E-TENDER NOTICE


E-TENDER DATE SHEET

<table>
<thead>
<tr>
<th>PUBLISHED DATE</th>
<th>24.01.2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID DOCUMENT DOWNLOAD/SALE START DATE</td>
<td>24.01.2017</td>
</tr>
<tr>
<td>BID SUBMISSION START DATE</td>
<td>24.01.2017</td>
</tr>
<tr>
<td>BID DOCUMENT DOWNLOAD/SALE END DATE</td>
<td>13.02.2017</td>
</tr>
<tr>
<td>BID SUBMISSION END DATE</td>
<td>13.02.2017 UPTO 3.00 PM</td>
</tr>
<tr>
<td>BID OPENDING DATE</td>
<td>14.02.2017 AT 3.00 PM</td>
</tr>
</tbody>
</table>

Online e-tenders are invited by the Ministry of Labour and Employment (Main Secretariat) under single Bid system for Comprehensive Annual Maintenance Contract for Plasma/LCD/LED TV screens in the Ministry of Labour & Employment, New Delhi for the period 2017-18 as per the list enclosed at Annexure-I. General Term & Conditions are as per Annexure-II.

2. Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousand only) should be submitted in sealed envelope separately in the form of Bank Draft/Pay Order/Banker’s Cheque in favour of “Pay and Accounts Officer (MS), Ministry of Labour and Employment, New Delhi

3. The tender documents can be downloaded from the websites of http://eprocure.gov.in/eprocure/app from 24.01.2017 to 13.02.2017 (upto 3.00 P.M.).

4. The interested bidders may submit the tenders online at http://eprocure.gov.in/eprocure/app in single bid system in the prescribed proforma in all respects alongwith Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only) refundable (without interest). 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.
5. The payment towards Annual Maintenance Contract shall be made in four installments each at the end of three months/each quarter on production of satisfactory reports from the concerned users.

6. The Company is required to furnish signed copy of the enclosed terms and conditions (Annexure-II) along with an undertaking as per Annexure-III of this notice with their tender offer. Successful bidder will have to deposit security-cum-performance guarantee, which will be equal to 10% of their bid amount in the form of Bank guarantee in favour of Pay and Accounts Office (MS), Ministry of Labour & Employment valid for 15 months from the date of acceptance of contract.

7. The bids will be opened online by a Bids Evaluation Committee in the Ministry of Labour and Employment on 14.02.2017 at 3.00 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 defer or 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.

Atul Kumar Singh
Under Secretary to the Govt. of India
Tel.No. 23766320

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. CPP Portal.
5. Hindi Section for Hindi version.

Copy to:

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

Atul Kumar Singh
Under Secretary to the Govt. of India
Tel.No. 23766320
RATE MAY BE QUOTED ON “UNIT-WISE” BASIS

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Size</th>
<th>No. of Units</th>
<th>Rate (excluding Tax) Per Unit</th>
<th>Total Rate* (excluding Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>65” LCD</td>
<td>01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>50” Plasma</td>
<td>02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>50” LCD</td>
<td>02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>40/42” LCD</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>32” LCD</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Projector with Lamp</td>
<td>02</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Tax extra.

Number of equipment may vary depending upon its working status like condemnation or addition of equipment after expiry of warranty period.

(Signature)
Rubber Stamp of the Agency
ANNEXURE-II

TERMS AND CONDITIONS

1. The contract shall be on a comprehensive maintenance service basis and no extra charges for any general wear and tear/spare parts, etc. shall be made by the Ministry of Labour & Employment. During the contract period it will be the responsibility of the firm to keep the equipment in perfect working order.

2. The repair works will have to be carried out at the location of the equipment except in the exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop.

3. The payment towards Comprehensive Annual Service Maintenance Contract shall be made in four installments each at the end of three months/each quarter on production of satisfactory reports from the concerned users.

4. The firms are required to furnish the following:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Copy of TIN and PAN.</td>
</tr>
<tr>
<td>2</td>
<td>Copy of Income Tax/Service Tax filling for the last three years.</td>
</tr>
<tr>
<td>3</td>
<td>Testimonials from at least 1-2 Govt. /Semi-Govt. / Public Sector Organisations/Banks regarding their satisfactory performance of similar contract for two years</td>
</tr>
<tr>
<td>4</td>
<td>Certificate clarifying that firm or its subsidiary or promoters has not been black listed by any of the government agency and no such case is undergoing/pending upon the firm/promoters</td>
</tr>
</tbody>
</table>

5. The firm is required to furnish signed copy of this notice accepting terms and conditions of the AMC along with their bid.

6. Penalties and Other Conditions are detailed below:

➢ If this Office feels that any of the electrical items, was not properly maintained / serviced by the Company or does not function for reasonable period after repair, a suitable deduction from the bills will be made. The decision of this Ministry as regards to the reasonableness of deduction will be final and binding on the Company.
This Ministry may terminate the contract at any time without assigning any reason thereof, if the work of the Company is found to be unsatisfactory and this Ministry will be at liberty to entrust the same to any other firm/company at the risk and expense of the defaulting Company. In this connection, the decision of this Ministry shall be final and binding upon the Company.

In all matters of dispute relating to this contract, the decision of this Office will be final and binding upon the Company.

While submitting the quotation, the bidder is deemed to have read, understood and accepted all the terms and conditions stated in this document and no change, whatsoever desired, will be entertained by this Ministry.

7. In the event of the contractor failing to observe or perform any of the conditions of the work as set out herein or execute the work with regard to the material and printing quality to the satisfaction of and by the time fixed by the Ministry etc., in executing the work, the deposited money will be forfeited to the Ministry and the contract will be terminated immediately. The contractor shall be liable to make good the loss (es), if, any, that may be suffered by the Ministry due to his/her actions and/or omissions.

8. In case of breach of any of the terms and conditions mentioned herein, the Ministry will have the right to cancel the work order and nothing will be payable by this Ministry. In that event the security deposit i.e. “at least 10% to the total of the deposited money” shall also stand forfeited. In case, the balance money/security deposits fall short of the amount of damages/losses chargeable by the Ministry, the contractor shall pay the same to the Ministry immediately on receipt of a demand letter from the Ministry. The Courts of Delhi will have jurisdiction over all disputes related to this tender.

9. The firm shall not assign or sublet the work or any part of it to any other person or party without first obtaining permission in writing of the Ministry, which it will be at liberty to refuse if it thinks fit.

10. The Ministry will have the right to call upon any information pertaining to the work at any point of time and the firm will be bound to provide the information on receipt of the Ministry in this regard.

11. The Ministry will make payment after the work is executed and bill is furnished by the contractor after the satisfaction of the Ministry with respect to the work carried out.

12. The tender is initially for a period of one year and may be extended for a further period upto 1 year with mutual consent on satisfactory performance during Tender Period on the same terms and conditions and rates. The extension of contract will be on sole discretion of the Ministry depending upon the satisfactory services of the firm.

###

Page 5 of 6
Undertaking to be signed by the firm/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 found 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 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 Ministry of Labour & Employment owing to the unsatisfactory/failure to work on my part.

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

Place:
Date:  

Signature & Rubber stamp of the Tenderer/firm