

No. D-14013/02/2019-Adm.III
Government of India
Office of the Chief Labour Commissioner (Central)
(Adm.III Section)
Shram Shakti Bhawan, Rafi Marg,

New Delhi-01, the dated: 14.09.2020

LIMITED TENDER NO.D-14013/02/2019-Adm.III

NOTICE INVITING TENDER

- | | | |
|--------|---|--|
| (i) | Office of Issue | : Office of the Chief Labour Commissioner (Central)
Adm.III Section, 333C Shram Shakti Bhawan,
Rafi Marg, New Delhi-110001. |
| (ii) | Tender Reference No. | : No. D-14013/02/2019-Adm.III |
| (iii) | Issue of tender document | : 14.09.2020 |
| (iv) | Last date and time for submission
of bid. | : 07.10.2020 at 1500 hrs |
| (v) | Physical submission of EMD and
tender fee. | : 07.10.2020 upto 1500 hrs |
| (vi) | Date, time & place for opening
of bids. | : 14.10.2020 at 1530 hrs
R. No. 508, Shram Shakti Bhawan, |
| (vii) | Estimated cost | : Rs. Four Lakh approx. |
| (viii) | Bid validity | : 120 days from the date of opening of
tender (the department reserves the
right to extend the validity period,
if so required) |

For and on behalf of the President of India, Office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, New Delhi invites limited e-tender for carrying out annual repair and maintenance of furniture and other furniture related items in the CLC(C), Shram Shakti Bhawan, Rafi Marg, New Delhi under single bid system. The contract will be initially for a period of Two Years. However, the contract may be extended subsequently, on mutual consent, on the same terms and conditions for a period of one year but not more than six months at a time on review of performance, depending upon the requirements and administrative convenience of the Chief Labour Commissioner (Central).

3. A Tender Fee (Non-refundable) of Rs. 100/- (Rs. One hundred only) and Earnest Money Deposit (EMD) of Rs. 10,000/- (Rs. Ten Thousand only) are payable by the bidders for this tender. The payment will be accepted in the form of crossed Demand Draft/Bankers Cheque on any **Scheduled Bank** at Delhi/New Delhi drawn in favour of "Pay & Accounts Officer, O/o, CLC(C), New Delhi".



(Kuldeep Dixit)
Under Secretary

For & on behalf of the President of India
O/o, the Chief Labour Commissioner (Central)
Ministry of Labour & Employment,
Shram Shakti Bhawan, Rafi Marg,
New Delhi-110001.

File No. D-14013/02/2019-Adm.III
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner (Central)

New Delhi-01, the dated: 14.09.2020

To

.....

.....

.....

Sub: Inviting of sealed tenders/quotations for carrying out annual repair and maintenance of furniture and other furniture related items in the CLC(C), Shram Shakti Bhawan, New Delhi under single bid system.

Sealed tenders/quotations are invited for carrying out annual repair and maintenance of furniture and other furniture related items in the CLC(C), Shram Shakti Bhawan, Rafi Marg New Delhi in single bid system. The contract will be initially for a period of Two Years. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a further period of one year but not more than one year at a time, on review of performance, depending upon the requirements and administrative convenience of CLC(C).

2. Sealed bid will be addressed to Under Secretary, O/o, CLC(C), Room No.508, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001 and should be dropped in Tender Box placed in Reception Office, Shram Shakti Bhawan. Alternatively, the tender may be sent by registered post so as to reach the above address by due date and time. Please mention our reference number and date of tender opening on sealed cover. No responsibility will be taken for postal delay or non-delivery/non-receipt of tender document.

3. Sealed tenders will be opened by a committee on due date and time. The bidder or his authorized representative from the company can attend the tender opening. Authority letter to this effect shall be submitted in the enclosed Performa. If due to any exigency the due date for opening of tender is declared close holiday, in such case the tenders will be opened on next working day at the same time or any other daytime as intimated by the Department.

4. In case the firms have downloaded the tender document through CLC(C) website, they must ensure that requisite tender fee/cost in the form of Account Payee Demand Draft from any of the commercial bank in favour of PAO, O/o, CLC(C), Shram Shakti Bhawan, Rafi Marg, New Delhi, has been enclosed with their tender, failing which the tender will be rejected.

5. Tenders sent by fax will not be considered. Tenders found in sealed envelope will only be considered. To avoid any complication with regard to late receipt/non receipt of tenders, it may please be noted that responsibility rests with the tenderer to ensure that tenders reach before due date and time. Late tender will not be accepted.

6. All the required documents (as specified in Annexure-IV) in support of the eligibility criteria etc. are also to be annexed along with the bid and the Application (in the prescribed format as given in Annexure-II).

7. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rs. Ten Thousand only) and Tender Fee of Rs. 100 (Rs. One Hundred) only in the form of Account Payee Demand Draft/Bankers Cheque in favour of 'PAO, CLC(C), New Delhi' has to be submitted to the US, O/o, CLC(C), Shram Shakti Bhawan, Rafi Marg, New Delhi upto 07.10.2020 (15.00 hours). Bids shall not be considered in case the EMD is not submitted within the stipulated time. Late receipt of EMD viz, after closure of online bidding time, will disqualify the bidder and that bid will not be considered. If the bid is received without EMD, it would not be considered and would be summarily rejected.

8. The details of rates are to be quoted in Financial Bid (Annexure-III) in Indian Rupees as per the Performa. Any overwriting in Annexure-III is not allowed and the same will make the bid liable to be rejected. Terms & conditions of the tendering process are mentioned at Annexure-I.

9. The Bids will be opened on 14.10.2020 at 15.30 hours by a Tender Opening Committee of this Department. Thereafter, the bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the Department. 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 TEC.

10. This tender is covered under Integrity Pact programme of Government of India and prospective bidders are required to sign the Integrity Pact document and submit the same to DoT along with the bid.

11. The competent authority in the Office of Chief Labour Commissioner (Central) 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 thereof.

12. CLC(C) reserves the right to accept or reject any or all the tenders without assigning any reason.



(Kuldeep Dixit)

Under Secretary to the Govt. of India
For and on behalf of the President of India
O/o, Chief Labour Commissioner (Central)
Ministry of Labour & Employment,
Shram Shakti Bhwan,
Rafi Marg, New Delhi.

I Instructions to Bidders

1. Any bid received after the specified last date and time for submission of bids will not be accepted. If the EMD is not submitted along with the tender document. The bid may be rejected summarily, without any further reference on the issue. The earnest money of the unsuccessful bidders will be refunded after finalization of the contract. No interest will be payable on the earnest money for the period it is retained by this office.
2. If any bidder withdraws his bid, the EMD will stand forfeited automatically.
3. The bidders shall quote their rates for all the items (inclusive of Labour and material charges and taxes, if any) in the prescribed Performa and as per the specifications indicated in the Financial Bid at Annexure-III failing which their bids shall be outrightly rejected. Any over writing in Annexure-III is not allowed and the bid will be rejected summarily.

II Eligibility Criteria

4. The Registered Office or Branch Office of the Company/Firm/Agency should be located in Delhi/NCR. The bidding company/Firm/Agency is required to submit a copy of the proof of address and telephone number of its office/branch office located in Delhi/NCR along with the bid.
5. The Company/Firm/Agency should have its own Bank Account, TIN and PAN. Copies of letters from the concerned banks stating the accounts of the bidder are being maintained by the Company/Firm/Agency along with details like account number/s, TIN and PAN should be submitted with the bid.
6. The Company/Firm/Agency must have a minimum experience of two years of providing such annual maintenance services in furniture and furniture related items to central Government Ministries/Departments/PSU/Public Sector Banks. Experience certificates issued by the concerned offices not before 2013 have to be submitted along with the bid.
7. The tendering company/Firm/Agency shall submit a signed copy of the complete tender document along with the bid as the token of acceptance of terms and conditions.
8. The Company/Firm/Agency shall also submit an undertaking that the company/Firm/Agency has not been blacklisted by any Ministry/Department/ Organization of the Central Government/State Government or any Public Sector Undertaking.
9. The Firms/Contractors/Suppliers whose services were terminated by this office for any reason whatsoever before the expiry of the relevant contract are not eligible to participate in the bid for a period of three years from the date of termination of the contract. An undertaking to this effect has to be submitted.
10. Annual turnover of the participating bidder should be a minimum 4 lakhs during last two years (2018-19, 2019-20). In this regard the bidder should submit copy of certificate issued by a Chartered accountant.
11. Copies of Income Tax Returns of the last two years (2018-2019, 2019-2020) shall have to be submitted along with bid.
12. All documents under Eligibility Criteria should be submitted with bid as per Check list as **Annexure-IV**

III. **Earnest Money Deposit (EMD)**

13. The tender must be submitted along with EMD of Rs. 10,000/- (Rs. Ten Thousand only) in the form of Account Payee Pay Order/Bankers Cheque /Demand Draft drawn in favour of Pay and Accounts officer, CLC(C) and payable at New Delhi. Pay Orders/Bankers Cheque /Demand Draft in favour of any officer other than Pay and Accounts Officer, CLC(C), New Delhi will not be accepted and the tender will be rejected. The bid security/EMD would have to remain valid for a period of Forty-Five (45) days beyond the date of opening of bids.

IV. **Bid Evaluation Criteria**

14. The bids shall be opened at 1530 hours on 14.10.2020 in Room No. 508 Chamber of Under Secretary, Shram Shakti Bhawan, New Delhi-110001 by "Tender Opening Committee" in the presence of the representatives of the company/Firm/Agency if any, who wish to be present at the time of opening the tender.
15. **Lowest bidder (L1) will be decided on the basis of total annual tentative contract value for the repair/maintenance works pertaining to all items put together as estimated in the Financial Bid Performa. That is, it will be based on the lowest value of total of column-5 of the Financial Bid.**
16. The successful bidder (L-1) will deposit a Performance Security Deposit amounting to 10% of the tentative total contract value for one year in the form of an Account Payee Demand Draft/Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the Pay & Accounts Officer, CLC(C)(HQ), New Delhi or a Bank Guarantee from a commercial bank. The performance security deposit should have validity for a period of sixty (60) days beyond the date of expiry of the contract.
17. In the event of failure to accept the Offer of contract and submission of performance Security Deposit (PSD) by the successful bidder for whatsoever reasons(s), the Earnest Money Deposit submitted by the bidding company/ Firm Agency shall stand forfeited.

(V) **Specific Terms and Conditions**

18. The selected bidder will be required to commence the work immediately on award of the contract.
19. CLC(C) reserves the right to cancel the tender at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender Documents without assigning any reason, thereof. Any inquiry after submission of the quotation shall not be entertained.

(VI) **General Terms and Conditions**

20. The period of the contract shall be effective from the date it would be awarded. It will be valid for a period of Two years and may be extended further one year beyond the initial year of the contract, in two or more extensions of one year, or less than one year each, subject to satisfactory performance, on the same rates and terms and conditions, provided that the awardee of the contract is willing to get such an extension. It may be curtailed depending upon review of performance of the contractor at any point of time during any of such extensions as may be granted beyond the initial 02-year period of the contract.
21. The successful bidder will be required to do the work at the rates as agreed upon on the basis of the L1 bid in the instant tendering process during the entire period of contract. In case the successful bidder who would be awarded the contract shows his inability at any stage after the contract is awarded, for whatsoever reason (s), to render such services as per the terms and conditions in the contract entered into by the successful bidder and this office, the Performance Security Deposit (PSD) would stand forfeited.

22. The bidder shall submit the financial bid in the prescribed format enclosed at "Annexure-III" of tender document.
23. Each column of Financial bid at Annexure-III must be filled in and no cell/no column is to be left blank.
24. The bids/EMD received after due date and time will be considered as "Late bid" and shall not be entertained.
25. The contractor shall depute one skilled carpenter and one assistant for doing day-to-day repairing and carpentry related jobs in the premises of CLC(C). The contractor shall provide repairing instruments and implements of all types. The contractor shall provide the requisite material/parts of indicated/reputed brand/make quality. In case the Competent Authority in this office has any doubts about any particular brand/make quality of materials/parts, the awardee of the contract would be bound to discontinue using such brand/make/quality.
26. In case of breach of any terms and conditions of the contract, Performance Security Deposit of the firm will be liable to be forfeited by this Office besides annulment of the contract.
27. This office reserves the right to terminate the contract at any point of time. If the services are not found satisfactory and /or materials supplied by the firm are found to be of substandard quality, this office has the right to award the contract to any other agency at the cost, risk and responsibility of the contractor and excess expenditure incurred on account of this will be recovered by the CLC(C) from its Performance Security Deposit or pending bills or, even by raising a separate claim, if so required.
28. The staff deployed by the successful bidder shall be required to perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property.
29. If there is any incident of theft/pilferage by any worker engaged the contractor as per the contract concluded as a result of this tendering process causing pecuniary loss to the Government, the entire cost will be recovered from the contractor besides a possible annulment of the contract.
30. If any action on the part of workers of the contractor causes any damage to the movable/immovable property of this office, then full amount equivalent to that of the damaged articles will be recovered from the contractor. There may also be some other action against the awardees of the contract as deemed appropriate by the Competent Authority.
31. The contractor will raise bill in triplicate on monthly basis upto the 7th of the succeeding month. The payment will therefore be made on monthly basis.
32. No advance payment will be made. Government tax, viz. Service Tax/VAT/GST etc. will be payable on and above the agreed rate mentioned in the Col.4 of the Financial bid Performa mentioned at Annexure-III of this Tender Notice wherever applicable and the bill to be submitted by the contractor should bear valid Service Tax/VAT/GST registration number etc. as applicable in their case. Validity of the tax registration during the period of contract shall be the sole responsibility of the contract.
33. Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of the CLC(C), New Delhi or to any senior Officer nominated by him for this purpose. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is unable to act for any reasons, the CLC(C), shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by CLC(C). CLC(C) shall act as arbitrator under any circumstances. The decision of the CLC(C) or the Sr. Officer nominated by him shall be final and binding on the Contractor.

The limitation for filing claim for arbitration is 90 days from the expiry of the contract period and in case no claim filed within this period, it shall be presumed that there is no claim. The place of settlement of dispute shall be Delhi. In the case of settlement of dispute is in the Court of Law, it will be in the jurisdiction of Delhi.

34. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification or enactment thereof and rules made there under and for the time being in force, shall apply to arbitration proceedings under this Clause.
35. The arbitrator may from time to time extend the time for making and publishing the award. He may do so without any need for obtaining the consent of the parties to the dispute.
36. Any notice/direction given to the Second Party under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Second Party at his last known address. Any notice to be given to the first Party shall be considered as duly served if the same is delivered to, left or dispatched by the Registered/Speed Post at his last known address. Any notice so posted shall be prima facie proof of services at the expiration of the time in which it reaches in the ordinary course of post.



(Kuldeep Dixit)

Under Secretary to the Govt. of India
Tele No. 011-23718153

Application (Details about the Firm/Bidder)

1.	Name of Tendering Company/ Firm/Agency (Attach certificate of registration)	
2.	Status of the Firm (whether of the Owner/Partner/Director)	
3.	Name of proprietor/Director of Company/Firm/Agency	
4.	Full Address of Reg. Office	
5.		
	Telephone No:	
	Fax No.	
	E-Mail Address	
6.	Full Address of Operating / Branch Office	
	Telephone No:	
	Fax No.	
	E-Mail Address	
7.	Banker of Company/Firm/Agency with full Address	
	Telephone Number of Banker	
8.	PAN/TIN No. (Attach self-attested copy)	
9.	Details of EMD (Rs. 10,000/-)	
	(a) Banker's Cheque /DDNo.	
	(b) Dated	
	(c) Name of the issuing Bank	
10.	Proof of Registration of the contractor/firm under GST Act, 2017	
11.	Turnover of the firm for the last two years. (2018-19 & 2019-20)	
12.	Copy of the IT Return for Financial year (2018-19 & 2019-20)	

13	Details of the major similar contracts handled by the bidding Company/ Firm/ Agency in the Central Govt. Ministries/Departments/PSU's/ Public Sector Banks in the following format :-
----	---

	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs.)	Duration of Contract	
			From	To

(If the space provided is insufficient, a separate sheet may be attached)

Signature of the authorized person _____

Name _____

Company Seal _____

Dated:

Place:

Pro-forma of Financial Bid of Annual Maintenance of furniture and other furniture related items

S. No	Particulars	Tentative Unit Required (Per annum)	Cost per unit (without Tax)	Total Cost (3x4) (without tax)
1	2	3	4	5
Misc. of Furniture and other Items				
1	Opening of steel table's drawer (rate per drawer)			
2	Replacement of lock of steel table (rate per lock)			
3	Repair of lock of steel table with one key (rate per key)			
4	Opening of almirah with single key(rate per key)			
5	Repair of lock of steel almirah (rate per lock)			
6	Replacement of lock of steel almirah (rate per lock)			
7	Repair of steel book shelf (rate per book shelf)			
8	Replacement of handle of steel almirah (rate per handle)			
9	Repair of handle of steel almirah (rate per handle)			
10	Opening of file cabinet with one key (rate per key)			
11	Repair of file cabinet lock (rate per lock)			
12	Replacement of file cabinet lock (rate per lock)			
13	Fixing of security lock (rate per lock)			
14	Opening of security lock with one key (rate per key)			
15	Cost of second key for anyone of the above item (rate per second key)			
16	Putting of new drawer to table (rate per table)			
17	Fixing of steel rack with wall (rate per lock)			
18	Steel almirah locking system rod (rate per locking system rod)			
19	Repair of security lock (rate per Security lock)			
20	Provision of Godrej security lock (rate per lock)			
21	Bogli fixing steel almirah (rate per Bogli fixing)			
22	Table drawer repair (rate per table drawer)			
23	Rubber stopper steel table (rate per rubber)			

REVOLVING CHAIR

1	Replacement of seat (rate per seat)			
2	Replacement of back (rate per back)			
3	Replacement of Hydraulic System (rate per hydraulic System)			
4	Providing of wheel (rate per wheel)			
5	Welding per point (rate per point)			
6	Minor repair (rate per minor repair)			
7	Replacement of PU Arms (rate per PU Arms)			
8	Replacement of Base (rate per base)			

STEEL CHAIR