

## NOTICE INVITING TENDER

Tender no: STC/JVB/BPMD/DGM-E/D 511

DATE: 13/2/15

Subject: Erection, testing, commissioning of 08 Nos. Kirloskar make Sump pumps as per NIT Terms (2 Part Bidding) at STC Building Complex, Jawahar Vyapar Bhawan, 1 Tolstoy Marg, Connaught Place – New Delhi.

Sealed item rate tenders are invited by Chief Manager (E), STC, JVB, Jan path, New Delhi - 01 for the subject work as per the details given below:

1.1	Name of the work	Erection, testing, commissioning of 08 Nos. Kirloskar make Sump pumps as per NIT Terms (2 Part Bidding) at STC Building Complex, Jawahar Vyapar Bhawan, 1 Tolstoy Marg, Connaught Place – New Delhi.
1.2	Estimated Cost	20.0 Lakhs
1.3	Earnest Money	40,000=00
1.4	Time for completion	4 months from the date of issuance of LOI
1.5	Cost of Tender	Rs. 525/-
1.6	Last date of submission of Tender	12/3/15 up to 3 pm
1.7	Place of submission of Sealed Tender	STC of India Limited, Reception, Ground Floor, Jawahar Vyapar Bhawan, 1-Tolstoy Marg, Janpath, New Delhi – 01
1.8	Date & Time of Opening of Tenders	12/3/15 at 3:30 pm
1.9	Place of Opening of Tender	Office of Deputy General -E, JVB, Janpath, new Delhi – 01

1. Tender Documents consisting of Drawings (if any), Technical Specifications, Schedule of Quantities, contract conditions, can be obtained from the office of Dy. General Manager (E)/ Chief Manger -E, 20<sup>th</sup> floor, JVB, Janpath, New Delhi on payment of Rs. 525/- in the form of Demand Draft / Banker 's cheque in favour of "STC of India Limited" (Non-refundable) and/or be down-loaded from the website of STC ( [www.stc.gov.in](http://www.stc.gov.in) ) or from tenders.gov.in on any working day from 16/2/15 to 12/3/15 during working days from 10.00 AM to 3.00 PM However, Bid shall be submitted on purchased/downloaded documents only. However a demand draft of Rs. 525=00 will be required to be attached with the bid if the tender document has been downloaded from the web site.. Scope of work & Eligibility criteria can also be seen at the website of STC: [www.stc.gov.in](http://www.stc.gov.in)

2.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 Erection, testing, commissioning of 08 Nos. Kirloskar make Sump pumps as per NIT Terms (2 Part Bidding) at STC Building Complex, Jawahar Vyapar Bhawan, 1 Tolstoy Marg, Connaught Place - New Delhi.

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

3. Earnest Money mentioned above shall be paid by crossed Demand Draft / Banker's cheque / from any Nationalized/Scheduled Bank in favour of "The STC of India Ltd". Tenders without Earnest Money Deposit will be summarily rejected.
4. The tender Envelope (II) containing price bid of bidders shall be opened on the due date in the presence of bidders or their authorized representative who wish to remain present.
5. STC reserves the right to reject any or all tenders without assigning any reasons.

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

**State Trading Corporation of India Ltd.  
Office of the Deputy General Manager (Elect.) (Electrical)**

**(Application for Purchase of Tender)**

1. TN No. and opening Date : TN-- ...../ Dt.
2. Name of the Contract / Work : - Erection, testing, commissioning of 08 Nos. Kirloskar make Sump pumps as per NIT Terms (2 Part Bidding) at STC Building Complex, Jawahar Vyapar Bhawan, 1 Tolstoy Marg, Connaught Place – New Delhi.
3. Name and Address of the Firm : .....
4. Copy of past work orders Enclosed: Yes/No (Copies Enclosed)
5. Avg. Annual turnover of any one year during last 03 years  
Enclosed : Yes/No (Value Rs .....)
6. Registration details (i) PF No.....  
(ii) TIN No :.....  
(iii).Service Tax .....
- (IV) ESI Registration: .....
- (v) PAN Card No
7. Satisfactory performance certificate :
8. Certificate about Non-blacklisting from Govt. Deptt./PSU/MNC etc.  
Enclosed : Yes/No
- 9 EMD :-( Cheque no., Date & amount with bank detail to be provided.)  
.....
12. Tender cost :-( Cheque no., Date & amount with bank detail to be provided.)

Name and Signature of Contractor

## **General Contract Conditions**

## **Annexure -1**

### **:- INSTRUCTION TO BIDDERS**

0.0 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 under this specification.

#### **1.0 PREPARATION 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 have necessary experience and required manpower and T&P etc. for handling such jobs.

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 Bidders are requested to submit their bids strictly as per the terms of the NIT. Bids submitted with deviation are liable to be rejected. In case the bidders have any clarification/query with regard to the specification etc. should be sought by the bidder on this account will be entertained once the tender has been submitted by the bidder.

1.05 The terminated /Black listed/ debarred/ bidder from any Govt. /Semi Govt. / PSU/ Autonomous body/MNC shall not be allowed to participate in the bidding. The firm has to furnish a self-attested certificate in this regard. If the Bidder deliberately gives wrong information in his tender, is liable to rejection at any stage. In such cases the deposited EMD and/ or Security Deposit shall be forfeited by the Corporation.

1.06 Tender document are not transferable.

1.07 Not more than one bid for work will be submitted by one contractor/ firm /company/ bidder.

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

1.09 Tender should be filled in with ink or typed. All pages of tender documents must be numbered and duly signed by the authorized signatory. Tender containing any alternations/ cuttings/ mark of eraser etc. even if accompanied by signatures shall be liable to be rejected on such ground..

1.10 Successful L-1 bidder shall be decided on the basis of total amount of quoted rates of price bids section

1.11 Telegraphic tenders are liable to be rejected.

1.12 Tender shall be submitted in forms attached here to the complete schedules shall be considered as part of the contract documents

1.13 The tender is to be furnished in two parts i.e. Part-I & Part-II, both parts in separate envelopes shall be submitted together in a large envelope. The first envelope super scribed "Part-I Technical and commercial Bid" should contain Technical and Commercial details (Section-I) accompanied with details of EMD (i.e. DD/ Bankers cheque ) and the Second envelope super scribed "Part-II Price Bid" should contain Price Bid. Both these envelopes containing Part-I and Part II should further be placed in one bigger size envelope (Main Envelop). The entire envelope containing tender documents should be sealed.

1.14 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 participation firms who choose to be present. Late received offers & offers without EMD shall be rejected.

1.15 The bidder who's Part-I bids have been found Techno- Commercially acceptable, shall be intimated the date on which the Price bid would be opened.

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

1.17 The tenders should be dropped in the tender box kept in the Reception office, Ground floor, Jawahar Vyapar Bhawan, 1-Tolstoy Marg, New Delhi. No other form of delivery is acceptable and tenders not dropped in the tender box shall be summarily rejected.

1.18 The tender copy can be downloaded from the website [www.stc.co.in](http://www.stc.co.in). or from [www.Tenders.gov.in](http://www.Tenders.gov.in) The downloaded tender copy without tender cost, EMD, at the time of bidding shall be rejected. The Tender cost and EMD shall be accepted only through crossed bank draft/ Bankers Cheque payable to the State Trading Corporation of India Ltd payable at New Delhi.

## **2.0 EARNEST MONEY:-**

2.0 The Bidder shall deposit Earnest Money in the form of 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 bidder, the earnest money will be refunded to them.

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:-**

3.01 Purchase of tender document by the bidder is essential for participation in the tender. The tender /NIT specification is non-transferable. Application submitted without the DD/Banker cheque shall be summarily rejected.

3.02 The Bidder 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.

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

3.04 Direct or indirect canvassing on the part of the Bidder or their representatives will disqualify their bid.

3.05 The fact of a tender to the Corporation shall be deemed to constitute an agreement between the Bidder and the Corporation where by each tender shall remain open for acceptance by the Corporation. The Bidder shall agree neither to withdraw his offer nor to impair or derogate if the Bidder is notified during the period of validity of tender that his tender is accepted by the Corporation, he shall be bound by the terms of agreement constituted by this 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.

### **4.0 RECEIPT AND OPENING OF TENDERS:-**

4.01 Tender shall be accepted only in the office as indicated against venue of opening on cover page not later than time and date specified.

4.02 If the dates specified for receipt and opening of tenders be declared as public holiday due to any reason, the tenders shall be received and opened on the day on which office re- opens after such holiday (s) in the manner as stated in aforesaid clauses without any notification.

### **5.0 DEVIATIONS:-**

5.01 Deviation from the specification and general conditions of contract shall not be acceptable. Conditional tenders are liable to 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 prequalifying requirement. The bidder shall have to produce the original documents at once for the verification of the photocopy papers if so desired by STC. 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.

6.03 The tender which is not accompanied with any of the above mentioned documents or is accompanied with incomplete annexure (s) / schedule (s) are liable for rejection.

## **7.0 VALIDITY OF TENDER:-**

The bid shall remain open for 120 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.

### **8.0 CANVASSING:-**

8.01 No Bidder shall canvas any official of the Corporation or the Engineer with respect to this or other tender. Contravention of this condition would amount to rejection of the tender.

**9.0 Rejection of tender:** - 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 obligation to inform the affected bidders on the grounds for STC decision.

Deputy General Manager  
The State Trading Corporation of India Ltd.

## Scope of work

## Annexure -2

### History of work-

The details of eight KBL make Mono block pump sets which are to be installed were purchased on 13.01.2012 and are lying in the basement of Jawahar Vyapar Bhawan( JVB) ,1- Tolstoy Marg, Connaught Place New Delhi-110001,are as under-

S. no.	Model no.	Specs.	Qty.( Nos)
1	SHS-50/26 NB	Mono block pump 5.5kw/1500 RPM/3Ph I.M.	06
2	SHS-50/26 N	Mono Block Pump 7.5kw/1500 RPM/3Ph I.M.	02

The work includes installation, testing, commissioning of these pump along with fabrication of the checkered plate base, water proofing of all 08 sumps and fixing of Kota Stone as per BOQ in the second basement of JVB.

1. The contractor shall supply the material as standard brand complying the technical specification and Fire standards as applicable. Supply of the material shall include Delivery, F.O .R, destination STC Site, (Including Assembly, Packing, Inland Transportation and Transit Insurance, unloading, storage handling etc.).

2.0The Quantity of the material shall be as following complying the following technical features. STC reserves the right to alter the quantity on the same rates, Terms and condition with in three month from the date of detailed work order based on the actual work condition

### 2.01 Bill of quantities

S .no	Description	Unit	Qty
1	Dismantling of existing old platforms of following sizes:-		
A	Size - 2990mm X 2850mm	Nos.	04
B	Size 2950mm X 1760mm	Nos.	03
C	Size 3660mm X 2930mm	Nos.	01
2	Supply, fabrication and installation of new platforms of MS of following sizes ,with checker plate of minimum 6 mm thick and suitable support of channels of MS of minimum size (6''X3'') for main frame & channels of minimum size (3''X1.5'') for internal connection suitable for Motors/pump		



	capacity of 7.5.kw/1500 rpm.		
A	Size - 2990mm X 2850mm	Nos.	04
B	Size 2950mm X 1760mm	Nos.	03
C	Size 3660mm X 2930mm	Nos.	01
3	Supply, installation, testing and commissioning of control panels of approved make and specification suitable for following capacity mono block pumps, including cabling and associated works.		
A	Mono block pump 5.5.kw/1500 rpm-3 PH I.M.,1450 RPM	Nos.	06
B	Mono block pump:- 7.5.kw/1500 rpm-3 PH I.M.,1450 RPM	Nos.	02
4	Supply, installation, testing and commissioning of 100mm MS sluice valves for existing lines.	Nos.	16
5	Supply, installation, testing and commissioning of 100mm MS NRV for existing lines.	Nos.	16
6	Supply, installation, testing and commissioning of flanges (4" X 15mm thick) for existing lines.	Nos.	32
7	Supply and fixing of Aluminium ladder for sumps (of length 6 feet) Side 'c' section 65mm X 38mm Steps 65mm X 38mm, nut bolt fitting detachable, solid rubber shoes and caps. .	Nos.	8
8	Providing and laying integral cement based treatment for waterproofing on <b>horizontal surface</b> at all depth below ground level founder ground structures as directed by Engineer-in-Charge and consisting of : i) 1st layer of 22 mm to 25 mm thick approved and specified rough stone slab over a 25 mm thick base of cement mortar 1:3 (1 cement : 3 coarse sand) mixed with water proofing compound conforming to IS:2645 in the recommended proportion over the levelling course (levelling course to be paid separately). Joints sealed and grouted with cement slurry mixed with water proofing compound. ii) 2nd layer of 25 mm thick cement mortar 1:3 (1 cement: 3 coarse sand) mixed with water proofing compound in recommended proportions. iii) Finishing	sqm	71.97

	top with stone aggregate of 10 mm to 12mm nominal size spreading @ 8 cudm/sqm thoroughly embedded in the 2nd layer. 22.1.01 Using rough kota stone.		
9	Providing and laying integral cement based treatment for waterproofing on the vertical surface by fixing specified stone slab 22 mm to 25 mm thick with cement slurry mixed with water proofing compound conforming to IS:2645 in recommended proportions with A gap of 20 mm (minimum) between stone slabs and the receiving surfaces and filling the gaps with neat cement slurry mixed with water proofing compound and finishing the exterior of stone slab with cement mortar 1:3 (1 cement : 3 coarse sand) 20 mm thick with neat cement punning mixed with water proofing compound in recommended proportion complete at all levels and as directed by Engineer-in-charge 22.2.1 Using rough Kota stone                      sqm	sqm	176.65

## **2.02. Approved Makes**

Sl. No.	Description	Make
1	MCB/ELCB ,C T, PT, TRANSFORMERS	Legrand/Siemens/Schneider L&T/HAVELLS/C&S/AE
2	Add on block 2 NO + 2NC	Legrand/Siemens/Schneider / L&T
3	Volt meter 0 – 500 volts 96 x 96 mm Digital, Ammeter 96 x 96mm Digital	SECURE/SELEC/AE
4	Over Load Relays, contactors	Legrand/Siemens/Schneider / L&T
5	Electronic Timer for Star - Delta Starter	SIEMENS/L&T/Schneider/FUJI
6	Wire/Cables	Polycab, KEI, Havells
7	Panel board of standard size and powder coated.	18G SS
8	Chequered plate MS , channels MS	TATA/ JINDALHISAR/SAIL
9.	Cement	AMBUJA/ULTRATECH/INDIA CEMENT/ J.K. CEMENT
10.	Non return Valves	LEADER/SANT/AUDOCO
11.	Welding rods	Adani /esab,, AS PER IS

3.0. Installation of electrical installation work shall be done as per instructions laid down in the Indian Standards IS (Bureau of Indian Standards final revision) & the work shall be carried out as per the fire safety rules and regulations prevalent. All the related expenses for installation work (Civil/ Mechanical etc.) shall be borne by the firm. The work shall be done to the satisfaction of site in-charge. The firm shall keep the site clean and the debris accumulated during the installation shall be removed by the firm after the completion of the installation. STC reserve the right to impose a penalty Rs. 2000 per day against scattered material / debris at site for uncleanliness of the site.

4.0 Consumable:-The consumables like Tape, waste cloth/ cotton, detergent powder, petrol, Insulating varnish, kerosene oil, plaster of Paris, oil paper, oilpaper, emery paper, caustic flux etc. shall be arranged by the contractor at his own cost. STC will provide free electricity and water connection for this work.

5.0 CONTRACT DOCUMENT AND AGREEMENT: -

5.01. The order placed under these specifications shall be governed by terms and conditions as incorporated in NIT documents and as given in the 'Work order' and its Annexure (s). The terms and conditions specified in this section if differ from the terms as indicated in the work order and its Annexure(s), the later shall prevail. The contract shall for all purpose be constructed according to the laws of India. For the due fulfillment of the contract, the contractor shall execute an agreement in triplicate in the prescribed form to be obtained from the order placing authority on non-judicial stamp paper worth Rs.100.00.

Such agreement shall be executed & signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the contract documents shall be required to be submitted to the order placing authority within a period of 15 days from the receipt of the order. One copy of the accepted agreement duly signed by order placing authority shall be sent to the contractor for his reference. The agreement shall not be executed without depositing security deposit.

5.02 The contract documents shall include the followings:-

- (i) Agreement.
- (ii) Detailed Award letter
- (iii) Tender terms

5.03 All the charges in respect of execution of the contract agreement shall be borne by the contractor. The contractor shall be furnished with an executed copy of the contract document.

6.0 CORRESPONDENCE: -

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions, contract documents, scope of work etc.,

should be addressed to the Deputy General Manager (Electrical), State Trading Corporation of India Ltd., Tolstoy Marg, and New Delhi.

**7.00 CHANGE OF NAME OF TENDERER / CONTRACTOR: -**

7.01 At any stage after tendering, the order placing authority shall deal with tenderer / contractor only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for due execution of the contract shall be that of the contractor. Under no circumstances he shall be relieved of any obligations under the contract. The order placing authority may however, at his discretion deal with the agent / representatives / sister concern and such dealing shall not relieve the contractor from his responsibilities / obligations / liabilities to the STC under the contract. Any change/ alteration of name / constitution / organization of the contractor shall be duly notified to the order placing authority. Order placing authority reserves the right to terminate the contract in case of such notification. In the event of such termination the Corporation may get the portion of work or whole piece of work not executed by the contractor in time or done in violation of the contract get done from elsewhere at the risk and cost of the contractor.

**8.00 SUB-LETTING: -**

The contractor cannot sublet the contract without the consent State Trading Corporation of India Ltd., Tolstoy Marg, and New Delhi in writing.

**9.00 Safe Custody of Equipment and material**

The firm shall be solely responsible for safe custody of material at their works from the date of start of the work to the date of hand over to STC. The firm shall keep adequate care of equipment at his works and any damages or loss due to theft, fire, flood, riots etc. shall be on contractors account. STC will provide storage / workshop space to the contractor free of cost.

**10.00 Warrantee :-**

The firm shall guarantee satisfactory performance in respect of workmanship and material for a period of 12 months from the date of final hand over of the work and if the manufacturer's guarantee for parts like checker plates, valves etc. is more than one year then it should be made available to STC. If any of the equipment fails within the Warrantee period due to any reason then the firm will be fully responsible to get it replaced/ repaired at his own cost at the time of intimation. If the problem is not rectified within 15 days, the warrantee period shall be extended for the actual period of fault. If the firm do not repair/ replace the faulty parts within one month, STC will be at liberty to get the work done from any other agency at the risk & cost of the firm and in such cases the dues (S.D/ EMD Etc.) to the firm shall be forfeited.

**11.0 Completion Period of the Work:-**

All the work has to be completed within a period of 120 (One hundred and twenty) days from the date of placing L.O.A. (Letter of Award) to the firm. Total execution time shall be counted from the date of placing the L.O.A. to the final handing over, after the completion of installation.

12.0 Delay in execution :- A penalty of 1% (one per cent) of the total balance work for per week delay shall be levied ,amounting up to maximum total of 10% of the contract value.

13.0 Payment terms: -As contract is means for supply as well as for erection, testing and commissioning/ Installation, lump sum in most items, segregating the cost of material is not mentioned in the price bid. Material cost shall be assumed as 70% of the (supply, erection, testing and commissioning/ Installation) while erection, testing, commissioning section shall constitute 30% of the total cost.

On satisfactory delivery & inspection by the site- in charge , the 70% cost of the material cost (i.e. 70 % of the contract value as mentioned in above para ) shall be released by STC on 100% delivery of material on pro- rata basis against presentation of the original VAT invoice. The payment against the erection, testing commission shall be released by the successful testing, commissioning and handover of the pumps on pro rata basis. The balance amount of the material cost shall be released after handover on pro rata basis, subjected to all terms and condition of the contract have been complied by the firm successfully. The decision of Chief General Manager shall be binding to the firm in this regard. No advance /part payment shall be released. Necessary statutory deductions shall be made before release of every payment.

The payment through EFT (Electronic Funds Transfer) is mandatory. However, the firm will have to sign the requisite transaction agreement as specified by SBI. The bank charges for NEFT shall be borne by the firm. STC shall not pay any escalation in cost on any grounds to the above.

14.0 ACCEPTANCE OF THE ORDER: -

The acceptance of the order shall be conveyed 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 order have been accepted by the contractor and it will be deemed as the agreement between the contractor and STC.

15.0 The order placed under these specifications shall be governed by terms and conditions as incorporated in NIT documents and as given in 'Work order' and it's Annexure (s). The contract shall for all purpose be interpreted according to the laws of India.

16.0 SECURITY DEPOSIT: -

16.01 The successful bidder shall have to deposit a security amount @ 10% of the contract value. Out of which 5% SD will be paid by the way of DD / Bankers Cheque in favor of STC payable at New Delhi within seven days from the award of detailed work order. Amount of EMD already deposited (2% estimated value) shall be adjusted in this 5% Security deposit amount. Balance 5% S.D. will be deducted progressively from the running bills (5% amount of each running bill) by STC.

16.02 Release of Security Deposit:- The security amount (S.D.), shall be released only after successful completion of defect liability period of one year.

16.03 If the contractor firm fails and neglects to observe or perform any of its obligation under the contract it will be lawful for STC to forfeit, at its absolute discretion, the security deposited to STC and further STC reserve the right to arrange the work through any other agency at the risk and cost of the contractor.

16.04 No interest shall be payable on such deposits.

17.0 Force Majeure

For the purpose of this Contract, "Force Majeure" means an 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 fulfill 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 the 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 fulfill 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..

18.0 LIABILITY OF THE CONTRACTOR:-

18.01 The contractor shall provide suitable manpower as per requirement of the work.

18.02 WAGES AND OBLIGATIONS: -

18.02 Contractor shall ensure and will be solely responsible for payment of wages as per statutory provisions like Provident Fund, ESI and Bonus etc. and shall

fully comply with the rules laid under payment of wages act and enforced from time to time. The contractor shall keep up to date account of deployment of labour and payment of their wages etc., which will be produced for inspection to the Engineer-in-charge as and when desired by him. Labour laws, legislations including Labour license from the competent authority under the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall maintain the records as per the Factories Act. 1948

18.03 Contractor shall be solely responsible to obtain and abide by all necessary licenses/permissions from the concerned authorities as required under the various Acts. 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.

18.04 The work / job shall be executed exclusively in accordance with details, instructions as specified by the Engineer-in-charge.

18.05 Contractor shall be bound to discharge obligation as provided under various statutory enactments including Payment of Wages Act. 1936, Minimum Wages Act. 1948, Employees liability Act. 1938, Workmen compensation Act. 1923, The Factories Act. 1948, ESI Act. 1948, PF Act, CPF rules,, Service Tax Rules and any modification thereof and any other law relating thereto and rules made there under from time to time.

18.06 The Contractor shall ensure checking of all relevant records to Labour Inspector, PF Inspector or any other Statuary authority as desired by concerned Officer and submit the report of the same to Engineer In charge.

18.07 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 from the contractor in order to defend such cases.

18.08 INSURANCE: -

It is sole responsibility of the contractor to get his workmen insured under workmen compensation Act & Rules and third party insurance, 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.

18.09 ISSUE OF GATE PASSES TO WORKERS ENGAGED BY CONTRACTOR:-

After award of the contract the successful contractor will furnish the list of Supervisor / labour to be engaged by him indicating their particulars with passport size photo graph to the Engineer-in-charge for arranging gate passes from security officer which are required to be produced for security check before entry into the site premises and to be kept always displayed by them during working hours in JVB.

Contractor shall submit ID proof of each employee duly verified by him. The contractor shall be responsible for any lapses found in the identity related issues. After completion of work the gate passes are to be returned to STC.

#### 19.00 OBLIGATION OF THE CONTRACTOR:-

19.01 All the tools and materials shall be provided by the contractor for manual loading / unloading and transportation of material. One person will be nominated as supervisor by the contractor and supervisor will keep contact with Engineer-in-charge at all time and comply with the instructions as given by the Engineer-in-charge or his authorized representative in relation to execution of work.

19.02 The normal working hours in STC shall be generally from 9.30 AM to 5:30 PM in general shift. However the work may also be carried out beyond office hours with the consent of the Engineer in charge. The contractor shall depute skilled and experienced persons duly approved, who are conversant with the nature of work involved. In case any worker / personnel is found unsuitable by site in charge the same shall be replaced by another suitable person immediately

#### 20.00 TOOLS & TACKLES: -

All required general tools and plants for completing the specified work, shall be provided by the contractor.

#### 21.00 MAINTAINING RECORDS AS PER THE LABOUR LAWS:

21.01 The contractor shall maintain records of labour /workmen employed by him in accordance with the provisions of Labour Laws as provided there under.

21.02 The Contractor shall have to provide mobile phone with incoming & outgoing facility to their Supervisor and during execution of work. The complete details having name of Supervisors with Mobile number is to be given to Engineer In charge before start of work. If any changes in above, same shall be communicated in advance to the Engineer In charge.

21.03 On failure of the contractor in complying with any of the above directions, STC may at its discretion either cancel the contract or impose such penalty as deemed fit, which may be recovered from the security deposit or other claims payable to the contractor against this contract or any other payment due to him and/ or may take legal recourse for such recovery.

21.04 The Contractor will also take proper care for other STC assets nearby to the working place and will also ensure no damage is caused to them.

21.05 The Contractor will also ensure proper fencing/ to cover the openings/dug-out and to put Sign Board [For Dangerous/ Work in Progress] at the place, to avoid any incident before leaving the work under pending

#### 22.00 CONTRACTOR'S RESPONSIBILITY TOWARDS THEFT: -

The contractor will be responsible in case he or his workmen are found committing theft /any ill-legal activities. .The FIR will be lodged with police against the delinquent(s) & concerned contractor & penalty of Rs. 1000/- (Rs. One Thousand Only) will be imposed/ recovered in each case as token penalty. However, in case of more than three such incidents, such contractor will be black listed and no contract shall be awarded to him further & all the existing contracts will be liable to be cancelled.

#### 23.00 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

#### 24.0 LIABILITY FOR DAMAGES: -

24.01 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 without any liability on STC.

24.02 If due to contractor's negligence and/ or non-observance of safety precautions, damage to STC property and personnel's occur, the same will be recovered from the running bill of the contractor or from his security deposit. STC will not be liable at any stage on these accounts.

#### 25.00 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 STC is necessary to protect himself from loss on account of: -

- A. Defective work not remedied or warranty 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 /STC the payment of the amount due to the contractor shall be arranged by the Corporation.

#### 26.00 REGARDING PERSONNEL OF CONTRACTOR: -

26.01 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 is incompetent, or negligent then the contractor shall remove the person so objected by Engineer-in-charge or on notice in writing to the contractor requiring him to do so and shall provide a competent supervisor/person in his place at the contractor's expense for execution of the work.

26.02 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 shall be maintained.

#### 27. 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.

#### 28. 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”.

#### 29.0 TERMINATION OF CONTRACT: -

29 .01 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.

29.02 The contractor shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of intimation failing which the dues shall be recovered from the financial hold of the contractor available with the STC. In case, where the amount of recoveries against the firm/contractor exceeds its financial hold, STC will be at liberty to affect such recoveries out of the financial hold /pending payments of the firm/contractor available with other PSUs /sister companies of STC.

#### **30 .00 Jurisdiction of Courts**

The courts at New Delhi shall have exclusive jurisdiction.

Deputy General Manager (Elect.) STC of India Ltd,  
NewDelhi.

## PRE QUALIFYING REQUIREMENT(PQR)

## Annexure -3

Name of work-Erection, testing, commissioning of existing 08 Nos. Kirloskar make Sump pumps as per NIT Terms (2 Part Bidding) at STC Building Complex, Jawahar Vyapar Bhawan – New Delhi

Only those firms will qualify, who possess the following pre- Qualifying Requirements and shall have to submit the necessary documents verifying their credentials along with Tender document

1. The Bidder should have average annual turnover during last 03 (three) financial years. (FY 2013-14, 2012-13. 2011-12) should be at least Rs. 10 lakhs (Rs Ten lakhs.), for which audited financial statements should be accompanied.

2. The bidder should have experience of Erection, Testing, commissioning/ Installation of sump pumps in any Govt/Semi Govt./PSUs/MNCs during last 07(Seven) years preceding from 31/1/15. It should be either of the following-

- (a) Three similar completed works each costing not less than Rs.8.0 Lacs.
- (b) Two similar completed works each costing not less than Rs. 10.0 Lacs.
- (c) One similar completed works each costing not less than Rs. 16.0 Lacs.

3. Satisfactory performance certificate of the above experience of work Executed should be signed by the officer not below the rank of Superintending Engineer / order placing authority of concerned organization.

4. The bidder should furnish copy of following-

- A. Service tax registration
- B. Provident Fund (PF) registration
- C. ESI Registration
- D. Pan card
- E. TIN number. Note:-

5. Any other document as required in bid documents.

1. The Earnest money of Rs. 40,000=00 and tender fee of Rs. 500=00 is required to be submitted through Demand Draft/ Bankers Cheque and should be accompanied with techno commercial part of the bid.

2. The technical evaluation of the bids shall be done on the basis of above criterions. The Offers of the bidder not fulfilling above conditions fully or partially shall be rejected.

**PRICE BID****Annexure -4**

Price bid for Erection, testing, commissioning of 08 Nos. Kirloskar make Sump pumps as per NIT Terms (2 Part Bidding) at STC Building Complex, Jawahar Vyapar Bhawan – New Delhi

S.no	Description	Unit	Qty	Rate(Rs) per unit	Amount (Rs.)
1	Dismantling of existing old platforms of following sizes:-				
A	Size - 2990mm X 2850mm	Nos.	04		
B	Size 2950mm X 1760mm	Nos.	03		
C	Size 3660mm X 2930mm	Nos.	01		
2	Supply, fabrication and installation of new platforms of following sizes ,with checker plate of minimum 6 mm thick and suitable support of channels of minimum size (6''X3'') for main frame & channels of minimum size (3''X1.5'') for internal connection suitable for Motors/pump capacity of 7.5.kw/1500 rpm.				
A	Size - 2990mm X 2850mm	Nos.	04		
B	Size 2950mm X 1760mm	Nos.	03		
C	Size 3660mm X 2930mm	Nos.	01		
3	Supply, installation, testing and commissioning of control panels of approved make and specification suitable for following capacity mono block pumps, including cabling and associated works.				
A	Mono block pump 5.5.kw/1500 rpm-3 PH I.M.,1450 RPM	Nos.	06		
B	Mono block pump:- 7.5.kw/1500 rpm-3 PH I.M.,1450 RPM	Nos.	02		
4	Supply, installation, testing and commissioning of 100mm sluice valves for existing lines.	Nos.	16		

5	Supply, installation, testing and commissioning of 100mm NRV for existing lines.	Nos.	16		
6	Supply, installation, testing and commissioning of flanges (4" X 15mm thick) for existing lines.	Nos.	32		
7	Supply and fixing of Aluminium ladder for sumps (of length 6 feet) Side 'c' section 65mm X 38mm Steps 65mm X 38mm, nut bolt fitting detachable, solid rubber shoes and caps. .	Nos.	8		
8	<p>Providing and laying integral cement based treatment for waterproofing on <b>horizontal surface</b> at all depth below ground level founder ground structures as directed by Engineer-in-Charge and consisting of : i) 1st layer of 22 mm to 25 mm thick approved and specified rough stone slab over a 25 mm thick base of cement mortar 1:3 (1 cement : 3 coarse sand) mixed with water proofing compound conforming to IS:2645 in the recommended proportion over the levelling course (levelling course to be paid separately). Joints sealed and grouted with cement slurry mixed with water proofing compound. ii) 2nd layer of 25 mm thick cement mortar 1:3 (1 cement: 3 coarse sand) mixed with water proofing compound in recommended proportions. iii) Finishing top with stone aggregate of 10 mm to 12mm nominal size spreading @ 8 cudm/sqm thoroughly embedded in the 2nd layer.</p> <p>22.1.01 Using rough kota stone.</p>	sqm	71.97		
9	Providing and laying integral cement based treatment for waterproofing on the vertical surface by fixing specified stone slab 22 mm to 25 mm thick with cement slurry mixed with water proofing compound conforming to IS:2645 in recommended proportions with A gap of 20 mm (minimum) between stone slabs and the receiving surfaces and filling the	sqm	176.65		

	<p>gaps with neat cement slurry mixed with water proofing compound and finishing the exterior of stone slab with cement mortar 1:3 (1 cement : 3 coarse sand) 20 mm thick with neat cement punning mixed with water proofing compound in recommended proportion complete at all levels and as directed by Engineer-in-charge</p> <p>22.2.1 Using rough Kota stone sqm</p>				
	Grand Total(All inclusive)				

In words Rs.....

**Note:-**

1. The price comparison shall be done on the basis of Grand Total. The bidder is required to quote for the complete work. Bidder quoting for only one part of the above shall not be considered.
2. Prices should be quoted in the above format only.
3. We agree to carry out the works as per the specification at the rates quoted by us.
4. Our offer is valid for 120 days from the date of tender opening.
5. The above rates are firm and service tax shall be extra as per applicable rules
6. The Supply rates should include Excise duty, Cess CST, VAT, Exit tax, Freight up to STC site Delhi, Transit Insurance and all other taxes and duties.

Signature and seal of the bidder

Deputy General Manager (Elect.) STC of India Ltd,  
New Delhi