

LOK SABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)

TENDER DOCUMENT
FOR
SUPPLY OF TERRICOT CLOTH

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(GENERAL PROCUREMENT BRANCH)

No.2/Livery items /2011-LSS

Date: 4th April, 2011

From

**SRINIVASULU GUNDA
DEPUTY SECRETARY,**

To

**M/s.-----

-----**

Sir,

Sub. Limited Competitive bidding for procurement of Terricot Cloth for summer uniform, 2011 - Rate Contract

Lok Sabha Secretariat (LSS) intends to procure **Terricot Cloth for summer uniform, 2011** for the uniformed officials. Sealed tenders are, therefore, invited from the manufacturers, authorized distributors/ dealers for the supply of the Terricot 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 procurement of Terricot Cloth for summer uniform, 2011

INSTRUCTIONS TO THE BIDDERS

1. Eligibility of the bidders:

Bidders

- (i) should have minimum **5 years** of experience of supplying in bulk to the Departments/ Ministries of the Government of India (valid proof has to be attached)
- (ii) should have minimum Turnover of **Rs.25 lakh** per annum during each of the last three years (valid and certified proof has to be attached)
- (iii) should not have been blacklisted by the Depts./ Ministries of the Govt. of India. Declaration has to be given in the prescribed format- **Annexure-1)**
- (iv) should have of 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 superscribing E.M.D.** without mentioning amount. **Tender received without EMD or EMD for lesser 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, (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration certificate as per existing norms;
- (b) Copy of CST/VAT/TIN Registration Certificates;
- (c) Copy of PAN/GIR Card;
- (d) Certified Copies of Income Tax Returns filed for last 3 years
- (e) copy of authorization valid throughout the contract period from the manufacturer, incase, the firm is not a manufacturer.
- (f) Copy of quality certification from a recognized Institute, if any.
- (g) Proof of experience in supplying to Govt. Depts.
- (h) Declaration regarding blacklisting or otherwise. (**Annexure-1**)

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

Tenders along with samples of cloth in a sealed envelope should be addressed to the **Director (GP&GS), Lok Sabha Secretariat, Room No. 514, Parliament House Annexe, New Delhi**, and must reach on or before **19 April, 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. **The samples of cloth may be furnished in the size 10"x8" (approx.) and its cloth composition/shade/colour may also be specified. Tenders without samples of cloth will be rejected summarily.**

6. Rejection of incomplete and conditional tenders

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

7. 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 would be **forfeited**.

8. 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.

9. Non transferability

This tender is non transferable.

10. Extension of last date at the Discretion of LSS

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

11. Specifications (quality/shade) of Terricot Cloth

The specified colour of cloth/quality/shade may kindly be seen between 11 a.m. to 5 p.m. on any working day in Room no. 408, Parliament House Annexe, New Delhi before submission of tenders. The companies/ firms/ authorized dealers / distributors who intend to see the samples may contact **Shri K.C. Pandey, Executive Officer, General Procurement Branch, Room No. 408, Lok Sabha Secretariat (Phone Nos. 22034408 & 23034410).**

12. 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.

13. Need for Clarifications

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

14. Details of Rate Contract with DGS&D.

The bidders shall also inform whether the terricot 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.

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 as applicable should be quoted separately (as shown in Schedule of Rates - **Annexure-2**). 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. 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 **Terricot 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 **cloth** supplied in case they are of inferior quality and are not of requisite standards.

Delivery

11. The required quantity of the terricot clothes conforming to the approved samples should be supplied to the Stores Branch of Lok Sabha Secretariat. The rates quoted for the said cloth should be readily available (**The selected firms should be able to supply the cloth within 10 days of placing the order**) for supply on FoD basis (at Lok Sabha Secretariat). The payment against the bill for supply of cloth will be made only after inspection of the item and if found to the satisfaction of the LSS only.
12. Samples/rates quoted should be readily available with the firm so that the same could be supplied at short notice. The requirement for additional cloth might arise in future also. The firm should be able to supply / deliver the required quantity of cloth at very short notice. However, LSS reserves the right to change the schedule of supply orders depending upon their urgent requirement especially during Parliament Session. 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.

13. In case, the materials supplied are found defective and of poor quality the same will have to be replaced within the guarantee/warranty period. In case of failure to provide the cloth as per shade and quality as approved by the Secretariat, the payment of bill against the materials issued will not be made and the firm will be liable for appropriate action

Mode of Payment

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

Change in quantity

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

Agreement

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

General /others

17. The bidder will be bound by the details furnished by him / her to LSS, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for **legal action besides termination of contract.**
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 items before supply

SUPPLY OF TERRICOT CLOTH ON RATE CONTRACT TO LOK SABHA SECRETARIAT

Tender No.2/Livery items /2011-LSS dated 4th April, 2011

DECLARATION

From

M/s.
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.....

To

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

Dear Sir,

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

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

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

Yours faithfully,

(Signature of the Tenderer)

Name:

Designation with Seal of the Firm

Date:

**Procurement of Terricot Cloth on rate contract basis
Schedule of Rates/ Fiancial bid**

Tender No. 2/ Livery items -2011-LSS

Dated 4th April, 2011

Sl. No	Name of the item	Quantity (approx.) of Terricot cloth required	Maximum Price Ceiling per mtr. (Excluding Taxes)	Quality/ shade no. pro-cured in the past	Details of Com-pany/ Colour of cloth/ Quality & Shade No.	MRP of the cloth offered (incl. Of taxes (Rs.)	Actual Price/ Price offered to LSS Per Mtr. (Rs.)	VAT/ Excised duty/ tax. If any, per Mtr. (Rs.)	Total Price Per Mtr. incl. Taxes (Rs.) (Col.7+8)
1	2	3	4	5	6	7	8	9	10
01	Fawn Colour Terricot Cloth (Dark Shade) for Officers/ Reporters/ Protocol Officers	132 Mtrs.	Rs.300/- per mtr.	Reid & Taylor Q.No. 90410 Sh.No. 69					
02	Fawn Colour Terricot Cloth (Dark Shade) for Protocol Staff	83 Mtrs.	Rs.250/- per mtr.	Reid & Taylor Q.No. 90410 Sh.No. 69					
03	Chocolate Fawn Terricot Cloth for Officers of Parliament Security Service	253 Mtrs.	Rs.300/- per mtr.	S.Kumar 's Q.No.27 3003 Sh.No.8					
04	Chocolate Fawn Terricot Cloth for staff of Parliament Security Service	894 Mtrs.	Rs.250/- per mtr.	S.Kumar 's Q.No.27 3003 Sh.No.8					
05	Chocolate Fawn Terricot Cloth for Attdts./Housekeepers staff, etc.	578 Mtrs.	Rs.250/- per mtr.	Reid & Taylor Q.No. 30400 Sh.No. 94					

1	2	3	4	5	6	7	8	9	10
06	White Terricot Cloth for Chamber Attdts./ Lib. Attdts.	511 Mtrs.	Rs.250/- per mtr.	Vimal Q.No.63 311 Sh.No. 1/132					
07	Chocolate (Light Fawn) Terricot Cloth for Staff Car Drivers	187 Mtrs.	Rs.250/- per mtr.	Vimal Q.No.40 500 Sh.No. 2/122					
08	Off-White Terricot Cloth for Attdts./Chamber Attdts./Drivers, etc. attached to HS/HDS Office	44 Mtrs.	Rs.250/- per mtr.	Gwalior Platinum Gold					

N.B. The quantity of terricot cloth mentioned may vary more or less by 10%. The quality / shade of cloth given in col. 5 above is only to enable the bidders to submit the relevant samples. It should not be construed that the Lok Sabha Secretariat procures items of above mentioned brands only.

Authorized Signature &
Seal of the Firm

Dated Name & Address of Firm

Supply of Terricot Cloth at Lok Sabha Secretariat, New Delhi
SPECIMEN RATE CONTRACT AGREEMENT

SPECIMEN AGREEMENT

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

Agreement.

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

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

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

1. The contractor agrees to undertake to supply of **TERRICOT CLOTH** as per the requirement as agreed to in their tender and letter no. -----dated ----- at the rates quoted by him/them. The rates are inclusive of all the levies taxes like sales tax and excise duty freight.
2. The supply of **TERRICOT CLOTH** which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from-----to -----. The Tender is valid for a period of one year from the date of signing of/ opening of the tender.

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

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

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

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

Signature of the authorized official of the
Company/Firm

Signature:

Name :

Address :

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

Signature:

Name :

Address :

WITNESSES

1.

1.