

LOK SABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)

TENDER DOCUMENT
FOR
PROCUREMENT OF WOOLEN CLOTH FOR WINTER UNIFORM, 2011-12

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

No.4/Livery items /2011-LSS

Dated 09.09.2011

From

**SRINIVASULU GUNDA
DEPUTY SECRETARY,**

To

ALL CONCERNED

Sir,

Sub. Limited Competitive bidding for procurement of Woolen cloth for the uniformed Officers/staff of Lok Sabha Secretariat for their Winter Uniform, 2011-12 - Rate Contract

Lok Sabha Secretariat (LSS) intends to procure **Woolen Cloth for the Uniform of Officers/Staff for winter, 2011-12**. Sealed tenders are, therefore, invited from the manufacturers, authorized distributors/dealers for the supply of **woolen cloth 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) Schedule 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.**

Yours sincerely

Sd/-

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

**Limited Competitive bidding for the procurement of Woolen Cloth for the uniform of
Officers/Staff for winter, 2011-12**

INSTRUCTIONS TO THE BIDDERS

1. Eligibility of the bidders:

Bidders should have

- (i) 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) minimum Turnover of **Rs.25 lakh** per annum during each of the last three years (valid and certified proof has to be attached).
- (iii) Not been blacklisted by the Depts./ Ministries of the Govt. of India. Declaration has to be given in the prescribed format (**Annexure-I**).
- (iv) copy of authorization valid throughout the period of the contract in case the firm /agency is not a manufacturer of the items.

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 **sealed separate cover super scribing E.M.D.** without mentioning amount. **Tender received without EMD or EMD for fewer amounts 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.
- (ii) 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.
- (iii) 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 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 Tendering firms/agencies are required to submit the photocopies of following documents, 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) Copies of Income Tax Returns filed for last 3 years
- (e) Proof of experience in supplying to Govt. Depts.
- (f) Declaration regarding blacklisting or otherwise. **(Annexure-I)**
- (g) Copy of authorization in case the firm/agency is not a manufacturer of the items

5. Mode of Submission of Tenders and last date

Tenders along with samples of **woolen cloth** in a sealed envelope 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 **30 September, 2011 by 3.00 P.M.** Tenders may be (i) hand delivered at the aforementioned address. (ii) sent by registered/speed post also so as to reach the aforementioned address on or before the said date. If sent by post, Lok Sabha Secretariat will not be responsible for delay or loss in transit.

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.

TENDERS WITHOUT SAMPLES OF THE AFORESAID LIVERY ITEMS WILL BE REJECTED SUMMARILY. The samples of clothes may be furnished in the size 10"x8" (approx.) and its cloth composition/shade/colour may also be specified.

6. Opening of Bids

The bids will be opened on the last date of submission of bids **at 1700 hrs in Room No. 302, Parliament House Annexe, New Delhi** by the competent authority.

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 signed 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 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.

14. 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.

15. 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 **Executive Officer(GPB), Room No. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 (Ph.No.23034408/23034410)** well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

TERMS & CONDITIONS

Rates/ Prices

1. **The rates of only those 'Woolen Cloth' should be quoted, which can be made available within 30 days after receipt of the supply order.** 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 (as shown in **Annexure-II**). **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 six months** 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. Prices should be quoted F.O.R. Destination (Free delivery at LSS Store).

Penalty

4. It will be the responsibility of the Bidder to supply the **'Woolen Cloth'** in accordance with supply order within stipulated time frame, otherwise, the LSS will impose penalty.
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.

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 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

7. The LSS reserves the rights 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 said 'Woolen Cloth' in case they are not made as per quality/design/colour of sample approved by the LSS or found to be 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 'Woolen Cloth' are not found of requisite standards or of inferior quality by the officials during the guarantee/warrantee period, the same will have to be replaced otherwise the payment of the bills against the 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

11. **The required quantity of 'Woolen Cloth' quoted for should be readily available with the firm so that the same could be supplied at short notice.** In case, the firm fails to supply the required quantity within the specified period from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for **blacklisting** the firm will also be taken.

Mode of Payment

12. Payment against Bill / Invoice shall be released only after supply / inspection and observance of satisfactory performance of the '**Woolen Cloth**'. 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

13. Quantity only of the required item shown in the tender is approximate and may vary more or less by 10%.

Agreement

14. The bidder who would be awarded the contract should sign **Rate Contract agreement** with the Lok Sabha Secretariat (LSS) as per the proforma (**Annexure-III**).

General /others

15. 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 contract.**
16. 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 'Woolen Cloth' for entitled uniformed Officials for their Winter Uniform, 2011-12

Tender No.4/Livery items /2011-LSS dated 09.09.2011

DECLARATION

To

The Deputy Secretary (GP),
General Procurement Branch
Lok Sabha Secretariat, Room No.408,
Parliament House Annexe,
New Delhi-110001.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by all 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 Tenderer)

Name:

Date:

Designation with Seal of the Firm

Annexure-II

Procurement of 'Woolen Cloth' for entitled uniformed Officials for their Winter Uniform, 2011-12 - on rate contract basis

Schedule of Rates

Tender No. 4/ Livery items -2011-LSS
Dated 09.09.2011

Sl. No	Name of the item	Quantity (approx.) of cloth required	Maximum Price Ceiling/ Range per mtr. (Excluding Taxes)	Details of Company/ Quality, Shade & Colour of cloth	MRP of the cloth offered (incl. Of taxes (Rs.))	Actual Price/ Price offered to LSS Per Mtr. (Rs.)	VAT/ Excised duty, tec. If any, per mtr. (Rs.)	Total Price Per Mtr. incl. Taxes (Rs.) (Col.7+8)
1	2	3	4	5	6	7	8	9
01.	Black Colour (with a slight white strip) woolen Cloth for Reporters/Protocol Officers	48 Mtr.	Rs.750 per mtr.					
02.	Navy Blue woolen cloth for Staff Car Drivers/Library Atttdts./Attendants/ Housekeepers, etc.	559 Mtr.	Rs.600 per mtr.					
03.	Black Colour woolen cloth for Chamber Attendants/Attnts. Posted in HS/HDS Offices	74 Mtr.	Rs.600 per mtr.					

N.B. The quantity of above said 'Woolen Cloth' may vary more or less by 10%.

**Authorized Signature &
Seal of the Firm**

Dated **Name & Address of Firm**

**Supply of 'Woolen Cloth' for entitled uniformed Officials for their Winter Uniform, 2011-12,
New Delhi**

SPECIMEN 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 **D.S. (GP)**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat**, for supply of '**Woolen Cloth**' 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.

01. The contractor agrees to undertake to supply the '**Woolen Cloth**' 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 freight and exclusive as the case may be insurance etc.
02. The supply of '**Woolen Cloth**' which is/are 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 six months 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).

04. 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 at one percent (1%) of the P.Os shall be imposed from 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.
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. Dir. (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 three months after successful completion of the work at the end of the contract period including the extended period if any.
07. 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.
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 conditions and he shall not plead ignorance of any of the conditions.

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 LSS

Signature:
Name :
Address :