

No.D-19013/07/2019-Adm.III
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner (Central)

Room No.333-C, Wing, Shram Shakti Bhawan,
Rafi Marg, New Delhi, dated: 06.01.2020
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E-Tender Notice

Subject: Comprehensive Annual Maintenance and Service Contract (CAMSC) for Photocopiers machines installed in the office of the Chief Labour Commissioner (Central) (HQ), Ministry of Labour & Employment, New Delhi for the period of one year.

IMPORTANT DATES

PUBLISHED DATE	10.01.2020
BID DOCUMENT DOWNLOAD START DATE	15.01.2020
BID SUBMISSION START DATE	15.01.2020
BID DOCUMENT DOWNLOAD END DATE	05.02.2020
BID SUBMISSION END DATE	05.02.2020 UPTO 3.00 P.M.
BID OPENING DATE	06.02.2020 AT 4.00 P.M.

Online e-tenders are invited by the office of the Chief Labour Commissioner (Central)(HQ), under single bid system for Comprehensive Annual Maintenance and Service Contract of Photocopier machines installed at Shram Shakti Bhawan and Jaisalmer House etc. for the period of one year from date of award of contract as per list enclosed at Annexure-IV. These machines can be inspected by interested parties, if required, **during office hours on all working days before last date by prior appointment.**

2. The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> and <http://labour.gov.in> from 15.01.2020 to 05.02.2020 (upto 3.00 P.M.).

3. The interested bidders may submit the tenders online at <http://eprocure.gov.in/eprocure/app> in a single bid system in the prescribed proforma. Tender is to be submitted **only online** through e-Procurement Portal <http://eprocure.gov.in/eprocure/app>. All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the Tender documents. Tenders sent by any other mode or incomplete tenders will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

4. The general terms and conditions and other details to be submitted are at Annexure-I, II, III & IV.

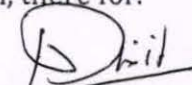
5. The original Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only) in the form of Account Payee Demand Draft/Bankers Cheque drawn in favour of Pay and Accounts Officer, Chief Labour Commissioner (Central), New Delhi and physically must be dropped only in Tender Box placed near Reception (Gate No.1) of Shram Shakti Bhawan, Rafi Marg, New Delhi between 9.00 AM to 3.00 PM on 05.02.2020. **In case original EMD has not been submitted during the above date and time, the bids will be rejected summarily.** However scanned copy of Bank Draft must be uploaded electronically on <http://eprocure.gov.in/eprocure/app>. Bids received after the prescribed date and time shall

not be considered. Late receipt of EMD i.e. after closure of online bidding, the bidder shall be disqualified and such bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily. EMD of unsuccessful bidder will be returned to them after the award of the contract. No interest is payable on this deposit. No bidder is allowed to withdraw application after submission of bid, if a bidder wants to withdraw, either before or after award of contract, their EMD will be forfeited. The firm registered under single point registration scheme of NSIC is exempted from the payment of Earnest Money Deposit.

6. The bids will be opened online in the presence of Bid Evaluation Committee in the office of the Chief Labour Commissioner (Central)(HQ) on 06.02.2020 at 04.00 P.M. in Room No. 508, Shram Shakti Bhawan, Rafi Marg, New Delhi. Bidder parties or their authorized representatives can also be present at the time of opening of bids. Only one representative on behalf of one tenderer shall be allowed to be present on the occasion. The Tender Evaluation Committee (TEC), after evaluation of the Bids, will give its specific recommendation (s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the members of the committee.

7. Each page of this tender notice & documents including general terms and conditions should be signed by the tenderer and rubber stamped in token of having been accepted the same in letter and spirit.

8. The competent authority in the office the Chief Labour Commissioner (Central), New Delhi reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, there for.



(Kuldeep Dixit)

Under Secretary to the Govt. of India
Telephone No. 23718153

Copy to:-

1. CLC(C) Portal
2. Director, NIC, Shram Shakti Bhawan with the request to place the aforesaid Notice on the website of the Ministry for wide publicity.
3. Notice Boards.
4. Hindi Section for Hindi version.
5. Reception Officer, Ministry of Labour and Employment, Shram Shakti Bhawan, New Delhi.
6. Asstt. Commandant, CISF, Shram Shakti Bhawan.

TERMS & CONDITIONS OF COMPREHENSIVE ANNUAL MAINTENANCE AND SERVICING CONTRACT OF PHOTOCOPIER MACHINES INSTALLED IN THE OFFICE OF THE CHIEF LABOUR COMMISSIONER (CENTRAL) (HQ), MINISTRY OF LABOUR & EMPLOYMENT.

PART-1: ELIGIBILITY CONDITIONS

1. The firm must have experience of 3 years in the field of servicing of Photocopiers. The firm should have experience of this work in at least 3 Govt. Departments and copies of award letters in this regard should be uploaded.
2. The firm must have an annual turnover of Rs.10 lakh or more every year during last 3 years from this business. Copies of proof in this regard should be uploaded.
3. The firm should be an Original Equipment Manufacturer (OEM) authorized service provider of particular brands for price which has been quoted of Photocopiers like Ricoh/Canon/Konica Minolta etc. and required to upload Authorization Certificate (current dated) from the respective OEM Manufacturing alongwith Technical Documents. Tenders of non-authorized firms shall be rejected.
4. If a single firm is not authorized by OEM of all brands of photocopier installed in this office of the Chief Labour Commissioner(Central)(HQ) then the office of the Chief Labour Commissioner(Central)(HQ) will have the option to split the work among the authorized service provider of different brands. If any authorized service provider has not bid for a brand, in that situation, authorized service provider whose rates are the lowest in all brands will serve the other brands at the same rate for which no other authorized service provider has quoted rates. The decision of the office of the Chief Labour Commissioner (Central)(HQ) in this regard will be final.
5. The firm should not have been blacklisted by any Govt. Department. An undertaking in this regard, duly signed by Owner/Proprietor, on a stamp paper of Rs.100/- duly attested by Notary (name should be clearly visible), should be given.
6. The firm is required to furnish document in support of its standing and good will in the form certificates from other Central Govt. Ministries/Departments/Organizations.
7. The number of machines to be placed under CAMSC is about 12 (twelve) and are of different brands. The number of machine may increase or decrease during the period of contract.
8. The CAMSC will include all parts (including plastic parts) and consumables for the machines except power supply and papers. It will be the responsibility of company/firm to provide and use genuine spare parts and consumables of machines of Manufacturer Company. If any damage is caused to machine due to use of spurious consumables or fake spare parts or during repair etc., cost of repair will be borne by CAMSC holder firm.

PART-2: SCOPE OF WORK, SECURITY DEPOSIT & PAYMENTS, PENALTIES AND OTHER CONDITIONS.

1. The successful Bidders will be awarded a Comprehensive Annual Maintenance and Service Contract for service and maintenance of photocopier machines installed in the office of the Chief Labour Commissioner(Central)(HQ)located in Shram Shakti Bhawan and Jaisalmer House.
2. The successful bidder will be required to furnish PERFORMANCE SECURITY of an amount of Rs.25,000/- (Rs. Twenty five thousand only) in the form of BANK GURANTEE from a Commercial Bank which should be valid for at least 60 days beyond contract period and would be returnable after completion of the contract period subject to fulfilment of terms & conditions of the contract **period and any deductions that may be decided by competent authority. These must be drawn in favour of PAY & ACCOUNTS OFFICER, Chief Labour Commissioner (Central), NEW DELHI. No interest is payable on this deposit. If work is split among the authorized service provider of different brands, then the performance security will be split in proportion of machines.**
3. This PERFORMANCE SECURITY is liable to be forfeited, if the services of the company are found to be unsatisfactory in any respect and / or if any of the conditions of the contract is contravened / breached and / or towards any damage is caused to Govt. property due to the negligence or otherwise of the firm or its employees. This Ministry will be at liberty to entrust the same to any other firm/company at the risk and expense of the defaulting company. The decision of the office of the Chief Labour Commissioner (Central), in this regard, shall be final.
4. This PERFORMANCE SECURITY is also liable to be forfeited, if the company backs out of the contract midterm without any express consent of this Ministry. This Ministry will be at liberty to entrust the same to any other firm/company at the risk and expense of the defaulting company. The decision of the office of the Chief Labour Commissioner (Central), in this regard, shall be final.
5. The Company will be required to depute one Resident Engineer in the office of the Chief Labour Commissioner (Central). Who will report to appropriate authority on all working days to attend to minor complaints immediately. The company/firm will also depute qualified technician(s) for attending complaints which cannot be handled by Resident Engineer. The details of technicians are required to be submitted to the office of the Chief Labour Commissioner (Central). on the letter head of the company along with copy of any Identity Card issued to them.
6. The company/firm will be required to intimate to all users the telephone/mobile numbers where complaints can be lodged, for this purpose stickers bearing name of company and telephone numbers will have to be put on all machines. A complaint number should be given by the company/firm every time a complaint is lodged.
7. Complaints should be attended within 3 hours. In case any complaint is lodged after 3.00 PM it should be attended **by 11.00AM next day positively.** In any circumstances the machine should be put in order within three days, failing which a penalty of Rs.300/- per day subject to a maximum of Rs.1,500/- will be deducted from the bill of the firm.
8. The company/firm will be required to maintain a record of complaints, consumables used, and parts replaced on every machine under contract indicating date, meter reading etc. It should be signed by technician and user on every visit.

9. The initial servicing of the machines (including inner and outer cleaning) will have to be completed within 15 days from the date of commencement of contract and a report duly signed by users will be submitted to the office of the Chief Labour Commissioner (Central) in this regard.
10. The machines should be **serviced every month** or **earlier** and **cleaned (outer & inner) every fortnight** or **earlier**, as required, even if there is no complaint from users. A report in this regard duly signed by users will have to be submitted by the company/firm at the end of every month.
11. Minor complaints, including regular cleaning (outer & inner), of machines which are under warranty, will also have to be attended by the company/firm through their Resident Engineer or other technician. Any major complaint, including requirement of toner, developer, drum etc. should be reported to concerned authority in the office of the Chief Labour Commissioner (Central) (HQ).
12. During the period of contract, the Company/firm will be responsible for proper and consistent functioning of all machines under contract. In case any machine goes out of order, the repair should be carried out by the Company/firm in the premises of the office of the Chief Labour Commissioner (Central). Only such work, which cannot be executed in the premises of office of the Chief Labour Commissioner (Central) (HQ), will be allowed to be done in the workshop of Company with prior permission of the office of the Chief Labour Commissioner (Central), for which no extra charges like cartage etc. will be payable.
13. In case any repair cannot be carried out immediately or within that day due to unforeseen circumstances, the technician should report it to the user and concerned official in Adm.III Section office of the Chief Labour Commissioner (Central).
14. If this office of the Chief Labour Commissioner(Central) feels that any of the machines, under the contract, was not properly maintained / serviced by the Company or does not function for reasonable period after repair, a penal deduction from the bills will be made as decided by competent authority in the office of the Chief Labour Commissioner (Central).
15. The payment will be made to the CAMSC holder firm on quarterly basis on presentation of bill and user satisfactory certificates, in triplicate, on the rates approved by the office of the Chief Labour Commissioner (Central).
16. In all matters of any dispute relating to this contract, the decision of this office of the Chief Labour Commissioner (Central) (HQ) will be final and binding upon the Company.
17. This office reserves the right to renew the contract, on same terms, conditions and rates, for such period as it may deem necessary taking into account the services rendered during the contract period.
18. The contract will be awarded on "as is where basis is".
19. The firm may be required to prepare & submit report etc. in respect of machines as may be directed by the Competent Authority.

20. While submitting the bid, the bidder will be deemed to have understood and accepted all the terms and conditions stated in this document and no change, what so ever desired, will be entertained by this office of the Chief Labour Commissioner (Central).
21. The company/firm may also be required to sign an agreement/contract as may be decided by the Competent Authority in the office of the Chief Labour Commissioner (Central).

(Signature of Owner/Proprietor/Authorized
Signatory of Company/Firm with company seal and date)

Annexure-II

Undertaking to be signed by the contractor/tenderer on behalf of his/her firm.

I-----do hereby undertake that I have clearly and precisely understood the terms and conditions of the tender, that I will abide by these terms and conditions mentioned in the tender notice/document and the rules and regulations/instructions of the Government, issued from time to time in letter and spirit, that any breach and/or violation of any of the terms and conditions and /or in case of my work being fund unsatisfactory at any time during the period of contract, my contract shall be liable to be terminated without assigning any reason thereof, and that in such case, the amount of security deposit shall stand forfeited to the Government and also I will be liable to make good all extra cost(s) borne by the office of the Chief Labour Commissioner(Central)(HQ),Ministry of Labour & Employment for getting the jobs done by other person(s) and/or any loss or damages that may be caused to the office of the Chief Labour Commissioner(Central)(HQ),Ministry of Labour & Employment owing to the unsatisfactory/failure to work on my part.

I-----also undertake that the decision of the office of the Chief Labour Commissioner (Central)(HQ),Ministry of Labour & Employment shall be final and binding in all cases, whatsoever may be, pertaining to this contract.

Place:

Date:

(Signature of Owner/Proprietor/Authorized
Signatory of Agency/firm with company seal and date)

ANNEXURE-III

Details to be submitted with the Tender Documents for Servicing/Maintenance of Photocopier Machines in the office of the Chief Labour Commissioner (Central) (H.Q).

S. NO.	PARTICULARS	TO BE FILLED BY TENDERER
1.	Details of EMD furnished	
2.	Name of the firm/agency	
3.	Address of firm/agency in Delhi/NCR	
4.	Telephone Number/Mobile Number	
5.	Name of owner/proprietor etc.	
6.	Whether assessed for IT/ST if so PAN and GSTN (alongwith copy)	
7.	Experience of working in Govt. departments (Names of departments may be listed here & copies of AMC Award letters may be enclosed)	
8.	Satisfactory services (proof enclosed)	
9.	Turnover of the firm for the last three years (proof enclosed)	
10.	Undertaking regarding the agency/firm not having been blacklisted or terminated or debarred till date by any Govt. department or no legal suit/criminal/tax evasion fraud case is registered against the agency/firm or its owner/proprietor/partner of agency/firm anywhere in India. (Enclose undertaking on Rs.100/- stamp paper)	
11.	Whether copy of terms & conditions duly signed by owner/proprietor or authorized signatory is attached in acceptance of same.	
12.	Authorization from Original Equipment Manufacturer (original ink signed copy must be dropped in tender box)	

Place:

Date:

(Signature of Owner/Proprietor/Authorized Signatory of Agency/firm with company seal)

ANNEXURE-IV

FINANCIAL DETAIL SUBMITTED WITH THE BID AS PER THE LIST OF
PHOTOCOPIERS INSTALLED IN THE OFFICE OF THE CHIEF LABOUR
COMMISSIONER (CENTRAL) (HQ), NEW DELHI

S. N.	ROOM NO. & NAME OF SECTION/ OFFICER WHERE INSTALLED	MACHINE MAKE	MODEL NO.	M/C S.NO.	Rate per copy FOR BLACK & WHITE PRINT (excluding GST.	Rate per copy FOR COLOUR PRINT (excluding GST.
1.	PS to CLC(C)/ 504	CANON	IRAC-3330	RJS00969	OK	Colour
2.	ADM.I/501	RICOH	MP-2501	E354M550083	OK	
3.	SE/VIG/501	CANON	C2220	RQT51498	OK	Colour
4.	CR Sec./509	CANON	IRAC-2220	RQT51028	OK	Colour
5.	VFN./ 503	RICOH	MP5054	G185R-590082	OK	
6.	IR SEC./509	CANON	IR-2525	FRZ-86432	OK	
7.	ADM.II /613,	RICOH	MP5054	G185R-590029	OK	
8.	IT Cell 501	KONICA (BIZHUB)	554C	A61D041002797	OK	
9.	ENFORCEMENT 611& LS.I,II,III/611	RICOH	MP-2501L	E354250057	OK	
10	CASH SECTION/605 and COORD.SEC./605	KONICA (BIZHUB)	558E	AA6T041001087	OK	
11	ADM.III/333-C WING	KONICA (BIZHUB)	558E	AA6T041001086	OK	
12	JAISALMER HOUSE	RICOH	MP5002(SP)	W534m650013	OK	