



THE STATE TRADING CORPORATION OF INDIA LTD.:NEW DELHI
JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG, NEW DELHI
(A GOVT. OF INDIA ENTERPRISES)

Ground Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001.

Telephone: 011-23462400,011-23462055, Fax: 011-23701123

E-Tender Notice

STC/CO/GAD/BLD/01279/2022

Dt. 15.03.2023

Name of work: Construction of part boundary wall of brick work and finishing with Red/ Pink sand stone as per existing pattern , Jawahar Vyapar Bhawan, New Delhi.

STC invites online bids (E-Tender) under two bid system (Technical & Financial) from the contractors who have executed similar type of works including Building, sanitary & plumbing works in Govt. and or PSE's Semi-Govt. departments. Documents from clients to be attached. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year (2019-20, 2020-21 & 2021-22), should be at least 30% of the estimated cost. For which last three years audited balance sheet must be submitted.

- 1.** The works carried out by the intended tenderer should not be less than **Rs. 3.90 lakhs per annum in single award or having two similar works not less than Rs. 2.44 lakhs each or three similar works not less than Rs. 1.95 lakhs each per annum during the last preceding seven years on or before 28.02.2023.** The party must be in the above service during the last 7 years and should have all mandatory license/Registration Certificates issued by Govt. to carry out such works.

The agencies/parties interested in responding to this e-Tender Notice must submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids must be submitted on or **before 11.00 AM on 06.04.2023** If tender opening date is holiday, then next working day shall be consider as Technical Bid Opening date.

Financial bids for only those Bidders will be opened who are declared qualified in technical evaluation. The date and time for opening of financial bids shall be separately notified on NIC's e-Procurement Portal (eprocure.gov.in). STC may seek any further clarifications or documents, if required. Copies of all documents to prove above duly signed & stamped should be scanned and sent as part of the Technical Bid. Original may be made to verify the same available as & when STC requires.

All details of E-Tender Notice are available on websites: www.stclimited.co.in, and www.eprocure.gov.in/eprocure/app. Any changes/ modifications/ corrigendum in connection with this E-Tender will be intimated through these websites. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated.

2. Electronic Submission of Bids

- i. Bids against this E-Tender Notice shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). No bids shall be accepted in hard copy or in any other form.
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. All Bidders are requested to furnish an EMD of **Rs. 10,000/- (Rupee ten thousand only)** by way of digital/online mode only.

The Bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company Letter head).
- Copy of PAN No., TIN No., GST No.
- Scanned copy of as proof of payment made towards Earnest Money Deposit of **Rs. 10,000/-** as mentioned in Technical Bid.
- Financial Bid (prepared on Company Letter head) as per STC's Annexure.
- The documents submitted off line shall not be considered.
- Copy of all mandatory licenses/Registration Certificates issued by Govt. to carry out the works required in STC's tender documents.

For any queries relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel No's.:1800-3070-2232, 91-7878007972 and 91-7878007973.

3. Tender Participation Fee and Earnest Money Deposit (EMD)

(a) Interest-free Earnest Money Deposit of **Rs. 10,000/-** . Both to be deposited only through online mode as per details given hereunder:-

Name of the bank : State Bank of India, Overseas Branch, JVB, 7th,8th and 9th floor, 1- Tolstoy Marg,New Delhi 110001.

Name of the beneficiary: The State Trading Corporation of India Ltd., New Delhi -110 001.

Account NO. : 40302127653

IFSC : SBIN0004803

(b) The EMD and tender participation fee shall not be accepted in any other form except online mode.

(c) The Bidders who are covered under MSME/registered with NSIC are exempted from submitting the EMD. However, in place of EMD the Bidder will have to submit Registration/Exemption certificate. All in non-judicial stamp paper value of Rs. 100/- to the satisfaction of STC, undertaking to complete the works assigned and to fulfill the terms of and conditions of tender documents/Work Order.

(d) Bids for which EMD is not received (other than the exempted cases) in the prescribed manner shall be rejected summarily.

(e) STC shall not be responsible for non-receipt of the EMD and tender participation fee, due to any reason whatsoever.

(f) EMD shall not carry any interest. EMD of unsuccessful Bidders shall be returned after Award of Contract to the Successful Bidder.

4. Bid Details

Bidders are required to furnish their offer including all taxes etc. strictly in the prescribed format of Financial Bid. Rates should be firm and no escalation will be

allowed during the currency of contract. The Preferential Purchase Policy 2012 issued by Govt. Of India for the bidders registered with MSME/SME/NSIC will be followed. Such bidders need to ensure that MSME/NSIC/SME Registration Certificate to be uploaded if the bidders wants to avail Preferential Purchase Policy 2012.

6. Scope of Work

Construction of damaged compound/ boundary wall of brick work and finishing with Red/ Pink sand stone as per existing pattern at STC, Jawahar Vyapar Bhawan, New Delhi, and as per the specification mentioned in the Schedule of Quantity (PART-B: FINANCIAL BID).

7. General Condition

- (i) STC, reserves the right to accept, cancel or reject any or all the bids/tenders without assigning any reasons thereof. No Bidder/Applicant shall have any cause of action/claim against STC for rejection of his proposal.
- (ii) Each and every page of tender document must be duly signed and stamped by the Bidder as a token of his/their acceptance of the Terms & Conditions mentioned in the Tender Documents, failing which the bids shall be liable for rejection.
- (iii) The Bidders are advised to inspect the site and satisfy themselves of site conditions before submitting their tenders. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.
- (iv) The rates quoted in the tender should be firm and for all heights and levels except where it has been mentioned specifically. The rates shall be inclusive of all charges of materials, scaffolding, tools and plants, labour and fluctuations in the market rates, GST, excise duty, octroi, other taxes/duties etc., and any other payments.
- (v) The bidder should quote their rates for all the items mentioned in the Part "B" i.e. Financial Bid. Further the lowest bidder i.e. L-1 will be considered on the basis of total amount worked out/put in the tender, to undertake the work.

- (vi) Quantities mentioned in the schedule are approximate and subject to change. No compensation will be paid on account of variation in quantity of any item of work. Payment shall be made on actual executed quantity. No escalation on any account shall be paid on the quoted rates during the period of contract and also during the duly sanctioned extension of time, if any.
- (vii) The contractor shall acquaint himself with the site conditions and make his own arrangements for storage of materials at site. No material shall be supplied by STC.
- (viii) The quantity and quality of materials to be used shall be got approved from the Engineer Incharge, STC before execution of work. The contractor will rectify the pointed out the defects within the time period given by Engineer Incharge, STC and shall remove from the site all the rejected materials immediately.
- (ix) The contractor will be fully responsible for any injury or accident to any person(s) employed by him during the execution of work or to the residents 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 contractor, the Contractor would be wholly liable to make good/repair the same at his own cost and expenses.
- (x) The contractor, at his own cost, shall obtain Third Party Insurance Policy & Workmen Compensation Policy in joint name of STC Of India Ltd. and contractor, with STC's name appearing first for the appropriate value, which shall remain valid till the completion of work.
- (xi) TDS, GST (Goods & Service Tax) and all other charges as applicable thereon will be deducted from the running account bills/final bill as per prevailing rates.
- (xii) The rates quoted by the Bidder shall be valid for STC's acceptance for a period of **75 days** from the date of opening of the tender i.e. Technical Bid.
- (xiii) The Bidder should not arrange witness while entering in to an agreement with STC from a person who has tendered for the same work.
- (xiv) The Bidder shall not assign, delegate or otherwise part with the work or any portion of the work to other contractor, without prior written approval of STC.

- (xv) No condition/deviation which is either additional or in modification of tender conditions shall be included in the bid submitted by the Bidder. If the offer contains any such condition or deviation from the tender conditions then the said bid shall liable to be rejected. STC's decision in this regard shall be final and binding.
- (xvi) In the event of the tender being submitted by a partnership firm, Memorandum of Association, certificate of incorporation and board resolution is necessary. In case of partnership firm registered deed of partnership is necessary.
- (xvii) The Bidder shall comply with all the required statutory provision/regulations e.g. Payment of Wages Act, Minimum Wages Act, Apprentice Act, Workmen's Compensation Act, Contractor's Labour (Regulation & Abolition) Act, Industrial Disputes Act, Maternity Benefit Act, etc. or any other laws relating thereto and the rules made there under from time to time and the rates made there under from time to time and also as per safety regulations at their own cost & risk. If any claim, on account of non-compliance of the above laws by the Bidder/party/successful bidder arises against the STC, the Bidder/party/successful bidder shall indemnify STC and its officials. STC shall have the right to deduct from the amount due to the Bidder/party or any sum required for making good the loss suffered by a worker/workers or employees.
- (xviii) The work shall not be considered as complete until the Engineer In-charge, STC issues certificate in writing that the same has been completed. Defect liability period shall commence from the date of issue of such certificate. Completion certificate will not be issued until the contractor clears the site of all malba, scaffolding, surplus materials and huts etc. and remove all dirt and dust from the site.

This E- Tender Notice shall form a part of the agreement.

8. Other Terms and Conditions

- (a) The work will be executed strictly as per specifications mentioned in the Schedule of Quantity and to the entire satisfaction of the Engineer In-charge, STC and time period of completion of entire work will be **30 days** to be reckoned from the 7th day of the date of award of work from the STC to the successful Bidder/Awardee to commence the work.

The Awardee, before commencing the work, shall prepare a detailed work programme and submit the same to STC within 7 working days from the date of award of work, which will be approved by STC.

In case, the successful party/bidder/awardee does not commence the work by stipulated date in terms of Award Letter, STC shall without prejudice to any other right/remedy, be at liberty to forfeit the said EMD and Performance Bank Guarantee, absolutely in addition to recovery of other damages/losses caused to STC on this account. The party shall also be Black Listed for participation in all subsequent tenders and informed to all PSU's and other authorities concerned.

(b) **SECURITY DEPOSIT**

Security Deposit @ **10%** will be deducted from the bills of contractor/awardee including member of MSME/NSIC and no interest will be paid on the above amount.

- (i) The Earnest Money Deposited by the successful bidder shall be adjusted against the Security Deposit.
 - (ii) The security deposit shall be refunded without interest by STC after expiry of Defect Liability Period i.e. **12 month** from the date of completion of the work and after due certification by Engineer In-charge, STC that no defects have been noticed in the work.
- (c) If the Contractor/Awardee desires an **extension of time** of completion of the work on the grounds of unavoidable hindrance in its execution or any other ground, he shall forthwith give written notice of cause of delay to the Engineer-In-Charge, STC about the hindrance on account of which he desires such extension as aforesaid and the Head of Department (BPMD), STC shall authorize such extension of time as may in his opinion be necessary and proper. No application for extension of time shall be considered by STC under this clause unless it is made by the contractor before scheduled date of completion of work.
- (d) If the contractor/Awardee (including member of MSME/NSIC) fails to complete the work in time including approved extended time period of completion, penalty/liquidated damages for non-completion of the work @ **1%** of the contract value for each day of delay including holidays till completion of work, subject to maximum of **10%** of the contract value of work shall be recovered. The decision of STC in this regard, shall be final and binding on the contractor.
- (e) STC may at its discretion, change or alter any specifications or design during the course of execution of the work and the contractor shall have no objection to the same.
- (f) The Contractor/Awardee (including member of MSME/NSIC) shall execute an agreement on non-judicial stamp paper of Rs. 100/- with- in one week's time from the date of issue of award work as per approved Performa. The cost of stamp paper

shall be borne by the party. This notice of tender shall form a part of the agreement.

- (g) All payments to the contractor shall be released by STC on the basis of work and amount certified by Engineer Incharge, STC.
- (h) The contractor/Awardee shall submit the running/final bills in duplicate, giving complete description of items of work done strictly as per Schedule of Quantity.
- (i) **The rates quoted shall be inclusive of all the taxes**, for all tools & plants and everything necessary for proper execution of work to the entire satisfaction of STC and no escalation due to increase in price of materials/ labour shall be made during the agreement including extended period.
- (j) The Contractor shall without any protest or demur, shall always keep STC fully indemnified and shall hold STC harmless against any accident, claims, liability, proceedings etc. by any party including but not limited to damages, compensation, penalties, taxes or other cost and expenses etc. of whatsoever nature arising out of or in relation to any act or omission/ negligence/ mistake/ misconduct/breach or default or non-fulfillment of the terms and conditions of the Tender Documents and agreement. The contractor is bound to take all such necessary precautions for smooth execution of work.
- (k) In the event of any disputes/differences arising over the construction/effect of these presents, decision of Head of the Division (BPMD) STC will be treated as final and binding on both the parties.
- (l) The Contractor/Awardee shall make his own arrangements for water and power supply for execution of work. In case water and electricity is supplied by the STC, **0.5%** for each i.e. water & electricity totaling to **1%** of the bill amount will be recovered from the contractor.
- (m) The ex-employee of the Corporation i.e. STC is not permitted to participate in the tender.
- (n) The terminated/de-barred/Black Listed bidder by any Govt./Semi-Govt/Private Entity/PSUs/MNCs etc. are not allowed to participate in this tender. The Bidder/awardee has to produce a self attested certificate in this regard. 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 to STC shall be forfeited.

- (o) It is intention of STC that all payments to the contractor shall be effected by RTGS/NEFT. The Bidder may submit their Banker's detail for the same or a Cancelled Cheque.
- (p) Experience Certificate, supporting documents like Award of work, Bill/Schedule of Quantity etc. Experience Certificate should clearly mention the name & nature of work, place of work, value of work executed, satisfactory performance of work and date of completion of work etc. Copies of all such documents duly signed and stamped must be uploaded as part of the tender documents. In case of Partnership firm, Copy of Partnership Deed may be attached.
- (q) The contractor/awardee should take care of execution of work during working hours that the users of staircase/office floor shall not be splashed on with painting, cement, material or dust & dirt. After finishing work of site/area, the floor shall be cleaned and wiped properly i.e. without any spots on floor, furniture, glass, window, partition etc.
- (r) Payment to the Awardee's/contractor's bills/running bills/final bill will be made on actual work done at site after satisfactory completed works (including extra items if any) duly certified by Engineer-in-Charge of STC and after deducting all applicable taxes/statutory payments. No advance payment will be made.

The following documents shall be submitted with the technical bid. The documents must be enclosed and arranged as per **following sequence** with the technical bid:-

S.No.	Documents required
i.	Earnest Money of Rs. 10,000/- through online mode only (as per Clause No.3 of E-Tender Notice).
ii.	Copy of PAN No., TIN No., GST No.
iii.	Documents to prove that the bidder is covered under MSME/NSIC.
iv.	Copy of required Experience Certificate (Satisfactory Completion Certificate) as per S.No. 1, of E-Tender Notice.
v.	Certificate/undertaking that the firm has not been blacklisted/debarred by any Govt./Semi-Govt/Private Entity/PSU/MNCs etc. and no police investigation is pending to be given on the STC's prescribed format (Proforma enclosed).
vi.	Complete tender document (Page 1-16) duly signed and stamped on each page by the bidder in token of having understood and agreed to the terms and conditions mentioned.

vii	Last 03 financial year audited balance sheet starting for the year (2019-20, 2020-21 & 2021-22).
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- Failure to submit all the required documents or submission of incomplete document will render the bid liable to rejection.
 - STC, reserves the right to accept, cancel or reject any or all the bids without assigning any reasons thereof. No bidder shall have any cause of action/claim against STC for rejection of his proposal.
 - In case the selected party/bidder backs out of the contract midstream or does not provide service to the full satisfaction of STC, the bidder/party shall also be debarred for participation in the tender and EMD & security deposit shall stand forfeited. Besides Bank Guarantee shall also be revoked in STC's favour.
9. Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the parties submitting the offers or to other persons not officially concerned with the process, until the contract is entered into with the selected bidder.

10. Jurisdiction

The Bidder hereto agrees that the courts or Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise. All disputes arising out of this Tender shall be decided in accordance of Laws of India.

(BS Bhamra)
DY. GENERAL MANAGER (CIVIL)
STC OF INDIA LTD.
Contact No. 011-23462055

PROFORMA

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

This is to certify that we, M/s. _____
is 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 5 years proceeding from 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 3 years.

Signature: _____

Name: _____

Rubber Stamp of the Company/Firm:

Tender for Construction of part boundary wall of brick work and finishing with Red/ Pink sand stone as per existing pattern , Jawahar Vyapar Bhawan, New Delhi.

PART – A: TECHNICAL BID

The Dy. General Manager (Civil),
Building Project & Maintenance Division,
STC of India Limited,
JawaharVyaparBhawan,
Tolstoy Marg,
New Delhi – 110001.

Sir,

With reference to your Tender No. STC/CO/GAD/BLD/01279/2022 dt. 15.03.2023, we submit below our Technical bid in response to the same.

1. Organisation's Information:

Organisation's Name: _____
Office Address : _____

Contact Person: _____
Name & Mob. No. _____
Telephone: _____
Fax: _____
Email: _____
Website _____
Main line of Business: _____

2. We are enclosing the following:

S.No.	Documents	
i	Earnest Money of Rs. 10,000/- through online mode only (as per Clause No.3 of E-Tender Notice).	Yes/No
ii	Copy of PAN Number, Copy of TIN Number, Copy of GST Number.	Yes/No
iii	Proof of documents to show that bidder/party is coming under MSME/NSIC.	Yes/No
iv	Copy of required Experience Certificate (Satisfactory Completion Certificate) as per S.No. 1, of E-Tender Notice.	Yes/No
v	Certificate/undertaking that the firm has not been blacklisted/debarred by any Govt./Semi-Govt/Private Entity/PSU/MNCs etc. and no police investigation is pending to be given on the STC's prescribed format (Proforma enclosed).	Yes/No
vi	Complete tender document (Page 1-16) duly signed and stamped on each page by the bidder in token of having understood and agreed to the terms and conditions mentioned.	Yes/No
vii	Last 03 financial year audited balance sheet starting for the year (2019-20, 2020-21 & 2021-22).	Yes/No

We agree to abide by all the terms and conditions of the STC's Tender No. STC/CO/GAD/BLD/01279/2022 dt 15.03.2023 for **construction of part boundary wall of brick work and finishing with Red/ Pink sand stone as per existing pattern , Jawahar Vyapar Bhawan, New Delhi.**

The offer is valid for 75 days from the date of opening of tender i.e. Technical Bid.

FOR REFUND/PAYMENT THROUGH RTGS/NEFT

Bidder's/Applicant's Bank Name & Address_____

Bidder's/Applicant's Account No _____

Bank's IFC Code No. _____

Signature: _____

Name: _____

Rubber Stamp of the Company/Firm: _____

Tender for Construction of part boundary wall of brick work and finishing with Red/ Pink sand stone as per existing pattern , Jawahar Vyapar Bhawan, New Delhi.

PART – B: FINANCIAL BID.)

(To be quoted in the format as per e-procurement site as per available format there)

PROCEDURE FOR FILLING OF PRICE BID ONLINE

1. BOQ (price bid) uploaded by STC at CPPP to be used only for submission of price.
2. The BOQ template must not be modified/ replaced by the bidder after down loading 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 item/unit rate only.
3. At the time of uplaoding of BOQ by bidder, the file name for uploading the BOQ (price bid) should remain the same as it was downloaded from the CPP Portal.
4. All taxes inclusive.
5. No other format of price submission shall be accepted.
6. The bidder is required to quote for the complete work, though STC reserve the right to award the work in full of in part.
7. Bidder/contractor has to quote the final rates only, all including discount/ rebate etc. Any separate discount/ rebate quoted shall not be considered.
8. The offer shall be valid for 75 days from the date of bid opening.
9. Leaving an unfilled entry in the price bid against any term shall mean as Zero cost and the bid shall be evaluated accordingly.
10. Putting price bid along with technical bid will lead to rejection of the bid summarily.