

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

**Room No. 408,
Parliament House Annexe,
New Delhi-110001.**

No. 32/2/2/2011/GPB

29th April, 2011

From

Srinivasulu Gunda
Deputy Secretary,
General Procurement Branch

To

Sir,

Subject: Limited Competitive bidding for DVC Pro Tapes (Panasonic make).

Lok Sabha Secretariat (LSS) intends to procure DVC Pro Tapes (Panasonic make) of different durations– **Rate Contract**. Sealed tenders are, therefore, invited from the manufacturers, authorized distributors/ dealers for the supply of DVC Pro Tapes (Panasonic make) of different durations 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 of 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

DEPUTY SECRETARY

Encl. As above

**LIMITED COMPETITIVE BIDDING FOR PROCUREMENT OF
DVC PRO TAPES (PANASONIC MAKE)**

INSTRUCTIONS TO THE BIDDERS

1. Eligibility of the bidders: Bidders

- (i) should have minimum **5 years** of experience of supplying in bulk to Government/Public/Private Departments (valid proof has to be attached)
- (ii) should have minimum Turnover of **Rs. 1 crore** 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/Public Department/Private Departments. Declaration has to be given in the prescribed format- **Annexure-I**).
- (iv) Should have the authorization valid throughout the period of the contract from the manufacturer in case of firm/agency is not 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.** However, Kendriya Bhandar and National Cooperative Consumers' Federation of India Limited (NCCF) are exempted from furnishing bid security (Earnest Money Deposit).
- (ii) The EMD in respect of the bidders/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 (PSD). Further, if the firm/bidder fails to provide PSD as per requirement of LSS within 7 days from the date of placing 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 **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 deposit.
- (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 (**originals have to be shown at the time of signing the rate contract 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) Proof of experience in supplying to Govt./Public/Private Depts;
- (f) Copy of certification from a recognized institute, if any;
- (g) Copy of authorization valid throughout the contract period from the manufacturer in case the firm is not a manufacturer.
- (h) Declaration regarding blacklisting or otherwise. (**Annexure-I**)

5. Mode of Submission and last date for submission

Tenders 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 **18th May, 2011 by 3.00 P.M.** Tenders may be :-

- (i) hand delivered at the **Room No. 408, Parliament House Annexe, New Delhi.**
- (ii) dropped in the TENDER BOX placed at the Parliament House Annexe Reception Office, Parliament Street, New Delhi.
- (iii) sent by Registered Post/Speed Post also so as to reach the aforesaid address on or before the said date. If sent by post, Lok Sabha Secretariat (LSS) is not responsible for loss or delay in transit.

If the date up to which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

6. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will 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. 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.

12. 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 (P.No. 23035335)** well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

13. Details of Rate Contract with DGS&D

The bidders shall also inform whether the DVC Pro Tapes (Panasonic make) of different durations for which the firm is quoting 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

1. Rates/ Prices.

- (i) The rates should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, VAT as applicable should be quoted separately (as shown in **Annexure-II**). If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.
- (ii) 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.
- (iii) Prices should be quoted F.O. R. Destination (Free delivery at LSS)

2. Penalty

- (i) It will be the responsibility of the Bidder to supply the said items in accordance with supply order within stipulated time frame, otherwise, the LSS will impose penalty.
- (ii) 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.

3. 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.

4. Purchasers Rights

- (i) The Lok Sabha Secretariat (LSS) reserves the rights to accept/reject any or all the bids in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
- (ii) The LSS reserves the right to award the tender to more than one Bidder.

- (iii) 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.
- (iv) The LSS reserve the right to reject items supplied in case they are of inferior quality and are not of requisite standards.

5. Delivery

Normally Purchase Orders (Pos) will be issued once in a quarter. The delivery of the DVC Pro Tapes (Panasonic make) of different durations has to be effected **within 5 working days** of placing the order. However, LSS reserves the right to get the supply immediately depending upon their urgent requirement especially during Parliament Session.

6. Mode of Payment

Payment against Bill / Invoice shall be released only after supply of the items to the satisfaction of the Secretariat. 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.**

7. Change in quantity

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

8. Agreement

The selected bidder should sign Rate Contract agreement with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure-III**).

9. General/others

- (i) 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.**
- (ii) 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.
- (iii) The officers of LSS or their representatives may inspect the items before supply.

ANNEXURE-I

SUPPLY OF DVC PRO TAPES (PANASONIC MAKE)

Tender No. 32/2/2/2011/GPB

Dated 29.04.2011

DECLARATION

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 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 bidder)

Name:

**Designation with Seal of the
Firm**

Date:.....

ANNEXURE- II**PROCUREMENT OF DVC PRO TAPES (PANASONIC MAKE)**

Tender No. 32/2/2011/GPB

Dated 29.04.2011

SCHEDULE OF RATES

| Sl. No. | Details of the item | Approximate Qty. Required | Rate per Unit (Rs.) | VAT/ ST/ ED (Rs.), If any. | Total (4+5) Rs. in figures | Total in Words (Rs.) |
|---------|---|---------------------------|---------------------|----------------------------|----------------------------|----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | DVC Pro 126 minutes tape (Original Panasonic make only) | 1026 nos. * | | | | |
| 2 | DVC Pro 66 minutes tape (Original Panasonic make only) | 1750 Nos. * | | | | |

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

ANNEXURE-III

SUPPLY OF DVC PRO TAPES (PANASONIC MAKE)
AT LOK SABHA SECRETARIAT, NEW DELHI

SPECIMEN OF 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 bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

AGREEMENT

This agreement is made on this day of2011 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 **DVC Pro Tapes (Panasonic make) of different durations** 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 DVC Pro Tapes (Panasonic make) of different durations 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 inclusive /exclusive as the case may be .
02. The supply of DVC Pro Tapes (Panasonic make) which is not in conformity with the requirements/ specifications are liable to be rejected.
03. This contract shall be effective from toThe 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 at the monthly/quarterly/half yearly intervals as per the requirement from time to time.
04. The contractor shall execute the P.Os 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 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.
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, 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 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 :