

No.D-15014/01/2015-Admn.II
Government of India
Ministry of Labour & Employment
(Admn.II Section)

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Shram Shakti Bhawan, New Delhi
Dated : 13th May, 2016

E-Tender Notice-II

Subject : **Procurement of Stationery items and Sanitary Items from firms/agencies registered with Ministry of Micro, Small and Medium Enterprises (MSME) for a period of one year.**

CRITICAL DATE SHEET

Published Date	13.5.2016
Bid Document Download/Sale Start Date	13.5.2016
Bid Submission Start Date	13.5.2016
Bid Document Download/Sale End Date	6.6.2016
Bid Submission End Date	6.6.2016 (3.00 PM)
Bid Opening Date	6.6.2016 (4.30 PM)

1. Online e-tenders are invited by the Ministry of Labour and Employment, (Main Secretariat) under single bid system for purchase of stationery and sanitary items from Micro and Small Enterprises registered bodies specified by Ministry of Micro, Small and Medium Enterprises as per the list enclosed at Annexure-IV. The estimated yearly consumption of the stationery and sanitary is expected around Rs. 15 lakh approximately.
2. General Terms and conditions of the tender is given in Annexure-I.
3. Specifications and allied technical details are given in Annexure-II which are to be submitted in the format given at Annexure III.
4. The tender is in single-bid system. Price Schedule of the various items detailed in "Annexure IV".
5. The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> & <http://labour.nic.in> from 13.5.2016.
6. The interested bidders may submit the tenders online at <http://eprocure.gov.in/eprocure/app> in all respects. All the documents in support of eligibility criteria, EMD etc. are to be scanned and uploaded along with the Tender documents. Original EMD for Rs.40,000 (Rs. Forty Thousand only) has to be submitted to Ministry of Labour &

Employment between 9.00 A.M. to 3.00 P.M on 6.6.2016 in the tender box placed at the Reception Counter, Shram Shakti Bhawan, Rafi Marg, New Delhi. In case original EMD is not submitted offline during the above date and time, the tender document will be rejected summarily.

7. The bids will be opened online by a Bids Evaluation Committee in the Ministry of Labour and Employment on 6.6.2016 at 4.30 P.M. in Room No. 518, Shram Shakti Bhawan, Rafi Marg, New Delhi. The Bid Evaluation Committee (BEC), 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 BEC.

The dates of opening of Bids may change as necessitated.

8. The competent authority in the Ministry of Labour and Employment 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.

(G.A. Raghuvanshi) 13/5/16

Under Secretary to the Govt. of India
Telephone No. 23766320

Copy to:-

1. All Ministries/Departments for circulation among their contract holders.
2. Director, NIC, Shram Shakti Bhawan with the request to place the aforesaid Notice on the website of the Ministry for wider publicity.
3. Notice Boards.
4. Director (Admn.), M/0 MSME for wide publicity among their registered vendors.
5. Hindi Section for Hindi version.

(G.A. Raghuvanshi) 13/5/16

Under Secretary to the Govt. of India
Telephone No. 23766320

Copy for information to:

1. Reception Officer, Ministry of Labour and Employment, Shram Shakti Bhawan, New Delhi.
2. Asstt. Commandant, CISF, Shram Shakti Bhawan.

General Terms and Conditions

Subject: **Notice Inviting online e-Tender for Stationery and Sanitary items from MSME registered firms/agencies for the Ministry of Labour & Employment, Shram Shakti Bhawan, New Delhi.**

1. Parties

The parties to the contract are the contractor (the tenders to whom the work have been awarded) and the Government of India through Under Secretary (Admn.II), Ministry of Labour & Employment for and on behalf of the President of India.

2. Address:

The Firm should be located in the area of Delhi/NCR.

For all purposes of the contract including arbitration thereunder the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by Registered post with acknowledgment to this Ministry. The contractor shall be solely responsible for the consequences of any omission or error to notify in change of address in the aforesaid manner.

3. Preparation and Submission of e-Tender:

The e-tender should be submitted in Single Bid System pattern.

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B

(i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(ii) In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.

(iii) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, Ministry of Labour and Employment may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

4. The firm/agency must be registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Mirco, Small and Medium Enterprises are only eligible to take part in this tender. Other firms which are not registered there will not be considered for e-tender purposed and their tender will be rejected summarily.

5. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER.

6. The tenderer should submit the technical details in Annexure-III of Contract form. An undertaking will be given by the bidder that sample of all items will be kept ready by them for inspection by the Ministry. Tenders of those bidders whose samples are not found upto the mark will be summarily rejected.

7. Price to be submitted in form given in Annexure-IV. **The price quoted will be exclusive of Taxes and shall be fixed and final. Taxes, as applicable will be extra, which will not be quoted in the bid. The Bidders will quote for each and every item. In case of non-quoting of rate of any item by any bidder (s), their tender may be summarily rejected.** At the time of payment Income Tax or any other tax payable shall be deducted at source.

8. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

9. Validity of the bids:

The bids shall be valid for a period of one year from the date of opening of the tender. This has to be so specified by the tenderer in the bid.

9. Right of acceptance:

The Ministry reserve the right to accept or reject any or all tender/quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender.

Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

10. Communication of Acceptance/Right of Acceptance:

Ministry of Labour & Employment reserves all right to reject any tender including of those tenders who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Ministry in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

11. Performance Security:

The successful tenderer will be required to furnish **Rs 90,000/- (Rs Ninety Thousand only)**, as Performance Security Deposit in the form of Fixed Deposit Receipt or Bank guarantee from any Nationalized Bank duly pledged in the name of the "Pay and Accounts Officer (MS), Ministry of Labour and Employment, New Delhi" for the period of one and half year from the date of award of the contract within 7 days from the date of acceptance of the tender.

The security deposit can be forfeited by order of this Ministry in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. On expiry of the contract, such portion of the said performance security deposit as may be considered by the Ministry of Labour &

Employment sufficient to cover any incorrect or excess payment made on the bill to the firm shall be retained until the final audit report on the account of firm's bill has been received and examined.

12. Period and Term of Delivery:

Delivery of goods shall be made by the supplier within 3 days of placing of purchase order. However, in case of emergent requirement he has to supply the required quantity of goods within 24 hours of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 1-2 hours.

13. Liquidated Damages

13(i) The date of delivery of the Store, stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. However, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damages under clause 13(ii) below.

13(ii) If the supplier fails to deliver the stationery and sanitary or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 1 % of the value of delayed supply for a period up to 4 (four) weeks and thereafter at the rate of 10% of the value of the delayed supply for another 4 (four) weeks of delay. In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

14. FORCE MAJEURE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

15. Insolvency etc:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified this Ministry shall have the power to terminate the contract without any prior notice.

16. Breach of Terms and Condition:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by this Ministry in that event and the security deposit shall also stands forfeited.

17. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of this Ministry, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

18. Right to call upon information regarding status of work:

The Ministry of Labour & Employment will have the right to call upon information regarding status of work/job at any point of time.

19. Terms of payment:

No payment shall be made in advance nor the loan from any bank or financial institutions shall be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the Ministry, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

20. All payment shall be made by Cheque/ECS only:

The Ministry shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in the preceding para.

The term 'Payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding EMD and Security Deposit governed by separate clauses of the contract.

21. Disclaimer:

The employees of Ministry of Labour & Employment and their near relatives are prohibited from participation in this tender.

22. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to be made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceeding shall take place at New Delhi and shall be conducted in English. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

23. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory (NCT) of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and Court within NCT of Delhi will have Jurisdiction to the exclusion of other courts.

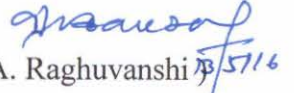
24. Periodicity/Duration of Tender:

The tender is initially for a period of one year and may be extended for a further period of 12 months or more on year to year basis with mutual consent on the same terms and conditions and rates with the approval of Competent Authority.

25. **Other Conditions:**

The successful firm will be required to do the work/job for a period of one year from the date of award the contract. This Ministry shall, however, reserve the right to terminate the contract at any time without assigning any reason.

The job will be entrusted on the basis of all inclusive rate contract on **'as is where is'** and competitive rates basis.



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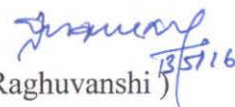
Specifications and allied Technical Details

Parameters and Technical Specifications for Executing the Work:

1. The firm must be registered with Ministry of Micro, Small and Medium Enterprises and should have the turnover of Rs. 15,00,000/- (Rs. Fifteen Lakh only) for the last three consecutive years.
2. The firm has to submit a proof of registration and turnover as mentioned above supported by documentary materials.
3. The supply order will be placed as and when required, irrespective of the quantity ordered and the successful supplier will have to meet all the requirement of the Ministry immediately on receipt of the supply order and in any case within a maximum period of 3 days from the date of supply order. However, the supply of urgent nature shall have to be made on the same day. In few cases the items are to be delivered at a very short notice i.e. within 1-2 hours.
4. **The price quoted will be exclusive of Taxes and shall be fixed and final. Taxes, as applicable will be extra, which will not be quoted in the bid.** The firm should also have a valid TIN number, which should be mentioned.
5. The firm should be able to provide the requisite brand or similarly placed brand in case of manufacturer of the item (s).
6. The delivery of the items will have to be made at Shram Shakti Bhawan. No transportation/cartage charges will be provided for the same.
7. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten. If there is difference in numerals and words in price, the price quoted in words will be considered as final.
8. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
9. The rates of various stationery and sanitary items can be varied from firm to firm and in any case Ministry shall not be bound to accept the lowest rates of the item(s) of the

particular firm. The contract as a whole shall be entrusted to only one or more firms(s) for a year after calculating/comparing the rate of major items consumed by the Ministry throughout the year and the other method adopted, as deemed fit by the Bids Evaluation Committee of the Ministry.

10. The Bids Evaluation Committee of the Ministry shall go into all aspects including cost factors of major consumable stationery and sanitary items and then decide for awarding of the tender. By quoting lower rates in respect of some items, a firm does not become entitle for awarding the contract in its favour of those item(s). The tender is not to be awarded in piece-meal and item-wise to the firm(s) who have quoted the lowest rate(s) for the item(s). In order to get selection/consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection for awarding contract will be calculating/comparing the rate of major items consumed by the Ministry throughout the year and the other method adopted, as deemed fit by the Bid Evaluation Committee. **The Ministry reserves the right to accept/reject any quotation either in part or full without assigning any reason thereof**, or to award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.



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TENDER FORM-1- TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required).

SN	Details of the Firm/Bidder	Page No	
1.	Name & Address of the Tenderer/Concern		
2.	Whether the Firm is located in the area within Delhi/NCR.		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organisation		
4.	Details of the Earnest Money Deposit (EMD) worth Rs. 40,000 (Rs. Forty thousand only)		
5.	Whether each page of NIT and its annexure has been signed and stamped		
6.	Whether Bidders have quoted for each and every item mentioned in Chapter IV.		
7.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
8.	Proof of the last three year's turnover of the firm which should not be less than Rs. Fifteen lakh only continuously for the preceding three years		
9.	Permanent Account Number		
10.	Sale Tax Registration No		
11.	TIN No. with Proof		
12.	Whether copies of authenticated balance sheet for the past three years enclosed		
13.	Any other information important in the opinion of the tenderer		

Note:

- **Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.**
- **In case of non-fulfillment of any of the above information/document (s), the Tender will be summarily rejected without giving any notice.**

(Dated Signature of the Tenderer with stamp of firm)

Dated :

Place :

Undertaking

- 1 That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
- 2 That I/We shall supply the items of requisite quality.
- 3 That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
- 4 That I/We undertake that sample of items will be kept ready for inspection by the Ministry. I/we shall be responsible for the cancellation of tender if samples are not up to the mark.

(Dated Signature of the Tenderer with stamp of firm)

Date :

Place

List of Stationery and Sanitary items

Bidder's Name

Price Schedule

- The Bidders will quote for each and every item. In case of non-quoting of rate of any item by any bidder (s), their tender will be summarily rejected.
- The price quoted will be exclusive of Taxes and shall be fixed and final. Taxes, as applicable will be extra, which will not be quoted in the bid.

	Name of Items	Make/Brand/Specification	Unit in which items to be procured	Rate per unit of items (Excluding Tax) (In Rs.)
1	Acid Bottle	As per Sample	Each	
2	Adhesive Sticker		Pad	
3	Adhesive yellow slip 2X3		Nos.	
4	Adhesive yellow slip		Nos.	
5.	Adhesive yellow slip 3X3		Nos.	
6.	Adhesive yellow slip 4X3		Nos.	
7.	Adhesive yellow slip 5X3		Nos.	
8	All Pin		Nos.	
9.	Assistant Diary Register 4 qr.		Nos.	
10	Bond Paper (120 GSM)		Pad	
11	Bucket Big		Nos.	
12	Bucket Small		Nos.	
13	Broom (Phool)(Big)		Nos.	
14	Broom Nariyal		Nos.	
15	Brown packing tape 2 " size		Nos.	
16	Brown packing tape 1 " size		Nos.	
17.	Brown packing tape 3 " size		Nos.	
18	Card Board 300 gsm		Nos.	
19	Cash Book 200 page		Nos.	
20	Chart Paper (100gsm)		Nos.	
21.	Doormat (2' X 4")		Nos.	
22	Duplo Ink DP 850		Nos.	
23	Duplo Master Roll DP 850		Nos.	
24.	Dustbin Big (50 Lts)		Nos.	
25.	Dustbin Small (10Lts)		Nos.	
26.	Duster (white) 40X40 cm		Nos.	
27.	Duster (Yellow) 60X60 cm		Nos.	
28	Duster Floor (Big size)		Nos.	
29	Envelop SE-5 white 120 gsm		Per thousand	
30	Envelop SE-5 brown 120 gsm		Per thousand	
31	Envelop SE-6 white120 gsm		Per thousand	

32	Envelop SE-6 brown 120 gsm		Per thousand	
33	Envelop SE-7 A white 120 gsm (with cloth)		Per thousand	
34	Envelop SE-7 A white 120 gsm (with jali)		Per thousand	
35	Envelop SE-7 A brown 120 gsm (with cloth)		Per thousand	
36	Envelop SE-7 A brown 120 gsm (with jali)		Per thousand	
37	Envelop SE-8 A brown 120 gsm (with cloth)		Per thousand	
38	Envelop SE-8 A brown 120 gsm (with Jali)		Per thousand	
39	Envelop SE-8 A white 120 gsm (with Jali)		Per thousand	
40	Envelop SE-8 brown 120 gsm (with cloth)		Per thousand	
41	Envelop white A/ 4 size 120 gsm		Per thousand	
42	File Board		Nos.	
43	File Cover (The name of Ministry of Labour & Employment should be printed on the File cover)		Nos.	
44	File Flap		Nos.	
45	File Tray (12X18 inch)		Nos.	
46	Garbage Bag (Small)		Per Hundred	
47	Garbage Bag (Small)		Per Hundred	
48	Gum Bottle (300 ml)		Nos.	
49	Gum Bottle (700 ml)		Nos.	
50	Hammer		Nos.	
51	Ink Bottle		Nos.	
52	Master Roll Riso RN 2030		Nos.	
53	Master Roll Riso RZ 3700		Nos.	
54	Needle (big)		Nos.	
55	Packing paper brown (good quality)		Ream	
56	Paper Cutter		Nos.	
57	Paper Duplicating A4 80 gsm		Nos.	
58	Paper Photostat A3 80 gsm		Ream	
59	Paper Photostat A4 80gsm		Ream	
60	Paper Photostat A4 75 gsm		Ream	
61	Paper Photostat FS 80 gsm		Ream	
62	Phenyle white 5 ltr		Tin	
63	Phenyle Black 5 ltr		Tin	
64	Pin Stapler (Medium) 24/6		Nos.	
65	Pin Stapler 23/10		Nos.	
66	Pin Stapler 23/17		Nos.	
67	Pin Stapler 23/8		Nos.	

68	Pin Stapler (Small) 10D		Nos.	
69	Plastic Mug		Nos.	
70	Pocker (Steel)		Nos.	
71	Riso Ink RN 2030		Nos.	
72	Riso Ink RZ 3700		Nos.	
73	Scissor 9"		Nos.	
74	Scissor 12"		Nos.	
75	Scissor brass handle		Nos.	
76	Sealing wax (Good Qlty.)		Pkt.	
77	Stamp Pad Ink		Nos.	
78	Stapler (Medium) 24/6		Nos.	
79	Stapler (Small) 10D		Nos.	
80	Stapler 127/7 Big		Nos.	
81	Stapler 12S/17 Big		Nos.	
82	Sutli (Jute)		Kg.	
83	Sutli(Plastic)		Kg.	
84	Toilet Cleaning Brush		Nos.	
85	Wiper (Ord)		Nos.	
87	Wiper Big with Long Handle		Nos.	
88	Wiper Big with Long Handle Movable (for Glass)		Nos.	

* **It should be of good quality as per sample available in the Ministry.**

Date :

Signature of authorized person

Place :

Name:

Seal:

Note: All the supporting documents should be scanned and uploaded with the bid documents.