

No.D-31016/2/2017-Adm.II  
Government of India  
Ministry of Labour & Employment

Shram Shakti Bhawan, New Delhi,  
Dated the 14<sup>th</sup> December, 2017

**E-TENDER NOTICE**

Subject: Annual Maintenance Contract for provision of Plants etc. in the Ministry of Labour & Employment(MS), New Delhi for a period of one year.

**IMPORTANT DATES**

PUBLISHED DATE	14.12.2017
BID DOCUMENT DOWNLOAD START DATE	14.12.2017
BID SUBMISSION START DATE	14.12.2017
BID DOCUMENT DOWNLOAD END DATE	04.01.2018
BID SUBMISSION END DATE	04.01.2018 UPTO 3.00 PM
EMD SUBMISSION DATE	04.01.2018 FROM 9.00 A.M. TO 3.00 P.M.
BID OPENING DATE	05.01.2018 AT 4.00 PM


Online e-tenders are invited by the Ministry of Labour & Employment (Main Secretariat) for Annual Maintenance Contract (AMC) for provision of Plants etc. in Shram Shakti Bhawan and Jaisalmer House as per **Annexure-III**.

2. The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> and <http://labour.nic.in> from 14.12.2017 to 04.01.2018 (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 **online only** 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 of the tender, technical details and undertaking to be submitted are at **Annexure-I, II & IV**.

5. The 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 (MS.) Ministry of Labour & Employment, New Delhi in original 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 04.01.2018. In case, original EMD is not submitted by the above date and time, the bids will be rejected summarily. However, scanned copy of Demand Draft/Bankers Cheque must be uploaded electronically on <http://eprocure.gov.in/eprocure/app>. Late receipt

  
14/12/17

of EMD i.e. after closure of online bidding, the bidder shall be disqualified and such bid will not be considered. 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.

6. The bids will be opened online by Tender Evaluation Committee in the Ministry of Labour and Employment on 05.01.2018 at 4.00 P.M. in Room No. 518, Shram Shakti Bhawan, Rafi Marg, New Delhi. The Tender Evaluation Committee, 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. The competent authority in the Ministry of Labour and Employment reserves the right to postpone/cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.



(Deepak Dan Barnwal)  
Under Secretary to the Govt. of India  
Telephone No. 23473201

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



( Deepak Dan Barnwal)  
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Copy for information to:

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

## ANNEXURE-I

### **TERMS & CONDITIONS FOR AWARDING CONTRACT FOR PLANTS ETC. IN MINISTRY OF LABOUR & EMPLOYMENT (MS), NEW DELHI.**

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#### **Part-1: ELIGIBILITY CONDITIONS**

- (i) The firm must have experience of 3 years of this field and working in Govt. Departments along with certificate of satisfactory performance.
- (ii) The firm should have achieved a minimum turnover of Rs.5.00 lakh every year during last 3 years.
- (iii) The firm/agency or its owner should have a valid PAN and GST Number, if applicable.
- (iv) The firm should not have been blacklisted by any Govt. Department and no legal suit / criminal case should be pending against it, its owner or proprietor or any partner or been earlier convicted for violation of any law in force to be eligible. An undertaking to this effect duly signed by concerned person on a Stamp Paper of Rs.100/- (duly attested by Notary Public), should be submitted along with tender documents. This statement, if found to be incorrect in any manner or part thereof, at any stage including after award of contract, shall result in forfeiture of EMD or Security Deposit and the contract will also be cancelled immediately.
- (v) The firm/agency should furnish the proof of experience, copy of IT return, antecedents, copy of PAN, turnover (clearly indicated in Profit and Loss Statement), undertaking etc. with the tender.
- (vi) Requisite information in Prescribed Performa as per Annexure-II should be furnished.
- (vii) 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.
- (viii) The Ministry reserves the right to reject any or all of the tenders without assigning any reasons thereof.
- (ix) The tender without requisite documents shall be rejected outright.
- (x) **Un-realistic rates** (i.e. too high or too low) quoted by the firms will make their tender liable to being summarily rejected by this Ministry. No correspondence in this regard shall be entertained.

- (xi) 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 bid/offer.
- (xii) In case more than one bidder quotes the same rates, resulting in a tie, the lowest bidder will be decided on the basis of draw of lots.

## **Part -2: SCOPE OF WORK**

- (i) The successful Bidders will be awarded an Annual Maintenance Contract for provision of Plants, etc. in the Ministry of Labour & Employment located in Shram Shakti Bhawan.
- (ii) Successful bidder will be required to furnish PERFORMANCE SECURITY @ 10% of the value of annual contract as per quoted rate in the bid document in the form of Bank Guarantee or Fixed Deposit Receipt from any 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 fulfillment of terms & conditions of the contract 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. EMD of successful bidder will be returned to them after the award of the contract and completion of due formalities. No interest is payable on this deposit.
- (iii) During the period of contract, the firm/agency will be responsible to proper maintenance of plants and related work in the Ministry on daily timely.
- (iv) The period of contract will be for one year from the date of award of contract. The contract can be terminated without assigning any reasons thereof.
- (v) Plants are to be provided at Shram Shakti Bhawan and Jaisalmer House.
- (vi) The number of plants etc. may be **increased** or **decreased** during the contract period.
- (vii) The firm will maintain all the plants supplied as per **Annexure-III** on daily and timely basis including watering, cleaning, pruning, trenching, spraying of insecticides, putting manure, and filling moss grass etc.
- (viii) The firm will supply healthy indoor plants which include seasonal/annual flower plants in earthen/plastic pots of  $\frac{3}{4}$  ft. to 1 ft. height with plastic plate underneath.
- (ix) A random check will be conducted to inspect the freshness, quality, and quantity of the plants.
- (x) The arrangements for potted plants are to be provided daily or as per order.

- (xi) Minimum one person should be deputed to look after and maintain the potted plants arrangements on all working days.
- (xii) **No extra charges** for transportation of plants or replacement/ rejection etc. shall be paid. The rates quoted shall be inclusive of all charges, but exclusive of taxes, if any and no extra payment shall be paid.
- (xiii) **No charges** for theft or damage of pots etc. shall be payable.
- (xiv) The decision of the Ministry with regard to any terms and conditions of the contract will be final and binding on the contract holder.
- (xv) 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.
- (xvi) The contract is for one year from the date of awarding of the contract. The Ministry can further renew/extend the contract for another period of one year on mutual consent, on same terms, conditions and rates, after taking into account the services rendered during the contract period.
- (xvii) Payment would be released after the receipt of certificate for a number of plants which have been arranged at various locations/rooms and a certificate to that effect has been given by SO, Adm.II/ASO (Adm.II)/ MMO or anybody who is authorized by HOD in the Ministry.
- (xviii) The payments for work will be made after successful completion of work on quarterly basis on presentation of bill as per the rates approved by this Ministry.
- (xix) Each and every plant shall be assigned a number and a record for the same would be furnished.

### **PART - 3: PENALTIES & OTHER CONDITIONS**

- (i) If these arrangements are found inadequate in number or not supplied for any reasons for more than two days or if the quantity is not maintained during a particular month or plants are not properly maintained / changed by the firm. 10(Ten) percent of the total bill amount for the relevant month may be deducted as penalty apart from the amount deducted for shortfall in number of plants.
- (ii) This Ministry may terminate the contract at any time without assigning any reason thereof, if the work of the firm is found to be unsatisfactory then this Ministry will be at liberty to entrust the same to any other firm 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.
- (iii) In all matters of dispute relating to this contract, the decision of this Office will be final and binding upon the Company.

(iv) While submitting the tender, 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.

Place:

Date:

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

**Annexure –II**

**Details to be submitted with the Tender Documents for provision Plants etc. in  
the Ministry of Labour & Employment**

1.	Details of EMD furnished	
2.	Name of the firm/agency	
3.	Address of firm/agency	
4.	Telephone Number/Mobile Number	
5.	Name of owner/proprietor etc.	
6.	The firm must have submit copy of PAN number and GST Number, if GSTN is not available, reason should be recorded.	
7.	Does the firm have a turnover of minimum Rs.5.00 lakh every year during last 3 years from similar work i.e. for 2016-17, 2015-16 and 2014-15.	
8.	Past experience of working in Govt. Ministries/Departments/PSUs (indicate names) (copies of previous/current contracts during last 3 year should be attached) alongwith certificate of satisfactory performance.	
9.	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)	
10.	Whether copy of terms & conditions duly signed by owner/proprietor or authorized signatory is attached in acceptance of same.	
11.	Token of acceptance of the terms and conditions as specified in the tender notice.	

Place:

Date:

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

**Annexure-III**

**FINANCIAL DETAILS OF THE PLANTS ARRANGEMENTS IN MINISTRY OF LABOUR  
& EMPLOYMENT TO BE SUBMITTED WITH THE BID**

The Ministry of Labour and Employment requires 250 potted plants in earthen/plastic pots are to be provided and arranged as per order in the Ministry of Labour and Employment. The plants, which are to be provided in the Ministry are as under:

S. No.	Name of Plant	Rate of each plant with earthen/plastic pot to be provided with the bid (excluding tax)*
1.	Araucaria (Top to bottom lush green, well developed)	
2.	Areca-palm (3-5 feet at least 2 to 4 trees should be potted in each pot)	
3.	Oxicodium (Well developed from top to bottom)	
4.	Money plant broad leaves mounted on 3 feet moss stick. Three plants in each pot well developed from top to bottom. Height should be 2 to 2 ½ feet.	
5.	Croton	
6.	Dieffenbachia	
7.	Spider plant	
8.	Dracaena (song of India)	
9.	Rhapis plant	
10.	Aglaonema	

\*Taxes Extra if any.

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.

Place:

Date:

(Signature of the Owner/Proprietor/Authorized signatory  
of the firm/agency with firm/agency seal)



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

I/We-----do hereby undertake that I/we have clearly and precisely understood the terms and conditions of the tender, that I/we 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 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/we-----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 of Owner/Proprietor/Authorized  
Signatory of Agency/firm with company seal)