

Ref.: LAFEAS-GPB020(12)/27/2022-GPB

**LOK SABHA SECRETARIAT
(GENERALPROCUREMENT BRANCH)**

E-TENDERING

FOR

**PREVENTIVE MAINTENANCE - FULL SERVICE MAINTENANCE AGREEMENT
(FSMA) IN RESPECTOF RICOH /PANASONIC MAKE PHOTOCOPIERS OF
DIFFERERNT CAPACITIES INSTALLED IN LOK SABHA SECRETARIAT**

PARLIAMENT HOUSE ANNEXE

NEWDELHI

**(Visit us at website <https://eprocure.gov.in/eprocure/app>
&
www.loksabha.nic.in)**

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**LOK SABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)
ROOM NO. 408,
PARLIAMENT HOUSE ANNEXE,
NEW DELHI-110001
Tel. Nos. 2303 4408 & 2303 4410**

NOTICE INVITING E-TENDER

Lok Sabha Secretariat (LSS) invites Online Bids under **Two Bid System, viz., Technical Bid and Financial Bid** from reputed Firms/Companies for **Preventive Maintenance - Full Service Maintenance Agreement** in respect of **Ricoh/Panasonic Make Photocopiers of different Segments installed in Lok Sabha Secretariat** for a period of One Year initially, extendable further on a Year to Year Basis for Two More Years on the same Prices and Terms & Conditions on the performance of the Firm/Companies.

2. Document Download:

The Tender Document having Detailed Instructions and Terms & Conditions are available on the Lok Sabha website www.loksabha.nic.in and CPP Portal <https://eprocure.gov.in/eprocure/app>. CRITICAL DATE SHEET for the e-tender is as under:

CRITICAL DATE SHEET

Published Date	29.03.2022 (1800 hours)
Bid Document Download Start Date	29.03.2022 (1800 hours)
Bid Document Download End Date & Time	18.04.2022 (up to 1500 hours)
Clarification Start Date	29.03.2022 (1800 hours)
Clarification End Date & Time	04.04.2022 (up to 1500 hours)
Last date for replying to clarification, if any	11.04.2022 (up to 1800 hours)
Bid submission Start Date & Time	12.04.2022 (1000 hours)
Bid submission End Date & Time	19.04.2022 (up to 1500 hours)
Bid Opening Date & Time	25.04.2022 (1600 hours)

3. Bid Submission:

Bids shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>

Tenderers/Contractors are advised to follow the “Instructions to Bidder” for Online Bid provided in the Tender Document.

Bid documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the Scanned Document.

4. Tenderer who has downloaded the Tender from the Lok Sabha Website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) Website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> **shall not tamper/modify the Tender form including downloaded Price Bid Template in any manner.** In case, if the same is found to be tampered/modified in any manner, the submitted Tender will be completely rejected and EMD would be forfeited and Tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

5. Intending Tenderers are **advised to visit** Lok Sabha website www.loksabha.nic.in and **CPPP Website** <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission** of Tender for any corrigendum/addendum/amendment.

6. No Tender Fee is required to be paid at the time of submission of Bids.

7. Bidder is required to submit Earnest Money Deposit (EMD) of **Rs. 8,000/- (Rupees Eight Thousand only)** drawn in favour of Drawing and Disbursing Officer, New Delhi, which must be delivered to the Director, Room No.408, Parliament House Annexe, Sansad Marg, New Delhi 110001 on or before Bid opening date/time as mentioned in critical date sheet.

8. The Technical Bids, at the first stage, will be opened as per date/time as mentioned in the **Tender Critical Date Sheet** in the presence of the Bidders who wish to remain present. At the second stage, the Financial Bids for the Bidder who's Technical Bids found complete and conform the Eligibility Criteria, shall be opened. After online opening of Technical-Bids, the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender

9. The **Tender shall be submitted online in Two Parts, viz., Technical Bid and Financial Bid.**

10. All the pages of Bid being submitted must be signed and sequentially numbered by the Bidder irrespective of nature of content of the documents before uploading.

11. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

12. The following signed and scanned copies of documents are to be uploaded by the Bidder along with **Technical Bid** as per the Tender Document:

- i) Proof for payment of Earnest Money Deposit;**
- ii) Registration certificate as per existing norms (indicating the Legal Status Company/Partnership Firm/Proprietorship Concern, etc.);**
- iii) GST and PAN Card Registration Certificates;**
- iv) Income Tax Returns filed for the Last Three Financial Years (2018-19, 2019-20, 2020-21);**
- v) Profit & Loss Account Statements for the Last Three Financial Years (2018-19, 2019-20, 2020-21);**

vi) Proof of having minimum **Three Years** of experience of providing After Sale Service/Maintenance of Photocopiers Machines to Departments /Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (one copy of CSMA papers signed with Government Departments/PSUs/Autonomous Bodies during each of the Last Three Years should be enclosed);

vii) Technical Data Sheet as per Annexure II;

(viii) Price Bid Undertaking (Annexure-IV), Tender Acceptance Letter (Annexure-V), Declaration regarding Blacklisting or otherwise. (Annexure-VI) and Letter of Authorization for attending the Bid Opening (Annexure-VII).

(ix) Proof of having office at Delhi/Delhi-NCR.

FINANCIAL BID

13. Schedule of Rate/Price Bid is in the form of "V3_BOQ_ItemWise_Template.xls"

**Director
Lok Sabha Secretariat**

SCOPE OF WORK

This Tender call for Full Maintenance of Photocopier Machines of Ricoh/Panasonic Make installed in Lok Sabha Secretariat (LSS) (Parliament House, Parliament House Annexe, Parliament House Annexe Extension Building & Parliament Library Building) and other Offices of Lok Sabha Secretariat located outside (Residence Offices of HS, HDS, SG, Secretary, etc comprehensive in nature and shall, therefore, essentially cover general and breakdown, servicing, repairs/fixing/replacement of all parts of Machines and supply of Developer/Toners/Drums during the contract period at the exclusive risk, responsibility and the cost of the Service Provider. The term 'Maintenance' shall also include rectification of all Hardware and Software problems/defects and also include cost of all parts/repairs/replacements necessary for the proper maintenance/ functioning of the Machines, **except plastic parts**. No extra charges for any general wear and tear/spare parts, etc. shall be made by the Secretariat. However, the cost of physically damaged parts/damages to the cables caused by rodents will be borne by the Lok Sabha Secretariat.

2. The Contract will be initially Awarded for a period of One Year but extendable on a Year to Year Basis for a maximum of Two Extensions at the same rate / terms & conditions, subject to the condition that the services rendered are satisfactory.

3. FSMA in respect of Photocopiers shall cover all spare parts, consumables including good quality / original toner, developer, drum, labour, software, etc. All Photocopiers are to be repaired and maintained regularly. The Comprehensive Maintenance Job will include the following:

(a) Serviceability of Photocopiers at 100% satisfaction level.

(b) Maintenance of Photocopiers include periodic servicing/cleaning, repair of all Minor and Major components and whenever necessary replacement of parts.

(c) Provision of good quality / original Toner and other Consumables by the Service Provider, free of cost, in case exhausted.

For the above Jobs, payments will be made to Firms on per copy basis.

4 The Selected Service Provider will be required to maintain Job Card for each Machine under FSMA (including all spares and consumables) and lodge all complaints, action taken, parts replaced, time taken in rectification, etc., which shall be duly signed by User/Engineer. Payment will be made on **quarterly basis** after satisfactory execution of the Job and on production of pre- receipted bills along with copy of all job cards and Satisfactory Performance Reports from the users of the Machines. **No advance payment will be made in any case.**

5. One per cent (1%) wastage will be deducted on Billable Copies.

6. It will be the responsibility of the Selected Bidder to ensure the supply of spare parts (including consumables of the Photocopier Machines) and to keep the Machine

in working order all the times. **No payment will be made for supply of spares and consumables.**

7. In any case **duplicate spare parts and refilled toners may not be accepted.** If any item is found to be substandard (inferior quality) / substitute/ refilled, the same will be rejected and any loss caused to the Photocopiers due to such spares / toners shall be recovered from the Firm and FSMA Bill will not be paid and the Bidder also will be liable for appropriate action.

8. The Supplier should keep sufficient stock of spares required during FSMA period. In case spares are required to be imported, it would be the responsibility of the Service Provider to import and provide the same timely.

9. The Selected Service Provider will undertake service / maintenance of the Photocopiers in the presence of the user at the location /site of the Machines and provide a copy of Call Report to the user after getting his / her signature on it indicating the details of the spares replaced and the Service provided by the Engineer. **It is also expected from the Engineer to attach photocopier from computer set, if demanded.**

10. In the event of any or part of systems covered under FSMA to be taken to workshop for repair, etc. the Service Provider should also provide appropriate stand-by system so as to ensure that work of the user concerned is not hindered.

11. Should any need or eventuality arise, this Secretariat may take services of Engineers of the Service Provider outside working hours including Saturday/Holidays and during Conferences/Seminars. No payment or any additional remuneration shall, however, be made for this purpose.

12. While taking over the Machines for maintenance, Service Provider shall be required to affix their 'identity' stickers on each Machine showing the Firm's name, Contact Telephone Numbers, etc. and also prepare a list containing all the relevant information of Machines along with the name of User Branch/Office and Name of the Contact Person. This List will be cross verified by General Procurement Branch of Lok Sabha Secretariat and modifications/corrections, if any, required will be carried out and the exact number of Machines will then be accordingly decided and fixed/reckoned finally for maintenance work.

13. The Service Provider should have, at least, one Landline Telephone, one Mobile, one fax line to receive complaint. The details of the same may be furnished in the Bid.

14. The Selected Service Provider shall attend to complaint within 24 hours of lodging the complaint during non session and within 4 hours of lodging the complaint during Parliament Session. The complaint calls received directly from the users concerned shall also be honoured.

15. If any Photocopier Machine is not repaired within five working days, the firm shall provide standby Photocopier Machine.

16. The Service Provider should have establishment such as office space, adequate Human Resources such as Service Engineers/ Technical Staff, etc.

17. The Machines shall be taken over under FSMA by the selected firm(s) on “as is where basis”. No extra payments whatsoever even for any initial repair, if any, will be made to the selected firm (s). **Bidders may inspect the Machines before quoting.**

18. Immediately on Award of Contact, it shall be the responsibility of the Firm to keep all the Machines in working condition throughout the Contract period and also to handover the system to the Secretariat in working condition on the expiry of the Contract. In case any damage on the Machines of the Secretariat is found, compensation will have to be paid by the Firm.

19. The number of Photocopier Machines may vary from time to time during the Contract period due to either scrapping of old Machines, or inclusion of old / new machines.

20. The successful Bidder will have to commence the work within three days of acceptance of Contract. Otherwise the Contract will be cancelled and EMD will be forfeited.

21. Frequent faults of same nature in the same Machine and Peripherals, etc. will be considered inefficient attendance by the Service Provider and if repeated faults of same nature in the same Machine or Peripherals are noticed frequently, Notice of Termination for the Company will be issued and/or penalty in accordance with relevant Clause of Tender Document shall be imposed from the first date of the fault booking.

22. FSMA contract is not transferable.

INSTRUCTIONS TO THE BIDDERS

Minimum eligibility criteria

1. Bidders should

- be an Indian Company/Firm engaged in providing maintenance services in respect of Photocopiers of different makes and models in Delhi/NCR and having its office in Delhi/NCR.
- have minimum **3 years** of experience in maintenance of Photocopiers in Government Departments/ Ministries /PSUs/Autonomous Bodies and have sufficient and qualified manpower to carry out the repairs/attend to service related matters at short notice. (Valid proof- Copies of Comprehensive/Annual Maintenance contracts signed with Ministries/Depts./PSUs/Autonomous Bodies in each year for Last 3 years mentioning value, magnitude of work has to be attached).
- have minimum turnover of **Rs. 10 lakhs** per year during each of the last three Financial Years, viz., 2018-19, 2019-20 and 2020-21 (valid and certified proof has to be attached).
- have not been Blacklisted by the Deptts./Ministries of the Govt. of India/PSUs/Autonomous bodies (declaration has to be submitted in the Specified Format given at **Annexure-VI**)

However, it is informed that mere fulfillment of minimum eligibility criteria does not entitle the Firm to demand that their Financial Bid be evaluated.

2. Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) of **Rs. 8,000/- (Rupees Eight Thousand Only)** must be deposited by Bidders in the form of Bankers' Cheque/Demand Draft drawn in favour of payable at New Delhi at the address "**The Director, General Procurement Branch, Room No. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001**" on or before the Opening of Tender. The Lok Sabha Secretariat will not take any responsibility for delay or non-receipt.

The Scanned Copy of Draft/Banker's Cheque for EMD must be uploaded along with Technical Bid.

EMD shall remain valid for a period of 60 days beyond the final validity period of Bids (120 days) from the date of opening of the Bids.

No request for transfer of any previous deposit of Earnest Money or Security Deposit or payment of any pending bill held by the Department in respect of any previous job/supply will be entertained.

A Bid received without Bid security (EMD) shall be rejected as non responsive.

EMD for lesser amount /EMD not submitted in the manner prescribed will be rejected and returned to the Bidder.

The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.

The Bid Security of the unsuccessful Bidder will be discharged/returned to them within 30 days after finalization of Tender without any interest.

The Bid Security may be forfeited if a Bidder withdraws his Bid during period of Bid validity specified in the Tender Document.

In the case of successful Bidder, if the Bidder fails to: (i) sign the Contract ; (ii) furnish the Performance security D e p o s i t (P S D) within the specified time in the Tender Document **with the validity of 60 days beyond the completion of all contractual obligations including warranty obligations.**

3. Documents/Certificates

The Bidders are required to upload the following Documents along with Technical Bid in .pdf format (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:

- (i) Technical Data Sheet as per **Annexure II**;
- (ii) Proof for payment of Earnest Money Deposit;
- (iii) Registration certificate as per existing norms (indicating the Legal Status Company/Partnership Firm/Proprietorship Concern, etc.);
- (iv) GST and PAN Card Registration Certificates;
- (v) Income Tax Returns filed for the last three Financial years (2018-19,2019-20, 2020-21);
- (vi) Profit & Loss Account Statements for the last three Financial Years (2018-19, 2019-20, 2020-21);
- (vii) Proof of having minimum **three years** of experience of providing after sale service/maintenance of Photocopiers to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (one copy of CSMA papers signed with Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed);
- (viii) Price Bid Undertaking (Annexure-IV) Tender Acceptance Letter (Annexure-V), Declaration regarding Blacklisting or otherwise. (Annexure-VI) and Letter of Authorization for attending the Bid Opening (Annexure-VII).
- (viii) Proof of having office at Delhi / Delhi-NCR

4. Clarification on Bid Document

In case the Prospective Bidders need any clarification regarding any Terms and Conditions of the Tender, he/she/they may seek clarification through CPPP on or before the time indicated in the Critical Date Sheet.

5. Amendment of Bid document

At any time prior to 'Bid Submission Start Date' indicated in Critical Date Sheet, the Lok Sabha Secretariat 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 an amendment. The Amendment will be uploaded onto LSS website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> for the benefit of all the Prospective Bidders.

In order to give Prospective Bidders reasonable time for taking an Amendment into account in preparing their Bids, the Director, General Procurement Branch may at his discretion, extend the deadline for the submission of Bids.

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 transferability

This Tender is non transferable.

8. Preparation and Uploading of e-Tender

Bidder should take into account corrigendum, if any, published to the Tender Document before uploading their Bids.

Bidder should get ready the Bid documents in advance to be uploaded as indicated in the Tender Document/Schedule and generally, they should be in pdf/xls formats. Bid Documents may be scanned with 100 dpi With Black and White Option.

The Bid uploaded online by the Bidders and all Correspondence and Documents relating to the Bid exchanged by the Bidder with the Lok Sabha Secretariat shall be written in English only.

9. Documents comprising the Bid

The Bid should consist all the Documents/Certificates as mentioned in Clause 3 of Instructions to the Bidders, Price Bids, etc., required to be uploaded in the E-Procurement System.

The Bids shall comprise of (i) Technical Bid and (ii) the Financial Bid:

The Technical Bid comprises of Technical Bids Data Sheet (all the Information/Documents sought in as per Annexure-II) should be uploaded onto CPPP in pdf format only. **The Documents /Information sought should be in the same serial order as given in the Technical Bid Data Sheet Format (Annexure-II).**

The Financial Bid shall specify the rates/prices in the format shown in the Financial Bid/Price Schedule and should be uploaded onto CPPP in xls format only.

N.B. : All the documents uploaded must be legible and digitally signed, otherwise the Bid is likely to be rejected.

10. Bid Prices

The Tenderer shall quote per copy charges, which will include maintenance charges, supply of all spare parts, all consumables (developer, good quality / original toner, drum, etc.), rectification of all hardware software defects, etc. for maintaining the Machines in proper order throughout the Contract period. Bidders quoting partial rates for selective items will be summarily rejected.

Rates should be quoted in Indian Rupees only in words as well as figures. GST, taxes, if any, as applicable should be quoted separately **without any hidden charges**. If these levies are included in the price quoted without giving the break up details such Bids will summarily be rejected.

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

Price once fixed will remain valid for the period of Contract.

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

11. 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 opening the same. A Bid valid for a shorter period shall be rejected by the Lok Sabha Secretariat as non responsive.

12. Signing of the Bids

The Bidder has to authenticate with his Digital Signature Certificate (DSC) and upload the required Bid owning responsibility for their correctness/authenticating documents one by one as indicated in the Tender Document. The required Documents for the Tender should be properly paged and indexed and the requisite information should be highlighted also.

13. Deadline for submission of Bids

Bids must be uploaded in the CPP Portal on or before the prescribed date and time mentioned in the Critical Date Sheet of NIT.

Director, General Procurement Branch, Lok Sabha Secretariat, may, at his discretion, extend the deadline for Bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the

Lok Sabha Secretariat and the Bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

The responsibility for uploading the Bids in time would rest with the Bidder.

Telegraphic/Fax offers will be treated as defective, invalid and rejected. Only detailed complete Bids received through CPP Portal prior to the closing time and date of the Bids will be taken as valid.

14. Bid Opening

Inviting Tender (NIT) Technical Bids will be opened at Room No. 408, Parliament House Annexe, Sansad Marg, New Delhi 110001 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 summarily be 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-VII**'

Bids shall be numbered serially by the Competent Authority. The Bidder's names, documents submitted/ not submitted and such other details as the Competent Authority, at its discretion may consider appropriate shall be announced at the Bid Opening.

15. Clarification of Bids

To assist in the examination, evaluation and comparison of Tenders, the Lok Sabha Secretariat may ask the Bidders individually for clarification of their Tenders.

The request for clarification and their response shall be through CPP Portal but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Lok Sabha Secretariat during the evaluation of the tenders.

The Bidder shall promptly provide all necessary information and documents to be submitted to the Lok Sabha Secretariat during evaluation of its Tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings, etc., having a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to be rejected summarily.

16. Technical evaluation

The Lok Sabha Secretariat shall carry out the evaluation solely based on the uploaded Certificates/Documents in the E-Procurement System.

The Competent Authority shall examine/ evaluate the Technical Bids to determine whether they (i) fulfill the Eligibility Criteria, (ii) 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.**

Prior to Financial Evaluation, the Lok Sabha Secretariat will 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.

A Bid determined as substantially non-responsive will be rejected by the Lok Sabha Secretariat and shall not subsequent to the Bid opening be made responsive by the Bidder by correction of the non conformity.

17. Financial Evaluation and comparison of substantially Technically Responsive Bids

The Lok Sabha Secretariat shall carry out the evaluation solely based on the uploaded Schedule of Rates (Price Bids) in the e-procurement system.

The **Financial Bids** of Technically Qualified Bidders only will be recommended for opening and consideration by the Competent Authority. The said Authority will evaluate the Bids to determine whether – (i) they are complete; (ii) the requisite Bid Securities have been furnished; (iii) the Bids have been properly signed and stamped; (iv) the Bids are generally in order, etc.

The Lok Sabha Secretariat shall shortlist those who are eligible and submitted substantially Technical Responsive Bids for opening of Financial Bid. The names of the Successful Bidders will be displayed on the **CPP Portal** and **website of Lok Sabha**. Such Successful Bidders may like to attend the Financial Bid Opening. The date, time and venue of the Financial Bid Opening will be uploaded on CPP Portal and website of Lok Sabha. **The Financial Bids of Unsuccessful Bidders would not be opened.**

A Bid which in relation to the cost estimates of the Empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder maybe rejected as non-responsive.

18. Contacting the Lok Sabha Secretariat

No Bidder shall try to influence the Lok Sabha Secretariat on any matter relating to its Bid, from the time of the Bid opening till the time Work Order is awarded.

Any effort by the Bidder to influence the Lok Sabha Secretariat in the Bid evaluation, Bid comparison, etc. shall result in the rejection of the Bid.

19. Award of Contract

The Contract shall be awarded with the approval of the Competent Authority to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid Documents and who has offered the lowest evaluated Bid provided further the Bidder has the capability and resources effectively to carry out the contract works.

Prior to the expiration of the prescribed period of Bid validity, the **Director, General Procurement Branch** will notify the Successful Bidder and Unsuccessful Bidders on CPP Portal.

The Notification of Award will constitute the formation of the order.

20. Right to accept/reject any or all Bids

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 Work Order, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the said action.

21. Annulment of the Award

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 Lok Sabha Secretariat may make the award to any other Bidder at the discretion of the Lok Sabha Secretariat or call for New Bids.

Lok Sabha Secretariat reserves the right to disqualify the supplier for a suitable period who fails to provide services in time.

Lok Sabha Secretariat reserves the right to blacklist a Bidder for a suitable period in case he fails to honour his Bid without sufficient grounds.

TERMS AND CONDITIONS

1. Rates/ Prices

Rates quoted or rates to be finally approved/accepted by the Secretariat, shall be valid for the whole of the period of Contract and no upward revision will be allowed during the period of Contract under any circumstances.

The rates quoted for FSMA Services shall be inclusive of all spares, accessories, manpower, consumables like toners, developers & drums, tools and tackle, replacement of parts, routine servicing and maintenance of equipments, etc, complete in all respects as per scope of work. Nothing extra shall be payable on any account for providing FSMA services.

2. Performance Security Deposit (PSD)

The Successful tenderer will be required to furnish a Performance Security Deposit (PSD) @ 3% of the value of the Contract or for **Rs.12, 000/-** which will be valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligation **within 7 days** on receipt of Award Letter to ensure due Performance of the Contract.

PSD shall be in the form of (i) Demand Draft in favour of **Drawing and Disbursing Officer, Lok Sabha** payable at New Delhi (ii) Deposit receipt from a Scheduled/Nationalized Bank in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Scheduled/Nationalized Bank. The Security Deposit in any other form will not be accepted under any circumstances.

The PSD will be refunded only after the successful and satisfactory completion of the Contract. EMD will be refunded to the successful Bidder on receipt of Performance Security.

PSD can be withheld or forfeited in full or in part, if during the period of contract, the services of Service Provider are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/ breached. The decision of this Secretariat in this regard shall be final and binding on the Service Provider.

3. Change in quantity

This Secretariat also reserves the right to add into the contract additional number of systems during the currency of the Contract for the purpose of maintenance on the same approved rates and the same Terms & Conditions. Likewise, this Secretariat also reserves the right to exclude from the Contract any number of Machines if they are found to be unserviceable at any point of time during the currency of the Contract. The contractual charges payable will be on **Pro-rata Basis**.

4. Penalty

In case, Machines remain either unattended or defective even after the specified downtime for want of repairs/replacements, etc. or due to fault/neglect of the Service Provider or its Service Engineers, a deduction of Rs. 50/- per day and per Machine will

be made towards penalty from out of the contractual charges payable for the maintenance, etc.

Monthly Preventive Maintenance- It is the responsibility of the service provider to attend the maintenance visit in the first week of each month, failing which Liquidated Damage @0.5% of that particular month value will be levied for each week delay or part thereof. However the total LD leviable for (i) & (ii) shall not exceed 10% of the total value of contract.

Whenever and wherever it is found that the performance is not up to the mark, it will be brought to the notice of the Supervisory Staff of the Service Provider and if no action is taken within the time frame, Rs. 500/- per day per complaint will be imposed by invoking the Penalty Clause.

Any misconduct/misbehaviour on the part of the Engineer deployed by the Service Provider will not be tolerated as such person shall have to be replaced by the Service Provider at his own costs, risks and responsibilities immediately, with written intimation to the Secretariat.

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 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 Lok Sabha Secretariat as to whether the services 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

Lok Sabha Secretariat may, without prejudice to any other remedy for breach of Contract, by written Notice of default, send to the Service Provider, terminate the contract in whole or in part and forfeit the Security Deposit, if:

- (a) the Service Provider fails to cope up with the workload or does not render satisfactory services or dishonor the Contract in any way;
- (b) the Service Provider fails to perform any other obligation(s) under the Contract; and
- (c) the Service Provider, in either of the above circumstances, does not remedy his failure within a period of 15 days after receipt of the default Notice from Lok Sabha Secretariat.

7. Termination for Insolvency

Lok Sabha Secretariat may at any time terminate the contract by giving written Notice to the Service Provider without any compensation. If the Service Provider 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 Lok Sabha Secretariat.

8. 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.

9. Mode of Payment

The contractual charges payable for the maintenance of Machines will be released on quarterly basis on the basis of satisfactory performance of the Service Provider during the respective periods. For this purpose, the Service Provider should submit pre-receipted bill/invoice of their claim after completion of every quarter. Payment will be made direct to the Service Provider through **Electronic Mode only**.

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

10. Agreement

Service Provider must have to abide by the Rules/Clauses of Tender Document during the period of Contract. The Successful Bidder shall also have to enter into an Agreement with the Secretariat for the Service Maintenance on the Terms & Conditions stipulated in the Tender Document (as per Annexure-VIII).

Initially, the Contract will remain in force for a period of one year from the date of Award. The Secretariat, however, reserves the right to review the performance of the Service Provider whenever a need arises, and also to terminate the contract at any point of time during the currency of the Contract in case the performance and the service rendered by the Service Provider is found to be unsatisfactory. The decision taken by the Secretariat in this regard shall be final and binding upon the Service Provider.

The Secretariat reserves the right to renew the Contract on a Year to Year Basis for two more years or for such period (s) less than that as it may deem necessary, taking into account the Satisfactory Performance of the Service Provider during the currency of the Contract.

11. General/Others

This Secretariat reserves the right to cancel the Contract at anytime during the currency of the Contract without assigning any reasons whatsoever.

Engineer deployed by the Bidder shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government Property/Person.

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 false at any stage, it would be deemed to be a breach of terms of the Contract making him / her liable for **legal action besides termination of contract.**

In no circumstances, the Firm shall appoint any Sub-Contractor or Sub- Lease the Contract. If it is found that the Contractor has violated these conditions, the Contract will be terminated forthwith without any Notice and Performance Security will be forfeited.

The Machines shall be taken over for Maintenance Contract on as and where installed basis.

At the end of the Contract period, the Service Provider shall demonstrate satisfactory functioning of all the Machines.

12. Consumer's (LSS) Rights

The LSS reserves the right to accept/reject any or all the Bids in whole or in part and annul the Bidding Process without assigning any reason whatsoever.

Provided that a Bid is substantially responsive, the LSS reserves the right to seek necessary information or documentation from the Bidder (s), within a reasonable period of time, to rectify non-material, non-conformity, or omission in the Bid related to documentation requirements. **Such omission shall not be related to any aspect of the price of the Bid.** Failure of the Bidder to comply with the request may result in the rejection of its Bids.

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

If a firm after award of the Contract violates any of the Terms and Conditions, fails to honour its Bid without sufficient grounds and within reasonable time it shall be liable for Blacklisting for a suitable period. EMD/Performance Security shall be forfeited.

ANNEXURE-I

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information useful for submitting online Bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>.) by clicking on the link **“Online Bidder Enrolment”** on the CPP Portal which is free of charge.

As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their Accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any Communication from the CPP Portal.

Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhra etc.), with their profile.

Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to Others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the Password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENT

1. There are various search options built in the CPP Portal, to facilitate Bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organisation Name, Form of Contract, Location, Date, Other keywords, etc. to search for a Tender published on the CPP Portal.

2. Once the Bidders have selected the tenders they are interested in, they may download the required documents/Tender Schedules. These Tenders can be moved to the respective 'My Tender' folder. This would enable the CPP Portal to intimate the Bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

3. The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
- 2) Please go through the Tender Advertisement and the Tender Document carefully to understand the documents required to be submitted as part of the Bid. The number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should get ready the Bid Documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid Documents may be scanned with 100dpi with Black and White option which helps in reducing size of the Scanned Document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such Standard Documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the Bidders. Bidders can use “Mu Space” or other “Important Documents” are available. These documents may be directly submitted from the “My Space” are while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required Bid Documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the Tender fee / EMD as applicable in the tender document.
4. Bidder should prepare the EMD as per the instructions specified in the Tender Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the Tender Documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded Bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided and no other format is acceptable. If the Price Bid has been given as a standard BoQ format with the Tender Document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder).No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it

online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the Bid will be rejected.

6. The Server Time (which is displayed on the Bidders' dashboard) will be considered as the Standard Time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids, etc., the Bidders should follow this time during Bid submission.

7. All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the Server is subjected to symmetric encryption using a System Generated Symmetric Key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys. Overall, the uploaded tender documents being readable only after the Tender opening by the Authorized Bid Openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized Bid openers.

9. Upon the successful and timely submission of Bids (I.e after clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid Summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.

10. The Bid Summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid Opening Meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender Document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.
- 2) Any queries relating to the process of Online Bid Submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.

TECHNICAL BIDS DATA SHEET

INFFORMATION AND DOCUMENTS TO BE SUBMITTED

- 1 Name of the Tenderer Firm/Agency/Company:.....
- 2 Address of the Tenderer Firm/Agency/Company:.....
- 3 Contact details of the Tendering Firm/Agency:
(a) Tel. No. with STD

(b) Mobile No. -----
- 4 Name of Proprietor/Partners/Directors of the firm/agency:.....
.....
- 5 Bidder's Bank Details:-
 - (i) Name of Account Holder: -----
 - (ii) Complete A/c No. Current / Savings -----
 - (iii) Name of Bank -----
 - (iv) Name of Branch with complete Address.....
.....
 - (v) IFS Code of Branch.....
 - (vi) 9 Digit MICR Code of Branch.....

(Attach one copy of canceled cheque leaf after cutting the cheque number).
- 6 Details of Earnest Money Deposit
.....
- 7 Registration Certificate as per existing norms (indicating the Legal Status Company / Partnership Firm/Proprietorship Concern, etc.
- 8 GST and PAN Card Registration Certificate
- 9 Income Tax Returns filed for the Last Three Financial Years (2018-19, 2019-20 and 2020-21 -----
- 10 Profit & Loss Account Statements for the Last Three Financial Years (2018-19, 2019-20 and 2020-

11. Proof of having minimum **three years** of experience of providing After Sale Service / Maintenance of Photocopiers to Departments / Ministries of the Government of India / PSUs / Autonomous Bodies located in Delhi/NCR (one copy of FSMA papers signed with Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed.

12. Price Bid Undertaking (Annexure-IV)

13. Tender Accepting Letter (Annexure-V)

14. Declaration regarding Blacklisting or otherwise. (Annexure-VI)

15. Letter of Authorization for attending the bid opening (Annexure-VII);

16. Any other information:.....

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

Name & Address of the firm

Authorised Signature & Seal of the Firm

ANNEXURE-III

PRICE BIDS (SCHEDULE OF RATES)

The below mentioned Financial Proposal/Commercial Bid Format is provided as along with this Tender Document at <https://eprocure.gov.in/e-procure/app>. Bidders are advised to download this V3_BOQ_ItemWise_Template.xls as it is and quote their Offer/Rates in the permitted column and upload the same in the Commercial Bid. **Bidders shall not tamper/modify downloaded Price Bid template in any manner.** In case the same is found to be tempered/modified in any manner, the Tender will be completely rejected and EMD would be forfeited and Tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

Sl. No.	Make/ Brand	Model	Year of Purchase	No. of Units ^	FSMA Rates (per copy charges (in Rs.))	Percentage of GST in figures
1.	Ricoh	As per List attached (Annexure -IX)	2010 to 2018	85		
2	Pana-sonic		2009 & 2010	04		

^The number of Machines for Comprehensive Maintenance is Contract liable to vary/change from time to time.

Note:

1. The Tenderer shall quote per copy charges, which will include maintenance charges, supply of all spare parts, all consumables (developer, toner, drum, etc.) rectification of all hardware software defects, etc. for maintaining the Machines in proper order throughout the Contract period. Bidders quoting partial rates for selective items will be summarily rejected.
2. Rates, without any hidden charges, should be quoted in Indian Rupees only in words as well as in figures. GST, taxes, if any, 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.
3. Only one price should be quoted for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.
4. Price once fixed will remain valid for the period of Contract.
5. Prices should be quoted FoD basis (Free delivery at LSS) only.

PRICE BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

To

The Director
General Procurement Branch,
Lok Sabha Secretariat, Parliament House
Annexe, New Delhi-110001.

Dear Sir/Madam,

I/We submit the Price Bid for ----- and related activities as envisaged in the Bid document.

2. I/We have thoroughly examined and understood all the Terms and Conditions as contained in the Bid Document, and agreed to abide by them.
3. I/We offer to work at the Rates and applicable Taxes as indicated in the Financial Bid, Annexure-III.

Yours Faithfully,

Signature of authorized Representative

Date: _____

ANNEXURE -V

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date

To,
The Director
General Procurement Branch,
Lok Sabha Secretariat, Parliament House
Annexe, New Delhi-110001.

Dear Sir,

I/We have downloaded/obtained the Tender Document(s) for the above mentioned tender from the web site(s), namely, www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app>.

I/We hereby certify that I/we have read the entire Terms and Conditions of the Tender Documents from Page No. (including all....documents....like....Annexure (s), Schedule(s), etc.), which form part of the Contract Agreement and I/we shall abide hereby by the Terms and Conditions/Clauses contained therein.

The corrigendum(s) issued from time to time by your Department/Organization too have also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the Tender Conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.

I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your Department/Organization shall without giving any notice or reason therefore or summarily reject the Bid or terminate the Contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-VI

DECLARATION

(To be given on Company Letter Head)

To
The Director,
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 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 blacklisted/ 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 blacklisted/banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

**(Signature of the
Bidder) Name:**

Date:

Designation with Seal of the Firm

ANNEXURE -VII

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

(To be given on Company Letter Head)

Subject: Authorization for attending the Tender Opening on.....for
the Tender for supply of.....

Following person is hereby authorized to attend the Bid Opening for the
tender mentioned above on behalf of M/s..... (name of
the Bidder)

Name specimen signature

Alternate representative

Name specimen signature

Signature of the
Bidder Or
Officer authorized to sign the Bid documents on behalf of the Bidder

ANNEXURE VIII

SPECIMEN AGREEMENT (To be furnished in Company's letterhead)

..... The Agreement is made on this ---- day of, 2022 between..... & Address of the Firm) hereinafter referred to as **Service Provider** one part and **Lok Sabha Secretariat (LSS), Sansad Marg, New Delhi 110001** hereinafter referred to as the other part for **Protective Maintenance - Full Service Maintenance Agreement(FSMA)** for A3 size Photocopier Machines Ricoh/Panasonic make of different capacities.

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

1. The Service agrees to carry out maintenance of Lok Sabha Secretariat's Photocopier Machine, Ricoh/Panasonic make of different capacities to keep it in operational condition and to carry out periodic servicing/cleaning, repair of all minor and major components and replacement of parts for proper functioning of Machines at the rate **Rs per copy** plus taxes as per Govt. Policy.
2. The Comprehensive Maintenance Job will include the following:
(2.a) Serviceability of Photocopiers at 100% satisfaction level.
(2.b) Maintenance of Photocopiers includes periodic servicing/cleaning, repair of all minor and major components and replacement of parts.
(2.c) Provision of toner, developer, drum, labour, software, etc. by the Service Provider, free of cost, in case exhausted.

For the above jobs, payments will be made to firms on per copy basis.

3. The Full Service Maintenance Contract for maintenance of Photocopiers shall be for a period of one year w.e.f -----
4. The FSMA Agreement will be applicable from the date of signing of Agreement.
5. Service Provider is responsible for maintaining Photocopier Machine (s) installed in Lok Sabha Secretariat (LSS) (Parliament House, Parliament House Annexe, Parliament House Annexe Extension Building & Parliament Library Building) and other offices of Lok Sabha Secretariat located outside (Residence Offices of HS, HDS, SG, Secretary, etc.) in a perfectly working condition during the entire Contract period and in case any part/parts of the Machine is/are required to be replaced for proper functioning of Machine, the same shall be replaced free of cost. The replacement of parts, if required, shall be made within a reasonable period by the free of cost. However, the cost of physically damaged parts/damages to the cables caused by rodents will be borne by the Lok Sabha Secretariat.
6. Photocopier Machines under FSMA shall be repaired with genuine spare parts free of cost and no payment for replacement of Spare Parts will be made. Machine (s) must be kept neat and clean by the Service Provider during the Service Contract.

7. In the event of any or part of systems covered under FSMA to be taken to workshop for repair, etc., the Service Provider should also provide appropriate Stand-by System so as to ensure that work of the user concerned is not hindered.
8. The Service Provider should ensure that all the complaints are attended to by the Service Engineers immediately. The complaint calls received directly from the users concerned shall also be honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The Service Provider shall attend to complaint within 24 hours of lodging the complaint during non session and within 4 hours of lodging the complaint during Parliament Session.
9. In case, Machine (s) remain either unattended or defective even after the specified downtime for want of repairs/replacements, etc. or due to fault/neglect of the Service Provider or its Service Engineers, a deduction of Rs. 50/- per day and per Machine will be made towards penalty from out of the Contractual Charges payable for the maintenance, etc.
10. Should any need or eventuality arise, this Secretariat may take services of Engineers of the Service Provider outside working hours including Saturday/Holidays and during Conferences/Seminars. No payment or any additional remuneration shall, however, be made for this purpose.
11. For the regular and proper maintenance/upkeep of the Photocopier Machine (s) and for instantaneously attending to the complaints received from this Secretariat, the Service Provider shall have to depute to this Secretariat at least one well-qualified Service Engineer having adequate knowledge and wider experience in the relevant field on regular basis.
12. That the Service Provider shall also provide functional mobile phones to the Service Engineers for contact and urgent communications.
13. That the Service Provider should have establishment such as office space, adequate human resources such as Service Engineers/ technical staff, etc.
14. That the 'Service Provider' shall maintain service log book / file containing Maintenance Report in respect of Machine (s) and get it signed from the user Officer in certification of having carried out service/repairs and attended complaints, if any.
15. That the Contractual Charges payable for the maintenance of Machine (s) shall be released on quarterly basis on the basis of satisfactory performance of the Service Provider during the respective periods. For this purpose, the Service Provider should submit pre- receipted bill/invoice of its claim along with meter reading and service report duly signed and certified by the User Officer after completion of every quarterly basis.
16. One per cent (1%) wastage will be deducted on net billable copies.
17. That 'Service Provider' shall charge GST, if any, as applicable in accordance with Orders issued by the Central/State Government and in case of any overcharging of taxes, the same shall be adjusted from payments due to them apart from taking action as mentioned in the Tender Document for wrong information, etc.
18. 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.

19. That an appropriate action will be taken in case the Service Provider 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.

20. That the Tender Schedule, instructions to the Bidders and Terms and Conditions, etc., shall also form part of the Agreement.

That the Service Provider 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
the authorized official of Company/Firm
Sabha Secretariat (LSS)

Signature of
the Lok

Signature:

Name :Address :

Signature:

Name :Address :

WITNESSES

1.

1.

ANNEXURE-IX**LOK SABHA SECRETARIAT
GENERAL PROCUREMENT BRANCH
LIST OF PHOTOCOPIER MACHINES**

Sl.No.	Name of Company of Machine	Model No. of Machine	Capacity of the Machine	Machine Sl. No	Date of Purchase / Installation	Location of the Machine installed
1	Ricoh	Aficio-2000L	20 CPM	7176250787	31.03.2007	Chairman, Welfare & OBC, Room No. 212, Extension, PHA
2	Ricoh	Aficio MP 4000B	40 CPM	M5406730051	26.08.2010	Tr. (OIH-Q), 5047, PHA
3	Ricoh	Aficio MP 2000LE	20 CPM	L7107250514	31.01.2011	PSS, Basement, PHA
4	Ricoh	Aficio MP 2000 LE	20 CPM	L7107250513	31.01.2011	Editor Translation (IV) Branch, 503 PHA
5	Ricoh	Aficio MP 2000 LE	20 CPM	L7116750221	08.09.2011	Translation (C-V) Branch, 503, PHA
6	Ricoh	Aficio MP 2000 LE	20 CPM	L7116750222	08.09.2011	PPR Wing, G-128, PLB
7	Ricoh	Aficio MP 2000 LE	20 CPM	L7116151314	31.03.2011	Committee FCA & PD Branch, Room No. 009, Extension, PHA
8	Ricoh	Katana C2 Pro 1107 Ex	110 CPM	V5111200079	17.05.2012	Distribution Branch, PHA
9	Ricoh	Katana C2 Pro 1107 Ex	110 CPM	V5120100100	17.05.2012	Distribution Branch, PHA
10	Ricoh	Katana C2 Pro 1107 Ex	110 CPM	V5120500096	26.07.2012	Distribution Branch, PHA
11	Ricoh	Katana C2 Pro 1107 Ex	110 CPM	V5120400070	26.07.2012	Distribution Branch, PHA
12	Ricoh	Aficio 2000LE	20 CPM	L7126850831	05.11.2012	O/o Ch. Cte. On Coal & Steel, Room No. 210, B-Block Ext. PHA

13	Ricoh	Aficio 2000LE	20 CPM	L7126851176	05.11.201 2	Debate (Eng) 524 PHA
14	Ricoh	Aficio 2000LE	20 CPM	L7126851273	05.11.201 2	Tech. Unit (LCS), I.G. 1, PLB
15	Ricoh	Aficio 2000LE	20 CPM	L7126851268	05.11.201 2	CCTV- Upgradation Unit (Tech.), Room No. FB- 138, PLB
16	Ricoh	Aficio 2000LE	20 CPM	L7126850917	05.11.201 2	Estimates Comm. Br. Room No. 319, PHA
17	Ricoh	Aficio 5002SP	50 CPM	W532M950049	05.11.201 2	Committee Coordination Br. Room No. 507, Ext. PHA
18	Ricoh	Aficio 4002SP	40 CPM	W522M750013	14.12.201 2	Tr. (PP), Room No. 522, PHA
19	Ricoh	Aficio 4002SP	40 CPM	W522M750045	14.12.201 2	PNO 23, PH
20	Ricoh	Aficio 4002SP	40 CPM	W522M750021	14.12.201 2	P&AO, 302 PHA
21	Ricoh	Aficio 5002SP	50 CPM	W533M150025	12.03.201 3	Conference Branch, 340 PHA
22	Ricoh	Aficio 4002SP	40 CPM	W522MC5002 4	12.03.201 3	O&M Section, Room No. 423, PHA
23	Ricoh	Aficio 4002SP	40 CPM	W522MC7500 21	12.03.201 3	Stg. Committee on IT Branch, Room No. 607, Ext. PHA
24	Ricoh	Aficio MP2000 L2	20 CPM	L7136151245	29.05.201 3	O/o Ch. Comm. On Finance Room No. 112, Ext. PHA
25	Ricoh	AficioMP20 00 L2	20 CPM	L7136151231	29.05.201 3	Heritage Management Br., 403, PHA
26	Ricoh	AficioMP20 00 L2	20 CPM	L7136151217	29.05.201 3	General Manager Mktg., LSTV
27	Ricoh	AficioMP20 00 L2	20 CPM	L7136151150	29.05.201 3	Stg. Cte. Chemicals & Fertilizer, Room No. 610, Extension, PHA

28	Ricoh	AficioMP40 02 SP	40 CPM	W522MC5003 1	29.05.201 3	General Procurement Branch, Room No. 408, PHA
29	Ricoh	AficioMP200 1 L	20 CPM	E343M350128	03.08.201 3	SG's Office, Room No. 108, PHA
30	Ricoh	AficioMP200 1 L	20 CPM	E343M650330	03.08.201 3	O/o Chairman, Cte. On Ethics, Room No. 101, Extension Building, PHA
31	Ricoh	AficioMP40 02 SP	40 CPM	W523M650096	13.08.201 3	MSA Branch, Room No. 422, PHA
32	Ricoh	AficioMP40 02 SP	40 CPM	W523M650090	13.08.201 3	Reference Wing, Room No. G-053, I Block, PLB
33	Ricoh	AficioMP40 02 SP	40 CPM	W523M650086	13.08.201 3	CPA Cell, Conf. Branch, Room No. 423, PHA
34	Ricoh	AficioMP40 02 SP	40 CPM	W523M650031	04.09.201 3	Question Branch, 323, PHA
35	Ricoh	AficioMP40 02 SP	40 CPM	W523M650014	29.11.201 3	LSTV Unit, FB- 143/144, PLB
36	Ricoh	AficioMP40 02 SP	40 CPM	W523M650034	29.11.201 3	O/o, Ch. Cte. On Petroleum & Natural Gas, Room No. 115, Ext. Bldg. PHA
37	Ricoh	AficioMP40 02 SP	40 CPM	W523M650036	29.11.201 3	O/o JPC Security Room No. 105, Extn. Bldg. PHA
38	Ricoh	AficioMP40 02 SP	40 CPM	W524M250022	21.04.201 4	AN-II Branch, Room No. 421, PHA
39	Ricoh	AficioMP50 02 SP	50 CPM	W534M650014	26.08.201 4	B&P Branch, Room No. 421, PHA
40	Ricoh	AficioMP50 02 SP	50 CPM	W534M650011 1	26.08.201 4	B&P Branch, Room No. 409, PHA
41	Ricoh	AficioMP40 02 SP	40 CPM	W524M150149	26.08.201 4	Information Cell, Room No.

						327, PHA
42	Ricoh	AficioMP200 1 L	20 CPM	E344M650782	25.07.201 4	T.O. (Paper laid unit) Room No. 77-D, PH
43	Ricoh	AficioMP200 1 L	20 CPM	E344M650800	25.07.201 4	Who's Who Cell, Room No. F-121, E Block, PLB
44	Ricoh	AficioMP50 02 SP	50 CPM	W534M650132	25.07.201 4	T.O., Room No. 46-B, PH
45	Ricoh	AficioMP40 02 SP	40 CPM	W524M150017	25.07.201 4	Recruitment Branch, Room No. 521, PHA
46	Ricoh	AficioMP50 02 SP	50 CPM	W534M650046	27.09.201 4	General Store Branch, Room No. B-16, Basement, PHA
47	Ricoh	AficioMP50 02 SP	50 CPM	W534M650073	27.09.201 4	MS Branch, Room No. 402, PHA
48	Ricoh	AficioMP40 02 SP	40 CPM	W524M450232	27.09.201 4	O/o Chairman, House Committee, Room No. 141, PH
49	Ricoh	AficioMP40 02 SP	40 CPM	E344M850641	27.09.201 4	O/o Chairman, SCTC, Room No. 137, PH
50	Ricoh	AficioMP50 02 SP	50 CPM	W534M650060	03.11.201 4	AN-I Branch, Room No. 418, PHA
51	Ricoh	AficioMP40 02 SP	40 CPM	W524M850025	30.12.201 4	Ch. Cte. On Privelege, Room No. 107, Extn. Bldg. PHA
52	Ricoh	AficioMP200 1 L	20 CPM	E344MA50463	12.01.201 5	O/o Ch. Information Technology, Room No. 219-B, Extn. PHA
53	Ricoh	AficioMP200 1 L	20 CPM	E344MA50494	12.01.201 5	Jt. Comm. On Personal Data Protection Bill 2019, Room No. 625, PHA
54	Ricoh	AficioMP200 1 L	20 CPM	E345M252045	14.04.201 5	PSS Office, Room No. 62-B, PH

55	Ricoh	AficioMP200 1 L	20 CPM	E345M252081	14.04.201 5	Office of Director (Ops), Room No. 62- A, PH
56	Ricoh	Aficio MP- 4054SP	40 CPM	G174RQ70001	27.05.201 5	Table Office, Room No. 22, PH
57	Ricoh	Aficio MP- 2001L	20 CPM	E345M252199	11.06.201 5	OSD (Research), Smt. Vatsala Joshi, Room No. G- 135/136, PLB
58	Ricoh	Aficio MP- 2001L	20 CPM	E345M252075	11.06.201 5	
59	Ricoh	AficioM P- 4054SP	40 CPM	G174RC70103	14.07.201 5	IPU (Conference), Room No. 513, Extension Bldg., PHA
60	Ricoh	AficioM P- 5054SP	50 CPM	G185R190045	14.07.201 5	Cte. Coordination Branch, Room No. 507, Extension, PHA
61	Ricoh	AficioM P- 3054SP	30 CPM	G155P801658	19.01.201 6	Cte. On Petition Branch, Room No. 015, Extension Bldg., PHA
62	Ricoh	AficioM P- 3554SP	35 CPM	G165PB00308	19.01.201 6	Editorial Branch, Room No. 510, PHA
63	Ricoh	Aficio MP- 2501SP	25 CPM	E335MA50733	19.01.201 6	O/o JS(S), Room No. 109, PH
64	Ricoh	AficioM P- 2501SP	25 CPM	E335MA50706	26.02.201 6	LSTV (Admn.), Room No. 09, 21 Jahadev Road, New Delhi
65	Ricoh	AficioM P- 2501SP	25 CPM	E355M250105	19.03.201 6	O/o JS(L), Room No. 46- A. PH
66	Ricoh	AficioM P- 2501SP	25 CPM	G166P200288	19.03.201 6	Press Clipping Section, Room No. FB-79, PLB
67	Ricoh	AficioM P- 2501SP	25 CPM	E355M550300	02.06.201 6	Chief Producer, FB- 116, PLB

68	Ricoh	AficioM P- 3554SP	35 CPM	G166P300516	02.06.201 6	Printing Section, Room No. 303, PHA
69	Ricoh	AficioM P- 3054SP	35 CPM	G155P700468	02.06.201 6	Privileges & Ethics Branch, Room No. 142-A, PH
70	Ricoh	AficioMP- 2501L	25 CPM	E355M150376	02.06.201 6	Sales & Records Branch, Basement, PHA
71	Ricoh	AficioM P- 3554SP	35 CPM	G166P100282	30.06.201 6	PPR Branch, Room No. 55, PH
72	Ricoh	AficioMP- 2501L	25 CPM	E335MC50778	30.06.201 6	O/o Ch. PAC, Room No. 51, PH
73	Ricoh	AficioM P- 3054SP	30 CPM	G155P700442	30.06.201 6	Translation Branch, Room No. 601, PH
74	Ricoh	Aficio MP- 3054SP	30 CPM	G156P600266	23.08.201 6	SCTC Branch, Room No. 509, Extension Bldg., PHA
75	Ricoh	Aficio MP- 3054SP	30 CPM	G156P600166	09.09.201 6	Stg. Cte. On Rural Development, Room No. 510, Extension, PHA
76	Ricoh	AficioMP- 2501L	25 CPM	E356M750157	28.09.201 6	Communication Unit, Room No. 636, PHA
77	Ricoh	AficioMP- 2501L	25 CPM	E356M850605	14.10.201 6	Welfare Branch, PHA
78	Ricoh	AficioMP- 2501L	25 CPM	E356M850604	14.10.201 6	PMA, Room No. FB- 096, PLB
79	Ricoh	AficioMP- 3554 SP	35 CPM	G199P700355	29.11.201 6	LB-1, Room No. 128- B, PH
80	Ricoh	AficioMP- 3554 SP	35 CPM	G166P800099	07.03.201 7	Committee Coal & Steel, Room No. G- 011, Extension, PHA
81	Ricoh	AficioMP- 2501L	25 CPM	E353M850367	17.03.201 7	Confidential Cell, Room No. 414-A, PHA

82	Ricoh	AficioMP-2501L	25 CPM	E353M150009	17.03.2017	Anti-Sabotage Wing, Room No. 003, PH
83	Ricoh	AficioMP-355SP	35 CPM	G166P900494	22.03.2017	O/o SG, Room No. 22-A, PH
84	Ricoh	AficioM P-2014AD	20 CPM	G617M850263	11.01.2018	O/o Chairman, Committee on Chemical & Fertilizer, Room No. 110, B-Block Extension, PHA
85	Ricoh	AficioM P-2014AD	20 CPM	G617M850365	11.01.2018	O/o Chairman, CGA, Room No. 133, PHA/Room No. 216 Extension Bldg., PHA
86	Panasonic	DP-8020-E	20 CPM	FJP-52700136	11.08.2009	Defence Committee, Room No. 503, Extension Bldg., PHA
87	Panasonic	DP-8020-E	20 CPM	FJP-52700030	12.08.2010	Translation (C-I), Room No. 502, PHA
88	Panasonic	DP-8045	45 CPM	CJP-53C00004	18.08.2010	Reprography Section, 54, I Block, PLB
89	Panasonic	DP-8020-E	20 CPM	GJP-52700096	30.09.2010	Synopsis Branch, 106- B, PH