

**LOK SABHA SECRETARIAT
(PRINTING SECTION)**

**303, PARLIAMENT HOUSE ANNEXE
NEW DELHI-110001**

**TENDER DOCUMENT
CONSTITUENT ASSEMBLY DEBATES (EV & HV)**

INDEX

Sl. No.	Subject	Page
1.	Instructions to the Bidders	2
2.	Terms and Conditions	6
3.	Annexures	
	(i) Declaration (for blacklisting)	8
	(ii) Proforma Rate Contract Agreement	9
	(iii) Specifications	12
	(iv) Form of Quotation	13
	(v) Proforma for the Check-list	14

INSTRUCTIONS TO THE BIDDERS

OPEN COMPETITIVE BIDDING FOR THE PRINTING OF CONSTITUENT ASSEMBLY DEBATES (EV & HV)

1. **Two Bid System** : The tender is invited under **two bid system i.e. Technical Bid and Financial Bid**. Annexures I, II & V are related to Technical Bid and Annexures III & IV for Financial Bid. The interested companies/agencies/firms are requested to submit two separate sealed envelopes super scribing “**Technical Bids** for printing of Constituent Assembly Debates (EV & HV)” & “**Financial Bids** for printing of Constituent Assembly Debates (EV & HV)”. Both sealed envelopes should be kept in a third envelope super scribing “**Tender for printing of Constituent Assembly Debates (EV) & (HV)**”. EMD of the requisite amount is to be sent along with the envelope of **Technical Bid**.
2. **The Technical Bids will be opened on 7.2.2013 at 1600 hrs.** at the first stage and evaluated by Competent Authority. At the second stage, **Financial Bids of technically qualified Bidders only will be opened on** for further evaluation and ranking before awarding the contract. **Technically qualified Prospective Bidders will be informed separately to be present at the time of opening of the Financial Bid.**
3. The prospective bidders may download the form of Quotation from official website of Lok Sabha <http://www.loksabha.nic.in>
4. Bidders are also requested to furnish a workable sample incorporating the required features and information to be tested on the ground by the **Printing & Publications Service**.
5. Detailed Rates be quoted in the Form of Quotation as per given specifications for the printing of **Constituent Assembly Debates (EV) & (HV)** in *Annexure III*.
6. **Eligibility of the bidders**
 - (i) Should have minimum **05 years** of experience in printing of Publications . (Valid proof has to be attached).
 - (ii) Should have minimum turnover of **Rs. 1.25** 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 Departments/Ministries of the Govt. of India. Declaration has to be given in the prescribed format (*Annexure I*).

7. Earnest Money Deposit

- (i) An amount of **Rs.1,00,000/- (Rupees One Lakh only)** should be deposited as Earnest Money Deposit (EMD) in the form of Demand Draft drawn in favour of **Drawing and Disbursing Officer, Lok Sabha Secretariat** and should be kept in a **separate sealed envelope super scribing as E.M.D. The value of DD should not be mentioned on the cover. Tender received without EMD or EMD for lesser amounts will be summarily rejected.**
- (ii) EMD will be forfeited if the bidders withdrew after submission of the bids or opening of the tenders.

8. Performance Security Deposit (PSD)

- (i) PSD of an amount of **Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only)** will have to be deposited by the successful Bidders **within 7 days** of receipt of supply order to ensure due performance of the contract.
- (ii) PSD shall be in the form of Demand Draft/Cheque payable to **Drawing and Disbursing Officer, Lok Sabha Secretariat, New Delhi.**
- (iii) The PSD should remain **valid** for up to completion of all contractual obligations by the Printer including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of Performance Security Deposit.
- (iv) PSD will be released after all contractual obligations by the Printer are 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.
- (v) No interest will be payable on the amount of Performance Security Deposit (PSD).

9. Documents/Certificates required for Technical Bid

The firms are required to submit the following documents in technical bid with self attested photocopies with firm/company rubber stamp on each page(s), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms from Government Department;

- (b) Copy of CST/VAT/TIN Registration Certificates and copy of VAT deposit slip for the last three financial years i.e. 2010-11, 2011-12 & 2012-13;
- (c) Copy of PAN/GIR Card;
- (d) Copies of Income Tax Returns filed for last 3 financial years (2010-11, 2011-12, 2012-13);
- (e) Audited Balance Sheet of the last three financial years having minimum turnover of **Rs. 1.25 crore** per annum;
- (f) Proof of minimum 5 years experience in similar printing work with Govt. Deptts./PSUs, etc.; List of Clients etc. to be submitted;
- (g) Declaration regarding blacklisting or otherwise (*Annexure-I*); and
- (h) Samples of paper, rexine and board are required to be attached.
- (i) Proof of minimum 7000 pages of single job executed.
- (j) DD of EMD
- (j) Duly filled Proforma of Annexure-IV

10. Documents required for Financial Bid

Dully filled Proforma of Annexure-IV in sealed envelope.

11. Mode of Submission and last date for submission

Tender in a sealed envelope should be addressed to the **Additional Director (Printing), Lok Sabha Secretariat, Room No.307, Parliament House Annexe, New Delhi**, and must reach on or before **7.2.2013 by 1500 hrs.** Tenders may be hand delivered at Distribution Branch of the Lok Sabha Secretariat, New Delhi-110001. If sent by post, Lok Sabha Secretariat shall not be responsible for loss or delay in transit. **Technical Bids will be opened at 1600 hrs.** at the same day in the Room No.302, PHA, New Delhi. Bidders/Authorised Representative of the Bidders are allowed to be present during the opening of Tender.

12. Rejection of incomplete and conditional tenders

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

13. 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.

14. Non-transferability

This tender is non-transferable.

15. Extension of last date at the Discretion of LSS

Lok Sabha Secretariat, New Delhi, may in their discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

16. Termination of Contract

LSS reserves the right to terminate the contract at any time without assigning any reason.

**TERMS & CONDITIONS
FOR THE PRINTING OF CONSTITUENT ASSEMBLY DEBATES (EV & HV)**

Rates/Prices

1. The rates should be quoted in Indian Rupees in words as well as in figures.
2. Tender rates should be valid from the date of awarding of the contract. Tender quoted 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.
3. Prices should be quoted F.O.R. Destination (Free delivery at LSS)

Penalty

4. In case the Printer fails to adhere to prescribed time schedule and other deficiency is found in respect of quality of paper, cover, printing or layout, etc. the Performance Security Deposit is liable to be forfeited and penalty can be imposed as deemed fit by the Secretariat.
5. If the Bidder/firm leaves the supply without completing it, the LSS may get the work completed from another firm and the bidder will have to reimburse the extra expenditure incurred.

Settlement of disputes

6. 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 arbitrator appointed by the Secretary-General, Lok Sabha 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.

Purchaser's Rights

7. 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.
8. The LSS reserves the right to reject the material supplied in case it is of inferior quality and are not of requisite standards.

Execution of Job

9. Printing of Constituent Assembly Debate should be as per the specifications (*Annexure III*).

Process of Printing

10. Single colour Offset printing by CTP Plates.

Delivery

11. Printed copies to be supplied as and when required after approval of the final proof.

Mode of Payment

12. Payment against Bill / Invoice shall be released only after supply of the items to the satisfaction of the Lok Sabha Secretariat (LSS). No interest will be payable on the delayed payments. Payment will be made direct to the Printer 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

13. Approximate quantity only of the required item is given in the tender notice. The quantity is likely to be +/- 10 % of the given figure.

Agreement

14. The bidder who is awarded the contract will be required to sign **Proforma Rate Contract Agreement** with the Lok Sabha Secretariat (LSS) as per the specimen (*Annexure II*).

General /other conditions

15. The bidder 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 fictitious 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 the contract.**
16. No 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.
18. Samples of Publications are required to be attached as per detail given in Annexure-III.

PRINTING OF CONSTITUENT ASSEMBLY DEBATES (EV & HV)

DECLARATION

To

The Additional Director (Ptg.),
Lok Sabha Secretariat,
Room No. 303,
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 Deposit (PSD), as applicable, in the format to be provided by your office as per-condition for obtaining the Purchase Orders.

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 Additional Director (Ptg.), Room No. 307, Parliament House Annexe, 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:

**PROFORMA RATE CONTRACT AGREEMENT
PRINTING OF CONSTITUENT ASSEMBLY DEBATES (EV & HV)**

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.

AGREEMENT

The agreement is made on this _____ day of _____, 2014 between

M/s. _____

_____ herein referred to as the Printer under the name and style of M/s. _____ of the one part.

Lok Sabha Secretariat (LSS), acting through the **Additional Director (Ptg.)**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat** for printing and supply of the required publication with the given specifications.

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

01. The contractor agrees to undertake to **printing of constituent Assembly Debates (EV & HV)** as per the requirement as agreed to in their tender and letter dated _____ at the rates quoted by him/them. The rates are inclusive of all the levies taxes like freight and exclusive as the case may be insurance etc.
02. The printing of **C.A. Debates** which are not in conformity with the requirements/specifications are liable to be rejected.
03. This contract shall be effective from _____ to _____. The Tender is valid from the date of signing of the agreement. The quantities shown in the tender with +/- 10% variation will be procured by placing purchase order.

04. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the Secretariat. In case the Printer fails to adhere to prescribed time schedule and other deficiency is found in respect of quality of paper, cover, printing or layout, etc. the Performance Security Deposit is liable to be forfeited and penalty can be imposed as deemed fit by the Secretariat.
05. 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. **Additional Director (Ptg.) in charge of the Printing Section** on behalf of the Lok Sabha Secretariat 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.
06. The Performance Security Deposit (PSD) shall be released without any interest after successful completion of the work at the end of the contract period including the extended period, if any.
07. That all disputes arising out of this contract will be referred to the arbitration of the arbitrator appointed by Secretary-General, Lok Sabha under the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties to this contract. Provisions of the Indian Arbitration Act, 1996 and any statutory modification/enactments thereto and the rules made there under from time to time shall apply to such arbitration.
08. The Security Deposit is 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.
09. LSS reserves the right to terminate the contract at any time without assigning any reason.
10. That the tender schedule and terms & conditions shall also form part of the agreement.

11. 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 of the authorized
official of the LSS

Signature:

Signature:

Name :

Name :

Address :

Address :

**SPECIFICATIONS FOR THE PRINTING OF
CONSTITUENT ASSEMBLY DEBATES (EV & HV)**

1. Title Constituent Assembly Debates (EV & HV)
2. Size Royal Octavo
3. No. of mss. pages 6,500+200=6700 printed pages (approx) in royal octavo size (EV)
10,800 printed pages (approx) in royal octavo size (HV) (at present 10 volumes)
30 pages approx. are to be added in HV/EV like Preface, Tabular Statement along with a five fold photograph and signatures of Members of Constituent Assembly. Imported Art Paper to be used for photograph.
4. No. of copies required 1500 sets of 5 volumes (EV) & 500 sets of 7 volumes (HV). At present the CA Debates (HV) are in 10 volumes which are to be converted to 07 volumes.
5. Paper for text 80 GSM Imported Natural shade book printing Paper
6. Process of Printing Single colour offset printing of text & gold ink printing on spine & front of each book
7. Type-setting The Printer is required to compose the text matter of CA Debates (HV) & (EV)*. The Printer will make lay-out of the page exactly as per the existing printed books page to page *i.e.* Royal Octavo size. The proof will be checked by the Printer himself both EV & HV with meticulous accuracy and the final proof may be shown to the Secretariat for approval.

The printer will supply one soft copy of the text matter in PDF and Open file with printed copies.
8. Binding Hard Bound with full rexine cloth with 3 mm smurfit kappa imported board with gold printing on spine. Binding should be by automatic sectional sewing machine.
9. Packing Single piece poly packing with craft paper and also serial number printing on each book on craft paper

***Note:** Incomplete/incorrect Text matter of the C.A. Debates (EV) is available on Lok Sabha Website.

Previously printed copies of the C.A. Debate can be seen at Printing Section, 303, Parliament House Annexe, New Delhi.

Form of Quotation

Rate per set of 5 volumes of the
C.A. Debates 7,000 printed pages (approx.)
in royal octavo size
(all inclusive Composing whereas required,
Type-setting, processing,
CTP plates and single colour offset printing
on 80 GSM Imported Natural shade book
printing paper and Binding including gold
printing on spine & front)
(ENGLISH VERSION)

Rs. _____
(per set of 5 volumes)

Rate per set of 7 volumes of the
C.A. Debates 10,500 printed pages (approx.)
in royal octavo size
(all inclusive Composing, type-setting, processing,
CTP plates and single colour offset printing
on 80 GSM Imported Natural shade book
printing paper and Binding including gold
printing on spine & front)
(HINDI VERSION)

Rs. _____
(per set of 7 volumes)

(Signature of Tenderer with seal of the Firm)

The following proforma of the Check-list has to be filled by the Tenderer

PROFORMA FOR THE CHECK-LIST

Name & Address of Firm/Company _____

Tel. No:

- | | |
|---|-------------------------|
| 1. DD/Pay Order No.; amount & date of EMD | DD/Pay Order No., |
| | Bank |
| | Amount Rs..... |
| | Dated..... |
| 2. Registration | No. & Date |
| Certificate from Govt. Deptt. | Issuing Authority |
| 3. CST/VAT/TIN Registration No.; and | No. & Date |
| Enclose copy of VAT deposit slip for | 2010-11 |
| the last three financial years i.e. 2010-11 | 2011-12 |
| to 2012-13 | 2012-13 |
| 4. PAN/GIR Card No. | No. & Date |
| 5. Income Tax Returns | 2010-11 _____ |
| (last 3 financial years) | 2011-12 _____ |
| | 2012-13 _____ |
| 6. Audited Balance Sheets indicating | 2010-11 _____ |
| turn-over for last 3 financial years | 2011-12 _____ |
| | 2012-13 _____ |
| 7. Proof of 5 years' experience | Yes..... |
| in similar printing work of 7000 pages | No..... |
| single job with Govt.Deptt./PSU's etc. | |
| (Attach samples of similar jobs) | |
| 8. Declaration for not black listed by the | Yes..... |
| Govt. Deptt./PSUs. Etc. | No..... |
| 9. Attach samples of — | |
| (i) Text paper | Yes..... |
| (ii) Rexine for cover | No..... |
| (iii) 3 mm Smurfit kappa imported board | |

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated:

Name with Designation of Authorised Signatory & Seal of the Firm

**LOK SABHA SECRETARIAT
(PRINTING SECTION)**

**NOTICE INVITING TENDER FOR PRINTING OF
CONSTITUENT ASSEMBLY DEBATES (EV & HV)**

Sealed tenders in two bid systems are invited from reputed, experienced & quality Printers for printing and supply of Constituent Assembly Debates (EV & HV). The prescribed Tender Form duly filled in with all requisite documents may be sent to the Additional Director (Printing), Room No. 307, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110 001. The last date of submission of Tender is 7.2.2014 upto 1500 hrs.

Tender Documents can be downloaded from official website <http://www.loksabha.nic.in>

Additional Director (Printing)

**लोक सभा सचिवालय
(मुद्रण शाखा)**

**संविधान सभा के वाद-विवाद (हिन्दी और अंग्रेजी प्रारूप) के
मुद्रण के लिए निविदा आमंत्रण सूचना**

संविधान सभा के वाद-विवाद (हिन्दी और अंग्रेजी प्रारूप) के लिए प्रतिष्ठित, अनुभवी और उच्च कोटि मुद्रकों से दोहरी बोली प्रणाली के अधीन मुहरबंद निविदाएं आमंत्रित की जाती हैं । विधिवत रूप से भरे हुए विहित निविदा प्रपत्र सभी अपेक्षित दस्तावेजों सहित अपर निदेशक (मुद्रण), कमरा सं. 307, लोक सभा सचिवालय, संसदीय सौध, नई दिल्ली-110001 को भेजे जा सकते हैं । निविदा भेजने की अंतिम तिथि 7.2.2014 को 1500 बजे तक है। निविदा दस्तावेज आधिकारिक वेबसाइट <http://www.loksabha.nic.in> से डाउनलोड किए जा सकते हैं।

अपर निदेशक (मुद्रण)