 67 AND PEDESTRAL FANS - 3) ON AS IS WHERE IS BASIS</p>			
<p>Contract No: STC/CO/BLD-E/01134/2021</p>			
<p>Name of the Bidder/ Bidding Firm / Company :</p>			
<p style="text-align: center;">PRICE SCHEDULE</p> <p style="text-align: center;">(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)</p>			
NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	QUOTED RATE INCLUSIVE OF ALL CHARGES AND TAXES IN IN FIGURES TO BE ENTERED BY THE BIDDER in Rs. P	TOTAL AMOUNT In Words
1	2	13	55
1	DESCRIPTION		
1.01	DISPOSAL OF FANS(WALL FANS - 67 AND PEDESTRAL FANS - 3) ON AS IS WHERE IS BASIS		INR Zero Only
			Rate Entry Please enter Basic Rate in

DECLARATION:

1. We have read and acquainted ourselves with the terms and Conditions of sale. We unconditionally agree to the terms conditions, and have submitted this offer accordingly.
2. We have read and understood the latest Government Guidelines applicable for disposal to the fullest extent and will be abided by the same. STC has no liability in case the said guidelines are breached or not followed by us.
3. In the absence of a formal contract, this bid together with your written acceptance thereof in your notification of the award of the tender shall constitute a binding agreement between us.
4. We understand that you are not bound to accept the highest or any bid you may receive.
5. Tender document duly signed and stamped in each page as token of acceptance is enclosed

UNDERTAKING BY THE BIDDER

This is to certify that we M/s _____ under submission of this offer, confirm that:

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the bid evaluation criteria.
2. We do not have records of poor performance such as abandoning the work, not properly completing the contract, work incompleteness, fail to comply statutory compliance related to any contract, inordinate delays in completion, litigation history with STC or financial failure etc.
3. Our business has never been banned/ Black listed by any Central/State Govt. Department/Public Sector Undertaking or Enterprises of Central/State Govt. during last 3 (three) years preceding the date of bid submission.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We have not submitted any fraudulent document/information either in present or past bids 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.
7. The bid submitted by us is in conformity with the terms & conditions of Notice Inviting Tender and there is no deviation from the NIT.

Signature _____

Name _____

Seal & Stamp of the Bidder /Authorized Signatory _____