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Office of the Chief Manger (Elect.)
State Trading Corporation of India Ltd

TENDER NOTICE

- 1. Tender Reference No.** : STC/JVB/BPMD/CM-E/D485 Dated 10/6/16
- 2 NAME OF WORK** :- Sale of Mixed Scrap at Jawahar Vyapar Bhawan, Tolstoy Marg, and New Delhi- 110001
- 2. Office of issue** : Chief Manger (Elect./ Civil)
BP& M Division, STC (I) Ltd. Delhi or may be downloaded from www.stc.gov.in or from www.tenders.gov.in
- 3. Estimated cost** : Bidder has to fill in the price bid
- 4. Tender document fee** : **Rs. 525.00** (including VAT) by DD/ Banker's cheque
- 5. Last Date of issue of tender from STC** : 4/7/16 up to 5: 00 P.M
- 6. Date and time of receipt of filled tender documents in STC** :5/7/16 up to 3:00 P.M.
- 7. Date and time of opening of tender (Part-I)** :5/7/16 at 3.30 P.M.
- 8. Venue of opening** : Office of Chief Manger (Elect.).
- 9. Date and time of opening of Price Bid of tender(Part-II)** : Shall be intimated later to the successful Bidders in technical bid.
- 10. Amount of earnest money to be deposited (EMD) (By DD/ Banker's Cheque)** :**Rs. 50,000=00**
- 11. Documents needed for participation in tender:** - The bidder has to submit the attested photocopies of the documents required in the PQR at the time of bidding and all other documents as required in tender document. STC reserves the right to cross check the submitted documents or may see the originals of the same at the time of evaluation of the bid. Partial/ fake submission shall call rejection of the bid at any time of the evaluation or during the contract period.
- 12. The tender shall be submitted in the following manner, in two separate sealed envelopes, duly super scribed the name of work along with following details:**
Envelope - I : EMD (demand draft/banker's cheque) along with

Duly signed & stamped tender documents and other
Documents of the bidders for technical bid

Envelope – II : ‘Price Bid’

Envelope – I shall contained ‘EMD’

Envelope – II shall contain prices duly signed i.e. schedule of rates duly filled in along with tender documents.

All pages of tender documents shall be duly signed and stamped. It is to be noted that the sealed envelope containing Price Bid (Envelope-II) shall contain only the prices without any conditions whatsoever.

Both the envelopes (I& II) to be put in a third envelope super scribed with “Sale of Mixed Scrap at Jawahar Vyapar Bhawan, Tolstoy Marg, and New Delhi- 110001

13. Any Deviation from PQR requirement or technical specification or other tender conditions shall result into technical disqualification.

14. All the tender documents should be signed by the bidder and shall be submitted to STC as a token of acceptance

15. This tender documents contains 36 Pages comprising General terms and conditions, , Scope of work , Terms / Conditions , Data Supplied by Contractor ,Price Bid, Pre Qualifying Criteria , Performa 1,2,3, , affidavit, agreement terms , available scrap details

16. If the dates mentioned above happens a Holiday in STC, the next working day shall be considered as mentioned date.

17. All the DD/ Bankers’ cheque should be addressed to “The state trading Corporation of India Limited “ payable at New Delhi

Tender Document Sold to:-

R.K. Avasthi

Chief Manger (Elect.)

State Trading Corporation of India Ltd.

Ph. 011-23462400-23462055 / 8743828103

General Contract Conditions

INSTRUCTION TO BIDDERS:-

DEFINITION: - The term 'Corporation' wherever appearing in this specification would mean State Trading Corporation of India Ltd. and shall include the person authorized to place an order this specification.

1.0 PREPARTION OF TENDER:-

1.01 Before submission of the tender, the Bidders are requested to have themselves fully conversant with the technical specification, nature of work, the site conditions and general conditions of contract etc., so that, no ambiguity arises at a later date in this respect. They may visit at site for seeing the actual working conditions and the nature of work.

1.02 Only such firms need to submit tender who do meet with the eligibility criteria laid down in the tender as well as have to produce satisfactory evidence that they fulfil the requirement of Pre-qualifying criteria.

1.03 The Corporation reserves the right to revise or amend the tender documents prior to the date notified for opening to the tenders & also the right to postpone the date for presentation and opening of tender without assigning any reason.

1.04 The terminated/debarred/ Black listed bidders from any Govt./Semi Govt./Private /PSUs/MNC etc. are not allowed to participate in the tender. **The bidder has to produce self-attested certificate in this regard.** If the Bidder deliberately gives wrong information in his tender, the bid is liable to be rejected at any stage and the security deposit and/or EMD/ Dues to STC, shall be forfeited

1.05 Tender document are not transferable.

1.06 Not more than one tender for a work will be submitted by one contractor or one firm of contractor.

1.07 The Corporation shall not be liable for expenses incurred by the Bidder in the preparation of the tender whether his tender is accepted or not.

1.08 All pages of tender documents, addition, alternations and over writing in the tender must be clearly initialed by the authorized signatory of the bidder.

1.09 Successful L-1 bidder shall be decided on the basis of total amount of quoted rates as per the description in the price bids section

1.10 Telegraphic tenders are liable to be rejected.

1.11 Tender shall be submitted in forms attached here to, the complete schedules shall be considered as part of the contract documents in the case of successful tenders.

1.12 The tender is to be furnished in two parts i.e. PART-I (Techno-commercial) & PART-II (Price Bid); both parts in separate envelopes shall be submitted together. The first envelope super scribed "Part-I Techno-commercial Bid" should contain Technical and Commercial details as per requirement of Pre Qualifying Criteria (Section-I) accompanied with details of EMD (i.e. original DD/Original Bankers cheque Receipt) and second envelope be super scribed as "Price Bid" ,should contain "Part-II i;e Price Bid" only. Both the envelopes should be sealed separately. Both these envelopes containing Part-I and II should further be placed in one bigger size envelope (Main Envelop) super scribed name of work , Tender No. and address of the bidder.

1.13 The Part-I i.e. Techno-commercial Bid will be opened on the scheduled due date and time of opening in the presence of representatives of participant firms who choose to present. Late received bids shall not be entertained.

1.14 The bidder whose Part-I bids have been found Techno- Commercially acceptable clearly on the specified date, shall be intimated through written communication and / or through telephonically as the case may be. The due date and time of opening of price bid shall be intimated only to the successful bidders in the technical section .Price bid shall be opened on the scheduled due date and time of opening in the presence of representatives of successful firms (in Part I) who choose to be present.

1.15 The Tender document shall be containing the name, residence and place of business of persons submitting the tender. All signatures should be dated.

1.16 STC reserves the right to put off/ terminate the tender process at any stage without assigning any reason to the bidders.

1.17 The tender copy may be bought from the Building cell, Corporate office, New Delhi with depositing the cost of the tender copy in the form of Crossed Bank Draft / Bankers Cheque payable to the State Trading Corporation of India Ltd payable at New Delhi or can be downloaded from www.stc.co.in or from www.tenders.gov.in The tender copy downloaded from the website should be accompanied with tender cost and EMD at the time of tender submission to the STC Office. If the dates mentioned in tender document happens a Holiday in STC, the next working day shall be considered as mentioned date.

2.0 EARNEST MONEY:-

2.01 Before submitting the tender, the Bidder shall deposit an amount as indicated on cover page as earnest money as well as the tender fee if any in crossed bank draft / Bankers Cheque payable to the State Trading Corporation of India Ltd payable at New Delhi.

2.02 Any tender not accompanied with EMD amount are liable for rejection.

2.03 In case of unsuccessful tender the earnest money will be refundable on application afterward of work to the successful bidder. EMD of the successful bidder shall be refunded only after satisfactory completion of work.

2.04 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.

2.05 No interest shall be payable on earnest money deposits.

3.0 General Terms:-

3.01 Purchase /downloading from www.stc.gov.in or www.tenders.gov.in of tender document by the bidder is essential for participation in the tender.

3.02 The Corporation does not bind itself to accept the lowest or any other tender and will not assign any reason(s) for the rejection of any tender or a part there of.

3.03 The fact of a tender to the Corporation shall be deemed to constitute an agreement between the Bidder and the Corporation where by the each tender shall remain open for acceptance by the Corporation. The Bidder shall agree neither to withdrawn his offer nor to impair or derogate if the Bidder be notify during the period of validity of tender that his tender is accepted by the Corporation, he shall be bound by their terms of agreement constituted by his tender and such acceptance thereof by the Corporation until a formal contract of the same has been executed between him and the Corporation in replacement of such agreement.

3.04 Tender shall be submitted in forms attached here to the complete schedules shall be considered as part of the contract documents in the case of successful tenders.

3.05 The tenderer shall treat the details of specification and other tender documents as private and confidential and they shall not be reproduced anywhere without the written authorization of the Corporation

4.0 RECEIPT AND OPENING OF TENDERS:-

4.01 The tenders should be dropped in the designated tender box placed at the reception office of State Trading Corporation of India Ltd. Manual handing over of the tender shall not be entertained.

5.0 DEVIATIONS:-

5.01 Deviation from the specification and general conditions of contract which may affect the quality of the work or may have financial implications on STC shall be rejected.

6.0 DOCUMENTS TO ACCOMPANY THE TENDERS:-

6.01 Part-I envelop deals with technical and commercial particulars and performance. The Bidder shall furnish all required documents as prescribed in the tender document. STC may ask the bidder to produce original documents, for verification of the documents submitted by the firm. The bidder shall submit other documents, given to him with the tender copy (except Price bid) with part I duly signed, acknowledging his acceptance to the terms and conditions of Corporation.

6.02 Part-II envelop shall contain only the part-II "Price Bid Section" in sealed condition. The successful bidders in techno commercial evaluation shall be intimated by the Corporation. Price bid shall be opened of only the successful bidders in techno commercial evaluation.

6.03 Bidders should place both envelops (Envelop -1 for part -I i:e techno commercial documents and Envelop -2 for part -2i:e sealed Price bid) in one bigger envelop . All the documents submitted by the bidder should be signed and stamped by the bidder with date. The bidder should write the address of the firm on the bigger envelope and the details of the EMD and tender fee.

7.0 VALIDITY OF TENDER:-

The bid shall remain open for 90 days which will reckon from the date of opening of technical 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. Bidders mentioning a shorter validity period than specified are likely to be ignored. In case validity period is not stated it will be presumed that the tender is valid for 90 days without obtaining any confirm action from the tender.

8.01 CANVASSING:- No Bidder shall canvas any, Corporation official or the Engineer with respect to his or other tender. Contravention of the condition will invoke in rejection of the tender.

Chief Manger (Elect.)
State Trading Corporation of India Ltd.

DEFINITIONS

1. "Application" shall mean the request submitted by interested parties for obtaining the bid document.
2. "Bid/Tender" shall mean documents issued by STC to the prospective bidder.
3. "Bid Security/Earnest Money/EMD" shall mean the amount to be deposited by the Bidder with the Bid.
4. "Bid Validity" shall mean the period for which the Bids shall remain valid.
5. "Bidder" shall mean the party participating in the Bidding process pursuant to and in accordance with the terms of this document.
6. "Contract Agreement" shall mean the agreement to be signed between the Successful bidder and the nominee of the competent authority on behalf of STC.
7. "Contract Price" shall mean the financial bid of the Successful Bidder as accepted by the STC.
8. "Date of commencement of work" shall mean the date of start as communicated by Letter of intent or work order.
9. "Defects Liability Period/Maintenance Period" means the period after completion of the contract during which the STC or his authorized representative/Engineer-in-charge will notify to the Contractor any defect noticed in the work and the contractor is liable for, replacing or repair the same as provided under the Terms of the Contract/ Document. Proof of dispatch of letter notifying the defect/intimating the representative of Contractor at site on the last date of Defect Liability period will make the contractor liable for rectifying all such defects.
10. "Engineer in Charge (EIC)" means the authorized representative nominated by STC.
11. "Tender Evaluation Committee" shall mean the committee constituted by STC for the evaluation of the bids.
12. "Letter of Award/Notification of Award" shall mean the letter issued by the STC to the successful bidder inviting him to sign the contract agreement.

13. 'STC' shall mean The State Trading Corporation of India Limited having its registered office at Jawahar Vyapar Bhawan, Janpath, Connaught Place New Delhi – 110001
14. The Contractor shall mean the sole proprietor, or contractor or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, contractor or company, as the case may be or the persons composing such contractor or company of the successor of such contractor or company and the permitted assignees of such individual or contractors or contractors or company.
15. Engineer-in-charge shall mean the officer designated by STC who shall supervise and in charge of the work, and issue necessary instructions at site, on behalf of STC.
16. "Performance Security/Performance Bank Guarantee" shall mean the amount to be paid by the successful bidder as per relevant clause mentioned in the tender document.
17. "Work" means Sale of the Mixed Scrap from JVB and cleaning the site thereof.
18. "Site: shall mean the place where the works under the Contract are to be carried out and the details of which are provided in this document.
19. "Successful Bidder" shall mean the bidder who has been declared technically qualified and the bid has been accepted by competent authority of STC. The successful bidder has to sign the contract agreement.
20. "Scheduled Banks" mean Scheduled Commercial Banks of Govt. of India.
21. Order placing authority means: - The officer who is issuing or Placing detailed work order to the contractor.

Chief Manger (Elect.)

State Trading Corporation of India Ltd.

PROFORMA – I
Letter for submission of bid

From:-----

To

The Chief Manager

Building Project and maintenance Division ,

STC of India Ltd..

Jawhar Vyapar Bhawan

1,Tolstoy Marg, New delhi-110001.

Sir,

1. I have examined the conditions as incorporated in the Tender documents for the Execution of work and having visited and examined the site of said work, I/we the undersigned, offer to execute the said works in conformity with the conditions of tender,
2. Should this tender be accepted I/We undertake to commence the work within seven (7) days of issue of the Letter of intent for the said work and further undertake to perform whole of the work comprised in the contract within the period specified under tender documents.
3. I/We agree to abide by this tender for a period of **90 days** from the date of opening of Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us .
4. A sum of Rs. 50,000=00-(Rs. Fifty thousand only) towards Earnest money Deposit in the form of Demand Draft/ Pay Order/Banker's Cheque Bearing No. _____Drawn on _____Dated _____in terms of the Instruction to Bidders enclosed in scanned form on line with Technical Bid and has been physically deposited in STC before the bid opening time.
5. Unless and until an agreement is prepared and executed, this bid together with STC's written acceptance thereof shall constitute a binding contract between us.

6. We understand that STC is not bound to accept the lowest bid and that STC reserve the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligations to inform the affected bidders of the grounds for STC's action.

7. Name of the representative of the firm to sign:

(a)-----(b)-----

Or

Name of person having power of attorney to sign the contract **(certified true copy of the Power of attorney should be attached)**

Yours Faithfully,

Signature of the Bidder

Permanent address -----

Local address:-----

Note : The contractor is to fill up the blanks in above form before signing & submitting the bid.

1. This application is made with full understanding that:
2. Bids submitted by bidders will be subject to verification of all information furnished for pre-qualification during the bidding process.
3. STC reserves the right to amend the scope and value of any contracts bid under this work.

Signature of Authorized representative of the bidder.

PROFORMA - 2**Letter for Unconditional acceptance of Bid Conditions****No.****Date:**

The Chief Manager (E)
 Building Project and Maintenance Division
 The State trading Corporation of India Ltd.
 Jawahar Vyapar Bhawan,
 Tolstoy Marg,
New Delhi-110001.

Subject :- Unconditional acceptance of Bid Conditions for tender

Dear Sir,

1. I/We have read and examined and understood all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
2. I/we hereby submit our bid and undertake to keep it valid for a period of 90 days from the date of opening of bid
3. I/we undertake to execute the above items strictly in accordance with the requirements and particulars /Specifications stipulated in the bid documents.
4. I/we hereby further undertake that during the said period:
5. I/we shall not vary/alter or revoke my /our bid during the validity period of Bid.
6. I/we have quoted for the complete scope of the said work
7. I/we undertake to abide by the terms and conditions as stipulated in STC bid documents and as amended thereafter before award of work.
8. I/We have not enclosed any condition/deviation to conditions of Bid documents in the envelope containing Price Bid.

- 9. I/we agree that in an event of conditional bid , the bid is liable to be rejected without assigning any reason whatsoever and the Earnest Money deposit is liable to be forfeited.
- 10. This undertaking is in consideration of STC agreeing to open my bid, considering and evaluating the same for the purpose of award of work in terms of provision of bid documents.

I submit EMD of Rs..... through Bank draft/ Banker” cheque No. ----- dated ----- issued by ----- (Name of Bank) along with the Technical Bid.

Signature along with seal of the company of the signatory duly authorized to sign the Bid on behalf of the Firm)

Name -----

Designation-----

Name of Company-----

Date and Postal address-----

Witness:

Signature_____

Date_____

Name and address & Telephone No._____

PROFORMA - 3**Performa for submission of past contractual performance/declaration by the bidder**

(Affidavit on non-judicial stamp paper of Rs. 10/- duly attested by Notary/Magistrate)

This id to certify that we M/sin submission of this offer confirms that

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the Pre-Qualification requirements.
2. We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
3. Our business has never been banned/ Blacklisted by any Central/State Govt. department/Public Sector Undertakings or Enterprises of Central /State Govt.
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 tender 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 fraudulent document/information either in present or past tenders.

Signature of Authorized representative of the tender

Tenderer's stamp

ARTICLES OF AGREEMENT

This agreement made on the ____ day of _____, Two thousand between “The State Trading Corporation of India Limited” (hereinafter referred to as the Client) and whose registered office is located at Jawahar Vyapar Bhawan, 1-Tolstoy Marg, Janpath, New Delhi – 110001 on the one part and M/s. _____ (hereinafter referred to as the Contractor) and whose registered office is located at _____ -----on the other part, whereas the Client desires certain works to be executed by the contractor viz. “ _____” in considerations of the amount of Rs. _____ (Rupees _____ in words) and subject to such terms and conditions as set out in the tender documents (Tender No. _____ dated _____) which shall form part of the contract.

Whereas the Contractor fully indemnify, hold harmless and defend the customer from and against all claims, liabilities and suits , damages etc. caused due to negligence / commission /omission of Contractor and its agents or representative under this agreement or under the applicable laws of India.

Whereas in consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned the contractor hereby agrees with the Client to perform the services in conformity with the provisions of the agreement.

Whereas the Client agrees to pay the contractor in consideration of the performance of the services such amounts as may become payable under the provisions of the agreement at the times and in manner prescribed by the agreement.

NOW THIS AGREEMENT WITNESSED AS UNDER

That the terms and conditions in the tender documents and award letter No. _____ dated _____ will form part of the agreement and shall be binding on both the parties.

In witness where of the parties have caused this agreement to be executed on the day and year first above written.

Binding Signature of the Contractor

Binding signature of the Client

In the presence of :

Name:

Name:

Designation

Designation

Affidavit

(A) I/WeS/o R/o

..... undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of department, then I/We shall be debarred for tendering in STC(I) Ltd. future forever. Also, if such a violation comes to the notice of the department before the issue of letter of acceptance whichever is earlier. The Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

(B) I/WeS/o

.....R/o hereby declare that :-i) I have attached the requisite EMD amount of Rs. 50,000=00 in favour of The State Trading Corporation of India ltd. , payable at New Delhi by way of draft/ Banker's cheque No. Dt. drawn at (Bank)Branch

IFSC code.....

ii) In case of my tender is not accepted as per terms & condition of NIT and for any refunds is made to me, the refund may please be made to my account as per detail given below :-

Name of Agency:-

Bank, Branch Code, Place details etc :-

Account No. :-

I FSC Code No.

UTR/RTGS No. :-

STC(I) Ltd. shall not responsible in any way for non-crediting of EMD amount in the account of STC(I) Ltd. by due date and time are mentioned in NIT.

(C) I/We S/O.....

R/o do hereby solemnly affirm and declare as under :-

i) That I am sole proprietor/partner/authorized representative of the company/

M/s at R/o

That up-to -date returns of VAT department have been duly filed and no dues are pending of the VAT deptt.

That is my true and correct statement.

(Signature of authorized official of firm with seal)

1.

2.

THE STATE TRADING CORPORATION OF INDIA LIMITED

Attested copies of the following Documents to be submitted for **TECHNICAL** evaluation:-

Sr.No.	Particular	
1.	Permanent and temporary address details and proof of bidder with telephone nos	
2.	Bank details for RTGS transaction -Bank name , branch address (IFSC CODE) Copy of crossed null cheque	
3.	Signed and stamped copy of tender document-	
4.	EMD details (Rs. 50000=00)	
5.	Tender document fee details (Rs. 525=00) including VAT	
6.	VAT registration (TIN No.)- self attested copy	
7.	Pan No. – self attested Copy	
8.	Service tax Registration No.- self attested Copy	
9.	Self-attested certificate for non-termination/de-barred/Black Listed from any Govt./Semi-Govt./Private/PSUs	
10.	Registration No. on Central Pollution Control board- self attested copy- For participation for Part B of price bid.	
11.	Past work experience as a Mixed Scrap dealer–self attested copy	
12.	Experience certificate for work experience - self attested copy	

Pre-qualifying Requirement (Criteria) :--

Only those firms can participate, who possess the following pre-qualifying requirements and shall have to submit the necessary documents along with quotations document in the sealed envelope for technical bidding.

1. Who had executed similar type of works in Govt./ Semi Govt. / private /MNCs/ Hotels/ Private Institutions for the above mentioned work. Documents from clients to be attached.
2. The bidder will have to produce satisfactory performance report of the above work experience from the officer not below the rank of Superintending Engineer or order placing authority.
3. Bidder should be registered firm on Central Pollution Control board (only for those who are desirous of getting used lubrication oil).
4. Bidder should enclose the following
5. Self-attested certificate for non-termination/de-barred/Black Listed from any Govt./Semi-Govt./Private/PSUs
6. (a) Copy of TIN No.(b) Copy of Pan card (c) service tax Registration (d) EMD (e) tender fee

Price Bid

Name of work: Sale of Mixed Scrap at Jawahar Vyapar Bhawan, Tolstoy Marg, and New Delhi- 110001.

(A) Mixed Scrap

Sr. No.	Description of work	Qty.	Cost
1.	Complete Mixed Scrap including Mix Ferrous Mixed Scrap ,wooden Mixed Scrap, plastics, ,as per list of Mixed Scrap attached EXCEPT USED OIL on “ as is where is basis “ in ditto	Lot (Lump sum)	
In words Rs.			

(B) USED LUBRICATION OIL- 25 Drums (200 Ltrs each)

Sr. No.	Description of work	Unit	Cost
1.	Complete USED LUBRICATION OIL “ as is where is basis “ in ditto	Lot	
In words Rs.			

1. The works shall be carried out “ As and Where basis” and as per instructed in the scope of work strictly .
2. Service tax, VAT shall be reimbursed /deducted as per the prevailing rules/norms.
3. Offer is valid for a period of 90 days from the date of opening of bid
4. No other format of price submission shall be accepted. Bidder should sign on every Page of the bid

5. The bidder is required to quote for the complete work, though STC reserve the right to award the work in full or in part.
6. Bidder can quote for any or both sections ie Part (A) or Part (B) however for part (B) (sale of used lubrication oils) registration with CPCB (Central Pollution control Board) is mandatory along with other terms as prescribed in pre-qualifying section. The work may be awarded to highest bidders (H-1) in both sections separately.
7. Leaving an unfilled entry in the price bi against any term shall mean as Zero cost and the bid shall be evaluated accordingly.

Signature and seal of the bidder

Scope of work & Terms /Conditions

The State Trading Corporation of India Ltd (STC of India Limited) having its office building called 'Jawahar Vyapar Bhawan' situated at Janpath-Tolstoy Marg Crossing, New Delhi – 110 001 is a Public Sector Undertaking , having its strong presence is national, international trading. The Corporation is having 23 storied building with two basements installed with various electrical/mechanical installations

1. STC intends to clean its building (above) and Sale of the Mixed Scrap accumulated lying at various floors under its occupation.
2. The area under scope of work shall be basement I,II, Ground floor, Green belt area, area near UG Water tank , Roof area of 3 rd Floor, Roof area of 3.5 Floor, Roof area of 10 th floor, Roof area of 17 th floor, Roof area of 23 rd Floor etc.
3. The areas describes above are filed with various types of broken furniture's, corroded sheets along with various types of Mixed Scrap material like MS pipes, sheets, valves. The details of available Mixed Scrap material are annexed floor wise.
4. The firm has to take up all the Mixed Scrap as "in Toto "on **as is where basis**.
5. The firm has to clean the scarp collecting site before final payment and STC decision shall be final and binding.
6. The firm has to arrange at their own for all tools , tackles, man power , loading , unloading , transportation of Mixed Scrap , disposal as per statutory norms , insurance (if any) , taxes direct/indirect . **The contractor shall acquaint himself with the site conditions and make his own arrangements for storage of materials at site in their own custody , the space shall be provided by STC for the purpose. No material shall be supplied departmentally.**

7. **Payment Terms**

1. The firm has to deposit the 100% of the quoted amount in the form of Demand draft / Banker's cheque in favour of "The state Trading Corporation of India Ltd." Payable at New Delhi within 07 days from the detailed order from STC (I) Ltd. EMD shall be

refunded after satisfactory completion of work. No adjustment of EMD is allowed against the payment made by the bidder for lifting of Mixed Scrap.

2. Firm shall be responsible for cleaning of the site from where the Mixed Scrap is disposed off. The cleaning shall be up to the satisfaction of STC. Further STC reserve the right to stop the dispatching of Mixed Scrap if the cleaning from the site is not proper. Any expenses for cleaning shall be taken by the firm only. Necessary taxes etc. have to be deposited as per norms or shall be deducted .
3. As per norms, all payments to the contractor shall be effected by NEFT/ RTGS. All bidders should confirm that they are agreeable to this and are prepared to sign any third party agreement as may be requested in the bank. Bank details of the firm shall be required for the same.
4. The bidder shall not sublet the work to other contractor without written permission of STC.
5. Taxes shall be governed as per norms / rules.
8. **Care of the building:-**
Care shall be taken by the contractor while handling and installing the various equipment and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost if the loss to the building occurs due to the in-appropriate procedure followed by the firm .Contractor will not be allowed to change the size and shape of floor openings. The contractor will remove all unwanted and waste material arising out of the installation from the site of work. Any expenditure incurred by the department in this condition shall be recovered from the contractor and the decision of the Engineer in charge for recovery will be final. The Contractor is to fully indemnify STC against any type of loss/accident caused due to the negligence of contractor and he should take all precautions for smooth execution of the work.
9. **Consumable and Tools :-**
The consumables and tools shall be provided by contractor at their own cost and no cost be bore by STC in this regard.
10. **Delay is start of the work: -** Firm shall obtain all statuary permissions /licenses to commence the work at site, if needed so, at its own cost. If the firm does not start the

work within 7 days from the date of dispatch of work order or leaves the site without completion of the work, EMD deposited with STC shall be forfeited and the Firm shall be banned to do the business with STC for a period of 2 years. STC shall be at liberty to award the work to any other agency at the risk and cost of the firm or may cancel the work order.

11. ACCEPTANCE OF THE ORDER: -

The firm should convey the acceptance of the detailed order to the order placing authority within 07 days of receipt of the order failing which it will be presumed that the terms and conditions incorporated in the detailed work order have been accepted by the contractor and it will be deemed as the agreement between the contractor and STC.

The contractor shall execute an agreement on non-judicial stamp paper of

Rs 100/- within one week's time from the date of issue of award work as per approved per-forma. The cost of stamp paper shall be borne by the contractor. This notice of quotations shall form a part of the contract agreement

12.0 FORCE MAJEURE CONDITIONS: -

For the purpose of this Contract, "Force Majeure" means and event which is beyond the reasonable control of STC or the Contractor, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to , war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

The party which is unable to fulfil its obligations under the present contract must within 24 hours from the day of occurrence of any of the causes mentioned in this clause shall inform the other party of the4 existence of the circumstances referred to above, which are responsible for causing delays in performance of the contract.

The party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

The failure of either party to fulfil any of its obligations under this contract shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contract.

In case of Strike/Labour dispute that prolongs beyond a period of 48 hours, the Contractor is required to inform STC about the same, on account of which STC reserves the right to get the work done from any other agency at the risk and cost of the Contractor.

13.0 Compliance of Minimum wage act, Insurance, Labour act etc.

13.01 It is to be ensured that at least minimum wages shall be paid by the contractor to his employees engaged at site, as applicable by Govt. of Delhi or Central Govt. whichever is higher. STC shall not be responsible in any manner for any Act or Omission of the workers engaged by the contractor. No claim in this regard shall be entertained by STC. If by virtue of any law in force, STC is made to pay any amount by way of penalty / damage / fine etc, STC shall recover the amount so paid along with other expenses incurred by STC to defend such cases. It is sole responsibility of the contractor to get his workmen insured under workmen compensation Act & Rules, while at work, as required by relevant rules and regulations of workmen compensation and shall pay compensation, as per Act and provision / rules made there under.

13.02 Supervision, control and regulation of condition of the workmen engaged by the contractor shall be his responsibility and STC will have no direct connection with the workers of the contractor for the work under reference.

14.0 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 mis-happening/accident occurs at site during cleaning, collection, loading, unloading of Mixed Scrap of the materials 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.

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.

15.0 LIABILITY FOR DAMAGES: -

15.01 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 the claimed amount. Falling which the same will be recovered from the contractor .

15.02 The Indemnity Clause

The Contractor shall at all times indemnify and keep STC indemnified against any claims 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 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 indemnify shall survive the termination or expiry of the Contract and shall be recoverable from PBG in addition to any other means.

16.0 Cooperation with other agencies

The successful bidder shall co-ordinate with other contractors and agencies engaged in the building, if any, and exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation, if any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful bidder during the course of work, such expenditure incurred will be recovered from the successful bidder if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful bidder himself.

17.00 WITH HOLDING PAYMENT:-

STC may withhold the whole or part of any payment for work claimed by the contractor, which in the opinion of the order placing authority is necessary to protect himself from loss on account of: -

- A. Defective work not remedied or guarantees not met.
- B. Claims filed against the contractor.
- C. Failure of the contractor to make due payment for material or labour employed by him.
- D. Damage to another contractors/ Corporation property.
- E. Insufficient / Unsatisfactory progress.

When grounds for withholding of payment are removed, to the satisfaction of Engineer in charge /order placing authority the payment of the amount due to the contactor shall be arranged by the Corporation.

18.00 REGARDING PERSONNEL OF CONTRACTOR: -

18.01 The Engineer-in-charge shall be at liberty to object to the supervisor or any person employed by the contractor for execution of the work who commits misconduct or be incompetent, or negligent and the contractor shall remove the person so objected by Engineer-in-charge or on notice in writing requiring him to do so and shall provide in his place competent supervisor/person at the contractor's expenses for execution of the work.

18.02 Contractor/ his representative / supervisor shall abide by all general rules and regulations in force on the site and to any special conditions imposed by the local administration. The general discipline of the plant shall be maintained.

19.0 TERMINATION OF CONTRACT: -

STC reserve the right to cancel the contract at any moment without assigning any reason, in case, the contractor fails to carry out work satisfactorily under this contract STC at its discretion can get the work done by another party(s) at the risk and cost of contractor without prejudice to the STC's right under the terms & conditions of this contract and any extra expenditure involved in this regard shall be recovered from the contractor.

20.0 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".

21. Compliance of statutory norms for disposal of Melba, Scarp:-

The firm shall ensure that the Mixed Scrap be disposed of as per the statutory terms and conditions of the law of the land. Any penalty imposed shall be borne by the contractor and the contractor shall be solely responsible for following all the norms and rules prevalent as of now.

22. Work Completion period: - The work completion period is 20 (Twenty) days,

Effective from the 7th day of placing of work order to the firm. If the firm does not complete the work within stipulated period, penalty shall be imposed as per tender terms. If the firm doesn't complete the work within 2 months STC reserve the right to award the work to any other firm at the risk and cost of the firm and all dues of the firm deposited with STC shall be forfeited and firm shall be banned for business with STC for next two years.

If the contractor desires an extension of time of completion the work on the grounds of having been unavoidable hindrance in its execution or any other ground, he shall apply in writing to the Engineer In charge, STC about the hindrance on account of which he desires such extension as aforesaid and the General Manager (GAD), 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 contractors before scheduled date of completion of work.

23. Jurisdiction:- The contractor hereto agree that the courts tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of any or in connection with E – tender . All disputes arising out of this e- tender shall be decided in accordance with laws of India.

24. The ex-employee of the Corporation i.e. STC is/are not permitted to participate in the quotations/ quotation.

25. No condition/deviation which is either additional or in modification of quotations conditions shall be included in the bid/quotations submitted by the bidder. If the quotations contain any such condition on deviation, it shall be treated conditional bid, such quotations will be rejected. STC's decision in this regard shall be final and binding.

26. If any claim, on account of non-compliance of the above laws by the contractor arises against the STC, the bidder shall indemnify the STC. The Engineer In charge, STC shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers.

27. The bidders are advised to inspect the site and satisfy themselves of site conditions before submitting their bidder. 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.

- 28.** The timing of accumulation/ear-marking of Mixed Scrap shall be 10:30 AM to 4:00PM from main building; however contractor may take it away from JVB at any suitable time as per their convenience after security checks/ Gate passes.
- 29.** The disposal shall be done as per statutory norms and firm shall be responsible for arranging any license from Police / statutory authority during pre, during and post disposal process and all charges shall be borne by the firm. STC shall not responsible for statutory compliances pre, during and post disposal of Mixed Scrap.
- 30.** Cleaning of site after Mixed Scrap disposal shall be responsibility of the firm and final payment shall not be made unless the committee constituted by STC confirms that the site from where the Mixed Scrap has been lifted is made cleaned to the satisfaction of STC.
- 31.** No advance dispatch of Mixed Scrap shall be allowed .Firm has to deposit the quoted amount to STC accounts in the form of DD/ Banker's cheque before taking any Mixed Scrap from STC.
- 32.** The Bidder shall comply the direction of STC and will not allow differentiating between types of Mixed Scraps.
- 33.** This notice of quotations shall form a part of the contract agreement.
- 34.** Bidder can quote for any or both sections ie Part (A) or Part (B) however for part (B)
- 35.** Sale of used lubrication oils registration with CPCB (Central Pollution control Board) is mandatory along with other terms as prescribed in pre-qualifying section. The work will be awarded to highest bidders (H-1) in both sections separately.

Mixed Scrap Details in JVB

Ground Floor:-

Basement-I

1. Old and rusted 03 window ACs and 03 Split ACs.
2. Damaged Geyser-02.
3. Faulty Capacitor Bank.
4. Tube fittings dismantled from 10th floor.
5. Dust bin (fibre) size-1mx1.5mx1m.
6. 03 nos. -4" rusted pipe.
7. Shutter cover-Bigger.
8. Not usable Exhaust fan cover.
9. Drum panel size 1mx1.5m, 0.75mx1.25m.

Basement-II

1. Panel cover, Angles miscellaneous.
2. Ramp shutter with MS rusted pipe.
3. Old Lift panels, gate etc.
4. MS pipes 6", 4", 2" and 1".
5. Ac cover, and broken table.
6. Pipes 12"-02 lengths.
7. Broken furniture, cable drum, water cooler body, table, almirah and chair.
8. Primary rusted /used fire extinguishers,
9. Corroded 2.5" pipe-01 length, hydrant pipe 6".
10. Retrofitting AC materials like Valves , covers, bush cover etc.
11. Rusted 5" pipe, garbage.
12. Duct cover curved.
13. **Oil drum Filled with used Lubrication oil -20 nos.**
14. 1000 KVA DG dismantled material, filters.
15. Sanitary and security cabin Melba.
16. Lift chakka, lift rope.
17. Pipe 4".

18. Rusted Hydrant pipes.
19. Broken sump pipes.
20. 13 nos. -12" dia. Corroded Hydrant pipe.
21. Sump pump old and rusted -07 nos.(cover), rusted Hydrant valves and pipes-12".
- 22 Broken Chairs.
23. Remnant Melba
24. 03 nos. rusted pipe on ramp-2 near bore well.
25. Rusted MS pipe near entry no-3 shade.

18th floor

1. Sand Stone dilapidated
2. Card board boxes Mixed Scrap.
3. Waste portion of AHU duct.
4. Dishes.
5. Rusted Lift ropes.
6. Damaged AHU duct portion near core-3&4.
7. Corroded Ahu duct.
8. Broken chairs& glass.
9. Any Melba on roof and stone pieces.

18.5th floor

1. Pigeon excreta, iron Mixed Scrap of zero value.
2. Damaged Panel frame.

17th floor-lift lobby

1. Wooden side damaged racks, old file cabinet.

3.5th floor

1. chairs, racks partitions, iron frames, plastic chair, woods portion, sinks, wooden planks.

3rd floor

Wooden pieces, gypsum board.

3.5rd floor

1. STC old banner, aluminum broken furniture and broken chairs.

3rd Annexe floor

1. Corroded Fire pipes -07 nos.
2. Broken wooden door.

3rd Terrace

1. Broken bottles and small trees of pipal and Neem.
2. Dismantled AHU duct, counter of old canteen, brain merry and service table iron.
3. Cleaning table, triple sink table, plastic chairs, table foot and Melba.

Core I and II 3rd floor

1. Big storage racks-Steel (MS)-10 nos.
2. Single sink table.
3. Used Sign board of STC.
4. Rusted 4" valve, MS pipes and broken doors.

Toilet area-

1. Cold drinks bottles,SS broken oven and melba.
2. Canteen stand (Table) with stone top.
3. Broken chairs.

Core 4-3rd Floor Terrace

1. Broken chairs,doors-02 nos.
2. MS pipes 8"-02 nos.
3. Melba, miscellaneous.

3.5 Floor- Mix Mixed Scrap

10th floor-

1. Ahu ducts portions, blowers near lift machine rooms.
2. MS pipe 2" dia-01 length.

23rd floor-

Dismantled AHU duct, old MS blower-02 nos.,Values-02 no, compressor, iron frame, lift ropes, broken tube light fittings, broken iron Mixed Scrap.

Mixed Scrap received from STC housing colony- Basement -1

1. Brass and CP-78.1 KG
2. Copper – 3 kg.
3. Aluminum Mixed Scrap – 3 kg

Any other Mixed Scrap/ melba in JVB

Note: - This list is indicative only and the bidder shall be fully responsible for quantity, quality, location of the Mixed Scrap. STC shall not be responsible for any minor difference between the list and actual Mixed Scrap available. **STC intensions is to clean JVB fully with sale of Mixed Scrap and cleaning JVB .**

R . K. Avasthi

B.S. Bhambra

Rajendra Singh Rajiv Mathur