

E-Tender Notice

Subject: Comprehensive Annual Maintenance Contract (CAMC) for two RISO duplicating machines and one DUPLO machine installed in the Ministry of Labour & Employment (MS), New Delhi for the period of one year.

IMPORTANT DATES

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| PUBLISHED DATE | 22.02.2019 |
| BID DOCUMENT DOWNLOAD START DATE | 22.02.2019 |
| BID SUBMISSION START DATE | 22.02.2019 |
| BID DOCUMENT DOWNLOAD END DATE | 14.03.2019 |
| EMD SUBMISSION DATE | 14.03.2019 from 9 AM UPTO 3 P.M. |
| BID SUBMISSION END DATE | 14.03.2019 UPTO 3 P.M. |
| BID OPENING DATE | 15.03.2019 AT 4.00 P.M. |

Online e-tenders are invited by the Ministry of Labour and Employment (Main Secretariat) under single bid system for **two RISO duplicating machines(Model- sf9350) and one DUPLO machine(model-DP-U850) installed in the Ministry of Labour & Employment (MS), New Delhi for the period of one year** from date of award of contract. 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 22.02.2019 to 14.03.2019 (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.

5. The original Earnest Money Deposit (EMD) of Rs.6,000/- (Rupees Six thousand only) in the form of Account Payee Demand Draft/Bankers Cheque drawn in favour of "Pay and Accounts Officer (Main Sectt.) Ministry of Labour & Employment, 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 14.03.2019. **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


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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 by Bid Evaluation Committee in the Ministry of Labour and Employment on 15.03.2019 at 04.00 P.M. in Room No. 518, 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 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 Documents, without assigning any reason, there for.


(Deepak Dan Barnwal)

Under Secretary to the Govt. of India
Telephone No. 23473201

Copy to:-

1. CPP Portal
2. All Ministries/Departments for circulation among their contract holders.
3. Director, NIC, Shram Shakti Bhawan with the request to place the aforesaid Notice on the website of the Ministry for wide publicity.
4. Notice Boards.
5. Hindi Section for Hindi version.
6. Reception Officer, Ministry of Labour and Employment, Shram Shakti Bhawan, New Delhi.
7. Asstt. Commandant, CISF, Shram Shakti Bhawan.

TERMS & CONDITIONS OF CONTRACT FOR COMPREHENSIVE SERVICING MAINTENANCE OF 2 RISO MACHINE(MODEL-sf9350) AND ONE DUPLICATING MACHINE(MODEL-DPU-850) OF MINISTRY OF LABOUR & EMPLOYMENT(MS).

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**PART-1: ELIGIBILITY CONDITIONS**

1. The firm must have experience of 3 years in the field of servicing of duplicating machines. 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.5 lakh or more every year during the last 3 years i.e. 2015-16, 2016-17 and 2017-18. 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 like RISO/DUPLO and Authorization Certificate(Current Date) from the respective OEM alongwith technical documents must be uploaded. Tenders of non-authorized firms shall be rejected.
4. If a single firm is not authorized by OEM of all brands of Duplicating Machines installed in CR Section of this Ministry, in this case, Ministry will have the option to split the work among the authorized service providers of different brands. If any 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 Ministry in this regard will be final.
5. The number of machines to be placed under AMC is 03(Three). The number of machine may increase or decrease during the period of contract and the payment will be made on pro-rata basis as per approved rates.
6. The Company will be required to depute Technician/Engineer in this Ministry, on call immediately.
7. The company/firm will be required to intimate to users the telephone/mobile numbers where complaints can be lodged, Complaints should be attended within 03(Three) hours. In case, any complaint is lodged after 3.00 PM, it should be attended by 11.00 AM next day positively.
8. The company/firm will be required to maintain a record of complaints 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 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.

  
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10. 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 this Ministry. Only such work, which cannot be executed in the premises of this Ministry, will be allowed to be done in the workshop of Company with prior permission of this Ministry for which no extra charges like cartage etc. will be payable.
11. 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.II Section of this Ministry.
12. If this Ministry feels that any of the machines, under the contract, was not properly maintained/ serviced by the Company or does not function for reasonable period, payments of the bills will be made after a penal deduction as decided by the competent authority in the Ministry.

#### **PART-2: SCOPE OF WORK, PERFORMANCE SECURITY AND PAYMENTS**

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 Ministry of Labour & Employment located in Shram Shakti Bhawan .
2. The successful bidder will be required to furnish **PERFORMANCE SECURITY** of an amount of Rs.14,000/- (RUPEES Fourteen thousand only) for three duplicating machines in the form of **FIXED DEPOSIT RECEIPT/ 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 (MS), MINISTRY OF LABOUR & EMPLOYMENT, NEW DELHI**". No interest is payable on this deposit. **If work is split among the authorized service providers of different brands, then the performance security will be split in proportion of machines.**
3. This **PERFORMANCE SECURITY/SECURITY DEPOSIT** 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 this Ministry, in this regard shall be final.

  
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4. This **PERFORMANCE SECURITY** is also liable to be forfeited, if the company backs out of the contract midterm without any express consent to this Ministry.
5. The payment will be made to the AMC holder on quarterly basis on presentation of bill, in triplicate, on the rates approved by this Ministry.
6. The company/firm may also be required to sign an agreement/contract as may be decided by the Competent Authority in the Ministry.
7. In all matters of any dispute relating to this contract, the decision of this Ministry will be final and binding upon the Company.
8. The contract will be awarded on "as is where is basis"
9. The firm may be required to prepare & submit report etc. in respect of machines as may be directed by the Competent Authority.
10. While submitting the quotation, the bidder will be 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.
11. The Contract will be valid initially for a period of one year with effect from the date of award of the Contract. However, the contract may be extended for a further period of one year. The grant of extension of contract for a further period of one will be sole discretion of the Ministry depending upon the satisfactory services of the firm.

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**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 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 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 I am owner/proprietor etc. of (Name of firm/agency with complete address), that I am citizen of India, that I have never been in custody or jail and no criminal or judicial case is pending against me or my firm/agency in any court of law in any part of India and abroad and that I have never been convicted for any offence under the law, that my firm/agency has never been blacklisted by any Govt. office or agency, that contract of my firm/agency has never been cancelled or terminated prematurely by any Govt. office/agency due to non-satisfactory service.

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 and that the above statement is true.

Place:

Date:

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

**Details to be submitted with the Tender Documents for Servicing/Maintenance of Duplicating Machines in the Ministry of Labour & Employment**

| <b>S. NO.</b> | <b>PARTICULARS</b>                                                                                                                                                                                                                                                                                                                    | <b>TO BE FILLED BY TENDERER</b> |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 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 signed copy must be dropped in tender box)                                                                                                                                                                                                                               |                                 |

Place:

Date:

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