

F. No. D-14019/01/2016-Adm.II
Government of India
Ministry of Labour & Employment

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 28th April, 2016

'TENDER NOTICE'

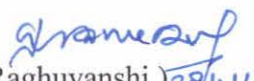
Subject: Annual Contract for Dry-cleaning of carpets, chairs & Sofa sets etc. in the Ministry of Labour & Employment for one year i.e. 2016-17.

Tenders are invited in Single Bid System for **Dry-cleaning of carpets, chairs & Sofa sets etc. in the Ministry of Labour & Employment during a period of one year i.e. 2016-17** at Shram Shakti Bhawan & Jaisalmer House, New Delhi, as per the details given in the **Annexure-I** on the following terms & conditions :

2. General Terms & Conditions of the Tender are given at **Annexure-II** & Undertaking to be submitted is at **Annexure- III**.

3. The interested contractors may submit their detailed tenders alongwith the Earnest Money of Rs. 5,000/-(Rupees Five thousand Only) in the form of Demand Draft/Bankers' Cheque addressed to the undersigned in a sealed cover which should be prominently marked with the words **"Tender for Dry-cleaning of carpets, chairs & Sofa sets etc. in the Ministry of Labour & Employment during a period of one year 2016-17 (MS)"** and dropped in the **'Tender Box'** kept near the Reception of Shram Shakti Bhawan by **3:00 P.M. on 19th May, 2016**. No tender will be entertained after the stipulated date and time or without Earnest Money Deposit amount and the same will be rejected summarily. The quotations will be opened **on the same day at 4:30 P.M.** in room No. 518 in the presence of representatives of the firms who may wish to be present.

Encls.: As above.


(G. A. Raghuvanshi) 28/4/16
Under Secretary to the Government of India
Tel : 2376 6320

1. All Ministries / Departments of the Government of India, New Delhi. It is requested that wide publicity of this 'Tender Notice' may please be given among the contractors engaged by them for this job.
2. NIC, M/O Labour & Employment with the request to put this notice on the website of Ministry.
3. Hindi Unit for Hindi version
4. Notice Board

ANNEXURE-I

DRY CLEANING JOB OF FOLLOWING ITEMS IS REQUIRED

S. No.	Items	Rate *
1.	Carpet (Per Sq. Ft.)	Rs.
2.	Sofa Set (Cotton) 3 Seater	Rs.
3.	Sofa Set (velvet) 3 Seater	Rs.
4.	Sofa Set (Cotton) 1 Seater	Rs.
5.	Sofa Set (velvet) 1 Seater	Rs.
6.	Office chair (Per chair)	Rs.
7.	Vertical blinds (Per Running Ft.)	Rs.
8.	Curtains (Per Sq. Ft.)	Rs.

*** Taxes Extra.**

Note : **The price quoted will be exclusive of taxes and shall be fixed and final during the Annual Contract period. Taxes, as applicable will be extra, which will not be quoted in the Bid.**

Signature of authorized representative of the firm

General Terms and conditions

1. Parties:-

The parties to the contract are the firm (the tenderers to whom the work has been assigned) and the Government of India through the Ministry of Labour & Employment for and on behalf of the President of India, hereinafter referred to as "the Ministry".

2. Address:-

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

3. Earnest money:-

- (i) Earnest Money of Rs. 5,000/- (Rupees Five thousand Only) must be deposited by the bidders in the form of Account Payee Demand Draft/Banker's Cheque drawn in favour of Pay & Accounts Officer (MS), Ministry of Labour & Employment, New Delhi along with their tenders.
- (ii) No request will be entertained for transfer of any previous deposit of earnest money and/or security deposit of payment of any kind held by the Ministry in respect of any previous work.
- (iii) Tenderer shall not be permitted to withdraw his/her offer or to modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Government without prejudice to any other action to be taken against such tenderer (s).
- (iv) The tenders found without Earnest Money Deposit will be summarily rejected.
- (v) No claim shall lie against the Government/Ministry in respect of erosion, if any, in the value or interest on the amount of earnest money deposit.
- (vi) No interest will be paid on Earnest Money in any case.

5. Security Deposit:-

The successful tenderers will have to deposit a security-cum performance guarantee of Rs. 10,000/- (Rupees Ten thousand Only) in the form of Bank Draft or Bank guarantee from any nationalised Bank duly pledged in the name of the "Pay and Accounts Officer (MS), Ministry of Labour and Employment, New Delhi". The security money is refundable on successful completion of the contract period. The security amount may be forfeited in case the services of the contractor are unsatisfactory or in case of violation of the terms and conditions of the contract. Validity of the security money will be for 15 months from the date of contract.

6. Opening of Tender:-

The tenderer is at liberty to be present either himself or authorize not more than one representative 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.

7. **Right of acceptance:-**

- (i) The Ministry reserves the right to reject any or all tenders/bids without assigning any reason thereof and also does not bind itself to accept the highest/lowest quotation only.
- (ii) 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.

8. **Communication of Acceptance:-**

The Ministry in due course will inform successful Tenderer of the acceptance of his/her tender.

9. **Penalty:-**

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 material and quality to the satisfaction of and the time fixed by the Ministry etc., the deposited money will be forfeited the Ministry and the contract will be terminated immediately at any time without assigning any reason. In this regard, **the decision of the Ministry will be final and binding on the contractor**. The contractor shall be liable to the loss(es), if any, that may be suffered by the Ministry, due to his/her actions and/or omissions at the time of executing the work .

10. **Scope of work:-**

- a) The Contract will be valid for a period of one year with effect from award of the Contract which may be extended further on the same terms & Condition. However, The grant of extension of contract will be sole discretion of the Ministry. Office of the firm should be located within Delhi/NCR area.
- b) It will be the **responsibility of the contractor to execute the works within 03(Three) days** . If the contractor fails to do the required work, the work will be got done by the Ministry at the cost of contracted agency.
- c) The firms must have an Annual turnover of at least Rs. 3 Lakhs during the last 02(Two) years and enclose a photocopy thereof.
- d) The unrealistic rates viz. free of cost / complementary shall not be entertained. Rates (Rs./Per Square Foot/Running Ft.) as sought vide proforma may be furnished only.
- e) The successful firm will be required to do the work during a period of one year. The Ministry shall, however, reserve the right to terminate the contract at any time without assigning any reason.
- f) The work is to be carried out in the premises of Ministry of Labour & Employment at Shram Shakti Bhawan and Jaisalmer House, New Delhi.
- g) Only such works, which cannot be done in the office premises, would be allowed to be done outside. No extra charges will, however, be payable on this ground.

11. **Breach of Terms and conditions:-**

In case of breach of any of the terms and conditions mentioned herein, the Ministry will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by this Ministry and 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.

12. Subletting of Work:-

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 will be at liberty to refuse, if it is not justified .

12. Right to call upon Information Regarding Status of Work, etc.:-

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.

13. Terms of payments:-

The payment will be made on quarterly basis after satisfactory completion of the jobs.

14. Extension:-

The contract may be extended in favour of firm by the Ministry on the request of firm, on the same rates, terms & conditions as in the present contract on the basis of satisfactory service.

15. Arbitration:-

If any difference arises concerning this contract Agreement, its interpretation on the payments to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results 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, Ministry of Labour & Employment. Such request 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 proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1990 and the rules framed there under and in force shall be applicable to such proceedings.

16. PAN/TIN

The firms must indicate their PAN/TIN number and enclose a photocopy thereof.

ANNEXURE-III

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

I/We -----do hereby undertake, 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/our work being found unsatisfactory at any time during the period of contract, my/our 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/We 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/our 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 & Rubber Stamp of authorised
representative of the Firm/Tenderer)