



**THE STATE TRADING CORPORATION OF
INDIA LTD.**

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001
(A Govt. of India Enterprise)

File No: STC/CO/GAD/DISMANTL/01072/2021

Date: 08/09/2021

NOTICE INVITING TENDER (E-Tender)

Sub: E-Tender for dismantling of 4th Floor (Annexe), 5th floor (Main), 7th floor (Annexe) and 23rd Floor (portion in STC possession) wooden full partition, half partition, fixture and fitting etc. at STC Building, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi on 'As is where is basis' against advance payment on no complaint basis.

E-Tender is invited from the prospective bidders by The State Trading Corporation of India Limited (STC), A Govt. of India Enterprise having registered office at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi for the subject work. Tender documents can be downloaded from STC's website i.e. www.stclimited.co.in and Central Public Procurement (CPP) Portal i.e. eprocure.gov.in/eprocure/app. The bids shall be submitted online as per following details:

Closing date and time of Submission of Bids	20/09/2021 (up to 12:00 Hrs IST)
Date and time of opening of Bids submitted	20/09/2021 (up to 12:30 Hrs IST)

Prospective Bidders are advised to read the Tender document carefully and also inspect the **4th Floor (Annexe), 5th floor (Main), 7th floor (Annexe) and 23rd Floor (portion in STC possession)** at Jawahar Vyapar Bhawan (JVB), 1, Tolstoy Marg, New Delhi before submission of the online bids.

For The State Trading Corporation of India Ltd.

Dr. Jagdish Prasad
CHIEF MANAGER
General Administration Division
The STC of India
Ltd, Jawahar Vyapar
Bhawan, 1, Tolstoy
Marg, New Delhi

E-Tender for dismantling of wooden full partition, half partition, fixture and fitting etc. at below mention floors of STC Building, Jawahar Vyapar Bhawan (JVB), 1, Tolstoy Marg, New Delhi on 'As is where is basis' against advance payment on no complaint basis:-

- a. 4th Floor (Annexe).
- b. 5th floor (Main).
- c. 7th floor (Annexe) and
- d. 23rd Floor (portion in STC possession)

N.B.: Dismantling of the above items in above mentioned floors need to be done without damaging the electrical lights/wirings, cement plaster, glazing, stone cladding and permanent structure of the building, etc.

INSTRUCTIONS FOR SUBMISSION OF THE E-BID:

1. Bids are invited via e-bid process for disposal of items after necessary dismantling of items.
2. Bids have to be uploaded online only via <https://eprocure.gov.in/eprocure/app> i.e. the e- procurement portal of NIC. No bids shall be accepted in hard copy or any other form.
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/app>) using 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. 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.
5. 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 numbers and email ID support-eproc@nic.in.
6. Bidders may regularly visit STC website/CPPP 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.
7. Portal for Online Submission is <https://eprocure.gov.in/eprocure/app>.
8. 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.
9. 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.

10. Bidder has to satisfy STC for ensuring sufficiency of documents necessary for Tender evaluation at his cost if so desired by STC.
11. 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.

TERMS AND CONDITIONS:

1. Items: Dismantling of 4th Floor (Annexe), 5th floor (Main), 7th floor (Annexe) and 23rd Floor (portion in STC possession) wooden full partition, half partition, fixture and fitting etc. at STC Building, Jawahar yapar Bhawan (JVB), 1, Tolstoy Marg, New Delhi on ‘As is where is basis’ against advance payment on no complaint basis.
2. **Inspection of Floor/Items:** The interested bidders may inspect the floor/items for dismantling and disposal as available at 4th Floor (Annexe), 5th floor (Main), 7th floor (Annexe) and 23rd Floor (portion in STC possession) 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 11AM to 4PM on all working days till 14.09.2021, 13.00 hrs.

- (a) Dr. Jagdish Prasad, Chief Manager (GAD), Contact No. 9991135625.
- (b) Shri Rajiv Meena, Manager (Admin), Contact No. -7898920025.
- (c) Shri Mahesh Pawan AM (Admin), Contact No.-8851756072.

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

- i) Successful bidder shall arrange for dismantling of wooden partition, cubicles, conference table, etc without damaging the electrical wirings, cement plaster, glazing, stone cladding and permanent structure of the building.
- ii) Shifting of the items/ materials from **4th Floor (Annexe), 5th floor (Main), 7th Floor (Annexe) and 23rd Floor (portion in STC possession)** to the ground floor/ basement are to be made through staircase only.
- iii) The total time period for the work including dismantling/lifting/removal of debris would be 10 (ten) days (including holidays) from the date of issuance of Letter of Award (LOA). For the delayed execution, liquidated damage @ 1% per week on total contract value shall be charged/ recovered from the security deposit.
- 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 including removal of debris, etc directly.
- vi) All Items shall be delivered on “As is where is basis” against advance payment on no complaint basis.
- 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 thereafter for 30 days with STC’s opinion.

5. Price: Price (INR) to be quoted in Lump Sum inclusive of all applicable taxes/GST etc. as per Bid Format/ BOQ at **Annexure-II**.

6. Earnest Money Deposit (EMD)

1. An interest free EMD of Rs.20000/- (Rs. Twenty Thousand only) is required to be furnished online in STC's bank account. This EMD shall be returned to the unsuccessful bidder after satisfactory completion of the job.
2. No interest upon return of EMD shall be paid by STC irrespective of the date of return.
3. EMD to be deposited in company's account as per detail given below:

Name of the Account Holder: The STC of India Ltd.

Name of the Bank: **State Bank of India**

Branch : **Overseas Branch, New Delhi**

Account Number: **40302127653**

IFSC Code: **SBIN0004803**

4. Bids received without EMD, if applicable shall be rejected.
5. Preferential purchase Policy 2012 will be followed and accordingly, bidders who are registered with MSME/NSIC/Khadi Bhandar will be exempted from depositing EMD and Tender Fee.

7. Security Deposit

- The successful bidder will have to deposit Security deposit of Rs.20,000/- online on the account mention below within 3 days from the date of letter of award through online method in the account mentioned in this document. EMD will be kept as security deposit for successful bidder. EMD will be returned to the unsuccessful bidders on their request.
- In case successful bidder is exempted to deposit the EMD, the bidder has to deposit Security Deposit of Rs. 20,000/- 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 after depositing the security deposit within 03 days fails to dismantle/lift the complete material within next 10 days then the security deposit shall be forfeited by STC.

8. **Mode of Payment :**

- i) The successful bidder (H-1) shall deposit 100% amount of value (for the items on floor) through online to **Account No: 40302127653, State Bank of India, Overseas Branch, New Delhi, IFSC Code: SBIN0004803, Name – The STC of India Ltd.,** within 3 (three) days from the date of award of work.

ii) Successful bidder (H-1) shall dismantle and lift the materials within 10 (ten) days from the date of award of work/ 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, TDS and other taxes/ statutory levies, if any, shall be borne by the successful bidder.

9. 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.

10. 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 commence the work at site 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 Security deposit 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.

11. 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. Undertaking for non-blacklisting as per prescribed proforma.
- e. Proof of payment of EMD or MSME/NSIC registration certificate etc.

Note: Incomplete offer shall be rejected.

12. General Conditions:

- i) Bidders have to bid for the dismantling work for all the items/floors mentioned (all floors) 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-8.
- 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 reserves 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 and CPP portal.
- xi) Mere participation in e-Tender does not guarantee awarding of works.
- xii) Terminated/ Debarred/ Blacklisted bidders by any Govt./Quassi-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 shall be forfeited. In this regard the Bidder has to submit a self-attested **Undertaking** as per attached Pro-forma at **Annexure-I**.
- 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) Timing of operation/ execution of work shall be restricted upto 7.00 PM. Therefore, work will be carried out from 9.30 AM and maximum up to 7.00 PM. However, while transporting the material from respective floors to Ground floor through stairs, the same shall be allowed from 9.30 AM to 7.00 PM on working days and from (08.00 AM to 7.00 PM) on holidays/ Sunday.

xvii) 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 basis' with no complaint.

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 therefrom or under the contract.

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

13. Cancellation of Contract: If the successful bidder(s) fail to fulfill 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.

14. Holiday-Listing:

Notwithstanding anything contained in this Notice inviting Quotation, STC's policy for Holiday- Listing of a 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 inforce.

15. 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 contact 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 fulfill 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.

16. 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.

17. 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.

CHIEF MANAGER

UNDERTAKING BY THE BIDDER

(Pro-forma for submission of past contractual performance/ declaration 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 Security Deposit and/or debarment 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 _____

PRICE BID/ B.O.Q. (Inclusive of Taxes)

Procedure for online submission 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. (BOQ screen shot to be modified prior to tender floating)

NUMBER	TEXT	NUMBER	TEXT	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
1	DESCRIPTION	4	5	13	55
1.01	Price (including GST/all taxes) for dismantling of 4th Floor (Annexe), 5th floor (Main), 7th floor (Annexe) and 23rd Floor (portion in STC possession) wooden full partition, half partition, fixture and fitting etc. at STC Building, Jawahar vgapar Bhawan, New delhi on 'As is where is basis' against advance payment on no complaint basis	1.000	Nos		INR Zero Only
Total in Figures					INR Zero Only
Quoted Rate in Words					INR Zero Only

Declaration: We have carefully gone through the terms & conditions of the Tender document and hereby agree to abide by the same for the fulfillment of the contract.

(Signature of Bidder/Authorized Signatory with date, seal & stamp).