

No.1/Binding contract /2011-LSS

29.04.2011

From

Srinivasulu Gunda
Deputy Secretary,
General Procurement Branch

To

M/s.-----

Sir,

**Sub. Limited Competitive bidding for binding of Lok Sabha debates for MPs, Library Books/
Publications of parliament Library on rate contract basis**

I am directed to inform that Lok Sabha Secretariat (LSS) intends to award the work order of binding of **Lok Sabha debates, Parliamentary Publications/ periodicals & Books on rate contract basis valid for a period of one year.** Sealed tenders are, therefore, invited from the firms having experience and expertise in binding of books, periodicals, publications, etc of the Departments / Ministries of Government of India.

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. The tender document can also be downloaded from www.loksabha.nic.in.

3. Bidders are requested to go through the instructions and terms and conditions contained in the bid document before furnishing their rates.

Yours faithfully,

(DEPUTY SECRETARY)
PH.NO.23034408/23034410

Encl. as above

LIMITED COMPETITIVE BIDDING FOR BINDING OF LOK SABHA DEBATES FOR MPS, LIBRARY BOOKS/ PUBLICATIONS OF THE PARLIAMENT LIBRARY ON RATE CONTRACT BASIS.

INSTRUCTIONS TO THE BIDDERS

1. Eligibility of the bidders should have :

- (i) minimum 3 **years** of experience of binding of books, periodicals, publications, etc, of the Departments / Ministries of Government of India (valid proof has to be attached)
- (ii) not been blacklisted by the Depts/ Ministries of the Govt. of India. Declaration has to be given in the prescribed format- **Annexure-1)**
- (iii) turnover of Rs.2,00,000 (Rs. two lakh only) per year during each of the last three years, required machinery, staff and place/contact number to carry out the binding work.

2. Earnest Money Deposit / Performance Security

- (i) The Earnest Money Deposit (EMD) **@2% of the bid value** should be in the form of Demand Draft drawn in favour of **Drawing and Disbursing Officer, Lok Sabha** and should be kept in a **separate sealed envelope superscribing 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.** The submission of EMD is compulsory for all the Bidders.
- (ii) 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 **sixty 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 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.

4. Documents / Certificates

The firms are required to submit photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Proof of experience in supplying to Govt. Depts.
- (b) Proof of having required turnover (Rs. 2,00,000 during each of the last three years), machinery, staff and place/contact number to carry out the binding work.
- (c) Declaration regarding blacklisting or otherwise. (**Annexure-1**)

5. Mode of Submission and last date for submission of bids

Tenders in a sealed envelope sealed envelopes superscribing” **tenders for binding of Lok Sabha debates for MPs, Library books/ Publications of Parliament Library , etc on rate contract basis** should be addressed to the **Deputy Secretary (GP), Lok Sabha Secretariat, Room No.408, Parliament House Annexe, New Delhi**, and must reach on or before **18.05.2011 by 3.00 P.M.** Tenders may be hand delivered at the afore mentioned address. If the date up to 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. Rejection of incomplete and conditional tenders

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

7. 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

8. Non transferability

This tender is non transferable.

9. Extension of last date at the Discretion of LSS

The Deputy Secretary (GP), 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.

TERMS & CONDITIONS

Rates/ Prices.

1. The rates should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, VAT, cartage, etc, 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
2. Tender rates should be valid for **at least one year** after the date of opening the tender. Tender 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.
3. The rates shall be quoted separately and independently for each size of binding. In case, a tenderer does not quote for any item, he must score through that item under initials. The format for giving the rates and the specifications of the binding may be seen at **Annexures - 2&3**

Penalty

4. It will be the responsibility of the Bidder to bind the books / publications as per the given specifications and sample approved by the Lok Sabha Secretariat. The binding work shall be subject to the approval of this secretariat. In case it is considered inferior or not in accordance with the approved samples it will be rejected and the work has to be redone to the satisfaction of the Secretariat at its/their own expenses.
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 expenditure incurred. Further, necessary action for **blacklisting** the firm will also be taken.

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 Secretary General, Lok Sabah 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

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 award the tender to more than one Bidder.
9. The LSS reserves the right to relax/ withdraw any of the terms and conditions mentioned above so as to overcome any problem encountered by the contracting parties.
10. The LSS reserves the right to reject the goods supplied in case they are of inferior quality and are not of requisite standards.

Delivery/return of the material for /after binding

11. The tenderer(s) shall take delivery of the books from the Parliament Library or any other service unit of the Library twice a month on a Friday during the Session as well as the inter-session period and return the same after binding at their own expense within 15 days from the date of receipt from this Secretariat. Transport charges shall be paid by the tenderer(s) themselves for both the directions.
12. For binding of debates for MPs, loose copies of debates will have to be taken from "D" Branch or any other specified service unit of this Secretariat and duly bound Debates will have to be delivered to '**Distribution Branch ('D' Branch of Lok Sabha Secretariat (LSS) ' Branch**. Transport charges shall be borne by the tenderer(s) themselves for both directions.

Mode of Payment

13. Payment against Bill / Invoice shall be released only after the completion of the binding work to the satisfaction of the Lok Sabha Secretariat (LSS). Payment will be made direct to the binder 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.**

Quantum of the work

14. The tenderer (s) shall have to bind nearly 400 publications of various sizes per month during the period of contract. The quota per month per Binder will depend on the number of Binders who would be selected for this job. Normally, about 100 publications shall be handed over to a binder at a time. Further lots shall be given when he has delivered back duly bound the lot given to him earlier and the same is found in order.

Liability for Loss/damage of books/ periodicals/ publications given for binding

15. The tenderer(s) shall be responsible for loss or damage of books handed over to them for binding even if it is discovered after the expiry of the contract. The liability of the tenderer(s) for such damage/loss shall be equivalent to the replacement cost of the books, as determined by this Secretariat, irrespective of the condition of the book/periodical. Publication at the time of delivery for binding and shall be adjusted from the bill or security of the tenderer (s) if not deposited within 15 days of demand by the Secretariat. The cost of out-of-print books and other rare books shall be decided by this Secretariat and the decision of this Secretariat in the matter shall be final.

Agreement

16. The bidder(s) who is/are awarded the contract will be required to sign **Rate Contract agreement** with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure-4**)

General /others

17. The bidders 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**.
18. 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.
19. The officers of LSS or their representatives may inspect the quality of items.
20. **The books/debates/ periodicals etc. received by the tenderer(s) for binding shall not be taken out of the city of Delhi for any purpose whatsoever, nor lent out to anybody for any purpose.**

**BINDING OF PARLIAMENTARY DEBATES FOR MPs AND
LIBRARY BOOKS /PUBLICATIONS OF THE PARLIAMENT LIBRARY ON RATE CONTRACT BASIS**

Tender No.1/binding of debates, etc /2011-LSS dated 29.04.2011

DECLARATION

To

The Deputy Secretary (GP),
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 format to be provided by your office as per-condition for obtaining the Supply / 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 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 Tender)

Name:

Designation with Seal of the Firm

Date:

TENDER FOR BINDING OF PARLIAMENTARY DEBATES FOR MPs AND LIBRARY BOOKS /PUBLICATIONS OF THE PARLIAMENT LIBRARY ON RATE CONTRACT BASIS

Tender No.1/binding of debates, etc /2011-LSS dated 29.04.2011

To

**Deputy Secretary
Lok Sabha Secretariat
Parliament House Annexe,
New Delhi-110001.**

Sir,

With reference to the limited tender enquiry letter no. ----- dated -----I/we hereby tender for binding of Lok Sabha Debates and Parliamentary publications/periodicals for a period of one year in accordance in all respects with the terms and conditions in Quotation Letters referred to above and specifications for binding thereto annexed which have been read by me / us and / or read over and explained to me / us. I / we hereby submit the following quotations with dummy samples(viz in full dark green rexine binding, full cloth binding & half cloth binding):-

SL. NO.	SIZE	SPINE	RATE*
1.	Lok Sabha Debates Bound in dark green Rexine with gold lettering as per specimen. Size : 16cms. X 25 cms.	i) 5 cms. To 10 cms. ii) More than 10 cms.	Rs.----- Per volume consisting of 10 to 12 debates.
2.	<u>Full cloth binding with Ink Lettering.</u>		
	UP TO 24 x 16 cms. With any spine		
	ABOVE 24 x 16 cms. With any spine.....		
3.	<u>Half cloth binding with Ink Lettering</u>		
	FROM 14 x 11 cms. To 24 x 16 cms. with any spine		
	ABOVE 24 x 16 cms. To 32 x 25 cms. with any spine		
	ABOVE 32 x 25 cms. To 37 x 25 cms. with any spine		
	ABOVE 37 x 25 cms. To 60 x 45 cms. with any spine		

*

Payment for binding of odd sized books etc. i.e. which are not covered within the sizes quoted above is acceptable to us on the following basis:-

“If the increase in size is 50% or less over the lower size, the binder shall be paid binding charges at the lower rate. If the increase is over 50% than next higher rate will be paid.”

The rates quoted above are inclusive of Sales Tax and transportation charges for both the directions viz. taking delivery of the loose copies of Lok Sabha Debates from the Lok Sabha Secretariat and returning the same after binding to **Distribution Branch** of this Secretariat. The rates are also inclusive of transportation charges for both the directions viz. taking delivery of Parliamentary Publications/periodicals/books from Lok Sabha Secretariat and returning the same after binding to this Secretariat.

Your faithfully,

Signature _____

Name in Full _____

Full Address with seal _____

Dated _____

**TENDER FOR BINDING OF PARLIAMENTARY DEBATES FOR MPs AND
LIBRARY BOOKS /PUBLICATIONS OF THE PARLIAMENT LIBRARY ON RATE CONTRACT BASIS**

Tender No.1/binding of debates, etc /2011-LSS dated 29.04.2011

SPECIFICATIONS FOR BINDING

1. **Binding Cloth**
(Of all colours)Flag
Brand/Equivalent.
2. **Rexine (Of all colours)** Bhor
Brand/Elephenstin Brand/Equivalent.
3. **Leather:-** Leather used must be tanned in sumach or oak bark or similar vegetable stuff or mixture of them, free from sulphuric or other deletrious acids, and dyed with colours that are fast with respect to light as well as moisture. The Binder shall guarantee or undertake to produce, when required, the gurantee of the firm supplying the leather that all skins used are genuine as described above.
4. **Straw Board.....** Ratlam/Meerut made or equivalent
 - (i) For books below 1” spine..... 24 oz.
 - (ii) For books of 1” – 4” spine..... 32 oz.
 - (iii) For Books with more than 4” spine..... 40 oz.
 - (iv) For Newspapers..... 48 oz.
5. **Paper for Astar (inside cover) and outside cover:-**
Thick quality paper preferably Hindustan Blue cover Paper or equivalent to be used.
6. **Thread Reel** of J.P. Coats (Reel No.2 for Lapet Sewing and Reel No.4 for Sectional Sewing) or equivalent.
7. **Maida and Glue** of standard quality to be used.

8. Stitching of books should be strong, stable and suitable according to the thickness of the spine of the book. Sectional sewing should be done for books with sections.

Books printed on paper of good quality are to be sewn one sheet on (except where thickness of paper makes it necessary to sew two sheets on) with thread of specified thickness over linen tapes. Books printed on soft, spongy or brittle paper shall have the sections lines at inner and outer folds with strips of thin but paper before they are sewn. All sections broken at the back shall be lined with paper or linen strips, and where necessary neatly over-cast by cross stitching, before being sewn on the tapes. All separate leaves, plates, maps etc. shall be mounted on guards of linen or touch thin paper and shall be guarded at the fold. For books upto crown octavo (7" x 5") at least two tapes of Width shall be used. For books of larger sizes the number of tapes is to be increased in proportion. The tapes at the extremities shall be within the head and tail of the book. Straight line machine stitching will not be accepted.

9. **Gold lettering** on Rexine/Leather bound books. Gold Foil to be used of Luxure-V-(special) or gold leaf to be used of N.V. Brand.
10. **Ink Lettering:** On cloth bound books.
11. **Collation:** All books received by the Binder are to be examined and collated Books and other reading material found to be imperfect or seriously damaged are to be returned unbound to the Lok Sabha Secretariat. Torn leaves and plates are to be neatly repaired. A periodical shall not be held to have been collated properly nor to be perfect, unless all the parts of a volume are bound in correct order of pagination and the usual title and contents pages and indexes are inserted in the proper places. Unless each imperfect and damaged book is reported to Lok Sabha Secretariat and unless the Lok Sabha Secretariat has instructed the binder to proceed with the work on such books, the bill will not be paid for any such book bound or repaired.
12. **Cutting:**The binder shall cut the edges of books accurately and take care to leave margin as possible. If any printed matter is eliminated in cutting the binder shall have to replace the book or pay its cost.
13. **Forwarding:** Unless otherwise directed all books shall have French joints and tight or close flexible backs. The back shall be covered with a strip of Kraft paper. Leather bound and cloth bound books shall have Head Bands each wide at the top and the bottom. In case of Half leather and cloth binding, the tapes are to be inserted and securely glued between the split-boards. The Lok Sabha Secretariat can cut up any book with Half leather or cloth binding to check if this has been done. The Binder shall have to rebind that volume free of further charge. The case of Board binding the tapes shall be pasted on to the board.

14. **Covering:** Cloth bound books are to be fully covered with cloth which should overlap the board atleast for being pasted on to the inside of each board. In case of Half-leather and Board binding the covering material of the spine should extend over the board to atleast $1/6^{\text{th}}$ of the width of the book. The inside of the covering material over the spine should be forfeited by a strip of box board (5-8 oz.)
15. **Lettering:** Lettering shall be of good size and easily readable. Small lettering shall be done only on very thin books. English books bound in Half-leather and Rexine shall received gold lettering. In case of Ink lettering best quality of ink of appropriate colours is to be used.
16. **General:** Binders will put their rubber stamps on all the books and periodicals etc. they have bound on the back side of the paper.

SPECIMEN
MATTER TO BE GOLD PRINTED ON THE SPINE OF THE
LOK SABHA DEBATED

LOK SABHA
Debates

Third Series
VOL.IX
1st – 15th November, 1986

H.C. LINGA, REDDY, M.P.

**SUPPLY OF WRITING INSTRUMENTS& CORRECTING ITEMS AT
LOK SABHA SECRETARIAT, NEW DELHI**

PROFORMA RATE CONTRACT 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.

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

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

01. The contractor agrees to undertake the work of **BINDING OF LOK SABHA DEBATES FOR MPS, LIBRARY BOOKS/ PUBLICATIONS OF THE PARLIAMENT LIBRARY ON RATE CONTRACT BASIS** 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 sales tax and excise duty fright and exclusive as the case may be insurance etc.
02. The binding work of the said items which is not in conformity with the requirements/ specifications is liable to be rejected.
03. This contract shall be effective from _____ to _____. The Tender is valid for a period of one year from the date of signing of the agreement, which can be extended for a further period of three months on the same rate & terms and conditions at the discretion of the Dir (GP&GS).

The contractor shall take delivery of the books from the Parliament Library or any other service unit of the Library twice a month on a Friday during the Session as well as the inter-session period and return the same after binding at their own expense within 15 days from the date of receipt from this Secretariat.

04. The contractor shall agree for the imposition of penalty (as decided by the competent authority) for delay in picking up the items for binding and for deliver after binding with reference to the given schedule. Penalty (as decided by the competent authority) shall also be imposed for any substandard (inferior quality) / incomplete binding work along with cancellation of work order.
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. Director or Deputy Secretary in charge of the General Procurement Branch (GP&GS) 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 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
07. That all disputes arising out of this contract will be referred to the arbitration of the arbitrator appointed by Secretary- General, Lok Sabha Secretariat (LSS) 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 thereunder 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. That the tender schedule and terms and conditions shall also form part of the agreement.

10. 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
Firm

Signature:
Name :
Address :

Signature of the authorized official of
the LSS

Signature:
Name :
Address :