

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

**TENDER DOCUMENT**  
**FOR**  
**PROCUREMENT OF WOOLEN CLOTH FOR WINTER UNIFORM, 2012-13**

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

No.9/3(29)/2012/GPB/LSS

Dated the 5<sup>th</sup> September, 2012

From

**R.C. SHARMA  
UNDER SECRETARY,**

To

**ALL CONCERNED**

Sir,

**Sub. Limited Competitive bidding for procurement of Woolen cloth for the uniformed Officers/staff of Lok Sabha Secretariat for Winter Uniform, 2012-13 - Rate Contract**

Lok Sabha Secretariat (LSS) intends to procure **Woolen Cloth for the Uniform of Officers/Staff for winter, 2012-13**. Sealed tenders are, therefore, invited from the manufacturers, authorized distributors/dealers for the supply of **woolen cloth on rate contract basis**.

2. The qualifications, instructions to the Bidders, terms and conditions, 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](http://www.loksabha.nic.in).**

4. The tender, complete in all respects, should be submitted in a prescribed form along with supporting documents/samples in sealed envelopes addressed to the **Director (GP&GS), Lok Sabha Secretariat, Room No. 408, Parliament House Annexe, New Delhi**, and must reach on or before the **27<sup>th</sup> September, 2012 by 1500 hrs.** Bids should be hand delivered at the above mentioned address on or before the said date.

Yours sincerely

**(R.C. SHARMA)**  
**Ph.no.23034408/23034410**

**Limited Competitive bidding for the procurement of Woolen Cloth for the uniformed  
Officers/Staff of winter uniform, 2012-13**

**INSTRUCTIONS TO THE BIDDERS**

**1. Definitions**

- (i) "The Purchaser" means the Lok Sabha Secretariat
- (ii) "The bidder" means the individual or firm who participates in this tender and submits bid
- (iii) "The supplier" means the individual or firm supplying the goods under the contract
- (iv) "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation

**2. Eligibility of the bidders:** Bidders should have

- (i) should have minimum **3 years** of experience of supplying of cloth in bulk to the Ministries/Departments of the Government of India/PSUs(copies of the Purchase Orders received from Govt. Depts./PSUs for the last 3 years should be enclosed).
- (ii) should have minimum Turnover of **Rs.55 lakh** per annum during each of the last three years (valid and certified proof has to be attached).
- (iii) should not been blacklisted by the Ministries/Depts. of the Govt. of India/PSUs. Declaration has to be given in the prescribed format ( **Annexure-I**).
- (iv) should have copy of authorization valid throughout the period of the contract in case the firm /agency is not a manufacturer of the items.

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

- 3.1 EMD @ 2% of the bid value in the form of banker's cheque/ demand draft from any scheduled bank drawn in favour of "**Drawing and Disbursing Officer, Lok Sabha**" shall accompany the bid.
- 3.2 EMD shall remain valid for a period of 45 days beyond the final validity period of bids (120 days)
- 3.3 A bid received without Bid security (EMD) shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.
- 3.4 EMD for lesser amount / EMD not submitted in the manner prescribed will be rejected and returned to the bidder.
- 3.5 The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.

3.6 The Bid security of the unsuccessful bidder will be discharged / returned to them within **30 days** after finalization and award of the contract without any interest.

3.7 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the stipulated period of bid validity specified in the bid document;
- (b) In the case of successful bidder, if the bidder fails to :
  - (i) sign the contract
  - (ii) furnish the Performance security within the time specified in the document

#### **4. Documents / Certificates**

The Tendering firms/agencies are required to submit the 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) Copies of Income Tax Returns filed for last 3 years
- (e) Proof of experience in supplying to Govt.Depts./PSUs(copies of PO's received from Govt. Depts./PSUs during each of the last 3 years should be enclosed)
- (f) Declaration regarding blacklisting or otherwise. (**Annexure-I**)
- (g) Copy of authorization valid throughout the contract period from the manufacturer, in case the firm/agency is not a manufacturer.

#### **5. Clarification on Bid Documents**

A prospective bidder requiring any clarification on the Bid Documents may notify the General Procurement Branch (Under Secretary, General Procurement Branch, Lok Sabha Secretariat) in writing or by e-mail at the mailing address **gpb-lss@sansad.nic.in**. Such requests for clarifications should be sent not later than seven days prior to original or extended deadline for submission of the bids. Explanation of the query but without identifying the source of the inquiry will be uploaded on to LSS website [www.loksabha.nic.in](http://www.loksabha.nic.in) for the benefit of all the prospective bidders.

#### **6. Amendment of Bid Documents**

6.1 At any time prior to the dead line for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification, requested by the prospective bidder, modify the Bid Documents by amendment. The amendment will be uploaded on to LSS website [www.loksabha.nic.in](http://www.loksabha.nic.in) for the benefit of all the prospective bidders.

6.2 In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the Director (GP&GS), General Procurement Branch may, at his discretion, extend the deadline for the submission of bids.

## **7. Preparation of Bids: Language of Bid**

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

## **8. Bid Prices**

8.1 The rates/ prices should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, VAT, packing, forwarding, 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.

8.2 Only one price should be quoted for each item and if more than one price is quoted under different options the rate quoted by the bidder in the first option only will be valid and considered for evaluation.

8.3 Prices should be quoted FoD basis (Free delivery at LSS).

## **9. Period of validity of bids**

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

## **10. Signing of the bids**

10.1 **The bid shall be typed or printed.** All pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.

10.2 All entries in the bid 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.

10.3 The bid shall contain no interlineations , erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

## **11. Submission of Bid**

### **Sealing, Marking & Submission**

11.1 The bid shall be submitted in accordance with the procedure detailed herein.

(i) Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

(ii) **Envelope No.1** shall contain the bid security/EMD as indicated in **clause 2** of these instructions to bidders.

(iii) **Envelope No.2** shall contain the rates/prices of the items duly filled in (schedule of rates-**Annexure-2**) and signed and stamped. The bidder must fill up their price, taxes, etc. against each item in the spaces provided in the respective columns.

(iv) **Envelope No.3** shall contain the samples of cloth. Samples should contain details such as name of company, quality and shade no. and name of the category for which it is quoted. Samples meant for each category should be submitted in separate envelope.

11.2 All the above envelopes shall be sealed in a separate envelope and addressed to **The Director (GP&GS), General Procurement Branch , Room no. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001** and must reach on or before the **27<sup>th</sup> September,2012 by 3.00 p.m.** 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.

**11.3 The bidders must have to submit samples of cloth along with their bids. Bids not accompanied by samples will be summarily rejected. The samples will be returned after selection of the bidder.**

11.4 Bids should be hand delivered at the address mentioned in clause 11.2.

11.5 The bidder shall seal the bid.

11.6 All the above envelopes shall bear the Name of the Work viz. '**Tender for supply of woolen cloth**' as described in the Notice inviting tenders along with Tender Number, due date and time.

11.7 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

## **12. Deadline for submission of bids**

12.1 Bids must be submitted to the **Director (GP&GS), General Procurement Branch, Lok Sabha Secretariat, Room No. 408, Parliament House Annexe, New Delhi** on or before the prescribed date and time i.e. on or before the **27<sup>th</sup> September, 2012 (1500 hrs)**.

12.2 No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids

12.3 **Director (GP&GS), General Procurement Branch, Lok Sabha Secretariat**, may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

12.4 The responsibility for submission of the bids in time would rest with the bidder.

12.5 Telegraphic / Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid;

12.6 Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

## **13. Mode of Submission of Tenders and last date**

13.1 Tenders along with samples of **woolen cloth** in a sealed envelope should be addressed to the **Director(GP&GS), Lok Sabha Secretariat, Room No.408, Parliament House Annexe, New Delhi**. Bids should be hand delivered at the aforementioned address.

13.2 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.

**13.3 TENDERS WITHOUT SAMPLES OF THE 'WOOLEN CLOTH' WILL BE REJECTED SUMMARILY. The samples of clothes may be furnished in the size 10"x8" (approx.) and its cloth composition, quality, shade no., colour, company may also be specified. Samples of cloth meant for each category should be submitted separately.**

## **14. Modification and withdrawal of bids:**

14.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of the bids.

14.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with **clause 11**. A withdrawal notice may also be sent by telex/ fax but followed by a signed confirmation copy by post (which should be received by the Purchaser before the deadline for submission of bids)

14.3 No bid shall be modified subsequent to the deadline for submission of bids.

**15. 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.

**16. 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.

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

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

**18. Details of Rate Contract with DGS&D**

The bidders shall also inform whether the **Woolen cloth** for which the firm is quoting rates is covered under Rate Contract with DGS&D. In case, the item is covered the details as to the price, validity period, etc. may to be furnished.



**19. 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.

**20. Non transferability**

This tender is non transferable.

**21. 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.

**22. Samples of the cloth for examination of the bidders**

Bidders are requested to examine the samples of specified **colour/quality/shade of cloth** before submission of the bids. The samples may kindly be seen between 11 a.m. to 5 p.m. on any working day in General Procurement Branch. In this regard, bidders may contact **Shri R.C. Sharma, Under Secretary, General Procurement Branch, Room No.408, Lok Sabha Secretariat(Phone Nos.23034408/23034410/23035437).**

**23. Bid Opening and Evaluation: Bid Opening**

23.1 **Envelop No.1** containing the bid security shall be opened by **Pay and Accounts Officer (P&AO)** of Lok Sabha Secretariat **at 1600 hours on the last date for submission of the bids** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found as prescribed the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the firm / employer and also a copy of the authorization as given in the **Annexure-3.**

23.2 **Envelop No. 2** containing the price/financial bid shall then be opened. Bids shall be numbered serially by P&AO. The bidder's names, documents submitted/ not submitted and such other details as the P&AO, at its discretion may consider appropriate shall be announced at the bid opening.

23.3 The empowered Officers shall examine/ evaluate the bids to determine whether they (i) fulfill the eligibility criteria, (iii) have submitted the requisite documents (iii) meet the terms and conditions specified ,(iv) complied with all the instructions contained therein , etc. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.**

## **24. Process to be confidential**

24.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process ;

24.2 Any effort by the bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

## **25. Clarification of Bids**

25.1 To assist in the examination, evaluation and comparison of bids, the empowered Officers may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 29 hereof.

25.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid document.

## **26. Determination of Eligibility & Responsiveness**

26.1 The empowered Officers will determine whether the bid is **substantially responsive** to the requirements of the Bid documents. **For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the bid documents without material deviation or reservation.**

26.2 A bid which in relation to the cost estimates of the empowered Officers is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

## **27. Evaluation and Comparison of Bids**

27.1 Only such bids as have been determined to be substantially responsive to the requirements of the bid documents, in accordance with **Clause 28 & 29** will be evaluated. Other bids will be rejected as non responsive

27.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary;

27.3 Evaluation of the bids will take into account, in addition the bid amounts, the following factors;

- a) Arithmetical errors corrected in accordance with Clause 29;
- b) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments ;

27.4 Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation;

## **28. Evaluation.**

28.1 Purchaser shall evaluate the bids to determine whether they are complete, whether all required documents have been furnished, properly signed and whether the bids are generally in order.

28.2 Prior to financial evaluation, pursuant to clause 29, the LSS shall determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. **The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.**

28.3 A bid determined as substantially non responsive shall be rejected by the purchaser and shall not subsequent to the bid opening be allowed to be made responsive by the bidder by correction of the non conformity.

## **29. Financial evaluation and comparison of substantially responsive bids**

29.1 The purchaser shall shortlist those bidders who are eligible and submitted substantially responsive bids for considering the rates given by them.

29.2 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- a) Where there is discrepancy between amounts in figures and in words, amount in words will govern;
- b) Incorrectly added totals will be corrected;
- c) In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail;

If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

29.3 The purchaser may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

### **30. Contacting the Purchasers**

30.1 Subject to clause 25 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.

30.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

### **31. Award of Contract: Award Criteria**

Subject to Clause 29, 30 & 31, the contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and substantially responsive to the bid requirements and who has offered the lowest evaluated bid (**subject to the selection of the sample by the empowered Officers within the maximum price ceiling applicable to the item**). Provided further that the bidder has the capability and resources to carry out the contractual obligations effectively.

### **32. Right to accept / reject any or all Bids**

Notwithstanding Clause 28, 29 & 30 the Lok Sabha Secretariat reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.

### **33. Notification of Award**

33.1 Prior to the expiration of the prescribed period of bid validity, the **Director (GP&GS), General Procurement Branch** will notify the successful bidder by fax or e mail or letter confirming in writing that his bid has been successful.

33.2 The notification of award will constitute the formation of the contract.

33.3 Upon furnishing of Performance Security Deposit by the successful bidder in accordance with the provisions of Clause 3 of terms & conditions of the Tender, **Director (GP&GS), General Procurement Branch** will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

### **34. Signing of Agreement**

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Document and submit the same to the **Director (GP&GS), General Procurement Branch** within a week of the date of receipt of notification of award. The **Director (GP&GS), General Procurement Branch** shall return the draft duly approved within ten days from the receipt of the draft and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within two weeks from the receipt of the approved draft.

### **35. Annulment of the Award**

35.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

35.2 Purchaser reserves the right to disqualify the supplier for a suitable period who habitually fails to supply the item in time. Further, the suppliers whose items are not of desirable quality and durability may also be disqualified for a suitable period as decided by the Purchaser.

35.3 Purchaser reserves the right to blacklist a bidder at any time during operation of the agreement for a suitable period in case he fails to honour his bid in accordance with the terms and conditions of the tender without sufficient grounds.

**Limited Competitive bidding for the procurement of Woolen Cloth for the uniformed  
Officers/Staff of winter uniform, 2012-13**

**TERMS & CONDITIONS**

**1. Application**

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

**2. Standards**

2.1 The goods supplied under this contract shall conform to the standards prescribed/ specifications mentioned there against the goods in the financial bid.

2.2 The bidder should furnish the full specifications of the goods offered in the tender. No change shall be permitted after opening of bids.

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

3.1. PSD @ 5% of order value of the contract will have to be made **within 7 days** of receipt of the communication of the selection of the bid in pursuance of clause 34 of instructions to the bidders.

3.2. PSD shall be in the form of (i) Demand Draft payable to **Drawing and Disbursing Officer, Lok Sabha**, (ii) Deposit receipt from a Nationalized Bank; or (iii) Bank Guarantee from a Nationalized Bank. In case PSD is in the form of bank guarantee; such a bank guarantee should be from a nationalized bank and in the form provided in the **Annexure-4**.

3.3 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/guarantee obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.

3.4 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

#### **4. Liquidated damages**

Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent ( 1.0%) of the value of the delayed supply for each week of delay or part thereof.

#### **5. Force Majeure**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

#### **6. Termination for Default**

6.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part , if

- (a) the supplier fails to deliver any or all the goods/items within the time period(s) specified in the P.O., or any extension thereof granted by the purchaser;
- (b) the supplier fails to perform any other obligation(s) under the Contract; and
- (c) the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

6.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

## **7. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **8. Set Off**

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the Lok Sabha Secretariat or any other person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or LSS or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or LSS or such other person(s) contracting through the LSS.

## **9. Settlement of disputes**

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. Decision of the arbitrator shall be binding on both the parties.

## **10. Mode of Payment**

10.1 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**.

10.2 No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

## **11. Change in quantity**

Quantity given in the financial bid is approximate. It may vary depending on the actual usage.



## **12. Agreement**

The selected bidder should sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure - 5**)

## **13. Rates/Prices**

Rates/ prices should be valid for six months from the date of signing of the agreement. Rates/ prices shall not be increased during the entire period of the contract i.e. six months and shall not be subject to variation on any account. However, in case of decrease in prices, the benefit shall be passed on to the Purchaser. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.

## **14. Penalty for substandard / inferior quality**

14.1 A penalty of 20% of P.O shall be imposed on the supplier for supplying **cloth** which is sub standard (inferior quality)/ not as per approved sample. Further the firm is also required to replace the inferior/defective cloth supplied. Appropriate action including blacklisting will also be taken against the firm by the Purchaser.

14.2 If the selected bidder/firm does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser.

## **15. Purchasers Rights**

15.1 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.

15.2 The LSS reserves the right to award the tender to more than one Bidder.

15.3 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.

15.4 The LSS reserves the right to reject the said **'Woolen Cloth'** in case the same are of inferior quality and are not of requisite standards.

## **16. Delivery**

**The required quantity of 'Woolen Cloth' quoted for should be readily available or to be supplied at the earliest or not more than 45 days after receipt of the Purchase order.** 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.

## **17. General /others**

17.1 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.**

17.2. 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.

**Procurement of 'Woolen Cloth' for uniformed Officers/Staff for Winter Uniform, 2012-13**

Tender No. **No.9/3(29)/2012/GPB/LSS** dated the **5<sup>th</sup> September, 2012**

**DECLARATION**

To

The Director(GP&GS),  
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-2

### Procurement of 'Woolen Cloth' for uniformed Officers/staff for Winter Uniform, 2012-13 - on rate contract basis

#### Schedule of Rates

Tender No.9/3(29)/2012/GPB/LSS  
Dated 5<sup>th</sup> September, 2012

Sl. No	Details of the item/to whom is required	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 slight white stripes) woolen Cloth for Reporters/Protocol Officers	24 mtr. cloth	Rs.750 Per mtr.					
02.	Black Colour(with slight white stripes) woolen Cloth for Protocol staff	26 mtrs. cloth	Rs.600 Per mtr.					
03.	Dark Blue Colour(with slight white stripes) woolen cloth for Officers sitting at the Table of the House	18 mtrs. cloth	Rs.750 Per mtr.					
04.	Black Colour woolen cloth for Officers of Parliament Security Service	284 mtrs. cloth	Rs.750 Per mtr					
05.	Black Colour woolen cloth for Staff of Parliament Security Service	926 mtrs. cloth	Rs.600 Per Mtr.					
06.	Navy Blue woolen cloth for Staff Car Drivers/Library Atttdts./Attendants/ Housekeepers, etc.	637 mtr. cloth	Rs.600 Per mtr.					

1	2	3	4	5	6	7	8	9
07.	Black Colour woolen cloth for Chamber Attendants/Attdts. Posted in HS/HDS Offices	366 mtrs. cloth	Rs.600 per mtr.					

N.B. The quantity of above said 'Woolen Cloth' may vary more or less by 20%.

**Authorized Signature &  
Seal of the Firm**

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



**Procurement of 'Woolen Cloth' for uniformed Officers/staff for Winter Uniform, 2012-13 - on rate contract basis**

**PERFORMANCE SECURITY BOND FORM**

In consideration of the Lok Sabha Secretariat (hereinafter called 'the Secretariat') having agreed to exempt ----- (Hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement No. ----- Dated ----- made between ----- and ----- for the undertaking of stitching/tailoring work ----- (Hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the Bank) ----- (hereinafter referred to as 'the Bank' ) at the request of ----- contractor (s) do hereby undertake to pay to the Secretariat an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Secretariat by reason of any breach by the said Contractor(S) of any the terms or conditions contained in the said Agreement.

2. We (Name the Bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Secretariat stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Secretariat by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Secretariat in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding-----

3. We undertake to pay to the Secretariat any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier (s) in any suit or proceeding pending

before any court or tribunal relating thereto, our liability under this bond shall be valid discharge of our liability for payment there under and the contractor (s)/ bidder (s)/tailoring firm(s) shall have no claim against us for making such payment.

4. We (name of the Bank) ----- further agree that the guarantee herein contained shall remain in full force and effect during for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation. And that it shall continue to be enforceable till all the dues of the secretariat under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till -----  
----- (Secretariat) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

5. We (Name of the Bank) ----- further agree with the Secretariat that the secretariat shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary terms and conditions of the said Agreement or to extend time of performance by the said contract (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretariat against the said Contract (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract (s) or for any forbearance, act or omission on the part of the Secretariat or any indulgence by Secretariat to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.



6 This guarantee will not be discharged due to the change in the constitutions to the Bank or the contractor (s)/ bidder (s)/ tailoring firm (s).

7. We (name of the Bank) ----- lastly undertake not to revoke this guarantee during its currency except with the pervious consent of the Purchaser (Lok Sabha Secretariat) in writing.

Dated the ----- day of -----, Two thousand twelve only.

For -----  
(Indicate the name of the Bank )

Witnesses:-

1.

Telephone No. (s):- -----

STD Code- -----

FAX No. -----

E-Mail Address:- -----

2.

**Supply of 'Woolen Cloth' for uniformed Officers/staff for Winter Uniform, 2012-13,  
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.

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Agreement.

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2012 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 **Director(GP&GS)**, 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. The Tender is valid for a period of six months from the date of opening of the tender, 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 :

**WITNESS**

1.