

**LOKSABHA SECRETARIAT  
(GENERAL PROCUREMENT BRANCH)**

**TENDER DOCUMENT  
FOR**

**PROCUREMENT OF BLACK LEATHER SHOES  
FOR MALE AND SANDALS/ BELLIES FOR FEMALE  
OFFICIALS OF LOK SABHA SECRETARIAT, NEW  
DELHI.**

**PARLIAMENT HOUSE ANNEXE  
NEW DELHI**

**LOK SABHA SECRETARIAT  
(GENERAL PROCUREMENT BRANCH)**

No.1-1/2011/Livery/LSS

Dated 21.6.2011

From

**SRINIVASULU GUNDA  
DEPUTY SECRETARY,**

To

M/s.-----  
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Sir,

**Sub. Limited Competitive bidding for procurement of Black Leather Shoes for Male and Sandals/Bellies for Female Officials of Lok Sabha Secretariat, New Delhi - Rate Contract**

Lok Sabha Secretariat (LSS) intends to procure the above said livery items for the use of officials of this Secretariat. Sealed tenders are, therefore, invited from the manufacturers, authorized distributors/ dealers for the supply of the said items on **rate contract basis**.

2. The qualifications, terms and conditions, instructions to the Bidders, etc. may be seen in the tender document enclosed herewith for information and necessary action.

3. This tender document consists of (i) Instructions to the Bidders, (ii) Terms and conditions of the tender, (iii) Declaration, (iv) Scheduled of rates; and (v) Specimen rate contract agreement to be executed at the time of entering into agreement before placing the order. **Bidders are requested to go through the instructions to the bidders and terms and conditions contained in the bid document which can be downloaded from [www.loksabha.nic.in](http://www.loksabha.nic.in).**

Yours sincerely

**(SRINIVASULU GUNDA)  
Ph.no.23034408/23034410**

**TENDER DOCUMENT**

**FOR SUPPLY OF**

**BLACK LEATHER SHOES FOR MALE OFFICIALS AND SANDALS /  
BELLIES FOR FEMALE OFFICIALS OF LOK SABHA SECRETARIAT,  
NEWDELHI.**

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**LOKSABHA SECRETARIAT  
(GENERAL PROCUREMENT BRANCH)  
PARLIAMENT HOUSE ANNEXE  
NEW DELHI**

**SUPPLY OF BLACK LEATHER SHOES AND SANDALS/ BELLIES FOR BOTH MALE AND  
FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT**

**Tender No.1-1 /2011/livery /LSS dated 21.6.2011  
Date of opening of bids: 04.07.2011 (1700hrs)**

**INSTRUCTIONS TO THE BIDDERS**

**1. Eligibility of the bidders:**

**Bidders**

- (i) should have minimum **5 years** of experience of supplying in bulk to the Departments/ Ministries of the Government of India (valid proof has to be attached)
- (ii) should have minimum Turnover of **Rs.25 lakh** per annum during each of the last three years (valid and certified proof has to be attached)
- (iii) should not have been blacklisted by the Depts./ Ministries of the Govt. of India. Declaration has to be given in the prescribed format- **Annexure-1)**
- (iv) Should have proper authorization from valid manufacturer throughout the period of the contract in case the firm /agency is not a manufacturer of the items(enclose copy of authorization).

**2. Earnest Money Deposit**

- (v) The Earnest Money Deposit (EMD) **@2% of the bid value** should be necessarily accompanied with the Bid of the Agency in the form of Demand Draft drawn in favour of '**Drawing and Disbursing Officer , Lok Sabha** and should be kept with the bid in a **sealed cover. Tender received without EMD or EMD for lesser amount will be summarily rejected. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.**

- (vi) The EMD in respect of the companies/agencies/firms, which is/are not selected, shall be returned to them **within 15 days** without any interest **after finalization of tender**. However, EMD in respect of successful Bidder will be released after receipt of performance security Deposit. Further, if the agency fails to provide performance security as per requirement of LSS **within 7 days** from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
  
- (vii) EMD will be forfeited, if the bidders withdrew after submission of the bids or opening of the tenders.

### **3. Performance Security Deposit (PSD)**

- (i) PSD @ 5% of order value of the contract will have to be made **within 7 days** on receipt of supply order to ensure due performance of the contract.
  
- (ii) PSD shall be in the form of Demand Draft payable to **Drawing and Disbursing Officer, Lok Sabha, New Delhi**.
  
- (iii) The PSD should remain **valid** for a period of **ninety days** beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.
  
- (iv) PSD will be released after all contractual obligations by the supplier including warranty obligation, if any, is over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

#### 4. Documents / Certificates

The Tendering firms/agencies are required to submit bid enclosing therewith photocopies of following documents ( Documents in original should be produced for verification before signing of the agreement ), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration certificate as per existing norms;
- (b) Copy of CST/VAT/TIN Registration Certificates;
- (c) Copy of PAN/GIR Card;
- (d) Certified Copies of Income Tax Return filed for last three financial years
- (e) Copy of quality certification from a recognized Institute, if any.
- (f) Copy of valid authorization in case the firm /agency/dealer is not a Manufacturer of the item.
- (g) Proof of experience in supplying to Govt. Depts.
- (h) Declaration regarding blacklisting or otherwise. (**Annexure-1**)

#### 5. Mode of and last date for submission of the Bid

Tenders in a sealed envelope should be addressed to the **Director (GP&GS), Lok Sabha Secretariat, Room No.514, Parliament House Annexe, New Delhi**, and must reach on or before **04.07. 2011 by 3.00 P.M.** Tenders may be -

- (i) hand delivered at the afore mentioned address.,
- (ii) dropped in the TENDER BOX placed at the **Reception Office of Lok Sabha Secretariat, Parliament Street, New Delhi**
- (iii) sent by Registered Post/Speed Post also so as to reach the aforementioned address on or before the said date. If sent by post, Lok Sabha Secretariat (LSS) is not responsible for loss or delay in transit

If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

6. **Opening of the bids**

The bids will be opened on **04.07.2011 at 1700 hrs in Room no. 302, Parliament House Annexe, New Delhi** and evaluated by the Competent Committee or authority. The representatives of the bidders, who would like to witness the opening of the bids, are required to submit details such as name and address (residence and office), phone & mobile no, etc, and valid written authorization from the company/firm to the **Executive Officer, General Procurement Branch (Shri K.C. Pandey, Ph no. 23034408 and 23034410), Room No. 408, Parliament House Annexe, New Delhi** one day prior to the opening of the technical bids.

7. **Signature of the authorized person**

The Tender should be signed by the authorized person and his full name and status should be indicated below his signature along-with the official stamping of the firm

8. **Proper Filling up of the tender form**

All entries in the tender form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the bid Form.** In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the bid application must be initiated by the persons authorized to sign the tender bids.

9. **Rejection of incomplete and conditional tenders**

The incomplete and conditional tenders will be rejected. **Quoting unrealistic rates will be treated as disqualification.**

10. **No withdrawal after submission of bids**

No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm is liable to be **forfeited**.

11. **Non acceptance of the tenders received after the last date**

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted under any circumstances.

12. **Non transferability**

This tender is non transferable.

13. **Extension of last date at the Discretion of LSS**

The Director (GP&GS), Lok Sabha Secretariat, New Delhi, may in his discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

14. **Need for Clarifications**

In case the prospective bidders need any clarification regarding any terms and conditions of the tender or about rejection of its bid, he/she/they may write to **the Director (GP&GS), Room No. 514, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 (Ph.No.23035335)** well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

15. **Signature on each page of the tender document**

Each page of the tender document should be signed by the bidder as proof of having read the contents therein and to ensure that bidders do not plead ignorance of the contents subsequently.



**SUPPLY OF BLACK LEATHER SHOES AND SANDALS/ BELLIES FOR MALE AND  
FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT**

**Tender No. 1 - 1/2011/livery /LSS dated 21.06. 2011  
Date of Opening of bids: 04.07.2011 (1700 hrs).**

**TERMS & CONDITIONS OF THE TENDER**

**Rates/ Prices**

1. The rate of only those items should be quoted, which can be made available within 30 days after receipt of the supply order.
2. The rates should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, VAT as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.
3. Tender rates should be valid for **at least one year** after the date of opening the tender. **Tender rates valid for a shorter period shall be rejected as non-responsive.** No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.

**Penalty**

5. It will be the responsibility of the Bidder to supply the said livery items in accordance with supply order within stipulated time frame; otherwise, the firm will be liable for penalty.
6. If the bidder/firm does not supply the items with in the stipulated date as may be indicated by LSS, LSS reserves the right to arrange the supply from another firm and the bidder will have to reimburse the expenditure incurred.

## Settlement of disputes

7. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

## Purchasers Rights

8. The LSS reserves the right to accept/reject any or all the Bidders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
9. The LSS reserves the right to award the tender to more than one Bidder.
10. The LSS reserves the right to relax/ withdraw any of the terms and conditions mentioned above so as to overcome any problem encountered during the course of the execution of the contract.
11. **The LSS reserves the right to reject the said livery items manufactured in case they are not made as per quality/design of sample approved by the LSS or found of inferior quality and are not of requisite standards on the advice of Inspection Team of LSS meant for inspection of the items supplied. In case, supplied shoes/sandals/bellies are not found requisite standards or inferior quality by the officials during the guarantee/warrantee period, the same will have to be replaced otherwise the payment of bills against supply of materials along with performance security will be forfeited. In addition, LSS will also initiate appropriate legal action as deemed fit against the firm in this regard.**

## Delivery

12. The company / firm has to authorize one of its **Showrooms/dealers** for the supply of **Gents black leather shoes** and **ladies black leather sandals/bellies**, preferably **within a radius of 5 Km. from the Parliament House**, from where the delivery of the items will be taken by the employees of the Lok Sabha Secretariat. **In this regard, manufacturing firms must have to submit acceptance/authorization letter of the Showroom/outlet authorized for the said purpose at the time of submission of the quotation.**
13. The black leather shoes for Gents and sandals/bellies for Ladies, **duly approved by the Secretariat**, shall be made available in all sizes within a period of **not more than one month** with the authorized Showroom/dealer so that the delivery of the same can be taken by the Officers/staff of the Secretariat against the vouchers/coupons supplied by the concerned firm which will be issued through this Secretariat duly signed by the authorized officer. **The actual quantity of shoes/sandals/bellies with the size numbers will be mentioned in the Purchase Order.**
14. The supply of gents' black leather shoes and ladies sandals/bellies shall be made on **Credit basis** by the authorized Showroom/Dealer/company/ firm.
15. The process for the delivery of the gents black leather shoes and Ladies black leather Sandals/Bellies to the staff/officers shall be carried out/completed within a period of **not more than one month from the date of giving the purchase order** and any request thereafter shall not be entertained unless authorized by the Office in writing.
16. Rates quoted should be valid for one year from the date of signing of the contract. A guarantee of minimum one year may be ensured on the quality/design/colour of black leather shoes/ sandals/bellies.

### **Mode of Payment**

17. Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the LSS. Payment will be made direct to the supplier through **A/c payee cheque only**. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

### **Change in quantity**

18. The quantity only of the required items shown in the tender is approximate and may vary more or less by 10%.

### **Agreement**

19. The selected bidder should sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure -2**)

### **General /others**

20. The tenderer will be bound by the details furnished by him / her to LSS, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for **legal action besides termination of contract.**
21. All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.

**SUPPLY OF BLACK LEATHER SHOES AND SANDALS/ BELLIES FOR BOTH MALE AND  
FEMALE OFFICIALS OF LOK SABHA SECRETARIAT  
Schedule of Rates**

From

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To

**The Director (GP&GS)  
General Procurement Branch,  
Lok Sabha Secretariat,  
Parliament House Annexe,  
New Delhi.**

Sir,

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the tender document for supply of the items required -

**My / our rates are as under-**

Sl. No.	Items & category of Officials for whom required	Approximate Quantity of black leather Shoes/ Sandals /bellies required	Name of the brand	Maximum Price ceiling per pair (Excluding Taxes)	MRP of the model offered (incl. of taxes) (Rs)	Actual price/ price offered to LSS per pair (Rs.)	VAT/ Excised duty, tec. if any, per pair (Rs)	Total price per pair incl.taxes (Rs.) (col.8+9)
1	2	3	4	5	6	7	8	9
1.	Black Leather shoes Shoes/Sandals for Reporters/Officers/Protocol Officers/Officials	140 pairs Shoes		Rs.2000/- Per Pair				
2.	Black Leather Ladies' Sandals/Bellies for Lady Officers/staff of Parliament Security Service	40 Pairs Sandals/ bellies		Rs.1200/- Per Pair				
3.	Black Leather Ladies' Sandals/bellies for Lady Attendants/ Chamber Attendants/ Library Attdts., etc.	46 Pairs Sandals/ Bellies		Rs.1000/- Per Pair				

**Dated..... Name & Address of Firm.....**

**Authorised Signature & Seal of the Firm**

**SUPPLY OF BLACK LEATHER SHOES/SANDALS/ BELLIES FOR MALE /FEMALE  
EMPLOYEES OF LOK SABHA SECRETARIAT**

**Tender No. 1/2011/livery /LSS dated 21.06.2011.**

**Date of Opening of Bids: 04.07.2011 (1700hrs)**

**DECLARATION**

From

M/s. ....

.....

.....

To

The Director (GP &GS),  
General Procurement Branch  
Lok Sabha Secretariat,  
Parliament House Annexe,  
New Delhi-110001.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned / suspended business dealing. I/We further undertake to report to the Lok Sabha Secretariat, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

**(Signature of the Tenderer)**

**Name:**

**Designation with Seal of the Firm**

**Date:**

### SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the tenderer for acknowledging that he/she has seen the terms and conditions of the agreement.

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Agreement.

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2011 between M/s. \_\_\_\_\_ herein referred to as the contractor carrying on business under the name and style of M/s. \_\_\_\_\_ of the one part.

**Lok Sabha Secretariat (LSS)**, acting through the **Dir. (GP&GS)**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat**, for supply of required Items in conformity with the requirements & specifications.

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor agrees to undertake to supply **BLACK LEATHER SHOES FOR MALE AND SANDALS/ BELLIES FOR FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT** as per the requirement as agreed to in their tender and letter no. -----dated ----- at the rates quoted by him/them. The rates are inclusive of all the levies taxes like sales tax and excise duty freight,etc.
2. The supply of **BLACK LEATHER SHOES FOR MALE AND SANDALS/ BELLIES FOR FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT** which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from-----to -----. The Tender is valid for a period of one year from the date of signing of/ opening of the tender.

4. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.
5. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **Director or Deputy Secretary in charge of the General Procurement Branch** on behalf of the Lok Sabha Secretariat will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
6. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any
7. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him .The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.



8. The Security Deposit is liable to be forfeited to the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.
9. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.

That the contractor acknowledges that he has fully acquainted himself with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and the Lok Sabha Secretariat has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the  
Company/Firm

Signature:

Name :

Address :

Signature of the authorized official of  
the Lok Sabha Secretariat (LSS)

Signature:

Name :

Address :

**WITNESSES**

1.

1.