



## **BID/TENDER DOCUMENT**

**The State Trading Corporation of India Ltd  
(A Govt. of India Enterprise)  
JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG,  
NEW DELHI-110001  
INVITES**

### **Open e-bids under two packet bidding process**

For engagement of Project Management Consultant (PMC) for various capital and Operation& Maintenance works at Delhi.

Website : [www.stclimited.co.in](http://www.stclimited.co.in)

*It is to be noted that bidder shall not disclose any Confidential Information to any third party without STC's prior written consent. All Confidential Information is and shall remain the property of the STC which has supplied it to the Bidder and Bidder shall not use, or permit to be used, any Confidential Information of STC other than in connection with the purpose contemplated by this Tender/EOI/Bid Document. Confidential information shall not be limited to the Tender Documents or any Invitation to offer but covers communications between STC and Bidder/s pertaining to the period starting from bidding process and up to selection of the successful bidder or the period as decided by STC at its sole discretion.*

Contact person for any clarification :

Rajesh (Manager-Elect.) / R K Avasthi (DGM Electrical)

The State Trading Corporation of India Ltd.

1-Tolstoy Marg, Jawahar Vyapar Bhawan, Connaught Place, New Delhi-110001.

Ph -011-2346-2111/2400

E mail [rsingh@stclimited.co.in](mailto:rsingh@stclimited.co.in), [rkavasthi@stclimited.co.in](mailto:rkavasthi@stclimited.co.in)

**Bid Ref : - STC/CO/BLD-E/F01155/2023/D-4040/1**

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**The State Trading Corporation of India Ltd.(A Public Sector Undertaking)**

**NOTICE INVITING E-BIDS**

**Bid Ref:-** STC/CO/BLD-E/F01155/2023/D-4040/1

Bids are invited in two part bidding process **online (e-bidding process)** via open bid process from Central/State Public Sector Undertakings/Enterprises (PSUs/PSEs) Central/State Govt. Departments, Central/State Govt. Autonomous bodies for appointment as Project Management Consultant (PMC) for various Capital and Maintenance works at Delhi.

The bids have to be submitted on-line only.

S.No.	Particular	Details
1	Bid issue, filling and opening site	Govt e market place ( GeM)
2.	Bid floating date	06/09/2023
3.	Estimated cost	-Rs. 9.50 Cr. (approx..) for capital works -Rs. 2.5 Cr. (approx. per year)for revenue works
4.	Date and time of submission of scanned bid documents with all necessary documents on the e-bid portal.(Closing date)	28/09/2023, 14:00 HRS (IST)
5.	Date and time of opening of bid (Technical Bid-Part-1)	28/09/2023, 14:30 HRS (IST)
6	Tender fee	Rs 1180/- including GST
7	Date and time of opening of Price Bid of bid ( Part-II)	Shall be intimated later to the successful bidders in technical bid.
8.	Last date of site visit and clarification seeking date	Up to 5:00 PM on 27/09/2023
9.	Contract person details	R K Avasthi- D.G.M-Electrical , <a href="mailto:rkavasthi@stclimited.co.in">rkavasthi@stclimited.co.in</a> , <a href="tel:8810486631">8810486631</a> Rajesh-(Manager) <a href="mailto:rsingh@stclimited.co.in">rsingh@stclimited.co.in</a> , <a href="tel:9871233042">9871233042</a>

**Note :-**

1. Any Deviation from bid conditions shall result into technical disqualification.
2. If the dates mentioned above happen to be a Holiday in STC, the next working day shall be considered as mentioned date.
3. In case of any discrepancy/difference between the terms and conditions on GeM portal and bid document, the terms and conditions of bid documents will be followed..

### **Instruction for filling the e-bid**

1. Bids are invited in two part bidding process **online (e-bidding process)** via open bid process from Central/State Public Sector Undertakings/Enterprises (PSUs/PSEs) Central/State Govt. Departments, Central/State Govt. Autonomous bodies for appointment as Project Management Consultant (PMC) for various Capital and Maintenance works at Delhi.
2. Bids have to be uploaded on line only via <https://gem.gov.in> . No bids shall be accepted in hard copy or any other form.
3. For submission of e bids, bidders are required to get them registered with Government e market place. All the details mentioned during registration / enrolment process must be correct and true. Bidders have to abide by all the terms and conditions mentioned during registration process.
4. The bidders are required to upload soft copies of all relevant documents.
5. Bidders are advised in their own interest to upload the on line bids well before the bid document submission end date and time (as per server system clock of GeM). STC shall not be responsible for any delay or the difficulties encountered during submission of bids at the eleventh hour due to any technical or other problems.
6. For any queries relating to the process of online bid submission or queries relating to Procurement Portal (<https://gem.gov.in>), the bidders may contact GeM Portal Helpdesk Nos as provided on portal.
7. Bidders may regularly visit STC website for any information / clarification / addendum / corrigendum etc. related to this bid, processing of bids received, award of job, pre bid meet decisions etc. STC shall not be liable to send any individual information or publish a public notice for any further information regarding this bid in newspapers.
8. Portal for Online Submission <https://gem.gov.in>
9. Scanned copy of all the documents as required for bid submission have to be uploaded online only.
10. A bidder may modify, substitute or withdraw its e-bid after submission before

the last date and time of bid submission. No bids shall be modified, substituted or withdrawn by the bidder on or after the last date and time of bid submission. For modification of e-bids, bidder has to detach its old proposal from e-bidding portal and upload/resubmit digitally signed modified bid.

11. STC may ask the bidders to submit/Show any or all the documents in original as part of their online bid anytime during the bid process.
12. It shall be the bidder's responsibility to ensure that adequate documentary proof is provided in the bid for each of the technical evaluation criteria. Bidder has to satisfy STC for ensuring sufficiency of documents necessary for tender evaluation at his cost if so desired by STC.
13. The bid document available on GeM portal shall be taken as final. STC reserve the right to take the decision only on the basis of the available documents on online portal however STC also reserves the right to ask for more document as "Clarification/supporting" for verification of the uploaded documents for a rational and comprehensive decision of bid evaluation, if deemed fit. Decision of STC will be final and binding in this regard.
14. Bidder must ensure to adopt all financial transaction through online mode only for this project. Accounts details of STC for this purpose are as below

Name of the Bank	State Bank of India
Branch address	Oversees Branch, Jawahar Vyapar Bhawan, 7,8&9 <sup>th</sup> floor, Tolstoy Marg, Connaught Place, New Delhi-01
Account No.	40302127653
IFS code	SBIN0004803

### **Definitions**

1. "Application" shall mean the request submitted by interested bidders for obtaining the bid document against the tender notice inviting bid.
2. 'Bid document or the tender document shall mean the documents (including notice inviting tender-NIT) issued by STC in respect to the bidding to the prospective bidder and the corresponding document submitted by the bidder under his application /"Bid".
3. "Bid Validity" shall mean the period for which the Bids shall remain valid.
4. "Bidder" shall mean the party/firm/agency participating in the Bidding process pursuant to and in accordance with the terms of this document.
5. "Contract" shall mean the agreement to be signed between the successful bidder and the nominee of the competent authority on behalf of STC.
6. "Contract Price" shall mean the financial bid of the successful bidder as accepted by the STC.
7. "Date of commencement of work" shall mean the date of start as communicated by the Letter of work order.
8. "Defects Liability Period/Maintenance Period" means the period after completion of the contract during which the STC or its 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.
9. "Tender Evaluation Committee (TEC)" shall mean the committee constituted by STC for the technical evaluation of the bids and opening of Price Bids of those bidders found technically qualified, thereafter.
10. "Letter of Award/Notification of Award" shall mean the letter issued by the STC to the successful bidder inviting him to sign the agreement.
11. 'STC' shall mean The State Trading Corporation of India Limited having its registered office at Jawahar Vyapar Bhawan, 1-Tolstoy Marg Connaught Place, Delhi.

12. "The Contractor" shall mean the firm or company/organization, undertaking the works as Project Management Consultant (PMC) and shall include the legal representative or such successors, heirs, administrators or official assignees of such sole proprietor, partnership or company, as the case may be.
13. Engineer-in-charge shall mean the officer designated by STC who shall supervise and who shall be in charge of the work, and issue necessary instructions at the site, on behalf of STC.
15. "Work" means Works of Supply, Installation, Testing and Commissioning of various Capital and Operation/Maintenance (O&M) items/system after dismantling of existing items/system or O&M works at Delhi as per bid document.
16. "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.
17. "Successful Bidder" shall mean the bidder who has been declared technically qualified and whose bid has been accepted by competent authority of STC. The successful bidder has to sign the agreement.
18. "Scheduled Banks" mean Scheduled Commercial Banks of Govt. of India.
19. Order placing authority means: - The officer who is issuing or Placing detailed work order to the contractor.
20. Bill of quantities (B.O.Q.) : - Shall mean the Part of the bid document, wherein PMC charges in percentage terms has to be quoted by the bidder online, same as Price bid or Financial Bid.
21. SITC- Supply, installation, Testing and Commissioning.
22. Executing agency: - Shall mean the agency/firm executing the works after being awarded the works from PMC.

### **Tender Evaluation Criteria (TEC)**

**NAME OF WORK:-** Engagement of Project Management Consultant (PMC) for the Works of Supply, Installation, Testing and Commissioning of various Capital items/system and Maintenance of various existing system at Delhi as per bid document.

Bids are invited only from Central/State Public Sector Undertakings/Enterprises (PSUs/PSEs), Central/State Govt. Departments, Central/State Govt. Autonomous bodies or their wholly owned subsidiaries who possesses the following minimum pre-qualifying requirements. The prospective bidders have to upload self-attested documents in PDF format in support of their qualification.

**In case of any discrepancy/difference between the terms and conditions on GeM portal and bid document, the terms and conditions of bid documents will be followed.**

1. Experience of having successfully worked as Project Management Consultant (PMC) for Engineering projects having design, procurement and Execution of Civil, Electrical/ Mechanical Engineering during last 10 years, taking cutoff date as 31.08.2023 for this purpose. Completion Certificate should be uploaded for the verification purpose.
2. The bidder should have executed PMC projects totaling the value of minimum Rs. 500 Crore during the last 10 years. Completion Certificate should be uploaded for the verification purpose.
3. Bidder should have minimum 1 Years' experience in facility Management in a office/Building including operation and maintenance of Electrical/ Mechanical and Civil infrastructure etc. during any year in last 5 years taking cutoff date as 31.08.2023 for this purpose, having executed cost of minimum Rs. 1.60 Cr. per year. Completion Certificate for the verification purpose should be uploaded.
4. The bidders should be financially capable for execution of the work as per NIT specifications.
  - a) For this purpose, the bidder should be profitable during last three financial years (FY 2021-22, 2020-21, 2019-20).
  - b) Average Annual profit during for the years mentioned above should be



minimum 20 Cr .

- c) Average annual turnover in last 3 financial years as above should be minimum Rs. 350 Cr.

For the verification purpose, financial statement i:e Profit & Loss account (P & L) sheet and Balance sheets for above Years must be uploaded. These financial statements must be audited by Chartered Accountant.

5. For organizations fully owned by Central Govt./State Govt. etc. need to submit a Declaration regarding Financial Statement as per bid document, who do not possess financial statement i:e Profit & Loss account (P & L) sheet and Balance sheets , however they will have to submit works experienced as mentioned above.
6. Bidder must upload the scanned copy of deposition of tender fee, Bid security declaration form, GST no. ,PAN No.
7. The bidder has to upload signed and scanned bid document as a token of unconditional acceptance of bid document.

Note:-

1. The technical evaluation of the bids shall be done on the basis of above criteria. Further the bidder should also follow other terms of the tender documents.
2. Bidder should be in a position to produce the original certificate, if required. The bidder will be liable for verification of the documents, if fails, STC reserve the right the reject the bid at any stage.

## AGREEMENT

(To be executed on the stamp paper as per Delhi Stamp act)

This agreement is made on the \_\_\_ day of \_\_\_\_\_, Two thousand .....Between The State Trading Corporation of India Ltd., the Company incorporated under Companies Act, 1956, having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001 (hereinafter referred to as the “**STC**”, which expression shall unless it be repugnant to the context be deemed to mean and include its successors and assigns) on the one part and M/s ..... a Central/State Public Sector Undertakings/Enterprises (PSUs/PSEs), Central/State Govt. Departments, Central/State Govt. Autonomous bodies or their wholly owned subsidiaries (hereinafter referred to as the “**Contractor**”, which expression shall unless be repugnant to the context be deemed to mean and include its successors and assigns) wherever mentioned as per terms of the bid document and annexure(s) including general conditions and where STC desires certain works to be executed by the contractor viz. “ \_\_\_\_\_

\_\_\_\_\_” in considerations of the \_\_\_ % of executed cost of the work (including all cost, taxes and duties) and subject to such terms and conditions as set out in the bid documents (Bid No. \_\_\_\_\_ dated \_\_\_\_\_) which shall form part of the contract.

And where in consideration of the payments to be made by the STC as per terms of the bid document and annexure(s) including general conditions, the contractor hereby agrees with the STC in furtherance of the bid document and annexure(s) including general conditions, to perform the work of Project Management Consultant for the for the Works of Supply, Installation, Testing and Commissioning of various Capital items/system and Operation & Maintenance of various existing system at Delhi as per bid document and all other allied works, in conformity with the provisions of this agreement.

And where the STC as per terms of the bid document and annexure(s) including General conditions, agrees to pay the contractor in consideration of the performance of the works.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

That the terms and conditions in the bid documents ( Annexure-A) and award letter

(Annexure-B) No. \_\_\_\_\_ dated \_\_\_\_\_ shall form integral part of the agreement and all the terms and conditions of Bid Documents/ Award letter shall be deemed to be the terms and conditions of this agreement.

For the sake of brevity the same are not reproduced herein and are placed as annexure- A and Annexure – B of this agreement and shall be binding on both the parties.

This agreement shall be binding upon and inure to the benefits of the parties and their respective successors and permitted assigns.

ACCEPTED AND AGREED as of the first date above written by the following authorized party / representatives.

Signature of the Contractor

Signature of the representative of STC

Name:

Name:

Designation:

Designation:

In the presence of

Signature

Signature

Name:

Name:

Designation

Designation:

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

**(On Bidders Letter head)**

Bid Security Declaration Form

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To ,  
The DGM( Elect.),  
The State Trading Corporation of India Limited,  
1, Tolstoy Marg, New Delhi-110001.

I/We, the undersigned declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We
  - a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
  - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the

expiration of the validity of my/our Bid.

Signed:

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Date on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**DECLARATION REGARDING FINANCIAL STATEMENT**  
**( Applicable only for Central/State Govt Departments who do not possess financial statement)**

(On Bidders Letter head)

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,  
The DGM( Elect.),  
The State Trading Corporation of India Limited,  
1, Tolstoy Marg, New Delhi-110001.

I/We, the undersigned declare that:-

- 1 Our organization is fully controlled/run/operated by Central Govt./State Govt. only.
2. We do not possess financial statement i:e Profit & Loss account (P & L) sheet and Balance sheets .
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year including disqualification from this bid also, from the date of notification if this declaration is found false.

Signed:

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (.....\_)

Duly authorized to sign the bid for and on behalf of

(.....)

(Insert date of signing)

Corporate Seal (where appropriate)

## **General Conditions of Contract**

### **Section "A"**

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

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

#### 1.0 PREPARATION OF BID:-

1.01 Before submission of the bid, the Bidders are requested to have themselves fully conversant with the Tender Evaluation Criteria "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. Opinion of STC will be final and binding in this regard. They should visit the site for seeing the actual working conditions and the nature of work.

1.02. Only those Central/State Public Sector Undertakings/Enterprises (PSUs/PSEs), Central/State Govt. Departments, Central/State Govt. Autonomous bodies or wholly owned subsidiaries need to submit bids who meet the Tender evaluation criteria and other terms of the bid documents and who can submit satisfactory evidence in that regard.

The Corporation reserves the right to revise, amend or cancel the bid documents prior to the date notified for closing to the bids & also the right to postpone the date for presentation and opening of bid without assigning any reason.

If the Bidder deliberately furnishes wrong information in his bid, the bid would be liable to be rejected out rightly at any stage.

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

Bids containing any alterations/cuttings/marks of eraser etc even if accompanied by signature shall be liable to be rejected on such grounds.

Successful L-1 (First Lowest) bidder shall be decided on the basis of PMC charges quoted on %age basis, in the price bids section.

Bids submitted by courier/post / manual submission shall be rejected. Only electronic submission –online is accepted.

Part Bid submissions shall be rejected.

The bid is to be furnished in two parts i.e. PART-I (Techno-commercial bid or technical Bid) & PART-II (Price Bid); All the bid document digitally signed accompanied by documents in support of tender evaluation criteria / bid enquiry. Price bid section (Part II) has also to be uploaded in PDF format on e-mode only in separate folder (online). No other document has to be attached with Price bid.

The Part-I i.e. Techno-commercial Bid (also called Technical Bid) will be opened on the scheduled date and time online.

The bidder who's Part-I (Techno-Commercial bid) bids have been found acceptable, shall be intimated via e-procurement portal for opening of price bid opening.

Intimation regarding date, time of opening of price bid shall be intimated online to the technically qualified bidders.

STC reserves 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 the work without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligations to inform the affected bidder or bidders of the grounds for STC's action.

STC reserves the right to nominate or replace the Engineer in charge during the currency of contract period or during the bid process.

No alteration is to be made by the bidder in Notice inviting tender,



instructions to the Contractors, in the contract form, in the conditions of contract, in the drawings, in specifications or in quantities, and if any such alterations are made or any special conditions are attached, the tender/contract is liable to be rejected/terminated and the contractor will be debarred from STC for 2 years for any business.

## 2.0 **Earnest Money deposit (EMD), Cost of bid document:-**

Before submitting the bid, the Bidder shall have to deposit Bid declaration form as per the format mentioned in the tender document .Tender document fee has to be deposited, online prior to closing time of bid. The details of the same have to be uploaded with tender document.

Any bid not accompanied with Bid declaration form or cost of bid document is liable to be rejected unless they are exempted under any notification / rule Bid document fee is non- refundable.

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

Participation in the bid process without cost of bid document and Bid declaration form shall be permitted only for those firms who are exempted/ notified via any statutory/ Govt. body. Those firms should deposit the concerned notice /document/Certificate showing exemption, along with the bid submission. Preferential purchase policy 2012, as declared by the Central Govt. regarding MSMEs / NSIC /SME shall be followed.

The bidder shall treat the details of specification and other bid documents as private and confidential and they shall not be reproduced anywhere without the written authorization of the Corporation.

## 3.0 **VALIDITY OF BID:-**

The bid shall remain valid for 90 days which will be reckoned from the date of opening of technical bid. Bids once opened cannot be withdrawn by the bidder at any stage. Bidders mentioning a shorter validity period than specified are liable to be rejected. In case validity period is not stated it will

be presumed that the bid is valid for 90 days without obtaining any confirmation from the bidder.

4.0 **CANVASSING:** -

No Bidder shall canvas any official/Officer with respect to his or other bid. Contravention of the condition will result in rejection of the bid.

5.0 **INSPECTION OF SITE**

Any site information given in this document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at his/their cost at his/their own responsibility. Bidder is advised to obtain relevant information that may be considered necessary for preparing / participating in the Bid enquiry and entering into a Contract with STC, including availability of electricity, water and drainage or any other parameter which may be an integral part for the successful completion of the work. The bidder is free to raise any clarification /doubts regarding scope of work/ scope of supply etc prior to last date of seeking clarification “as per tender terms”. STC shall not be liable for any costs for such activities performed by bidder

6.0 **ENTRIES**

All the entries in the tender documents must be in English. Any tender in whom there is over writing or marks of erasure is liable to be rejected. Tender containing any alterations/cuttings/marks of erasers etc. even if accompanied by signatures shall be liable to be rejected on such grounds. Price Bid to be filled up in figure and words for rate and amount of each item.

7.0 **ETHICS**

STC requires that the Bidders observe the highest standard of ethics during the bidding process. In pursuit of this policy, the following are defined:

- (a) **Corrupt Practice:** The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (b) **Fraudulent Practice:** A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (c) **Collusive Practice:** A scheme of arrangement between two or more

bidders, with or without the knowledge of STC, designed to establish bid prices at artificial, cartel formation, non-competitive levels.

- (d) **Coercive Practice:** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

STC will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, cartel formation or coercive practices in competing for the Contract in question.

#### 8.0 **Price Bid /Bill of quantities(B.O.Q.) /Financial Bid**

Before quoting in the Price bid section, it will be assumed that the bidder has understood all the terms and condition of the contract and site conditions without any ambiguity. The work has to be carried out on as is where is basis. The bidder will be solely responsible for the quoted rates. The decision of L-1(First Lowest Bidder) – L o w e s t P M C c h a r g e s will be the criteria for the award of the work after price bid opening.

## GENERAL CONDITIONS OF CONTRACTS

### SECTION – B

**1.0** The bidder shall be deemed to have carefully examined & made himself/herself fully conversant with the general conditions, specifications, schedules, scope of work and site conditions etc. before submitting the bid. If he/she has any doubt as to the meaning of any portion of the general and special conditions of bid specifications or about any point regarding site conditions, he/she may seek necessary clarification in writing, before submitting his offer/bid latest before one day from the date of closing of the bid. Interpretation of STC will be final and binding to the bidder at later stage.

#### **2.0 CONTRACT DOCUMENT AND AGREEMENT:-**

The order placed under these specifications shall be governed by terms and conditions as incorporated in this tender document specifications and as given in the 'Work order' and it's 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 latter shall prevail. The contract shall for all purpose be construed according to the laws of India and subject to jurisdiction of courts of New Delhi only. For the due fulfilment of the contract, the contractor shall execute an agreement in duplicate in the prescribed format (attached in the bid document) on non-judicial stamp paper worth **Rs. 100/-** (or as per existing Delhi Stamp act, Purchased on the name of "The State Trading Corporation of India Limited" by the contractor whichever is higher ). Such agreement shall be executed & signed by the authorized representative of competent authority of the contractor on each page thereof. The original copy is to be executed on the non-judicial stamp paper. The remaining copy may be executed on simple paper. Such complete agreement along with the contract documents shall be required to be submitted to the order placing authority within a period of 15 days from the dispatch date of the order from this office. No payment to the contractor shall be released by STC without execution of the agreement. One copy of the accepted agreement duly signed by order placing authority shall be given to the contractor for his reference.

The contract documents shall include the followings:-

- (i) Contract agreement.

- (ii) Work Order and its annexure.
- (iii) NIT and bid document

All the charges in respect of execution of the contract agreement shall be borne by the contractor.

### **3.0 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-Elect., STC of India Ltd. New Delhi.

### **4.0 CHANGE OF NAME OF BIDDER:-**

At any stage after bidding, the order placing authority shall deal with bidder only in the name and at the address under which he has submitted the bid. All the liabilities / responsibilities for due execution of the contract shall be that of the bidder. Under no circumstances he shall be relieved of any obligations under the contract. The order placing authority may however, at its discretion deal with the agent / representatives / sister concern and such dealing shall not relieve the contractor from his responsibilities / obligations / liabilities to the STC of India Ltd. 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 STC of India Ltd. may get the portion of work or whole piece of work, not executed by the contractor or done in violation of the contract; get it executed from elsewhere at the risk and cost of the contractor. In such condition, security deposit of the contractor will be forfeited.

### **5.0 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:-**

The successful bidder shall have to deposit a PBG @ 3% of the contract value per year basis, within 15(Fifteen days) after award of work. In case of non-deposition of security deposit as mentioned, STC reserves the right to cancel the bid. Further such contractor will be debarred for business for 2 yrs. STC reserves the right to recover the cost of publication of advertisement from any other deposits of the debarred firm. In case the value of the contract is revised, the bidder will have to submit PBG for

revised amount of contract on per year basis.

Unless otherwise specifically required to be retained / forfeited by STC of India Ltd. in part or full, the security deposit shall be refundable on the request of the contractor after one year of completion of the entire contract to the satisfaction of The STC of India Ltd. and on submission all statutory compliances as required under this contract.

If the contractor fails and neglects to observe or perform any of the obligation/ conditions under the contract it will be lawful for the STC of India Ltd. to forfeit either in whole or in part, at its absolute discretion, the security deposit and/or other dues to STC of India Ltd., furnished by the contractor.

No interest shall be payable on such security deposit.

#### **6.0 INTERPRETATION OF CONTRACT: -**

The contract shall in all respect be deemed to be and shall be construed and interpreted in accordance with the laws on India.

#### **7.0 ACCEPTANCE OF THE ORDER:-**

The acceptance of the work order should be conveyed to the order placing authority by the bidder, within 07 days of receipt of the order failing which it will be presumed that the work order awarded has been accepted by the contractor.

If the contractor fails and neglects to observe or perform any of the obligation/conditions under the contract it will be lawful for the STC of India Ltd. to forfeit either in whole or in part, at its absolute discretion, the security deposit and/or other dues to STC of India Ltd., furnished by the contractor.

No interest shall be payable on such security deposit.

#### **8.0 FORCE MAJEURE CONDITIONS:-**

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 STC or the contractor, claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes STC/contractor'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 STC/contractor invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

The party who 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 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 is 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.

Notwithstanding the above, 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.

#### **9.0 TIMING FOR CARRYING OUT WORK:-**

The normal working hours in Jawahar Vyapar Bhawan (JVB) shall be generally from 9.00 AM to 8.00 PM or as prescribed by the Engineer In-charge, in general shift. However, the work may also be required to be done in one or more shifts/round the clock/night hours as per requirement to meet the dead line of time, or as per direction of Engineer in charge.

PMC will have to ensure that normal functioning of the offices in the building should not get disturbed due to his ongoing work. Accordingly works during night hours may also be allowed/ instructed by the STC, as decided by the Engineer in charge, without any extra cost to STC.

It may be noted that one of our owner of the building operated 7 days a week and till 8 PM, to which PMC and the executing agency will have to co-operate with such occupants of JVB without any extra cost to STC.

#### **10.0 REMOVAL OF PERSON:-**

The Engineer-in-charge may require the PMC to remove any person or persons from site of the work under the PMC/executing agency employment who have been found to be incompetent or has done any act of misconduct and the PMC shall forthwith comply with such requirement/instructions.

#### **11. Change in PMC Address and Change of Authorized Representative During the Execution Period:-**

Any notice under the Contract shall be deemed to have been served to the successful bidder if served upon his authorized officer or sent by registered letter or through authorized e-mail. PMC will be bound to intimate STC about the change in his corresponding address immediately if happens. Also, the PMC is advised to not to change his authorized representative during the contract period, without prior consent of the STC or unless not intended by STC. If the need to change the authorized representative arises due to site condition during the execution of the works, PMC will have to submit the reasons prior to taking such action. The PMC shall have to provide mobile phone with incoming & outgoing facility to their Supervisor 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.

In case the PMC does not provide supervisor to meet the requirement of contract at work site a deduction as a penalty at the rate of Rs. 1000/- per day shall be made for the period in which PMC becomes defaulter to the maximum limit of 2% of the contract value.

#### **12. TOOLS & TACKLES, CONSUMABLES, EQUIPMENT:-**

All required general tools, tackles, consumables equipment for carrying out the works shall be arranged by PMC/executing agency at his own cost. Any damage to



the STC of India Ltd shall be recovered from the PMC.

**13. PMC'S RESPONSIBILITY:-**

- (a) Supervision and control of the work /job will be PMC's responsibility.
- (b) PMC shall be responsible to obtain and abide by all necessary licenses / permissions from the concerned authorities as required under the various Labour laws, legislations including Labour license from the competent authority, if any required, under this contract,
- (c) Supervision, control and regulation of condition of the workmen engaged by the Executing agency shall be the responsibility of PMC and STC of India Ltd. will have no direct connection with the workers of the Executing agency.
- (d) PMC shall ensure checking of all relevant records to, Labour Inspector, PF Inspector or any other statutory authority as desired by concerned Officer and submit the report of the same to Engineer In charge at No cost to STC.
- (e) The PMC/executing agency shall remove all Tools and Tackles (T&T) and material from Site after completion of work and same shall be deposited in store etc. The scrap material shall be the property of the PMC. The work area under the contract shall remain always clean at any time during the contract period. The PMC/executing agency will arrange necessary Tools and Tackles and labour for cleaning of work area and equipment etc. as per direction of Engineer In charge with no cost to STC.

**14. Non-compliance of contractual terms:-**

On failure of the PMC/executing agency in complying with any of the directions in the bid document/ Award of work/Contract, the STC of India Ltd. may at its discretion either cancel the contract or impose such penalty as per tender terms or as deemed fit if not described in tender document specifically, which may be recovered from the security deposit or other amount payable to the contractor against this contract or any other payment due to him and/ or may take legal recourse for such recovery. The decision of the Deputy General Manager shall be final and binding on the contractor.

The PMC/executing agency will also take proper care for other equipment /offices nearby to the working place and will also ensure no damage is caused to them. The PMC/executing agency 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 pending work.

**15. PMC'S RESPONSIBILITY TOWARDS THEFT: -**

The PMC will be responsible in case workmen deployed by executing agency are found committing theft. An FIR will be lodged with Police against the delinquent(s) & concerned executing agency & penalty of Rs. 5000/- (Rs. Five Thousand Only) will be imposed/ recovered in each case as token penalty beside the recovery. However, for such incident, PMC will be asked to black list the executing agency and no work should be awarded to executing agency for a further period of three years & all the existing contracts will be liable to be cancelled provided. In such cases it is always open for the STC to forfeit the security deposit of the PMC and also any other dues towards the PMC/executing agency and also the lien over any equipment/movable property and other valuable belongings of the PMC/executing agency or delinquent employee. The release of the same, if any shall depend upon the investigation of the police authority, such release however shall be subject to other dues of the PMC/executing agency as well as the normal wear and tear and depreciation rules.

**16. MEDICAL CHECKS UP & CARE:-**

The PMC/executing agency shall be fully responsible for providing safety equipment, First Aid and emergency medical treatment to the engaged manpower. The PMC/executing agency shall make necessary arrangement for this purpose.

**17. SAFETY DEVICES, SAFETY CODE, LABOUR CAMPS SANITARY ARRANGEMENTS:-**

The PMC shall follow the Safety Code and Model Rules for the Protection of health and sanitary arrangement for workers as prescribed by the CPWD as regard to safety code and first aid facilities. PMC shall be fully responsible for safety of his workers and in case of any accident/mishap the entire responsibility shall be on the PMC.

**18. CO-ORDINATION:-**

The PMC shall co-ordinate and co-operate with all other agencies appointed by the PMC as well as with STC and occupants of Jawahar Vyapar Bhawan so that the work shall proceed smoothly with least possible delay and to the satisfaction of the STC. Work shall be carried out in such a manner that the work of other agencies operating at the site is not

hampered due to any action of the PMC/executing agency. The site will be provided to PMC on 'As is where is basis'.

Proper co-ordination with other agencies will be contractor's responsibility however STC will cooperate to the maximum extent for the coordination for availability of the front. In case of any dispute, the decision of STC shall be final and binding on the PMC.

**19. ENGINEER IN CHARGE: -**

Deputy General Manager–Elect. /GAD, STC of India Ltd. New Delhi is the Engineer in charge of this contract. He will supervise the works and will issue instructions at site from time to time and his authorized representative Manager/s.

**20. DISPUTES: -**

In case of any dispute, the matter shall be referred to the Director (P)/CMD/COMSO (Committee of Management & Senior Officials), STC of India Ltd, New Delhi and the decision given shall be final on both the Parties.

**21. ARBITRATION:-**

In the event of any dispute or differences relating to interpretation and application of the provisions of this contract between the parties, such dispute or differences shall be taken up by either of the party for resolution through AMRCD as mentioned in DPE (Department of Public Enterprises, Govt. of India) O.M. dated 22/05/2018.

**22. OTHERS: -**

(a) Domestic LPG Gas cylinder shall not be allowed in the Jawahar Vyapar Bhawan for any cutting and welding works.

(b) WATER & POWER FOR INSTALLATION :

STC shall provide power & water at one point for the proper execution of the work free of cost under normal circumstances. In case STC is not in a position to supply the water and/or power, the PMC/Executing agency will make his own arrangement so that the work does not suffer. However, no claim of the PMC/Executing agency whatsoever shall be entertained by STC on this account.

(c) Disposal shall be done as per hazardous waste management rule under the mandates of applicable law. In case the site is not cleared immediately and final disposal of waste is not done within one-week period then a penalty of Rs. 1000/- per

day may be imposed.

- (d) The PMC/Executing agency shall have to remove all waste/scrap/debris melba and other unwanted material from site of work before handing over the installation to the STC. The work shall not be treated as complete in all respects unless these requirements are fulfilled by PMC/Executing agency. In the event of PMC/Executing agency failing to do so, the STC shall have right to get the site cleared at PMC/Executing agency's cost.

**23. TERMINATION: -**

- (a) Penal termination of contract: -

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy of STC under the contract or otherwise, including right of STC for compensation for delay, the Engineer-in-charge may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed may by intimation in writing, absolutely determine the contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of action under this clause of the contract:

- 1) Failure to provide at the job site, sufficient labour, material, equipment, machinery, and/or facilities required for the proper and/or due execution of the work or any part thereof;
- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of the Site Engineer and/or Engineer-in-charge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- 5) Abandonment of the works or any part thereof.
- 6) Failure to execute the contract according to the terms of the Contract.
- 7) If the contractor is incapable of carrying out the work.

- 8) If the contractor misconducts in any manner.
- 9) If there is any change in the constitution of the contractor or in the circumstances or organization of the contractor, which is detrimental to the interests of STC.
- 10) Dissolution of the contractor or winding up (whether voluntary or compulsory) of the contractor (if a company) or appointment of a receiver or Manager or any other professional under the applicable laws any of the contractor's assets and/or insolvency of the contractor.
- 11) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- 12) Distress, execution, or other legal process being levied on or upon any of the contractor's goods and/or assets.
- 13) If the contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuitous act royalty, commission, gratification, or other inducement (whether money or in any other form) to any employee or agent to STC.
- 14) If the contractor removes, assigns, or attempt to assign his interest or any part thereof in the contract.
- 15) In case of violation of terms and conditions of the tender, violation of any statutory regulations, local laws etc. STC shall reserve the right to terminate the contract.
- 16) If the Bidder deliberately gives wrong information in his tender, In such cases in addition to termination of contract the deposited dues with STC shall be forfeited by the Corporation.

The decision of the Deputy General Manager (Electrical), STC as to whether any of the events/contingencies mentioned in aforesaid clauses entitling STC to terminate the contract has occurred shall be final and binding upon the contractor. However, before termination of the contract, a notice with a time period of reply of 7 days or as deemed fit by STC, will be served to the contractor informing the termination action. The reason for the termination stated in the notice of termination shall be final and binding upon the contractor and shall be non-arbitral. The jobs left however by the contractor shall be got

done at his risk and cost through the other agencies and the contract shall be determined accordingly.

**(b) Voluntary termination of contract by STC: -**

In unforeseen circumstances or in the event of Force Majeure including but not restricted to Any Natural Calamity, Closure, or Structural Changes of the STC, STC reserves the right to terminate the contract with a notice period of 30 days without any claim against the non-executed work or for the undelivered material at site, Recovery or damages of any nature or any other dues including any interest thereupon, and without any risk and liability on each other.

Such Decision of STC will be final and binding upon the Contractor and without any recourse in any manner to STC.

The date of termination of contract will be deemed as the final day of the period of contract.

**24. RECOVERY AGAINST THE CONTRACTOR:-**

If due to any default by the contractor, recovery arises against the contractor, 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 securities and financial hold of the contractor including any amount owed to contractor available with the STC of India Ltd. In case, where the amount of recoveries against the contractor exceeds its financial hold, securities and payable/due of the contract including its financial hold with STC, the STC of India Ltd. will be at liberty to effect such recoveries out of the such securities and payables due of the contractor including its other financial hold and future receivables towards pending payments of the contractor available with other PSUs or through legal course of action.

**25. THE INDEMNITY CLAUSE:-**

- a. The contractor will indemnify STC of all legal/other obligations of the professional / employees deployed for STC work.
- b. STC also shall stand absolved of any liability on account of fraud or breach of trust.

- c. STC shall also be indemnified from any act or from any factual concealment causing thereby damage or any legal proceedings against STC by any third party or contractor's deployed employees.
- d. The contractor shall also undertake to keep STC harmless and indemnified from any loss or costs resultant from any decree/award/orders/directions/penalties obtained/enforced against the STC or implicating STC as a liable body/entity/person for such enforcement or making such decree/award/direction/orders/penalties effective. Also, the STC shall be indemnified from any consequential act taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for on behalf of contractor, to the extent of cost/legal expenses/interest imposed upon.
- e. The contractor shall indemnify and compensate STC, if the STC as principal employer under the contract Labour (Regulation & Abolition) Act, 1970 becomes liable to assume any liability towards the work force engaged by the contractor. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable into.
- f. 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.
- g. The Contractor shall at all times indemnify and keep indemnified STC against any and all claims by Employees, Workman, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- h. All claims regarding indemnity shall survive the termination or expiry of the Contract and shall be recoverable from Security Deposit in addition to any other means. The quantum of indemnification shall be finalized by STC and be binding upon the contractor.

**26. JURISDICTION OF COURTS:-**

The agreement will be governed by the laws of India and within the framework of applicable legislation and enactment made from time to time. All the legal disputes between STC and the contractor shall be governed by the courts/tribunals/forums situated in Delhi and shall have the exclusive jurisdiction, to entertain such disputes.

**27. SUCCESSOR AND ASSIGNS:-**

This agreement shall be binding upon and inure to the benefits of the parties and their respective successors and permitted assigns.



## **FINANCIAL & OTHER TERMS**

1. The decision of L1 (First Lowest) in this tender shall be taken on the basis of the quoted PMC charges in percentage term.

### **2. APPROVAL OF MATERIALS:**

All materials articles and workmanship shall be subject to the approval of the Engineer-in-charge and PMC jointly.

- (a) If on test, any portion of the work, or their accessories are found to be defective or not fulfilling the intent or the meaning of the specifications, the same shall be replaced with a new one OR be repaired or rectified either during or after the completion of the work but before the expiry of defect liability period to the entire satisfaction of STC, at no cost to STC.
- (b) In case the contractor fail to remove the defects, within 7 days, STC reserves the right to take necessary remedial measures through other Firm/ company and all expenses thus incurred would be recovered from the contractor.

### **3. DEPLOYMENT OF TECHNICAL & OTHER STAFF:**

The PMC shall deploy sufficient number of qualified personnel as Project/Maintenance Engineer having at least graduation degree in engineering and three years' prior experience in related work for the execution of the work to the satisfaction of engineering in charge of STC.

PMC agency is advised to visit the site before any decision in this regard.

The Engineers will be stationed in JVB to supervise all activities of the works and coordinate with STC and occupants of JVB as per requirement of the works to ensure proper progress of the project at all times. The Project Engineer will be the single contact point between STC and PMC. STC will provide lockable office space only, with proper illumination, air-conditioning facility with other usual office furniture.

### **4. CERTIFICATION OF COMPLETION:**

The work shall not be considered as completed until the Engineer-in-charge has certified in writing that the works have been practically completed and has been taken over by STC .The defect liability period of 12 months shall commence from the date of taking over of system by STC. During the defect liability period the PMC will attend all defects/faults by replacing or repairing the system/its

components to the satisfaction of engineering in-charge, STC at no cost to STC. Partial completion certificate will not be issued.

It is also added here that STC will hand over the same back to the PMC for taking care even during defect liability period instantly . Further Operation & maintenance thereafter will be taken by PMC (during DPL and thereafter).

#### **5. TIME EXTENSION FOR CONTRACT:**

If in the opinion of the Engineer-in-charge the works is delayed by:

- (a) Force majeure
- (b) Reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades;
- (c) In consequence of the PMC for not having received in due time necessary instructions from the Engineer-in-charge for which he shall have specifically applied in writing.
- (d) If STC fails in making the front available to the contractor for execution of the work, due to site conditions. PMC will intimate Engineer in charge whenever such situation occurs. The same will be examined by STC rationally as per conditions of site and immediate efforts would be taken up to make available the working front. However, Decision of Engineer in charge will be final and binding to the PMC in concluding the opinion regarding availability or non-availability of front / space to work.
- (e) If Engineering in charge considers that pending work is utmost urgent and cannot be put off.

Request for rescheduling of date of completion and extension of time, to be eligible for consideration, shall be made by the PMC in writing immediately after the happenings of the event causing delay. The PMC may also, if practicable, indicate in such a request the period for which extension is desired.

The PMC shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works

In such case, the Engineer-in-charge may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the PMC by the Engineer-in-charge in writing within 15 days of receipt of such a request.

Time extension shall be sole prerogative of Engineer in charge and no claim of PMC shall be entertained if time extension is not granted.

STC reserve the right for the compensation for delay if the reasons of the delay are owed to the PMC, resulting in to the poor/slow progress of the execution of the works as per the tender terms.

For waiving of penalty for the delayed execution, PMC must submit the detailed reasoning of the delay. Engineer in charge will rationally analyze the reasons of the delay submitted by the PMC as per site /actual conditions and will decide accordingly for levying or waiving off the penalty for delay. The decision of Engineer in charge for levying/waiving off compensation for delay will be final and binding in this regard.

Extending the time period of the contract will be sole prerogative of STC.

The rates, terms and conditions will remain same during the extension period.

#### **6. LIQUIDATED DAMAGES (L.D.)/PENALTY FOR DELAY:**

a) **FOR CAPITAL WORKS** : If the PMC fails to maintain the required progress as mentioned in tender terms or to complete the work and clear the site on or before the contract or extended date of completion (without imposition of any compensation/penalty), the STC will levy, without prejudice to any other right or remedy available under the law to the STC on account of such breach, ½%(half percent) per week up to maximum@10 % of the delayed part of work (i. e. on the value of work completed after, initial contract period or extension period allowed by STC without compensation for delay ) as liquidated damages on the PMC.

#### **b) PENALTY FOR DELAY IN EXECUTION FOR OPERATION AND MAINTENANCE WORKS :**

PMC has to discharge his duties timely as per terms & conditions laid down in the contract. In case of any default or delay on the part of the PMC for not completing the work in time as per requirement of work, recovery shall be made from his running bills as described below:

- In case the PMC does not supply the required T&P and/or consumables, a deduction at the rate of Rs. 2000 per day shall be made for the period in which contractor becomes defaulter to the maximum limit of 10% of the contract value.
- In case the contractor does not provide **supervisor** to meet the requirement

of contract at work site a deduction at the rate of **Rs. 500/-** per day shall be made for the period in which contractor becomes defaulter to the maximum limit of 10% of the contract value.

- In case the work suffers at site due to lesser number of manpower or inferior quality of man power, as compared to required strength for completing the work, a penalty of Rs. 500/- per person per day will be imposed.
- In case of breakdown/shut down/emergency maintenance work of which the PMC fails to do any work or part thereof due to negligence within the prescribed time period given by the Engineer In charge, STC will be at liberty to recover penalty after stipulated time subject as per the decision on Engineer In charge if Engineer in charge observe sheer negligence / intentional delay on the part of the contractor. The decision of Engineer in Charge will be final and binding. Long pendency of the emergency work may also invite debaring from future tenders of STC including forfeiture of S.D. Decision of Engineer In charge will be final and binding.
- In case of Maintenance work to be done daily and found incomplete during checking due to one or other reasons, the suitable penalty as decided by the Engineer In charge, maximum up to 10% of the contract value, shall be imposed till the work completed to the full satisfaction of Engineer In charge will be final and binding.

**c) ACTION FOR NEGLIGENCE AND DEFAULT OF PMC :**

If the Engineer In charge feels that the work is important and of emergent nature and no extra time is admissible even on penalty basis, the work of breakdown/exigencies shall be done through another agency at the risk and cost of the PMC and the extra amount involved in attending to such breakdown/exigency will be borne by the PMC.

If it is found that the lapse on the part of the PMC are repeated every day and there is no improvement in the work in spite of informing the PMC by Engineer In charge verbally and/or in writing from time to time and/or also making deductions under aforesaid clause, the Engineer In charge, in such extreme/extraordinary conditions, in addition to exercising his option to terminate the contract by serving 7 days' notice to the contractor can get the work done from other agency at the risk and cost of PMC and shall also reserve the right to recover losses from running bill of the contractor and/or security

deposit or otherwise.

**d) LIABILITY FOR DAMAGES :**

If due to PMC's negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other person/public, the PMC shall have to pay necessary compensation & other expenses.

If due to PMC's negligence and/or non-observance of safety precautions, damage is caused to the property of STC of India Ltd., the same shall be recovered from the running bill of the PMC or from his security deposit.

**e) WITHHOLDING PAYMENT :**

The STC of India Ltd. may withhold the whole or part of any payment for work claimed by the PMC, which in the opinion of the order placing authority is necessary to protect STC from loss on account of :

- Defective work not remedied or guarantees not met.
- Claims filed against the contractor.
- Failure of the contractor to make due payment for material or labour employed by him.
- Damage to another contractor's/STC of India Ltd.'s property.
- 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 contractor shall be arranged by the STC of India Ltd.

**f) REGARDING PERSONNEL OF PMC :**

The Engineer in charge shall be at liberty to express objections about the working of the Supervisor or any person deployed by the PMC for executing of work on account of misconduct/incompetence/negligence by way of Notice in writing addressed to the PMC. On receipt of such Notice from Engineer in charge, the PMC shall remove such person and shall provide a suitable replacement within 24 hours of such Notice at its own cost and expense.

PMC/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 Jawahar Vyapar Bhawan shall be maintained.

**7. PAYMENT:**

The PMC charges will be decided on percentage terms of the executed cost of

the project. Goods and service tax (GST) shall be dealt as per GST/statutory rules. The works under reference is on turn-key basis. Rs. 1.0 Lakh will be released at the time of awarding the work to PMC against the cost of publication of advertisement(s) for NIT(s) by PMC on advance basis. The same will be adjusted on actual basis at later stage.

<b>FOR CAPITAL WORKS</b>		
<b>Sl. No.</b>	<b>Stage of the Project</b>	<b>Amount/ payment to be released</b>
1	After award of work by STC, The PMC will deposit Performance Bank Guarantee @ 3% of the total cost of the work i.e. on the estimated cost of the project (Rs 9.5 Cr.) and will enter into an agreement with STC	20% of the total PMC charges based upon estimated cost of the Capital work (Rs. 9.50 Cr.) after execution of the agreement.
2	After approval from STC for taking up the works by PMC through agency(ies) .	20% cost of awarded value along with PMC charges due if any ensuring that total outgo for PMC charges capped at 20% of the awarded value
3	After submission of proof of usage of earlier released fund and progress/ execution of project work to the satisfaction of engineering in-charge, STC.	20% cost of awarded value along with proportionate PMC charges.
4	After submission of proof of usage of earlier released fund and progress/ execution of project work to the satisfaction of engineering in-charge, STC.	20% cost of awarded value along with proportionate PMC charges.
5	After submission of proof of usage of earlier released fund and progress/ execution of project work to the satisfaction of engineering in-charge, STC.	20% cost of awarded value along with proportionate PMC charges.
6	After submission of utilization certificate of the released fund and requisition from PMC.	10% cost of awarded value along with proportionate PMC charges.

7	After satisfactory completion of works in all respect to the satisfaction of STC and handing over the system to STC.	Balance cost of awarded value and balance PMC charges.
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The detail of schedule of payment is mentioned at page 58-60 under the sub-head Modus of Operandi.

<b>FOR REVENUE WORKS</b>	
After award of work by STC, The PMC will deposit Performance Bank Guarantee @ 3% of the total cost of the work i.e. on the estimated cost of the project (Rs 2.5 Cr.) and will enter into an agreement with STC .PMC will obtain approval(s) from STC for awarding the work(s) to the agency(ies)	100% advance payment on monthly basis along with PMC charges proportionately.

Since the payment for the maintenance works are released on monthly basis, STC will release the same as per the terms of the engagement of the executing agency with PMC. The payment will be released on advance basis along with the PMC charges so as to ensure no interruption in the services. The PMC will submit a monthly bill to Engineer in charge in duplicate indicating PMC charges and cost of executed works, along with a utilization certificate of the funds released by STC. STC will release the fund on the recommendation of Engineer in charge of the Project. The utilization certificate will be supported by document(s) to the satisfaction of Engineer in charge, confirming the release of fund for maintenance purpose of STC.

**8. MEASUREMENTS:**

Measurements shall be done in metric system by the PMC and running account bills as per schedule of rates/contractual terms will be submitted to the Engineer in charge for the work done. Engineering team of STC will check the measurement and forward the same to Finance for accounting/adjustment/payment purpose.

The PMC will ensure the compliances /deposition of PF, insurance/ESI, GST (Goods and service Tax), Labour License. STC will not be responsible for any non-

compliance. For any dispute regarding above, decision of Engineer in charge will be final and binding.

**9. VARIATION / INTRODUCTION OF TAXES & DUTIES:**

If any new tax or new statute levy is introduced after the tender closing date which may affect the rates of the contractor/executing agency, STC will release the same for deposition to the statutory body as per payment norms for Capital/Revenue works payment above.

**10. CONTRACT PERIOD:**

A) Capital Works:

The contract period will be 09 months (Nine months) from the date of award of the work however the period for Execution of work(s) at site will be 06 months. This period includes complete execution of the work till handing over the project to STC.

Estimated bifurcation of this period will be as below for all capital works:

	Activity	Time period
1	Award of contract to PMC agency	Nil
2	Agreement execution, Finalization of scope of work jointly	15 days
3	Engagement of executing agency after approval from STC (like time taken for estimation, floating of tender(s) by PMC, tendering process, approval from STC for engagement of executing agency etc.). STC has no role in selection of agency and estimation.	02 month (Maximum)
4	Execution of work(s) at site	06 months
5	Testing, trail run and handing over of the system	21 days
	Total	09 months

The capital items will be under 12 month free Defect liability period under PMC and will be covered under comprehensive operation and maintenance after expiry of defect liability period. Operation of the system will be under the scope of PMC



during defect liability period also.

**B) Operation and Maintenance/Revenue Works :**

STC intends to take the services of PMC for engagement of various maintenance agencies on turn-key basis. Accordingly, the PMC will engage maintenance agencies for various maintenance works in JVB at the earliest possible. The system will be handed over to the PMC at the earliest possible on as is where is basis for operation and maintenance purpose. Since JVB is fully operational Building occupied by high end tenant, PMC will ensure smooth operation and maintenance of various systems. PMC will be responsible for procedure, risk and responsibilities for the operation and maintenance works. PMC may engage agency(ies) for various works as per their procedure and STC will not be involved in selection of executing agency. However, consent of STC will be required before awarding the work (s) to any agency by PMC. The PMC will take care of all aspects related to maintenance till the expiry period of the contract between executing agency and PMC. There will be no direct contact between STC and the executing agency.

Time period for the operation and maintenance works will **be 24 months**. The same can be extended further for a period of one year on the same terms and condition on mutual consent basis.

**11. DRAWINGS, MAINTENANCE MANUALS ETC.**

On the award of work, the PMC shall immediately proceed with the preparation of General Arrangement drawings, single line diagrams, schematic for the project, detailing the equipment that are to be installed and the ancillary works that are to be carried out, B.O.Q. (Bill of Quantities), tender document, etc. The same shall be submitted to the Engineer in charge, for his approval to ensure that the works will be carried out in accordance with the specifications and drawings, site requirement. Any omissions and/or errors shall be made good or rectified whether or not the drawings are approved prior to the completion of the work the contractor shall furnish to STC, Four sets of a comprehensive manual, describing all components, furnishing list of installation for the operation and maintenance of the (SITC) of complete system.

The PMC will engage executing agency(ies) for taking up the work either through tendering process or through empaneled process as best suited to the PMC. STC will have no role in selection of the executing agency. PMC will be responsible for

any observation/remarks by any audit/vigilance/central/state agencies during execution and even after complete handover of the project to STC.

**a. AS BUILT DRAWINGS**

On completion of the work in all respects, the PMC shall supply 4 sets in hard copies and soft copies/Compact Disc /Pen drive with CAD/CAM / relevant Engineering tool of as built drawings indicating the completed work with detailed specifications used for various equipment as to the satisfaction and verification of the Engineer in charge.

STC will provide only completion drawing of JVB, as provided by NDMC. PMC is advised to go through the available drawings in STC before deducing any conclusion so as to avoid confusion at later stage. STC will not be responsible for any discrepancy in this regard at later stage.

**b. TEST & INSPECTION**

- a) Before the dispatch of the material to STC, the PMC shall inform STC that the material is ready for inspection. STC will inform the PMC within 5 working days about the inspecting offer(s). The material will be inspected jointly by STC and PMC. The PMC shall arrange the inspection at the venue as indicated. After the detailed checking/ testing in appropriate laboratory of the material and consequent approval of the testing Engineer as per the standard test procedures laid down in the IS / relevant standards thereafter as per instructions of STC Engineer. The inspecting officer(s) shall inspect the material as per the technical specification of the tender document. Partial inspection of one type of the material will not be entertained. STC reserves the right to get the material inspected through any independent/ accredited third party Laboratory as decided by the Engineer in charge, at the cost of the PMC. Once the material is inspected and cleared for dispatch by inspecting engineer, the contractor shall arrange to deliver the same material at site in intact condition at his own cost. The poor quality of material shall be rejected. However such tests at any laboratory during any stage of contract period does not absolve the responsibility of the contractor for proper functioning of the material during execution and afterwards also.
- b) All the cost including travelling, lodging, boarding of inspecting engineer will be borne by the executing agency. The entire test either on the field or outside concerning the execution of the work and supply of materials by the executing

agency shall be carried out by the executing agency at his own cost.

- c) The work is subject to inspection at all times by the STC and or its authorized representative. The PMC shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender.
- d) All results of inspection and tests will be recorded in the inspection reports. Performa of which will be approved by the STC. These reports shall form part of the completion documents.
- e) Any work not conforming to the execution of drawings, specifications or codes shall be rejected forthwith and the PMC shall carry out the rectification at his own cost.
- f) Certificate of inspection – the PMC shall obtain and deliver to the STC, all the certificates of inspection and approval by the local statutory authorities concerned (if required), at site before putting the system into operation. The inspection fee shall be paid by the Executing agency. License fee will be paid by STC.
- g) STC reserve the right to waive off such inspections and may accept the test reports also if available from genuine laboratory / established labs for the tests which are not feasible to carry out.

## **12. PAINING**

All equipment/ancillary items, supports, clamps, saddles etc. will be painted in approved manner as per CPWD specifications, using colors scheme as approved by the STC.

## **13. SAFE CUSTODY AND STORAGE**

Safe custody of all equipment/ items/ machinery supplied by the contractor shall be his own responsibility till the final taking over by STC at his own cost. The contractor should, therefore, employ sufficient staff for watch and ward at his own expenses. STC may, however, allow the contractor to use the temporary space/ storage free of cost, of his equipment if such spaces are ready and available.

## **14. INTERPRETATION**

In interpretation of specifications, the following orders of decreasing importance shall be followed:

1. Schedule of Fiscal aspects
2. Special conditions of contracts

### 3. General conditions of contract

Matters are covered by the specifications given in this contract, as a whole shall be covered by relevant and latest Indian Standard codes/CPWD DSR ( Delhi Schedule of rates) code, NBC (National Building Code -2016) in case of any disputes. If such codes on a particular subject have not been framed or crossed with the specifications of this tender, the decision of the STC shall be final and binding.

### **15. SCAFFOLDINGS**

The contractor shall allow the usage of the scaffoldings etc. for the inspections and also to the other agencies employed by the STC for execution of other works in a proper manner. No charge shall be made by the contractor to other agencies for the same.

### **16. DEFECT LIABILITY PERIOD**

The contractor shall guarantee the installation for a period of 12 months against defective materials and workmanship from the date of taking over by the STC and shall rectify or replace the defective material or workmanship without any extra cost to the STC as provided under the terms of the contract /Tender document without any delay. If the contractor fails to attend the defects within the period as asked by STC, then the STC has right to get it done at the risk and cost of contractor without giving any further notice. Effective date of completion of work shall be considered after handing over of the entire installation of STC even if, the equipment are installed and put into use in phases, accordingly the defect liability period shall start only from the date of completion and taking over of the entire installation by STC.

### **Comprehensive Maintenance during Defects Liability Period**

#### i) COMPLAINTS:

The contractor shall receive calls for any and all problems experienced in the operation of the system installed under this contract, attend to these within 4-5 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.

#### ii) REPAIRS/REPLACEMENT:

In case any defect is observed pertaining any equipment /component, the same shall necessarily be required to be replaced with a new one whereas in cases of any other defect, immediate service, repairs and maintenance shall be carried out within the defect liability period. The period for replacement of defective part is 5 days else STC may take the works through any other agency at the risk and cost of

the contractor. The replacement parts and labor shall be supplied promptly free of charge to STC.

iii) Un-Attending Defects:

If the contractor does not repair the defect as indicated in clause B within the stipulated time asked by the Engineer in charge, STC shall be free to get the repairs done at the risk and cost of the Contractor, through the dues pending with STC or any other means possible.

## SCHEDULE OF FISCAL ASPECT

1)	Time of completion	Capital Works :- 09 months from the date of issue of Letter of award by PMC Revenue Works :- 24 months
2)	Estimated cost of the project ( May vary depending upon the detailed estimated cost prepared by PMC)	Capital Works:-9.50 Cr. Revenue works :- 2.5 Cr per year
3)	Contract value	Value of the works awarded
4)	Bid Security ( EMD)	Nil , Bidder has to submit Bid security declaration form
5)	Compensation for delay, Penalty (Liquidated damages)	As per tender.
6)	Security Deposit /Performance Bank Guarantee ( PBG) for total cost of Capital as well as for revenue work	BG of 3% of total cost of the works per year (Capital works Plus Revenue works) from any nationalized Bank
7)	Release of Security deposit /PBG	Two months after satisfactory expiry of Defect Liability Period of 12 months
8)	Defect Liability Period	12 months from the date of Completion.
9)	Tender Fee	Rs 1180/- online deposition in STC account before the closing date of the bid.

## **SCOPE OF WORK. MODUS OF OPERANDI**

### **1. Introduction to Site:-**

The site of the work will be as below

- (a) The Corporate office of The State Trading Corporation of India Limited (STC - A Public Sector Undertaking under the administrative control of Ministry of Commerce and Industry), also known as Jawahar Vyapar Bhawan (JVB) situated at Janpath-Tolstoy Marg Crossing, Connaught Place, New Delhi – 110 001 . JVB is a 23 storied fully functional building with two basements and is fully occupied by STC and Co-owners viz a viz CCIC (Central Cottage Industries Corporation ) & HHEC (Handicraft and Handloom export Corporation ) along with very prestigious Govt. /PSU banks tenants like Capacity Building Commission, Commission for Air Quality Monitoring, Department of Economic Affairs (DEA), Security Printing and Minting Corporation (I) Ltd.(SPMCIL), Corporate Branches of The state Bank of India, The building witnesses frequent VVIP visits/Dignitaries.
- (b) STC Housing Colony, Sri Aurobindo Marg, Malviya Nagar, Delhi. This housing colony comprises total 141 flats which include 78 no. flats of C Type and 63 no. flats of D Type.

**2.** It is advised that the contractor should verify all figures, facts, site conditions, taxes, tender terms and conditions / interpretation thereof or any other factor (e.g. statutory requirement, civic body compliances etc.) that may impact the performance during/after the work execution period, at their end at own cost, before bidding for the work. STC shall not be responsible for any manner whatsoever, later on this account.

**3. Scope of Work:** The scope of work of PMC will comprise Capital nature of works as well as revenue nature (Operation and Maintenance) of works on turnkey basis. Under revenue nature of services, the PMC will ensure comprehensive nature of smooth operation and maintenance of JVB as mentioned in the tender document hereunder. Internal maintenance of the area occupied by tenants will be maintained by tenants themselves. However, as a whole in JVB, PMC will ensure to operate and maintain supply of uninterrupted water, electricity, central air-

conditioning, CCTV and other safety equipment etc as to the satisfaction of engineering in charge, STC. It is worth to intimate that offices in the building operate from 9 a.m. to 8 p.m. in general, however, in exceptional circumstances, services may be required during off hours and holidays. Co-owner of the building CCIC operates all week days in the abovementioned times. PMC will ensure operation and comprehensive maintenance of all necessary services as required for proper functioning of all offices in the building.

Under capital nature of works, it is pointed out here that STC has not undertaken major capital works since long and various systems/part of the civil infrastructure have over lived their lives or have got eroded. Thus need replacement/complete overhauling from Structural safety as well as from appearance angle. After handing over of the capital items to STC, post completion of the capital works, these systems will become the part of responsibility of PMC for proper maintenance and operation. Dismantled material will be the property of the PMC, which will be treated as 'Sale' from STC and taxes in such respect shall be treated as per rules.

In nutshell, STC desires PMC to take over all maintenance contracts from STC for smooth operation of the building in all engineering aspects as well as to take up the capital works in the most economical and technical efficient manner. STC will not interfere in the methodology or process for achieving the goal efficiently.

The works mentioned is indicative only and STC reserves the right to change the same before the award. It is clarified that decision regarding replacement or renovation or overhauling will be taken after due diligence from technical as well as financial point of view after deliberation with PMC considering expertise of PMC in the subjected work. However, decision of STC will be final in this regard. Decision of STC will be final and binding upon the nature of work I e whether the work is of Capital or revenue nature of work. STC reserves the right alter the scope of the work as per site requirement, during execution also, for the purpose of completion of work if deemed fit. The works mentioned hereunder have been briefed only and can be gauged only after visit of site.

#### **4. CAPITAL NATURE OF WORKS**

##### **4.1. Works related to Jawahar Vyapar Bhawan :**

###### **A) Electrical Works:**



**i) Renovation/Replacement of existing OTIS make Lifts:** Following OTIS make DC Drive Based lifts were installed in Jawahar Vyapar Bhawan before 1989. These lifts have over-lived their lives and need replacement/renovation on immediate basis with latest technology based, energy efficient lifts. The lift machine room should have proper air conditioning arrangement and illumination for smooth running of lifts by installation New AC equipment and lighting there. The work will include all civil and Electrical works including works related to operational lifts if any.

S.No.	Lift No.	Travel
1.	3 & 4	Basement-I to 23.
2.	8	Basement-I to 17
3.	9 & 10	Basement-I to 10

**ii) Renovation of various electrical Switch-gears:** Various electrical switch gears installed in Jawahar Vyapar Bhawan have over-lived their lives as the same were installed before 1989. Components of these switch-gears vis-à-vis protective Relays, switch fuse units (SFUs), automation of DG sets/AMF panels, Circuit-breakers are no more available with OEM also, hence, need replacement/renovation on immediate basis.

**iii) Renovation of Bus-Duct :** The sealing, gaskets, coverings of emergency and main electrical Bus-Duct in Jawahar Vyapar Bhawan have got deteriorated due to ageing and repeated short circuiting over the years, resulting into enhanced numbers of failures. 400 sm mm 3.5 Core cable from LT panel to 11 Floor is punctured since years and need replacement. These Bus-Ducts / supply system need overhauling/replacement/repair/renovation/shifting along with proper earthing, to ensure uninterrupted power supply to the various floors in JVB.

**iv) Repair/Replacement of Air Washer, Air Scrubber of DG set :-** The ventilation system of DG set is under breakdown since long and need overhauling/ replacement depending upon the condition of the system.

**v) Energy efficient lighting arrangement:** - JVB being a high rise and renowned building in the Capital city, proper energy efficient lighting arrangement inside and on the periphery of JVB is required in place of existing arrangement.

**vi) HVAC system**

**(a)**The cooling tower of HVAC plant has corrugated all around due to ageing, thus need major overhauling/replacement

**(b) Water pipelines repair/replacement and repair of AHU cooling Coils :-**  
There are frequent breakdown in the cooling water pipelines installed in the shafts /to the AHUs resulting into frequent failure of air conditioning. PMC is required to take major overhaul/replacement/solution of these pipe lines. The AHU cooling coils and fins have decayed thus need replacing for proper functioning. Despite repeated repairs, the problems are mounting day by day. PMC is expected to find a technical and economical permanent solution to the problem.

**(c) Tripping of supply Breaker / Transformer :-** JVB is housed with 2x 750 TR water cooled chillers along with 175 TR air cooled chiller. In case, both heavy machines (2x 750 TR) are put in to operation simultaneously, the incoming breaker on LT bus gets tripped due to overloading or the transformer attached with this breaker gets tripped. PMC is required to find a solution to this persistent problem by adjustment of load by new cabling or any other modification as deemed fit technically for smooth running of the HVAC plant.

**(d) Barricading:-**HVAC Air Cooled plant at Ground floor needs to be barricaded by IRC fabric.

**B) Civil Works**

**i) Replacement of water pipe lines and associated network:**

Water pipelines and associated network including pump house, has over lived its life. The same needs immediate replacement. The same includes replacement of domestic water pipelines, flushing pipe lines, rainy water pipe lines, Soil pipe lines along with associated fittings and fixtures. The work will be done only after reinstallation of foundation on various floors. This work will also include thorough cleaning of overhead tank, repair of roofs/concreting, base of tanks, arrangement of pipelines for standby supply of water etc.

The drain pipes for rainy water on Central Cottage Industries Corporation (CCIC) CCIC terrace have got rusted and damaged, causing spillage of water to the nearby area resulting into seepage from the shaft and nearby area.

STC desires replacing the drain pipes of rainy water from the CCIC terrace as well as minor repair/water proofing on the terrace and planter area on the terrace. maintenance purpose.

Time period for this work will be 06 months.

**(ii) Water proofing and re-sloping:**

STC desires to re arrange the slope of the terrace as well as water proofing on the terraces as well as water proofing in various shafts to avoid the accumulation/seepage of rainy/drain water on the terrace/adjacent electrical shaft/Pantry.

**(iii) Staircases:**

JVB comprises total 03 No. (three) of stair cases, i e stair case each for 10 Floor Block, 17Floor Block and 23 storey Block. Building has been operational since last 30 years and the stairs have not been distempered since long.

STC desires that the steps, railing of the stairs should be repaired, distempered/painted properly for better and tidy appearance with arrangement of proper LED illumination.

**(iv) Shaft doors:**

STC desires to install new Shaft Doors with lock and key arrangement in place of existing broken shaft doors placed in the toilet lobby. There are 02 nos. of Sanitary Shaft in each toilet lobby. New shaft doors would help STC in maintaining hygiene in the basements and in the shaft. STC desires polishing and fire retardant paint on all wooden doors including shaft doors in JVB under STC and common area

**(v) Expansion Joint at GF including Waterproofing of Main Planter :**

Jawahar Vyapar Bhawan is an assembly of 2 nos. Building Blocks i.e. Main Building and annexe Building. The gap between these Blocks has been covered by the Expansion Joint. The expansion Joint is meant to accommodate the expansion/contraction of the Blocks during summer/winter season. Apart from this Joint, an

expansion joint is also provided in the East side of the Main Block and is situated between Main Block and VIP Parking/Ramp area.

STC desires that new expansion joint treatment to be required after removal of existing old treatment which are worn out/damaged on all sides. The front big planter, which is the main source of leakage of water in basement, near the fountain needs new water proofing treatment after removal of earth work.

**(vi) Structural Strengthening of RCC ceiling and beam of Toilet and Basement ceiling and Beam :**

Due to ageing effect, some concrete portion with honeycomb concrete are losing their strength and falling in flakes in various toilet ceilings and basement ceilings and endangering to occupants and their vehicles.

STC desires that these weakened RCC area to be structural strengthening to increase the building life and avoid any mis-happening to occupants and their vehicles parked in basement.

**(vii) Filling of Outer Drains (chajjas) in few floors :**

It is to submit that all floors of JVB is surrounded by Outer Drains (chajjas) for maintenance of aluminium glazing having their drainage outlet points blocked. These blocked water either from rain or outdoor AC units of various offices stagnant the water in drains creating foul smell and seepage to the lower floor. Most of the outer drains of JVB have been filled and levelled to drain out the water.

STC desires that STC in receiving complaints from tenants for filling the same to avoid accumulation of water and seepage below their floor. There are few floors (approximately 25%) area of outer drain left without filling. These floors have to be filled and levelled to avoid such complaints from our tenants.

**(viii) Cleaning and Levelling of Green Belt (Kidwai Bhawan side) for Drainage of Rainy Water :**

JVB is having a green belt about 5 meter wide in its premises on south side (Kidwai Bhawan side) with some services like AC plant, drainage sewer line, bore well etc. This green belt was being used for storing dismantled material, malba, garbage, etc. from the beginning as and when renovation work being carried in JVB. The

level of green belt becomes higher/equal to the top slab of ground floor finish. During rainy season water gets collected and seeping through basement slab/wall to basement where SBI Record Room is temporarily constructed and rented to them. They are regularly complaining about the damages of the precious records.

STC desires to lower the finish level of green belt by one feet below the ground finish level sloping towards Janpath road side so that during rains no water accumulation is there.

**(ix) Fountain and Main entrance of STC Building repairs with loose granite/lighting/Mosaic tiles in ponds etc.**

Two fountains were constructed at both side of the main entrance of JVB over the ground floor on Kota stone steps. These fountains were constructed approximately 15 year back and pond's tiles and granite finish are in damaged condition. The adjustable nozzles and associated water proof lighting arrangement are nonfunctional since last many years and do not exist now resulting into faint effect of the fountains including uncontrolled water splash, damaged granite finish and mosaic tiles inside both fountains.

STC desires for complete renovation/overhauling of fountains and reception area of main entrance of JVB since the same is face of this iconic building.

**(x) Renovation of toilets at 3rd terrace, Basement-I & II and common areas:**

The toilets of basements are being used by various contractual labourers and drivers of vehicles of various offices while the toilets on ground floor are being used by staff car drivers, security staff, visitors, STC employees and employees of fire control room/lifts.

The condition of most of the toilets is terrible, unhygienic and shabby. The fittings and fixtures have lost their utility, thus, these toilets earn a mean name to STC.

STC desires complete overhauling of these toilets including replacement of fittings and fixtures and floor/wall tiles, etc.

**(xi) Major repair of Water storage tank in basement II and Fire water stowage tank at ground floor:** - The water storage tank situated in basement II and Fire water stowage tank at ground floor need major repair including repair of roof by

concrete, walls etc to avoid any further damage to the structure and seepage/leakage of water to the adjacent structure.

**(xii) Logging of rainy water on 3<sup>rd</sup> terrace (main block) :**

The terrace of third floor (also called fire escape area) observes logging of rain water in the middle of the terrace. The drainage of this terrace are located in the cores however this water gets stagnated. Further, the slope of this terrace is uneven and does not force the water to the cores outlet points. This causes seepage in the CCIC showroom during the rains as well as becomes a reason for spreading foul smell, breeding mosquitoes, etc. along with weakening of the building structure continuously.

STC desires immediate re-flooring on the existing Kota stone flooring to avoid permanent damage to the structure as well as other problems mentioned above.

**(xiii) Boundary wall :-** There are cracks in the boundary wall of Jawahar Vyapar Bhawan as well as the boundary wall is without stones at some places due to falling and breaking of wall stones. STC desires repair of boundary wall from security aspect as well as aesthetic aspect of the building. STC also desires to raise height of boundary wall either through brick work or by MS grills to ensure no trespassing or unauthorized entry though boundary walls.

**(xiv) False ceiling installation/repair:** - STC desires to repair/install False ceiling in various pockets like Ground floor, 23<sup>rd</sup> Floor, Lift lobbies, 10<sup>th</sup> Floor along with arrangement of proper illumination. STC also desires creation of low/medium/full partition for formation of new cabins for sitting arrangement as per requirement of STC.

**(xv) Gates of Jawahar Vyapar Bhawan:** - All the gates of JVB need overhauling/replacement as per the condition. Peripheral area of JVB on ground floor needs proper laying of Kota stone (or any other treatment best suited, technically and economically) , for better strength and appearance as this area witness frequent VVIP visits in JVB. Even very high dignitaries visit JVB for their various works.

**(xvi) STC LOGO:** - STC desires to overhaul/replace the STC LOGO placed at front and Annex Building top (55 Mt height, Janpath side) so that the same illuminates well even during night hours.

**(xvii) Repair/replacement of railings:** - The original railings around the floors ( on

the Chhajja side) has got deteriorated due to ageing on most of the places. There is tremendous risk while working on cleaning the window glass /AC repair. These railings need proper repair/replace wherever necessary along with raising the height of railings on 20 to 22<sup>nd</sup> Floor.

**(xviii) Basement repair** :- Few areas of basement floors (neat cement finished) as well as ceiling of the basements are damaged, causing difficulties in parking as well as poses threats for the parked vehicle due to unpredictable falling of ceiling concrete on the parked vehicles. This situation presents dim picture of the organization since the parking space is used by all the occupants in the building as well as the tenants allege that the loss to their parked vehicles due to this unpredictable damage will have to be borne by STC.

**(xix) Tiles in lift lobby** :- Few tiles/Dholpur stones in the Lift lobbies of JVB and other area of JVB are damaged due to wear and tear, ageing and transportation of material, etc. Thus need replacement / repair

**(xx) Kota stone flooring** needs repair at entrances at Kidwai Bhawan side of the building, stairs

**(xxi) Ramp repair** :- Two numbers of Ramp shutters have become non-functional due to ageing and non-reparable, thus, needs to be replaced immediately to enhance security of the building.

**(xxii) Removal of tumbling trees:** - In the periphery of JVB some trees have encroached the boundary wall and railing of JVB, damaging the same and making space for unauthorized and unsafe entry to the office. Some of these trees are lived their lives and need uprooting immediately to avert any unpleasant incident as well as need to repair the broken boundary wall and railing on immediate basis.

**(xxiii) CI gratings repair/replacement:** - The CI grating cover on open drains in basements/Ground floor need repair/replacement.

**(xxiv) Protective coating paint:-** Protective coating paint on water pipe lines, HVAC lines and other pipe lines are needed as per Engineering standard

**(xxv) Need of stairs:** - STC desires to install Garter stairs for approaching to the Mezzanine floor on Core 4,6 . It will make available the approach.

**(xxvi) Waterproofing in AHU rooms/DB rooms/10 th floor annexes roof** :- Some floors /parts of AHUs/DB rooms/10 th floor annexes roof need waterproofing to avoid seepage to the nearby area

**(xxvii) Installation of 8 Nos of sump Pump :-** As per the original scheme, 2 pumps in each sump were installed however over the years, after the outage of all the original Sump pumps, STC installed only one sump making it very difficult to push out the waste of JVB during the outage of only one Sump pump. STC desires to install one each sump pump in each sump to meet the standby arrangement for proper maintenance of hygiene in the building.

## **4.2 Capital Works related to STC Housing Colony:**

### **i) Replacement/Renovation of existing OTIS make Lifts:**

OTIS-make Lift Nos. 1 & 2 of STC Housing Colony have over-lived their lives. The same needs Replacement/Renovation including installation of AC in machine rooms..

### **ii) Water/Soil Pipeline Network:**

The water/soil pipeline network/component in STC Housing Colony have degraded to the pathetic level, causing discomfort to the occupants as well as spillage of water in the nearby area. The same needs replacement/repair.

### **iii) Civil Repair:**

(i) There are various damaged patches/areas in the concrete structure of this residential complex as well as in the Boundary Wall of the STC Housing Colony periphery. STC desires the same to be repaired.

(ii) Repair of internal CC pavement pathways

## **4.3. Maintenance/ Revenue works in JVB and STC housing Colony**

To maintain the necessary services in the Building(s), STC is availing services of various contractors for the following works. The same have been engaged by STC as per procedure. PMC will be required to engage firms/contractors for the maintenance of the JVB as well as for STC housing Colony, Malviya Nagar so as ensure all delivery of all services in an efficient manner at the earliest possible. As soon as PMC is engaged, STC will ask its contractors to terminate their services so that PMC can provide same services to STC. For this purpose, PMC will be at liberty to engage same/different/multiple contractors as deemed fit ensuring smooth services. The changeover of the contracting firms should be smooth enough so as



to ensure uninterrupted services in the Building. PMC is expected to take over the operational systems from STC at the earliest possible for operation and maintenance purpose. STC will not involve itself in selection/engagement of agency (ies). However PMC will be required to take consent from STC for engagement of any agency for the specified work. Total cost of all services running presently is Rs. 2.5 Crore per year. This includes all material and services. However the cost for PMC for these services may be different depending upon the scope of services/ supply of material/deployment of man power etc. The works to be carried out at Jawahar Vyapar Bhawan and STC Housing Colony are as mentioned below. The detailed scope will be decided jointly by STC and PMC. Major services those are being availed by STC presently and/or to be provided by PMC, are briefed as below.

- (a) Comprehensive Annual maintenance contract of Mechanical & electrical system (Works of comprehensive routine, breakdown operation & maintenance) at Jawahar Vyapar Bhawan (23 floors). The services include in the areas of Electrical Network, substation, Lighting Network, DG sets (3000 KVA total), Plumbing and water supply, EPABX, Axial fans, Blowers, Sump Pumps, Water softening plant, Fire detection, Hydrant system, deluge system, alarm and Firefighting system, Fire control room, underground tube wells, coordination with tenants/cowers, attending day today complaints of the maintenance etc. The scope of work includes all man and material and services without exception.
- (b) Comprehensive Annual Maintenance contract for Heat ventilation & Air conditioning system in Jawahar Vyapar Bhawan comprises 2 x 750 TR water cooled carrier make chillers and 1x 175 TR air cooled chillers along with AHUs, their associated piping, BMS system etc. The scope of work. include all man and material and services without exception.
- (c) Comprehensive Annual maintenance contract of 05 Nos. Otis make Lifts serving various cores at Jawahar Vyapar Bhawan and 03 Nos. Lifts at STC Housing colony. The scope of work include all man and material and services without exception.
- (d) Comprehensive Annual Maintenance contract of 04/05 Nos. Johnson make Lifts at Jawahar Vyapar Bhawan. The scope of work. Include all man and material and services without exception.

- (e) Comprehensive Annual maintenance contract of CCTVs and other safety equipment in Jawahar Vyapar Bhawan, New Delhi. The scope of work. include all man and material and services without exception. Necessary steps like updating etc. have to be taken by PMC to cover blind spots in the building. The existing CCTVs were installed in 2016-17. There has been tremendous advancement in the technology since then. Due to old technology, some item/models have become obsolete and facing servicing issues sometimes. PMC is expected to upgrade the same to the latest technology based system with Full HD/4K/better resolution cameras as best suited technically to meet the safety requirement for JVB along with the numbers of cameras if needed for security purpose, considering ,Building witnesses VVIP visits frequently and also occupied by high end tenants.
- (f) Comprehensive Annual maintenance contract of Split and window ACs in JVB
- (g) Comprehensive Annual maintenance contract of Aluminum gazing work in JVB
- (h) Maintenance services in STC housing colony including works related to General cleaning covering areas of community center, AB Block , Gardening, Lift operation, masonry, carpenter plumbing and Electrical, coordination with adjacent colony (MMTC housing Colony) for common maintenance purpose, white washing, civil repairs etc.
- (i) Housekeeping and water supply: - JVB being premiere building needs proper cleaning and hygiene in STC occupied area and common area. STC desires that the same to be taken care by PMC. PMC will also arrange water supply arrangement to the employees of the corporation as per the need of the Corporation.
- (j) Insurance: - Various insurance policies are in place in JVB for the interest of the Corporation. PMC is expected to provide necessary information like Reinstatement value of Building, Machinery etc. to avail insurance Policies Fire, Public liability , Building structure, Assets, Burglary and theft, etc. for Building as well for the system The PMC will do necessary formalities/paper work in case of any insurance claim filing and settlement.

#### **5.0 Modus-operandi:**

STC intends to engage a State/Central Govt. Entity as Project Management Consultant (PMC) to take up the works mentioned in the tender document. The PMC will be engaged as a Contractor for STC. PMC will act on behalf of STC for

completion of the work. The PMC will engage executing agency(ies) through its own process for execution of the works mentioned after following all relevant direction/guidelines of Govt of India, as per norms . STC will not get itself involve in the process of engagement of the executing agency. There will be no link between STC and the Executing agency. All correspondence/ communication/directions from STC will be issued to the PMC only. Payment of PMC charges will be done on the basis of percentage of cost of final executed work as per schedule of the payment mentioned in the tender documents tender wise.

**Steps for the taking up the Capital works and release of funds will be as below :**

- (a) After award of work by STC, The PMC will deposit Performance Bank Guarantee @ 3% of the total cost of the work i.e. on the estimated cost of the project (Rs. 12 Cr.) and will enter into an agreement with STC. STC will release 20% of the total PMC charges based upon estimated cost of the Capital work (Rs. 9.50 Cr.) after execution of the agreement on the recommendation of Engineer in charge.
- (b) Since the works mentioned are indicative in nature, joint exercise will be done between STC and PMC to identify the final scope of work. This exercise will be carried out since the scope of work is purely technical and needs in-depth knowledge of engineering design concepts and cost analysis. Interest of STC will be given top priority while finalizing the scope of work.
- (c) PMC will prepare detailed estimated cost of the work and will initiate their internal process to engage agency(ies) for taking up the works. STC will not involve itself in this process. After finalization of the executing agencies at PMC end, PMC will seek approval from STC (mentioning cost of works) to award the work(s) to the agency(ies). There may be variation in detailed cost of the work, prepared by PMC, vis-a vis as prepared by STC.
- (d) STC will accord the approval sought by PMC for various works, however, STC reserves the right to permit part or whole of the works for execution depending upon cost and other criteria. This accorded value will be treated as award value of the contract between STC and PMC.
- (e) STC will release 20% cost of the awarded value [as mentioned at (d) above] along with PMC charges due if any ensuring that total outgo for PMC charges capped at 20% of the awarded value, on the recommendation of Engineer in charge. The earlier release PMC charges will be adjusted under this release. In other words, up to this stage, STC will release 20% cost of the award value (on advance basis) along with 20% cost of the PMC charges calculated on the basis of award value [the award value will be taken from step (d) above].

- (f) PMC will utilize the fund released above and will seek next release of fund from STC. Accordingly, STC will release 20% cost of award value on advance basis on each occasion after utilization of earlier release of funds, along with proportionate (20%) PMC charges. This step of release of funds will be repeated till 80% cost of works along with 80% PMC charges.
- (g) PMC will submit utilization certificate of the released fund and will ask STC for more funds if required for execution. Upon requisition, STC will release 10% cost of the work along with 10% cost of PMC charges.
- (h) Any cost variation will be adjusted between STC and PMC on the basis of final executed cost of the project.
- (i) After completion of the work to the satisfaction of Engineering in charge, the PMC will release Completion Certificate of the works to STC and balance cost of work along with balance PMC charges will be released.

**6.0 The salient responsibilities of PMC will be as listed below:-**

- a) To enter into a Contract Agreement with STC. Initially, PMC charges calculated on the basis of estimated cost of the work (estimate of capital works 9.50 crore Plus estimated Cost of Revenue works 2.5 Cr i e Rs 12.0 Cr say ) will be the contract amount between STC and PMC agency. STC and PMC agency will enter into the agreement on the basis of this cost. However, this contract amount will be varied based upon the real cost of execution and PMC charges will be payable on the real cost of the executed work.
- b) To inspect the site and prepare an estimate for the work mentioned in the tender documents after physically finalizing the scope of work jointly.
- c) To plan and design the project and prepare architectural concept and drawings.
- d) To propose to award the work at specified cost mentioning the works covered under proposal declaring the rate reasonableness of the proposal.
- e) STC will not interfere in the process for engaging the agency for executing the works i e for works like ,terms & conditions of the tender/technical specifications/ description of scope of work / scope of supply /evaluation of tenders/ opening of price bids, scrutiny of bills, processing of bills etc., STC will not be involved. STC targets only deliverables and not the process. PMC will take care the process to achieve the deliverables.
- f) To award the work to the executing agency(ies) after consent from STC.
- g) PMC agency will deposit Security (Performance Bank Guarantee PBG @ 3% of awarded amount) within 15 days from date of award, to STC for Capital works

and Operation and maintenance work. This PBG will be released by STC as per the tender terms.

- h) The security deposit received from the executing agency will be with the PMC agency only as STC has no direct link with the executing agency.
- i) To deploy the site engineer(s), who will monitor the progress of project at site and will submit progress report to STC periodically.
- j) To ensure proper functionality of the building during execution of the work. PMC will require to coordinate with STC as well as tenants/co-owners for smooth execution of the work without compromising the pace and quality of the work.
- k) To ensure quality of material & workmanship as per tender/CPWD/ DSR specifications.
- l) To do liaison with various statutory bodies like DFS, NDMC (Electricity, water and sewage, horticulture), Lift license , Labor authorities etc. PMC will ensure compliances related to labour and contracts. To ensure compliances of Govt. guidelines regarding policies for procurement of goods and services like startup policy, MSME policy, Make in India policy and Govt. e-marketplace.
- m) To take any punitive action including levy for compensation of delay against the executing agency for any lapse/default/delay, protecting the interest of STC.
- n) To ensure safety of engaged personnel at site during execution of work.
- o) To ensure statutory compliances regarding ESI, PF, Labour laws, safety of the personnel, medical care etc. at site.
- p) To ensure rate reasonableness of the works
- q) To protect interest of STC against theft by workers at site.
- r) To maintain records of the works carried out at site.
- s) To handover the completed Capital works to STC in all respect as per technical specs or CPWD/ DSR specs.
- t) To submit usage of the fund as and when desired by STC
- u) To issue completion certificate as well as “as built drawings” of the works after completion of the works to the satisfaction of STC.
- v) To comply and reply to all observations regarding any aspect of the Project to CAG, Vigilance, Integrity Pact, engagement of IEM (Independent external Monitor ) CVC, Internal Audit, Ministry or any other body. STC will not incur any extra cost at later stage, accordingly PMC is required to care all such cost while bidding.
- w) To express technical opinion on any aspect of the system.

x) Any other responsibility mentioned/inferred from the tender document but not mentioned specifically here above.

STC reserve the right to advise PMC regarding any aspect of the work on any stage.

7.0 **Additional work:** - The list mentioning the scope of work is tentative in nature. Engineer in charge reserve the right to alter the scope of work. Rate of PMC for additional Work up to 10 % cost of the project ( Cost of revenue works plus cost of capital works) will be same however consent of STC and PMC will be needed for taking up the works. This additional work will also include any works under emergency/breakdown condition, which is beyond the scope of work under this tender.

However if the enhancement of scope of work is more than 10 %, rates will be decided on mutual consent basis. Terms and conditions will remain the same.

**Information/documents to be uploaded, online by the bidder**

Name of the Contract / Work:- Engagement of Project Management (PMC) for various Capital and Operation & Maintenance works at Delhi.

Sr. No.	Particulars	Details to be provided, filled Performa (wherever necessary) and upload documentary evidence signed, stamped and scanned online
1.	Name	
2.	Correspondence address	
3.	Official email, Phone no.	
4.	Name(s) of authorized signatories along with phone nos. and email ids.	
5.	Details of Bank account for Financial transactions (a) Bank account No. (b) Name of Bank, address of Branch (c) IFSC Code	
6.	Total value of PMC experience (Rs)	
7.	Annual turnover of last three 03 (FY) years (Rs.) 2021-22 2020-21 2019-20	
8.	Annual profit of last 03 (FY) years (Rs.) 2021-22 2020-21 2019-20	
9.	GST and PAN No.	
10.	Scanned copy of deposition of Tender fee & Bid Scanned copy of Security Declaration Form Whether deposited ( Yes/No)	
11.	Proforma-4—Summary of Past Work Experience (Filled, stamped, signed and scanned). (Yes/No)	
12.	Signed and scanned bid documents as a token of unconditional acceptance of bid documents. ( Yes/No)	

- The bidder has to upload the scanned and digitally signed copies of all relevant documents as mentioned above.
- Price bid (Bill of quantities) has to be quoted and put in separate envelope online. Technical bid and Price bid have to be put up in separate folders online only.

**Summary of Past Work Experience**

Sr. No.	Name of Work Order awarding organisation	PSU/Govt./Semi Govt./State PSU/Govt. Autonomous Body	Value of the total work	Value of the desired various Capital and Maintenance works in the awarded work order, carried out (as per requirement of Tender evaluation criteria).	Duration (From ..... To.....)	Satisfactory completion certificate attached (Y/N)
1.						
2.						
3.						

Name and Signature of Authorized person from PMC with seal.

Note:- Separate relevant sheets may be attached for furnishing the past work details.



## **PRICE BID/FINANCIAL BID/BILL OF QUANTITIES (B.O.Q.)**

Price bid for the works of Engagement of Project Management Consultant (PMC) for the Works of Supply, Installation, Testing and Commissioning of various Capital and operation and Maintenance at Delhi as per bid document.

Price bid has to be quoted online only. Bidder is advised to be conversant for the requirement of work at site and tender terms before quoting any rates.

### **PROCEDURE FOR FILLING OF PRICE BID ONLINE**

1. BOQ (Price Bid) uploaded by STC to be used only for submission of price.
2. This BOQ Template must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns else the Bidder is liable to be rejected for this Tender. Bidders are allowed to enter the Bidder name and item/unit rate (GST will be extra) only.
3. At the time of uploading of BOQ by Bidder, the file name for uploading the BOQ (Price Bid) should remain the same as it was downloaded from the GeM Portal.

Sl. No.	Description	PMC Charges in %age on cost of executed work.
1.	Engagement of Project Management Consultant.	..... (in figures)
In words .....%		

Note: The price comparison shall be done on the basis of price quoted above.

- i) Bidders are required to furnish the unit price, GST shall be extra.
- ii) No other format of price submission shall be accepted.
- iii) The bidder is required to quote for the complete work, though STC reserves the right to award the work in full or in part.
- iv) Bidder/Contractor has to quote the final rates only, all including discount/ rebate etc. Any separate discount quoted shall not be considered.
- v) The offer shall be valid for 60 days from the date of bid opening.
- vi) Leaving an unfilled entry in the price bid against any term shall mean as Zero cost and the bid shall be evaluated accordingly.
- vii) KYC information has to be provided by the contractor before the execution of the agreement as per KYC format of the organization.
- viii) Putting price bid along with technical bid will lead to rejection of the bid summarily.