

No.D-13012/1/2020-Adm.II
Government of India
Ministry of Labour and Employment

Shram Shakti Bhawan, New Delhi
Dated the 20th March, 2020

E-TENDER NOTICE

Subject: Comprehensive Annual Maintenance Contract for Air-conditioners and Water Coolers in the Ministry of Labour & Employment, New Delhi for the period of one year.

E-TENDER DATE SHEET

PUBLISHED DATE	20.03.2020
BID DOCUMENT DOWNLOAD START DATE	20.03.2020
BID SUBMISSION START DATE	20.03.2020
BID DOCUMENT DOWNLOAD END DATE	13.04.2020 UPTO 5.00 PM
BID SUBMISSION END DATE	13.04.2020 UPTO 5.00 PM
EMD SUBMISSION END DATE	13.04.2020 FROM 9.00 AM TO 3.00 PM
BID OPENING DATE	15.04.2020 AT 11.00 AM

Online e-tenders are invited by the Ministry of Labour and Employment (Main Secretariat) under single bid system for Comprehensive Annual Maintenance Contract for Air-conditioners and Water Coolers in the Ministry of Labour & Employment, New Delhi for the period of one year. These machines are installed in the Ministry at Shram Shakti Bhawan, Jaisalmer House and Residential office of MoS(IC) L&E. The rate of each item and quantity of items/works to be maintained/arranged in a year mentioned at Annexure-II, will be taken into account and L-1 will be decided on the basis of lowest Grand Total. Works/items rate list to be submitted by the bidder is at Annexure-II.

2. The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> and <http://labour.gov.in> in between the period mentioned above under caption "Important Dates".

3. The interested bidders may submit the tenders online at <http://eprocure.gov.in/eprocure/app> in single bid system in the prescribed proforma. Tenders are 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, details of work/list of parts, Technical Details and undertaking to be submitted is at **Annexure-I, II, III, IV.**

5. The original Earnest Money Deposit by means of a Demand Draft/Banker's Cheque for Rs.25,000/- (Rs. Twenty five thousand only) in the name of **Pay & Account Officer (Main Sectt.), Ministry of Labour & Employment, New Delhi** must be dropped only in Tender Box placed near Reception Office (Gate No.1) of Shram Shakti Bhawan, Rafi Marg, New Delhi between 9.00 A.M. to 3.00 P.M. on 13.04.2020. In case original EMD is not 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>. Late receipt of EMD i.e. after closure of online bidding, the bidder shall be 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.

6. The bids will be opened online by Tender Evaluation Committee in the Ministry of Labour and Employment on 15.04.2020 at 11.00 A.M. in Room No. 518, Shram Shakti Bhawan, Rafi Marg, New Delhi. Bidding parties or their authorized representatives can also be present at the time of opening of bids. Only one representative on behalf of a tenderer shall be allowed to be present on the occasion. 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 on the basis of lowest Grand Total along with a comparative statement duly signed by the members of the Committee. However, Ministry may accept or reject any bid without any reason. Annual expenditure to be incurred through this tender would be around Rs.5, 00,000/- + tax extra, which may vary as per actual requirements.

7. Successful bidder will be required to furnish **PERFORMANCE SECURITY @ 10%** of the value of contract as quoted 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.

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

9. 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.

10. 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, thereof.

Yours faithfully,


20/03/2020
(S.R.Datta)

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

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.
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.

ANNEXURE-I

TERMS & CONDITIONS FOR CONTRACT FOR SERVICING / MAINTENANCE OF AIR CONDITIONERS AND WATER COOLERS IN SHRAM SHAKTI BHAWAN, JAISALMER HOUSE AND RESIDENTIAL OFFICE OF MOS(IC) L&E BELONGING TO MINISTRY OF LABOUR & EMPLOYMENT, NEW DELHI.

PART-1: ELIGIBILITY CRITERIA

1. The company/firm should have achieved a minimum turnover of Rs.10.00 lakh per annum during last 3 years through executing such contracts.
2. The company/firm must have similar contracts in at least 2 Govt. offices.
3. The company/firm must have an experience of 5 years or more in this field in Govt. offices.
4. The firm should be registered with ESIC/EPFO.
5. The company/firm should submit its profile and bid on their letter head bearing full address PAN, GSTIN number, telephone number, mobile number, indicating past experience, technical capability, details of Service Technician(s), financial position, copies of existing contracts and contracts during last 3 years in Govt. offices along with documentary proof.
6. The company/firm should have it's registered/branch office in Delhi/NCR.
7. EMD as indicated in Para-5 of the tender notice should be furnished.
8. The firm should have not been blacklisted by any Govt. Department and no legal suit / criminal case pending against it, its owner or proprietor or any partner or having been earlier convicted for violation of any law in force shall not 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.

PART-2: GENERAL CONDITIONS

1. The number of machines (i.e. Air conditioners and Water Coolers) may increase or decrease during the period of contract.
2. The initial servicing of the machines will have to be completed within 15 days from the date of commencement of contract and a report submitted to the Ministry in this regard.
3. During the period of contract, the Company will be responsible for proper and consistent functioning of all machines being used by this Ministry.
4. The Company will depute required number of qualified technician(s) for attending complaints. The details of technicians are required to be submitted to Ministry on the letter head of the company along with copy of any Identity Card issued to them. The technicians should have mobile phones and phone numbers should be communicated to the Ministry for immediate contact. They may also be called on Holidays or required to work after working hours for urgent repairs etc., if it is considered necessary.
5. The Technician(s) deputed by the Company will be required to submit TASK REPORT every day or periodically as decided by this Office.
6. The Company has to use all genuine products / material of approved B.I.S. specifications.
7. The Technician/staff deputed by the Company will not attend to any job directly unless directed by Authorized person of this office.
8. In case any machine goes out of order, the complaint should be attended within 3 hours and repair should be carried out by the Company 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. In any circumstances the machine should be put in order within same day, failing which a penalty of Rs.100/- per day subject to a maximum of Rs.500/- will be deducted from the bill of the firm.

9. 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 after repair, a reasonable 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.
10. The **PERFORMANCE SECURITY** 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/firm. The decision of this Ministry, in this regard, shall be final.
11. The company/firm should submit its profile and bid on their letter head bearing full address, PAN Number, GSTIN number telephone number etc. indicating past experience, technical capability, financial position, reliable references etc. while submitting their bid.
12. The payment towards Annual Maintenance Contract shall be made in four installments each at the end of three months/each quarter on presentation of bills and on production of satisfactory reports from the concerned users on the rates as approved by this office.
13. In all matters of dispute relating to this contract, the decision of this Ministry will be final and binding upon the Company/firm.
14. This office reserves the right to reject or to accept any tenders, in whole or in part, without assigning any reason thereof. It also reserves the right to reject the tender without assigning any reason thereof or to renew the contract for such period as it may deem necessary taking into account the services rendered during the contract period.
15. The contract will be awarded on "as is where is basis".
16. While submitting the tender documents, 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.
17. The period of contract may be extended for a further period of one year on same rates, terms, and conditions subjected to satisfactory performance rendered by the firm during the current year.
18. The Vendor will provide the invoice/bills of all the items replaced.
19. Rates of works/parts should be quoted strictly as per proforma at Annexure-II.
20. All type of taxes, which is applicable on that service, may be mentioned separately in Annexure-IV.
21. The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Place:

Date:

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



Annexure –II

**FINANCIAL DETAILS OF ITEMS/WORKS TO BE ARRANGED/MAINTAINED IN A YEAR
SUBMITTED WITH THE BID**

S. No.	WORK / PARTS		(A) Items/ works likely to be done in a year	(B) Rate to be quoted of each item (Rs.) (excluding tax)*	Total Price (Rs.)
1.	Charges for Annual Comprehensive repair / maintenance of Window Air conditioners, including cleaning, oiling, greasing, change of filter pads, replacement of any or all parts including Gas charging, metal plug, repair / replacement of compressor, motors, fixing of wires, grill etc.	1.5 Ton/ 2.0 Ton	nos.61		
2.	Charges for Annual Comprehensive repair / maintenance of Split Air conditioners, including cleaning, oiling, greasing, change of filter pads, replacement of any or all parts including Gas charging, metal plug, repair / replacement of compressor, motors, fixing of wires, copper pipes, drain pipes etc.	1.5 Ton/ 2.0 Ton	nos.147		
3.	Charges for Annual Comprehensive repair / maintenance of Split Air conditioners (Cassette, Tower Type), including cleaning, oiling, greasing, change of filter pads, replacement of any or all parts including Gas charging, metal plug, repair / replacement of compressor, motors, fixing of wires, copper pipes, drain pipes etc.	2.0 Ton Tower Type	7 nos.		
		2.0 Ton Cassette Type	4 nos.		
4.	Charges for Annual Comprehensive repair / maintenance of Water Coolers, including cleaning (external and internal), oiling, greasing, repair/replacement of compressor, motors, fixing of wires, metal plug, float ball, tray, drain pipe, taps, connecting pipe, etc.		7 nos.		
5.	i. Charges for dismantling of Window A.C.		2 nos.		
	ii. Charges for re-fixing of Window A.C. (including material like ply wood, wire, metal plug etc.)		2 nos.		
6.	i. Charges for dismantling of Split A.C.		10 nos.		
	ii.Charges for re-installation of Split A.C. including Gas Charging, (copper pipes, drain pipes and main lead up to 5 meters) etc.	1.5 Ton/ 2.0 Ton/ 3.0 Ton	18 nos.		

7.	Rates for extra material used in re-installation of split A.C.s (per meter)				
	(i) Copper pipe		100mtrs		
	(ii) Drain pipe		160mtrs		
	(iii) Main lead		140mtrs		
8.	New Remote of Split AC all type		3 nos.		
9.	New Remote of Window AC		2 nos.		
	GRAND TOTAL				

*** Tax as applicable will be extra, which will not be quoted by the bidder.**

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

Annexure-III

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)

Annexure –IV**Details to be submitted with the Tender Documents for Servicing/Maintenance of Air-Conditioners and Water Coolers in the Ministry of Labour & Employment**

S.No.	Particulars	Details submitted
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.	PAN Number (along with copy)	
7.	GSTIN Number (along with copy)	
8.	Does the firm have a turnover of minimum Rs.15.00 lakh every year during last 3 years from such work.	
9.	The company/firm must have similar contracts in at least 2 Govt. offices.	
10.	The firm should be registered with EPFO.	
11.	The firm should be registered with ESIC.	
12.	The company/firm should have it's registered/branch office in Delhi/NCR.	
13.	Past experience of working in Govt. Ministries/Departments/PSUs (indicate names) (copies of previous/current contracts during last 5 year should be attached)	
14.	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)	
15.	Whether copy of terms & conditions duly signed by owner/proprietor or authorized signatory is attached in acceptance of same.	

Place:

Date:

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