

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

**TENDER DOCUMENT**  
**FOR**  
**SUPPLY OF IDENTITY CARDS FOR MEMBERS OF LOK SABHA AND THEIR SPOUSES**

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**No.1/Identity/2011-LSS**

**30.08.11**

From

Srinivasulu Gunda  
Deputy Secretary,  
General Procurement Branch

To

M/s.-----  
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Sir,

**Sub. Limited Competitive bidding for preparation of identity cards for MPs and their spouses**

Quotations are invited for preparation and supply of identity cards for MPs and their spouses from the firms engaged in the business of offering security solutions such as identity cards, access cards, smart cards, etc, etc, .

2. The qualifications, terms and conditions, instructions to the Bidders, etc may be seen in the tender document enclosed herewith for information and necessary action. The tender document can also be downloaded from [www.loksabha.nic.in](http://www.loksabha.nic.in).

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

**Yours sincerely,**

**Sd/-**

**(Deputy Secretary)**

**Ph.no.23034408/23034410**

**Encl. as above**

**LIMITED COMPETITIVE BIDDING FOR PREPARATION OF IDENTITY CARDS FOR MEMBERS OF  
PARLIAMENT AND THEIR SPOUSES**

**INSTRUCTIONS TO THE BIDDERS**

**Two Bid System**

1. The tender is invited under **two bid system** i.e. **Technical Bid and Financial Bid**. The interested companies/agencies/firms are requested to submit two separate sealed envelopes superscribing **“Technical Bids for preparation of Identity cards for Members of Parliament (MPs) and their spouses and ‘Financial Bids for preparation of Identity cards for Members of Parliament (MPs) and their spouses.** Both sealed envelopes should be kept in a third envelop superscribing **“Tender for preparation of Identity cards for Members of Parliament (MPs) and their spouses.”**
2. The Technical Bids will be opened at the first stage and evaluated by Competent Committee or Authority. At the second stage, Financial Bids of technically qualified Bidders only will be opened for further evaluation and ranking before awarding the contract.
3. The Technical bid should consist of security features / information required to be incorporated in the said cards. However, these details of security features / information are not being made public due to security reasons. The prospective bidders may contact **Shri K.C. Pandey , Executive Officer, General Procurement Branch (Room no. 408, Parliament House Annexe, New Delhi; Phone No. 23034408, 23034410) to obtain the said features/ information and also for any clarifications required in this regard.**
4. Bidders are also requested to furnish a workable sample incorporating the required security features and information to be tested on the ground by the Parliament Security Service along with the technical bids. **Technical bids without samples will not be entertained under any circumstances.**
5. The **Financial bid should indicate** the price for the identity cards be quoted as per the details given in schedule of rates.

**6. Eligibility of the bidders:**

- (i) Should have minimum **3 years** of experience in preparing/ supplying/ offering security solutions such as identity cards, access cards, smart cards, etc. in bulk to the Departments/ Ministries of the Government of India/ PSUs. (Valid proof has to be attached).
- (ii) Should have minimum turnover of **Rs.15 lakh** per annum during each of the last three years ( valid and certified proof has to be attached)
- (iii) Should have not been blacklisted by the Depts/ Ministries of the Govt. of India. Declaration has to be given in the prescribed format- **Annexure-1)**

**7. Earnest Money Deposit / Performance Security**

- (i) The Earnest Money Deposit (EMD) **@2% of the bid value** should be in the form of Demand Draft drawn in favour of **Drawing and Disbursing Officer, Lok Sabha** and should be kept in a **separate sealed envelope superscribing as E.M.D. The value of DD should not be mentioned on the cover. Tender received without EMD or EMD for lesser amounts will be summarily rejected.** The submission of EMD is compulsory for all the Bidders except **Kendriya Bhandar and National Consumer Cooperative Federation (NCCF)**
- (ii) EMD will be forfeited if the bidders withdrew after submission of the bids or opening of the tenders

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

- (i) PSD @ 5% of order value of the contract will have to be made **within 7 days** on receipt of supply order to ensure due performance of the contract.
- (ii) PSD shall be in the form of Demand Draft payable to **Drawing and Disbursing Officer, Lok Sabha , New Delhi.**
- (iii) The PSD should remain **valid** for a period of **sixty days** beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.

- (iv) PSD will be released after all contractual obligations by the supplier are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

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

The firms are required to submit attested 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./PSUs
- (f) Declaration regarding blacklisting or otherwise. **(Annexure-1)**

#### **5. Mode of Submission and last date for submission**

Tenders 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 hand delivered at the afore mentioned address. If the date up to which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

#### **6. Rejection of incomplete and conditional tenders**

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

#### **7. Non acceptance of the tenders received after the last date**

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted under any circumstances

#### **8. Non transferability**

This tender is non transferable.

**9. Extension of last date at the Discretion of LSS**

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 Bidders.

## TERMS & CONDITIONS

### Rates/ Prices.

1. The rates should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, VAT as applicable should be quoted separately (as shown in **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 one year from the date of awarding of the contract. 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)

### Penalty

4. It will be the responsibility of the Bidder to supply the **identity cards** in accordance with Purchase Order (PO) within stipulated time frame, otherwise, the LSS will impose penalty @ 1% of value of PO from each week of delay in delivery with reference to the delivery period given PO up to maximum extent of 5% and 20 % penalty of PO will be imposed for any substandard (inferior quality) incomplete supply along with cancellation of the PO. Further, necessary action for **blacklisting** the firm will also be taken.
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 right to accept/reject any or all the Bidders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
8. The LSS reserves the right to award the tender to more than one Bidder.
9. The LSS reserves the right to relax/ withdraw any of the terms and conditions mentioned above so as to overcome any problem encountered by the contracting parties.
10. The LSS reserves the right to reject the identity cards supplied in case they are of inferior quality and are not of requisite standards.

#### **Delivery**

11. Delivery schedule as given in the Purchase / supply Order should be followed.

#### **Mode of Payment**

12. 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 supply of the product. 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. Approximate quantity only of the required item is given in the tender notice. The quantity is likely to be +/- 15 % of the given figure.



**Agreement**

14. The bidder who is awarded the contract will be required to sign Rate **Contract agreement** with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure-3**)

**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 the contract.**
16. 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.

**Annexure-1**

**Supply of identity cards for MPs and their spouses**

Tender No.1/identity / 2011-LSS dated 30.08.11

**DECLARATION**

To

The Deputy Secretary (GP),  
General Procurement Branch  
Lok Sabha Secretariat,  
Parliament House Annexe,  
New Delhi-110001.

Dear Sir,

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

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office as per-condition for obtaining the Supply / Purchase Orders.

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

Yours faithfully,

(Signature of the Tenderer)

Name:

Designation with Seal of the Firm

Date:

**Specimen (Annexure-2)**

**Preparation of identity cards for MPs and their spouses  
Schedule of Rates**

Tender No. 1/ identity /2011-LSS  
Dated 30.08.2011

<b>Sl. no</b>	<b>Details of the item</b>	<b>Quantity (approx) required</b>	<b>Rate per Unit (Rs.)</b>	<b>Sales Tax (Rs.), if any</b>	<b>VAT (Rs.), If any.</b>	<b>Excise Duty (Rs.) , If any.</b>	<b>Total (4+5+6 +7) Rs. in figures</b>	<b>Total In Words (Rs.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
	<b>Identity cards for MPs and their spouses</b>	<b>1400</b>						

**N.B. The quantity is likely to vary by +/- 15%.**

Authorized Signature & Seal of the Firm

**Annexure- 3**

**Preparation and supply of identity cards for MPs and their spouses**

**PROFORMA RATE CONTRACT AGREEMENT**

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

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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 preparation and supply of identity cards for MPs and their spouses 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 **preparation and supply of identity cards for MPs and their spouses** 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 **preparation and supply of identity cards for MPs and their spouses** which are not in conformity with the requirements/ specifications are liable to be rejected.
03. This contract shall be effective from \_\_\_\_\_ to \_\_\_\_\_. The Tender is valid for a period of one year from the date of signing of the agreement, which can be extended for a further period of three months on the same rate & terms and conditions at the discretion of the Dir (GP&GS). The quantities shown in the tender **with +/- 15 % variation** will be procured by placing purchase orders normally at the quarterly intervals or at shorter intervals as per the requirement from time to time.

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. Director (GP&GS) or Deputy Secretary in charge of the General Procurement Branch on behalf of the Lok Sabha Secretariat to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
06. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any
07. That all disputes arising out of this contract will be referred to the arbitration of the arbitrator appointed by Secretary- General, Lok Sabha Secretariat (LSS) under the Arbitration and conciliation Act,1996. The award of the arbitrator shall be final and binding on the parties to this contract. Provisions of the Indian Arbitration Act 1996 and any statutory modification / enactments thereto and the rules made there under from time to time shall apply to such arbitration.
08. The Security Deposit is to be forfeited to the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.
09. That the tender schedule and terms and conditions shall also form part of the agreement.

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

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

Signature of the authorized official of the  
Company/Firm

Signature:  
Name :  
Address :

Signature of the authorized official of  
the LSS

Signature:  
Name :  
Address :