### LOK SABHA SECRETARIAT (PRINTING SECTION)

# 303, PARLIAMENT HOUSE ANNEXE NEW DELHI-110001

### **TENDER DOCUMENT**

# FOR THE PRINTING OF PUBLICATION—DRSC REPORTS

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# INSTRUCTIONS TO THE TENDERERS— DEPARTMENTALLY RELATED STANDING COMMITTEE (DRSC) REPORTS

- 1. Two Bid System : The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. Annexures I, II & IV are related to Technical Bid and Annexure III for Financial Bid. The interested printing presses/agencies/firms are requested to submit two separate sealed envelopes superscribing "Technical Bid", and second envelop superscribing "Financial Bid" containing bid of the publication. Both sealed envelopes (Technical Bid & Financial Bid) should be kept in a third envelope superscribing "Tender for printing of DRSC Reports". EMD of the requisite amount is to be kept in separate envelop alongwith the Technical Bid documents.
- 2. The Technical Bids will be opened on 23rd March, 2015 at 1600 hrs. at the first stage and evaluated by the Competent Authority. At the second stage, Financial Bid of only technically qualified Bidders will be opened thereafter for further evaluation and ranking before awarding the contract. Techncially qualified prospective bidders will be informed separately to be present at the time of opening of the Financial Bid.
- 3. The prospective bidders may contact the Printing Section (Room No. 303, Lok Sabha Secretariat (LSS), Parliament House Annexe, New Delhi; Phone Nos. 23034303 & 23034309) to obtain the Form of Quotation/features/information and also for any clarifications required in this regard. Form of Quotation/features/information can also be downloaded from official website of Lok Sabha i.e. http://www.loksabha.nic.in
- 4. Sample copy may be seen/examined in Printing Section, Room No.303, Parliament House Annexe, Lok Sabha Secretariat, New Delhi-110 001.
- 5. Detailed Rates be quoted as per given specifications for the printing of publication in *Annexure III*.

# 6. Eligibility of the bidders

- (i) Should be an Indian Printing Press/Firm engaged in printing in Delhi/NCR and having its office in Delhi/NCR only and Registered as per existing norms from Govternment Deptt.
- (ii) Should have **minimum turnover of Rs. 75 lacs per annum** during each of the last three years (valid and certified proofs are to be attached).
- (iii) Should have minimum **three years** of experience in printing of Publications with Govt. Deptts./PSUs/etc.
- (iv) Should not have been blacklisted by the Departments/Ministries of the Govt. of India. Declaration to this effect is to be submitted in the prescribed format (*Annexure I*).

# 7. Earnest Money Deposit/Performance Security Deposit

(i) An amount of Rs. 25,000 (Rupees Twenty Five Thousand Only) should be deposited as Earnest Money Deposit (EMD)/Performance Security Deposit (PSD) in the form of Demand Draft (DD) drawn in favour of Drawing and Disbursing Officer, Lok Sabha Secretariat and should be kept in a separate sealed envelope superscribing E.M.D./P.S.D. on it and kept with the technical bid documents. The value of DD should not be mentioned on the cover. Tender received without EMD/PSD or EMD/PSD for lesser amounts will be summarily rejected.

- (ii) EMD/PSD will be forfeited if the bidders withdrew after submission of the bids or opening of the tenders.
- (iii) EMD/PSD will be refunded to the unsuccessful bidders.
- (iv) No interest will be payable on the amount of EMD/PSD.
- (v) The EMD/PSD should remain valid for a period of three year upto completion of all contractual obligations by the Printer including warranty obligation, if any. on receipt of EMD/PSD.
- (vi) EMD/PSD will be released after all contractual obligations by the Printer are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily or within the stipulated period.

### 8. Documents/Certificates required

For bidding, the firms are required to submit the following self-attested and duly rubber stamped (on each page) photocopies of the following documents relating to their printing press/ firm, failing which their bid will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms from Government Department;
- (b) Copy of CST/VAT/TIN Registration Certificates;
- (c) Copy of PAN/GIR Card;
- (d) Copies of Income Tax Returns filed for last 3 financial years (i.e. 2011-12, 2012-13 & 2013-14);
- (e) Balance Sheet of the last three financial years (i.e. 2011-12, 2012-13 & 2013-14) ; showing minimum turnover of Rs. 75 lacs per annum;
- (f) Proof of minimum 3 years experience of printing work with Govt. Deptts. or PSUs, having similar kind of jobs; A list of Clients etc. to be submitted;
- (g) Declaration regarding blacklisting or otherwise (Annexure-I); and
- (h) DD of EMD/PMD
- (i) Duly filled Proforma of Annexure-III & III-A

### 9. Mode of Submission and last date for submission

Tender in a sealed envelope should be addressed to the Assistant Director (PP), Lok Sabha Secretariat, Room No.303, Parliament House Annexe, New Delhi, and must reach on or before 23rd March, 2015 by 1500 hrs. Tenders may be delivered at Distribution Branch of the Lok Sabha Secretariat, New Delhi-110001. If delivered by post, Lok Sabha Secretariat shall not be responsible for loss or delay in transit. Technical Bid will be opened at 1600 hrs. on the above mentioned date at Room No. 302, PHA, New Delhi. Tenderers/Authorised Representative of the Tenderers are allowed to be present during the opening of Tender.

### 10. Rejection of incomplete and conditional tenders

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

### 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

Lok Sabha Secretariat, New Delhi, may in their discretion extend the last date for submission of the Tender and such extension shall be binding on all the Tenderers. In case of government holidays/saturdays/sundays, the tenders will be opened on next working day.

### 14. Termination of Contract

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

### TERMS & CONDITIONS— PRINTING OF DEPARTMENTALLY RELATED STANDING COMMITTEE REPORTS

# **Rates/ Prices**

- 1. The rates should be quoted in Indian Rupees (in both words and figures) only.
- 2. Prices should be quoted F.O.R. Destination (Free delivery at Parliament House Complex, New Delhi).

# Penalty

- 3. In case the Printer fails to adhere to prescribe time schedule and other deficiency is found in respect of quality of paper, cover, printing or layout, etc. the EMD/PSD is liable to be forfeited and penalty can be imposed as deemed fit by the Secretariat.
- 4. In the event of failure on the part of Bidder/Printing Press/Firm, the Secretariat may get the work completed from another printing press/firm and the previously engaged printing press/ firm will have to reimburse the extra expenditure incurred by the Secretariat.

# **Settlement of disputes**

5. All disputes, differences and questions arising out of or in any way relating to or concerning with this agreement or subject matter thereof or the representative rights, duties or liabilities of the parties shall be referred to the sole arbitration of the arbitrator appointed by the Secretary-General, Lok Sabha or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

# **Purchasers Rights**

- 6. The LSS reserves the right to accept/reject any or all the Tenders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
- 7. The LSS reserves the right to reject the material supplied in case it is of inferior quality and are not of requisite standards.

# **Execution of Jobs**

8. Printing of publication should be as per the specifications (Annexure III).

# **Process of Printing**

9. Process of printing should be as per requirement of the job i.e.single colour offset printing and two colour printing of cover of DRSC Reports.

# Delivery

10. Publication will have to be supplied as and when required after approval of the final proof.

### **Mode of Payment**

11. Payment against Bill / Invoice shall be released only after supply of the items to the satisfaction of the Lok Sabha Secretariat (LSS). No interest will be payable on the delayed payments. Payment will be made directly to the Printer's bank account through **e-payment** only. No request for other mode of payment will be entertained. **No advance payment will be made in any case.** 

### Change in quantity

12. Approximate quantity of the publication is given in the tender documents.

### Agreement

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

### **General /others**

- 14. The Tenderer 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.**
- 15. No charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.
- 16. PDF/Open (MS Word) file of the publication have to be provided.

# DECLARATION

То

The Additional Director (Ptg.), Lok Sabha Secretariat, Room No. 303, Parliament House Annexe, New Delhi-110001.

Dear Sir,

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

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Earnest Money (EMD)/Performance Security Deposit (PSD), as applicable, in the format to be provided by your office as per conditions for obtaining the Purchase Orders.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/suspended business dealing. I/We further undertake to report to the Additional Director (Ptg.), Room No. 303, Parliament House Annexe, Lok Sabha Secretariat, New Delhi immediately after we are informed, but in any case not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Tenderer)

Name:

Designation with Seal of the Printing Press/Firm

Date:

# PROFORMA RATE CONTRACT AGREEMENT— PRINTING OF DEPARTMENTALLY RELATED STANDING COMMITTEE REPORTS

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 \_\_\_\_\_\_, 2015 between M/s.

herein referred to as the Printer under the name and style of M/s.\_\_\_\_\_

of the one part.

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

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

- 01. The contractor agrees to undertake to printing of publication as per the requirement as agreed to in their tender and letter dated\_\_\_\_\_\_ at the rates quoted by him/them. The rates are inclusive of all the levies taxes like freight and exclusive as the case may be insurance etc.
- 02. The printing of publication which are not in conformity with the requirements/specifications are liable to be rejected.
- 03. This contract shall be effective from the date of signing of the agreement.
- 04. The Printer shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the Secretariat. In case the Printer fails to adhere to prescribed time schedule and other deficiency is found in respect of quality of paper, cover, printing or layout, etc. the Earnest Money Deposit (EMD)/Performance Security Deposit (PSD) is liable to be forfeited and penalty can be imposed as deemed fit by the Secretariat.
- 05. The security deposit paid by the printer for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. Additional Director (PP) in charge of the Printing Section on behalf of the Lok Sabha Secretariat to appropriate the said sum to any damage, penalties and other

sums which the contractor may be required to pay in case the contractor fails to perform / fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

- 06. The EMD/PSD shall be released without any interest after successful completion of the work at the end of the contract period including the extended period, if any.
- 07. That all disputes arising out of this contract will be referred to the arbitration of the arbitrator appointed by Secretary-General, Lok Sabha under the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties to this contract. Provisions of the Indian Arbitration Act, 1996 and any statutory modification / enactments thereto and the rules made there under from time to time shall apply to such arbitration.
- 08. The EMD/PSD 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 printer fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period, if any.
- 09. LSS reserves the right to terminate the contract at any time without assigning any reason.
- 10. That the tender schedule and terms & conditions shall also form part of the agreement.
- 11. That the printer 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 printer 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 Printing Press/Firm	Signature of the authorized official of the Lok Sabha Secretariat
Signature:	Signature:
Name :	Name :
Address :	Address :

### SPECIFICATIONS FOR THE PRINTING OF DEPARTMENTALLY RELATED STANDING COMMITTEE (DRSC) REPORTS (ENGLISH & HINDI VERSIONS)

1. Size	:	Royal Octavo
2. No. of copies	:	English 800 approx. Hindi 300 approx.
3. Volume of work	:	Average 250 Reports of various Committees of approx. 75 printed pages are printed annually.
4. Type-setting/Composing	:	<i>Font</i> :10 pt. Times Roman for English Report; and12 point Chanakya or Devnagari for Hindi Reports <i>Leading:</i> Auto Most of the times soft copy of text of the English Report will be provided by the Secretariat
5. Proof Reading	:	First proof of the Report is to be checked by the Secretariat. Final proofs are to be thoroughly checked by the Printer himself to ensure that all corrections, alterations, additions and deletions, etc. are carried out. Final printing must be error free in all respects.
6. Mode of printing	:	Single colour offset printing of text and two colour offset printing of Cover.
7. Paper for Text	:	70 GSM Sunshine Offset printing paper/T.A. Maplitho Neutral Super Delux paper of Ballarpur Mill.
8. Cover	:	To be printed on 210 GSM Indian Art Card with two-colour offset printing.
9. Binding	:	Centre Stitch
10. Time Schedule	:	Proofs & printed copies are to be provided as and when required by Secretariat
11. Delivery of printed material	:	The printed copies are to be supplied in convenient bundles wrapped in kraft paper to the Distribution Branch, Lok Sabha Secretariat, Parliament House Annexe, New Delhi alongwith properly arranged Author Proofs.
12. Soft Copy	:	Open file (MS Word) and PDF file of the publication must be supplied by the Printer.
13. Validity of Tender	:	Three years
14. Panel of Printers	:	A panel of printers will be formed.

Specimen Reports may be examined in Printing Section, Room No.303, Parliament House Annexe. Quotations may be submitted after examining the sample of the Report.

# FORM OF QUOTATIONS FOR DEPARTMENTALLY RELATED STANDING COMMITTEE REPORTS (ENGLISH & HINDI VERSIONS)

			* Rate
1A.	<b>Per Page Rate (for full quantity)</b> (i) Inclusive of composing/laser typesetting, processing, plate making, single	: <b>English</b> (For 800 copies)	Rs
	colour offset printing on 70 GSM Sunshine offset printing paper/ TA Maplitho Neutral Super Deluxe paper of Ballarpur Mill	<b>Hindi</b> (For 300 copies)	Rs
	[Proof Reading of the first proof is to be done by the Secretariat. Final proofs are to be thoroug checked by the printer himself]	hly	
1B.	<b>Cost of Paper for 100 copies</b> (in case of increase/decrease in number of copies of both version)	: Rs	for 100 copies
2.	<b>Cost of Cover</b> On 210 GSM Indian Art Card with Two colour offset printing ( <i>per cover</i> )	: Rs	_per cover
3.	Binding charges (Centre Stitch) (per book)	: Rs	_per book

Dated :

(Signature of Tenderer with seal of the Printing Press/Firm)

\*The rates should be quoted in Indian Rupees only (both in figures and words)

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

#### PROFORMA FOR THE CHECK-LIST

Name & Address of Firm/Company					
Tel	ēl. No:				
1.	DD/Pay Order No.; amount & date of EMD/PMD	DD/Pay Order No,			
		Bank			
		Amount Rs Dated			
2.	Registration	No. & Date			
	Certificate from Govt. Deptt.	Issuing Authority			
3.	CST/VAT/TIN Registration No.; and	No. & Date			
4.	PAN/GIR Card No.	No. & Date			
5.	Income Tax Returns	2011-12			
	(last 3 financial years)	2012-13			
		2013-14			
6.	Balance Sheets	2011-12			
	(last 3 financial years)	2012-13			
		2013-14			
7.	Proof of 3 years experience	Yes			
	in printing work with Govt. Deptt. or PSU's having similar kind of jobs	No			
8.	Declaration for not blacklised by the	Yes			
	Govt. Deptt./PSU etc.	No			

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

Dated: .....

Name with Designation of Authorised Signatory & Seal of the Firm