

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

Building Project and Maintenance Division
First basement, Jawahar Vyapar Bhawan
Tolstoy Marg,
New Delhi-110001.

Tender/Bid document

Tender Ref-STC/CO/BLD-E/2019

Date-21/05/19

Name of the work- Re-installation of old duct and repair of packaged ductable, 05 nos., 8.5 TR each, air conditioners in lift machine rooms of Jawahar Vyapar Bhawan New Delhi-110001.

Sealed quotations are invited to undertake the above work given in the Schedule of Quantities (enclosed) to be carried out at Jawahar Vyapar Bhawan in two bid process.

The bids shall be dropped in the tender box kept in the STC Reception office, Ground floor, Jawahar Vyapar Bhawan, 1-Tolstoy Marg, New Delhi. Bids will be in two part (1) Technical bid (2) Financial or Price Bid. Price bid will be opened only of those bidders who are declared technically qualified by STC Tender evaluation committee.

No other form of delivery is acceptable and tenders not dropped in the tender box shall be summarily rejected.

Quotation duly filled in all respect must reach to this office latest by 30/05/2019 3:00 PM and technical bid therein will be opened on same day 30/05/2019 at 3:30 PM. The date of opening of price bid shall be informed to technical qualified bidders.

The corporation reserves the right to accept or reject any or all quotations without assigning the reason thereof.

The bidders may seek any clarification regarding the tender document or the works described herein the tender before the closing time of the bid.

(R.K.Avasthi)
Deputy General Manager-Electrical
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**THE STATE TRADING CORPORATION OF INDIA LTD JAWAHAR VYAPAR BHAWAN,
TOLSTOY MARG, NEW DELHI (A GOVT. OF INDIA ENTERPRISES)**

Terms and Condition –

1) EARNEST MONEY DEPOSIT (E.M.D.) and TENDER FEE:-

Interest free Earnest Money deposit EMD of Rs. 3800/-(if applicable) & tender fee- Rs.500/- (if applicable) have to be deposited online prior to closing time of bid, as detailed below. The details of the deposition have to be submitted with bid technical bid documents. Tender fee will not be refundable.

1. Name of Bank :- Indusind Bank, Barakhamba Road, New Delhi110001
2. Name of beneficiary :- The State Trading Corporation of India Ltd., New Delhi- 110001
3. Account No. :-200000550077 4. IFSC:- INDB0000005.

Any tender, not accompanied with EMD and tender fee are liable for rejection unless not under exemption.

In case of unsuccessful bidder, the earnest money will be refunded, after award of work at their request.

The preference purchase policy 2012 applicable to NSIC/MSME shall be applicable for availing non deposition of EMD and Tender fee. The bidder has to submit the self-attested copy of the registration with NSIC/MSME for availing the benefit of the Policy.

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

Price bid document and technical bid document must be put in separate sealed envelopes. These both envelopes must be put in a bigger envelope and be dropped before the closing time of the bid. The respective sealed envelopes must be clearly marked as : Technical bid “ and “ Price bid”. The bidder must put his signature on both envelopes. The price bid only consist of filled price/financial bid tender format. If not filled in tender format and placing of any other document, in price bid envelop, may lead to rejection of bid.

STC reserve the right to disqualify any bidder at any stage till completion of the work, for any sort of incomplete bidding or due to breach of the process.

2) Tender Evaluation criteria:-

The bidder must drop the following self-attested copies of the documents off line (physical form) before the closing time of the bid for technical bidding bid evaluation. Only those bidders will be technically qualified who possess the following qualification-

- (a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year (2015-16, 2016-17 & 2017-18), should be at least 30% of the estimated cost. For which last three years audited sheet must be submitted.

- (b) The firm must have completed satisfactorily split/package air conditioner/HVAC repair, electrical panel installation and ducting works during last 07 years preceding from the closing date of tender, in center Govt, state Govt, PSU, Govt. autonomous bodies with the following-
- Single work order valuing at least Rs1,52,000=00 or (2) Two work orders each valuing at least Rs 95000=00 Or (3) Three work orders each at least Rs 72,000=00.
- (b) A satisfactory completion certificate issued from the order issuing authority or above of the above must be enclosed.
- (c) The bidder must be registered with GST and must enclose a copy of registration letter/certificates.
- (d) Copy of PAN card, address proof, Bank account detail and copy of online deposited tender fee & EMD detail or MSME/NSIC registration certificate in place of EMD, tender fee.
- (e) Copy of ESI and PF registration.
- (f) Self attested self-declared certificate of Non-black listing from any organization during last three years.

STC may ask to get verified the documents submitted via original documents or from the document issuing agency without any cost to STC.

- 3) The firm shall use genuine parts for repair work. The old parts which are replaced shall be deposited with STC. The firm will have to replace the non-standard part with the genuine part of M/s Carrier Air-conditioning, immediately. Further a penalty amount of double the cost of standard part will be levied against the contractor.
- 4) STC reserves the right to terminate the contract at any point / during the tenure of contract, if the services are not found satisfactory or if the contractor dishonours the contract. The decision of the STC in this regard shall be final and binding upon the contractor.
- 5) Any financial loss caused due to damage of any part of nearby machineries of the STC would be deducted from the EMD/performance security/bills.
- 6) Work completion schedule: - Time period for this contract period for both lifts is 20 days.
Delay in completion of the work: - A penalty of Rs.1000/- per day shall be imposed & it can go maximum up to 10 % of the contract value. STC reserve the right to terminate the contract if the work is delayed in initiation by more than 10 days for and consequently bidder will be debarred for participating in future tenders for a period of 2 years.
For any incomplete work or liability from contractor end. STC reserve the right to take up the works/liability at the risk and cost of the contractor through any other agency and in such cases the contractor will be debarred for participating in future tenders for a period of 2 years.
- 7) Payment terms: - The payment shall be done after completion of work and after satisfaction of the engineer-in- charge.
- 8) Security deposit to the tune of 10% of the contract value shall be submitted by the successful contractor online, within 07 days of award of work along with acceptance of the contract and EMD will be adjusted. The security deposit will be forfeited if any deviation by the contractor is found from the instruction given by the

STC. After expiring of the defect liability of contract the security Deposit will be returned after deduction of dues, if any, without any interest.

No interest shall be payable on such deposits.

- 9) If the work of the contractor is found unsatisfactory, the job may be entrusted to other firm at the risk expenses of the defaulting contractor.
- 10) No increase in amount shall be considered at all during the currency of the contract. No other charges will be payable like transportation, fare, etc.
- 11) The rates quoted by the bidder should be inclusive of all duties, taxes (except GST) and charges cartage, labour, material etc and there should be no ambiguity whatsoever. The rates shall be firm and no revision of the rates on any account whatsoever shall be considered during the contract.
- 12) The bidder should quote the rates for the work as mentioned in the bill of quantity (Annexure-A). The first lowest will be decided on the basis of the Grand total of Price bid. No other format of price bid will be accepted.. Price bid should be signed with seal without any correction marks or overwriting. STC reserve the right to cancel such bids. Partial bidding is not allowed.
- 13) STC reserve the right to accept or reject all the quotations without assigning any reason thereof.
- 14) The bidder is advised to inspect the STC premises/site, before quoting the rates so as to get familiar with the requirement of the work . No poor performance or false bidding would be accepted on any reason at later stage.
- 15) The work shall be carried out as per the direction of the Engineer-in-charge.
- 16) STC may its discretion, change or alters any specification or design during the course of execution of work.
- 17) Payment to the contractor shall be released by STC on the basis of work and the amount certified by the Engineer-In-Charge. The contractor shall submit the bills in duplicate, giving complete description of the item of the work done strictly as per the bill of the quantity.
- 18) GST shall be extra and other taxes will be deducted from the running account bills /final bill as per the prevailing rates.
- 19) The contractor shall abide by municipal bye-laws, safety regulation and labour laws during the execution of the work.
- 20) In case of any dispute, decision of Engineer-In-Charge, STC will be binding on both the parties.
- 21) Since the payment to the party will be remitted through RTGS/NEFT, as such, complete detail like Account no., name and address of Bank and Branch, IFS code with the name and complete address of the firm shall be required at the time of payment.

- 22) The warranty period (defect liability period) of the work shall be 06 months or OEM warranty which is later.
- 23) The contractor shall start the work within the stipulated period as mentioned in the award letter failing which no tender /quotation shall be issued/considered in future works.
- 24) The Indemnity Clause**
The Contractor shall at all times indemnify and keep STC indemnified against any claims / liability/ proceedings etc. in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees/workmen or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.
The Contractor shall at all times, indemnify and keep indemnified STC against any and all claims / liability/ proceedings etc. of the Employees, Workman, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
All claims regarding indemnity shall survive the termination or expiry of the Contract and shall be recoverable from Security Deposit in addition to any other means.
The work is to be carried out at height hence proper safety measure shall be taken by firm and shall owe the all responsibility of any accident.
- 25) VALIDITY OF BID:-**
The bid shall remain open for 60 days which will reckon from the date of opening of bid. During this period the bidder shall not be allowed to withdraw or amend or impair or derogate his offer and Earnest money deposited shall not be withdrawn within this period.
- 26) All the pages of quotation shall be signed and stamped by the authorized person the firm.
- 27) Scope of supply and work- The firm shall make operational 05 nos. Carrier make, ductable ACs(each capacity 8.5 TR)in all respect, installed in lift machine room of 17th floor(02 nos.),23rd floor (02 nos.) and 10th floor(01 no.) lift machine room. All the material required like refrigerant/gas, copper pipes, ducting, canvass, compressor, motor, relay, panel, relays, thermostats, electrical/mechanical components etc., for this work shall be supplied by contractor firm under this contract. The quantities are approximate, firms are requested to visit the site before filling the tender and no excuse in this regard shall be entertained after awarding of work.
- 28) The contractor has to sign agreement with STC on 100/- non judicial stamp paper on the agreement format provided by STC. The cost of agreement/stamp paper shall be borne by the contractor within 5 days of work order.
- 29) SAFETY DEVICES: -**
The contractor shall provide all the required safety appliances to the workers
/ staff as may be warranted for safety of the workers during the course of the work. Safety devices like Safety belt, Safety Helmet,

Safety Shoes, Ear protector, welding glass, welding gloves, Asbestos gloves etc. shall be provided for use by workers during work.

The contractor shall provide personal protective equipment conforming to the IS mentioned below -

- (a) Safety helmets conforming to IS-2925: 1984
- (b) Safety Belts conforming to IS-3521: 1983
- (c) Eye and face protection devices conforming to IS-8520:1977 and IS-8940:1978
- (d) Hand and body protection devices conforming to
 - (1) IS-2573: 1975
 - (2) IS-6994: 1973
 - (3) IS-8807: 1978
 - (4) IS-8519: 1977

All the required safety equipment and gadgets should be provided at the site and it shall be responsibility of contractor to provide all safety gadgets, in case any mishappening/accident occurs at site during works and commissioning of the equipment etc. It shall be the solely responsibility of contractor. STC(I) Ltd. shall not be responsible in case any type of mis-happening occur at site. All safety precautions must be taken during the execution of work.

30. Compliance with statutory provisions of safety

Successful bidder shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the bidder. Failure to provide such safety requirement would make the bidder liable for penalty of Rs. 500/- for each default. Temporary barricades with caution boards at each landing to prevent accident during execution of work.

31) LIABILITY FOR DAMAGES: -

If due to contractor's negligence and / or non-observance of safety and other precautions, any accident / injury occur to any other person / public, the contractor shall have to pay necessary compensation & other expenses, if so decided by the statutory authorities under labour laws and / or rules made therein force from time to time. The firm shall to execute a third party insurance against such happenings for a minimum value of the contract value. Falling which the same will be recovered from the running bill of the contractor or from his security deposit. .

32) **Arbitration**

“In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of ICA, New Delhi. The decision of the Arbitration Tribunal shall be final and binding. The venue for the Arbitration shall be New Delhi. The Arbitral Award shall be enforced in accordance with the provisions of the Arbitration & Conciliation Act 1996”.

33) **DEVIATION/VARIATION EXTENT/EXTRA ITEMS/SUBSTITUTED ITEMS AND PRICING:**

The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons provided the same are recorded in writing and proper approval is obtained thereof and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same condition in all respects including price on which he agreed to do the main work. The contractor will be bounded to accept the rates finalized by STC for extra items or based on DSR. The firm has to intimate the rates prior to supplying to STC.

The cost of total extra items shall not be allowed beyond 5% of the total contract value.

34) **DEVIATION IN QUANTITY**

STC reserve the right to order the contractor to SITC of the some equipment mentioned in contract up to a value not **exceeding 15% of total contract value**, on the same rates, terms and conditions. The order for enhancing the quantity will be placed latest within 1 month from the date of completion of the project.

It is to also added here that engineers in charge may ask to alter the deviation in quantity considering site requirement at his own during currency of the contract if the value of the total works remains within the total accepted cost of the project.

Documents to be submitted by the bidders

All the documents (self-attested copy) have to be physically dropped in the tender box placed at the reception of Jawahar Vyapar Bhawan as explained in this bid document

(A) For technical bid envelope (sealed)

S.no	Document required
1	Audited sheet for the financial year (2015-16, 2016-17 & 2017-18)
2	Singed & Stamped complete tender document as a token of unconditional acceptance of the bid.
3	Satisfactory work completion certificate from authorized signatory.
4	Copy of GST (Goods and service tax) registration certificate.
5	Copy of PAN card, address proof and bank detail
6	Copy of proof of online deposition of EMD, Tender fee, or MSME/NSIC registration certificate in place of EMD, tender fee.
7	Copy of ESI and PF registration
8	Self-attested self-declared certificate of Non back listing from any Organization during last three years.

(B) Price bid Envelope (sealed)

S.no.	Document required
1	Only price bid document as per annexure (A).

Both the envelopes have to be put in single sealed bigger envelope bearing the details of the tender and the bidder for dropping it in the tender box.

(Annexure-A)

Price Bid
SCHEDULE OF QUANTITY

S.no	work Description	Quantity	Rate (Rs.)	Amount (Rs.)
1	Pressure testing/filling of gas as required of 8.5 ductable units.	5 nos.		
2	Supply of liquid line filters.	5 nos.		
3	Supply of indoor unit controller.	1 no.		
4	Supply and installation of 5/8" copper pipe(ft)	100 ft		
5	Supply of phase monitor relay.	1 no.		
6	Servicing of electrical panel, indoor and out door unit.	5 nos.		
7	Canvass fabrication and installation charges.	12 Mtr.		
8	Old duct installation charges with material for all ACs.	1(L.S.)		
9	Fixing of 9mm insulation including material(sqm)	100 mtr.		
10	24 gauge GI duct fabrication and installation charges with material.	1 L.s.		
	TOTAL(Rs.)			
	Note- GST Shall Extra			

In words Rs.

(SIGNATURE OF THE BIDDER WITH SEAL)