Tender No. PPS-PTG049/…../2019-PB

TENDER DOCUMENT

FOR

E-TENDERING

FOR THE PRINTING OF

LOK SABHA DIARIES - 2020

OF

LOK SABHA SECRETARIAT

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

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LOK SABHA SECRETARIAT

(PRINTING SECTION)

ROOM NO. 303, PARLIAMENT HOUSE ANNEXE, NEW DELHI – 110001

Tel. Nos. 2303 4303 & 2303 4309

NOTICE INVITING E-TENDER

Lok Sabha Secretariat invites online bids on Single Stage Basis under **two bid system, *viz.,* Technical Bid and Financial Bid** from reputed printers having its office in Delhi/NCR for printing and supply of "**Lok Sabha Diaries 2020" as per specifications given in Annexure II. The bidders may see the sample Diaries for specifications physically in Room No. 303, Parliament House Annexe from 10.00 AM to 6.00 PM on working days in order to have the exact idea of the material/specifications required. Manual bids shall not be accepted.**

2. Document Download:

The Tender document having detailed instructions and terms & conditions are available on the Lok Sabha website www.loksabha.nic.in and CPPP Site https://eprocure.gov.in/eprocure/app. **CRITICAL DATE SHEET** for the e-tender is as under:

CRITICAL DATE SHEET

Published Date	18.11.2019 (1600 hours)
Bid Document Download Start Date	18.11.2019 (1600 hours)
Bid Document Download End Date & Time	25.11.2019 (1600 hours)
Bid submission Start Date & Time	18.11.2019 (1600 hours)
Bid submission End Date &Time	25.11.2019 (1600 hours)
Bid Opening Date & Time	27.11.2019 (1100 hours)

3. Bid Submission:

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

Tenderers/printers are advised to follow the instruction "Instructions to Bidder for Online Bid Submission" provided in the 'Annexure-I' for online submission of bids".

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 Financial Bid Template in any manner.** In case the same is found to be tampered/modified in any manner**,** 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. 50,000/- (RUPEES FIFTY THOUSAND ONLY)** in the form of Banker's cheque/Demand Draft drawn in favour of **'Drawing and Disbursing Officer, Lok Sabha'** payable at New Delhi, which must be delivered to the **Joint Director (Printing), Room No. 303, Parliament House Annexe, Sansad Marg, New Delhi – 110001 on or before bid opening date/time as mentioned in Critical Date Sheet.** Tenderer shall be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid.

8. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet.** After online opening of Technical-Bid, the results of their qualification as well as Financial-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 Telegram/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 furnished by the bidder along with **Technical Bid** as per the tender document:

i) Proof for payment of Earnest Money Deposit;
ii) GST Registration Number copy;
iii) Copy of PAN Card of the Press/proprietor of the firm issued by Income Tax Deptt.;
iv) Income Tax Returns showing break-up of income filed for the last **Three Consecutive Financial Years *i.e.* 2015-2016, 2016-2017 and 2017-2018;**

v) Balance Sheet/Profit & Loss Account duly audited by Chartered Accountant for the last **Three Consecutive Financial Years *i.e.* 2015-2016, 2016-2017 and 2017-2018** as a proof of annual turnover of Rupees 50,00,000 (Rs. Fifty Lakhs).

vi) The printer must have a minimum of two years' experience in printing for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations including printing of Diaries for at least one year.

vii) Proof of registration of Printing Press with Small Scale Industries/Registrar of Companies/Registration from any Government Authority regarding printing press as per existing norms from Government Department.

viii) Financial Bid Undertaking as per **Annexure-V**,

ix) Tender Acceptance Letter as per **Annexure-VI**,

x) Declaration regarding blacklisting or otherwise as per **Annexure-VII,** and

xi) Technical Data Sheet as mentioned in **Annexure-III.**

IMPORTANT : Documents required to be submitted physically :

xii) The printer must submit at least one diary printed by them for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisation during the last four years. **This must be submitted physically on or before the closing date and time of bid submission end date.**

xiii) The printer must submit at least one sample dummy of each Diary (three sizes) in complete shape duly bound (for paper, cover, binding material, PVC Paper/rexine, etc.) as per specifications given in Tender Document. **This must be submitted physically on or before the closing date and time of bid submission end date.**

xiv) **EMD (Rs. 50,000)**

FINANCIAL BID

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

Note : 1. The bidders may see the sample Diaries for specifications physically in Room No. 303, Parliament House Annexe from 10.00 AM to 6.00 PM on working days in order to have the exact idea of the material/specifications required

2. The bids submitted without physical documents will not be entertained.

JOINT DIRECTOR (PTG.)
Printing Section,
Lok Sabha Secretariat

INSTRUCTIONS TO THE BIDDERS

1. Bid Document

(i) Instructions to the bidder/tenderer
(ii) Terms and conditions of the tender
(iii) Technical Bid Format
(iv) Financial Bid Format

The bidder(s) is/are expected to examine all instructions, terms and conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

Qualification criteria for bidder/printer for the printing of Lok Sabha Diaries for the year 2020

(i) The printer must have a minimum of two years' experience in printing for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations including printing of Diaries for at least one year.

(ii) Proof of registration of Printing Press with Small Scale Industries/Registrar of Companies/Registration from any Government Authority regarding Printing Press as per existing norms from Government Department.

(iii) The printer should have expertise in handling high quality printing and capable of delivering job without any compromise with the specified quality of printing of Diaries. The printer must submit at least one diary printed by them during the last 4 years for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations. **The submission of sample of Diary is compulsory for all the bidders and "No Exemption" will be granted in any case.** The sample must reach to the Joint Director (Ptg.), Room No. 303, Parliament House Annexe, New Delhi on or before the closing date and time of bid submission end date.

(iii) The printer must submit at least one sample dummy of each Diary (three sizes) in complete shape duly bound (for paper, cover, binding material, PVC Paper, etc.). **This must be submitted physically on or before the closing date and time of bid submission end date.**

(iv) The printing press/proprietor should have PAN number issued by Income Tax Deptt.

(v) The printing press should have GST Registration Number.

(vi) Printing press should have minimum Turnover of Rs. 50,00,000/- (Rupees fifty lakhs) per year during each of the last three years. (Proof to be attached)

(vii) The printing press must not have been blacklisted by any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations.

The Financial Bid for the bidder whose Technical Bids found complete and conform the eligibility criteria, shall be opened.

N.B. : Detailed specifications of the job are given in Annexure II.

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) Proof for payment of Earnest Money Deposit;

(ii) GST Registration Number copy;

(iii) Copy of PAN Card of the Press/Proprietor of the firm issued by Income Tax Department;

(iv) Income Tax Returns showing break-up of income filed for the last **Three Consecutive Financial Years *i.e.* 2015-2016, 2016-2017 and 2017-2018;**

(v) Balance Sheet/Profit & Loss Account duly audited by Chartered Accountant for last Three Consecutive **Financial Years *i.e.* 2015-2016, 2016-2017 and 2017-2018**as a proof of annual turnover of Rs. 50,00,000 (Rupees Fifty Lakhs).

(vi) Proof of registration of Printing Press with Small Scale Industries/Registrar of Companies/Registration from any Government Authority regarding printing press as per existing norms from Government Department.

(vii) The printer must have experience in printing of Diaries for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations.

(viii) Financial Bid Undertaking as per **Annexure-V**,

(ix) Tender Acceptance letter as per **Annexure-VI**, and

(x) Declaration regarding blacklisting or otherwise as per **Annexure-VII,**

(xi) Technical Data Sheet as mentioned in **Annexure-III.**

2. Bid Security/Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand only)** must be deposited by bidders in the form of Banker's cheque/Demand Draft drawn in favour of **'Drawing and Disbursing Officer, Lok Sabha'** payable at New Delhi at the address "**The Joint Director (Printing) Room no. 303, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001"** on or before the opening of tender**.** Lok Sabha Secretariat will not take any responsibility for delay or non-receipt.

The scanned copy(ies) of Draft/fixed deposit receipts/Banker's cheque or bank guarantee from any of the Commercial Banks shall 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 Lok Sabha Secretariat 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 and award of the contract without any interest.

The Bid security may be forfeited:

(a) If a Bidder withdraws their Bid during the period of bid validity specified in the Bid Document;

(b) In the case of successful bidder, if the bidder fails to:

(i) accept the offer,

(ii) sign the contract,

(iii) furnish the performance security within the time specified in the document.

3. Clarification on Bid Document

In case the Prospective Bidders need any clarification regarding any terms and conditions of the tender, they may seek clarification through telephonically/personally.

4. Amendment of Bid Document

At any time prior to 'Bid Submission Start Date' indicated in Critical Date Sheet, 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 (Printing) may at his discretion, extend the deadline for the submission of Bids.

5. Rejection of incomplete and conditional tenders

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

6. Non transferability

This tender is non-transferable.

7. 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.

8. Documents comprising the Bid

The Bid must contain all the documents/certificates as mentioned in Instructions to the Bidders, Financial bids, etc., required to be uploaded in the e-procurement system.

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

(i) The Technical Bid comprises of all the information/documents sought in 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 format.**

(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.

9. Bid Prices

The rates should be quoted in Indian Rupees only in words as well as figures. GST 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.

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

Rates/prices should be valid for **upto the completion of the job**. Rates/Prices shall remain fixed till completion of the job. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid with an adjustable price quotation will be treated as non responsive and will be rejected.

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

10. Signing of the Bids

The Bidder has to authenticate with his digital signature certificate 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.

11. 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 **NOTICE INVITING TENDER (NIT)**.

Director (Printing), 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.

12. Bid Opening

On the date and time indicated in the **'Critical Date Sheet**" of Notice Inviting Tender (NIT) Bids will be opened at Room No. 303, Parliament House Annexe, Sansad Marg, New Delhi–110001. If the Bid Security is not found as prescribed, the bid shall summarily be rejected.

13. 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 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.

14. Technical Evaluation

The Lok Sabha Secretariat shall carry out the evaluation based on the uploaded certificates/documents in the e-procurement system.

The Printing Committee shall examine/evaluate the technical bids to determine whether

they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents along with the sample dummy of Diaries in a complete shape (with paper, cover, binding material, PVC Paper/rexine, etc.) to be used as per specifications stipulated in the bid document, (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.

15. 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 Printing Committee. The name of the Successful Bidder will be displayed on the 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 may be rejected as non-responsive.

16. Contacting the officials of the Lok Sabha Secretariat

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

Any effort by the bidder to influence the officials of the Lok Sabha Secretariat in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the Bid.

17. Award of Contract

Award Criteria

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. As far as possible all the three diaries will be allotted to a single bidder by considering the total cost of all the three diaries.

18. Right to accept/reject any or all Bids

The Lok Sabha Secretariat reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time prior to award of Contract, 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.

19. Notification of Award

Prior to the expiration of the prescribed period of Bid Validity, the **Director (Printing)** will notify the successful bidder on CPPP Portal that his bid has been found successful.

The Notification of award will constitute the formation of the Contract.

Upon furnishing of Performance Security Deposit by the successful Bidder in accordance with the provisions of Clause 3 of Terms & Conditions of the Tender, **Joint Director (Printing), Printing Section** will notify on CPP Portal the unsuccessful bidders that their bids have been unsuccessful.

20. Signing of Agreement

Upon the receipt of the Notification of Award by the successful Bidder, Bidder shall fill the Agreement in accordance with Form of Agreement included in the Bid Document and submit the same to the **Director (Printing), Printing Section** immediately on the date of receipt of Notification of Award. **Printing Section** shall thereafter return the draft Agreement duly approved within ten days from its receipt and the Successful Bidder shall get the same engrossed, have the correct amount to stamp, duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the Successful Bidder, all at his own cost within a week from the receipt of the approved draft Agreement.

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 printer for a suitable period if fails to print and supply the Diaries in time. Further, if the quality/paper/printing/supply of the job has not been found satisfactory, the printer may also be disqualified for a suitable period as decided by the Secretariat.

Lok Sabha Secretariat reserves the right to blacklist a Bidder/Printer for a suitable period in case they fail to honour their Bid without sufficient grounds.

TERMS & CONDITIONS

1. Application

The general conditions shall apply in contracts made by the Lok Sabha Secretariat for the printing of Lok Sabha Diaries-2020.

2. Standards

The Job supplied under this Contract shall conform to the standards prescribed specifications mentioned there against the Job in the Financial Bid.
The Bidder should furnish the full specification of the Job offered in the Tender. No change shall be permitted after opening of Bids.

3. Performance Security Deposit (PSD)

3.1 Successful Bidder has to deposit PSD @ 10% of the total value of the contract **within 7 days** of Notification of the Award of Contract.

3.2 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 Receipts from the scheduled commercial banks in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Nationalised/Scheduled Bank. In case PSD is in the form of Bank Guarantee, such a Bank Guarantee should be from a Nationalised/Scheduled Bank and in the form provided in the **Annexure XI**.

3.3 This PSD should remain valid for a period of 60 days beyond the date of completion of all contractual obligations by the Firm. EMD will be refunded to the Successful Bidder on receipt of Performance Security Deposit. No interest will be paid by the Lok Sabha Secretariat to the Firm on the PSD.

3.4 PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period or for supply of goods of inferior quality, size, design or not conforming to sample.

4. Liquidated damages

If the printer fails to deliver the job of printing and supply of the Lok Sabha Diaries for the year 2020 within the period prescribed for delivery, the Lok Sabha Secretariat shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof.

5. Termination for Default

5.1 The Lok Sabha Secretariat may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the printer, terminate this contract in whole or in part, if :

(a) the printer fails to deliver the job;
(b) the job is not performed as per specifications provided to the printer;
(c) poor quality of printing, paper, material, etc.;
(d) short supply of the Diaries; and
(e) inordinate delay in supplying proofs/ferro proofs, dummies, finally printed Diaries.

5.2 In the event the LSS terminates the contract, LSS is free to execute the job or part of the job from other source at the risk and cost of the printer.

6. 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 arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. 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. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

7. Mode of Payment

Payment against Bill / Invoice shall be released only after satisfactory execution and receipt of full quantity of printed Diaries and after validation of the same by LSS officials. Payment will be made direct to the printer through **e-payment only**. Neither request for other mode of payment will be entertained **nor any advance payment will be made.**

8. Validity of rates

Rates/prices should be valid for **upto the completion of the job**. Rates/Prices shall remain fixed till completion of the job. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid with an adjustable price quotation will be treated as non responsive and will be rejected.

9. Change in quantity

Quantity given in the price bid is approximate depending on the usage of the Lok Sabha Secretariat. It may vary depending upon the actual usage and the printer should be able to supply the quantity mentioned in the Tender. LSS reserves the right to vary the quantity mentioned. If any additional requirement arises the printer will have to print and supply the Diaries at the same rate.

10. Agreement

The selected printer should sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure IX)**

11. Lok Sabha Secretariat's 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.

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.

12. Purchase Orders/ Delivery

Purchase Orders (POs) will be issued after signing the contract by the printer.

The Lok Sabha Secretariat shall examine whether the printed Diaries supplied are in conformity with requirements/specifications in terms of printing, layout designing, quality, size, colour, binding (cutting, wiro, etc.) before issuance of the same to the officers/ staff of the Lok Sabha Secretariat. In case the job is not found as per specifications/requirement of LSS, printer will have to print and supply the requisite quantity as a fresh on their own cost.

13. Penalty for substandard / inferior quality

Any loss or damage to the Lok Sabha Secretariat due to delayed/ defective/damaged / poor quality supply shall be recovered from the payable dues to the printer including PSD. Further the Printer/Press is liable for Blacklisting.

14. Supply in original packing

Each Diary need to be good quality shrink-packed (approved quality to be used and no single use plastic to be used). A pack of 25 Diaries to be packed in separate carton box laying flat to keep the safety of the Diaries. Carton will be wrapped with plastic strip/tape.

15. General/Others

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 order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited.

The bidders will be bound by the details furnished by them to LSS, while submitting the Tender or at subsequent stage. In case, any of such documents furnished by the Printer is found to be false at any stage, it would be deemed to be a breach of terms of Contract making them liable for **legal action besides termination of contract.**

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

1) 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 Enrollment"** on the CPP Portal which is free of charge.

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

3) 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.

4) 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.

5) 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.

6) 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 Tenders' 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 names and contents of each of the documents that need to be submitted. Any deviation 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 100 dpi 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 "My 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 sign digitally 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 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 Meeting.

ASSISTANCE TO BIDDERS

1) Any queries relating to the Tender Document and the Terms & 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.

ANNEXURE II

DETAILED SPECIFICATIONS OF THE LOK SABHA DIARIES-2020

1	Name of Job	Lok Sabha Diaries-2020 [Large, Medium & Small]
2	No. of copies* (approx.)	Large : 16,000 to 18,000 nos.; Medium : 2,000 to 3,000 nos. & Small : 2,000 to 3,000 nos.
3	Size (approx.)	Large : 24 cm. x 18 cm. Medium : 17 cm. x 10 cm. Small : 10½ cm. x 8 cm.
4	Paper	70 GSM Maplitho good quality paper (As per sample)
5	Process of Printing	High class full depth multi-colour/single colour offset printing using CTP thermal Kodak plates. Lok Sabha Secretariat (LSS) reserves the right to test the paper and other material at any time. Officials of LSS may visit the printing press and verify the printing of Diaries/Paper Quality, etc. during printing process. If any material used/being used for printing of Diaries are found of lower quality than the given specifications or not upto the mark the job will be rejected and no compensation will be paid for the same by the LSS.
6	Cover	Good quality hard cover board (1.4 mm) with section sewing perfect binding with PVC paper to be used; gold leaf printing of individual names of Members of Lok Sabha and Officers of the Secretariat in Hindi/English on the cover of approx. 1000 Diaries each; Emblem of Parliament and words "Parliament of India, Lok Sabha, भारतीय संसद, लोक सभा, 2020" are to be Gold embossed on cover of all diaries.
7	Inner & back	Colour photographs of Parliament Library Building, Parliament House, Parliament House Annexe, National Flag & Vande Mataram etc. are to be printing and pasted at the beginning of the Diaries on 210 GSM Art card with coating. Photographs will be provided by the Lok Sabha Secretariat. The photographs may be of low resolution, image corrections of the pictures through high resolution professional software have to be done by the printer.
8	Text	**Large** : (i) Composing and single colour offset printing by using CTP plates of first 60-70 pages, Personal Memoranda, Name & Telephone Numbers of Important Dignitaries, List of Parliamentary and Government of India Holidays for 2020, Calendar of years 2019, 2020 & 2021 and other information. (ii) Composing and three/four colour printing by using CTP plates of rest of the pages of Diary of about 366 pages in diglot version with giving single date in each page and 12 pages of Notes at the end. **Medium** : (i) Composing and single colour offset printing by using CTP plates of first 50-60 pages, Personal Memoranda, Name & Telephone Numbers of Important Dignitaries, List of Parliamentary and Government of India Holidays for 2020, Calendar of years 2019, 2020 & 2021 and other information. (ii) Composing and three/four colour printing by using CTP plates of rest of the pages of Diary of about 124 pages in diglot version with giving three dates alongwith a separate note pad of 4 pages for each month i.e. 48 pages note pad mentioning name of the month on the top of the pages to be annexed at the end. **Small** : (i) Composing and single colour offset printing by using CTP plates of first about 100 pages, Personal Memoranda, Name & Telephone Numbers of Important Dignitaries, List of Parliamentary and Government of India Holidays for 2020, Calendar of years 2019, 2020 & 2021 and other information. (ii) Composing and single colour printing of rest of the notes pages of Diary of about 40 pages. A separate note pad of 12 months (24 pages) to be annexed at the end. ***Proof Reading***: First proof reading of the text is to be done by the Secretariat. First proof is to be supplied by the Printer within three days after handing over of manuscript to the printer. Revised/ferro proof to be furnished until final approval of competent authority.

		Final proofs are to be thoroughly checked by the printer and will ensure all corrections, alterations, additions and deletions, etc. are carried out. Final printing must be error free in all respects. (a) Colour (Ink) of text**: (i) Dates, month and year and logo of Parliament to be printed in Green ink; (ii) All Saturdays/Sundays/Gazetted Holidays to be printed in Red ink; (iii) Other Holidays *i.e.* Restricted Holidays and Parliamentary Holidays to be printed in Blue ink; (iv) Rest of the text to be printed in Black ink. The printer will have to prepare layouts/designs on suggested pattern and provide proofs/dummy of Diaries for the approval of the competent authority. Dummies/Proofs, etc. must be provided/supplied to the Lok Sabha Secretariat as and when required. No additional cost will be paid for this work. The printer has to make arrangements for collecting manuscripts and proofs from the Secretariat immediately during office hours or as and when called for.
10	Binding	Hard Cover perfect binding with a very good quality PVC paper pasting
11	Packing	Each Diary need to be good quality shrink-packed (approved quality only, no single use plastic to be used). A pack of 25 Diaries to be packed in separate carton box laying flat to keep the safety of the Diaries. Carton has to be wrapped with plastic strip/tape. 2000 to 3000 nos. set of three Diaries (Large, Medium & Small) to be packed also in a separate single packing. (Each packed diary of a set to be packed in a separate shrink pack)
12	Delivery	First proof to be supplied within three days while subsequent proof by next day. As many as required number of proofs have to be supplied. All gold name embossed about 1000 diaries each + 1000 plain without name diaries are to be supplied within 10 days after the approval of the final proof. Delivery of next lot is to be supplied as per the schedule maintained by the Lok Sabha Secretariat. The printed diaries are to be supplied in packing of 25 Diaries in separate carton Box to the Distribution Branch/General Store Branch, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 alongwith properly arranged author proof and softcopy/C.D. of the text of the Diaries. Due to high security zone, the printer will have to make arrangements for lifting & checking of Diaries to security personnel on various points of security in Parliament House Complex. No additional cost will be paid for this work. Though the office timings of the LSS are from 10.00 AM to 6.00 PM (Monday to Friday) but proofs/layout designs/printed copies can be required at any time including Saturday/Sunday/Holiday even on beyond office hours, if the need arises. E-text of complete final Diaries has also to be submitted.

*** In the event of additional number of diaries, the printer has to reprint and supply the diaries on the agreed rates.**

**** The bidders may see the sample printed diaries to check specifications physically in Room No. 303, Parliament House Annexe from 10.00 AM to 6.00 PM on working days in order to have the exact idea of the material/specifications required.**

Note : 1. The bids submitted without the required physical documents will not be entertained.
2. The words superscribed as "For Sale Only" and Price of the diary at appropriate place on 7,000 Large diaries while on rest of the diaries with the word "Complementary" have to be printed.
3. Number of pages of all the diaries may increase/decrease.

ANNEXURE III

TECHNICAL BIDS
INFORMATION AND DOCUMENTS TO BE SUBMITTED

1. Name of the Tenderer / Printer/ Firm : ……………………………………………………………………………..

2. Address of the Tenderer / Printer/ Firm: ……………………………………………………………………………
……………………………………………………………………… ……………………………………………………………………

3. Contact details of the Tendering Firm/Printer:
(a) Tel. No. with STD (O)…………………………………. (Fax) …………………….. (R) ……………………………..
(b) Mobile No………………………….. (c) E-mail………………………………… (d) Website ………………..

4. Name of Proprietor/Partners/Directors of the firm alongwith PAN No.: …………………………………
……………………………………………………………………………… ……………………………………………………………

5. Bidder's bank Details:-
(i) Name of Account Holder: ……………………………………………………………………………………………………..

6. Complete A/c No. (Current/Saving)…………………………………………… ……………………………………….

7. Name of Bank ……………………………………………………… ……………………………………………………………

8. Name of Branch with complete Address …………………….. ……………………………………………………
……………………………………………………………………………………………… ………………………………………………

9. IFS Code of Branch ………………………………… ………………………………………………………………………
9 Digit MICR Code of Branch ……………………………… ………………………………………………………….
(Attach one copy of cancelled cheque leaf after cutting the cheque number).

10. Registration and incorporation particulars of firm: …………………… ……………………………………….
(Pl. attach copies of the relevant documents/certificates)

11. GST registration details ……………………………………………………… (Pl. attach copy of the relevant document/certificate).

12. Permanent Income Tax Number (PAN)/Income Tax Circle/TIN ……………………………………………….
(Pl. attach certified copies of last three years Income Tax Returns).

13. Copies of Income Tax Returns showing break-up of income filed for last three financial years ....
…………………………………………………………………………………………… ………………………………….

14. Annual turnover for the last three financial years ……..……
    ……..……
    (Audited balance sheets/Profit & Loss A/c duly audited by Chartered Accountant should be attached)

15. Proof of two years' experience in printing for any Govt./Semi Govt./Govt. Undertakings/ Autonomous organisations including printing of Diaries for at least one year .....

16. The printer must submit at least one diary printed by them for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisation. **This must be submitted physically on or before the closing date and time of bid submission end date** .....

17. The printer must submit at least one sample dummy of each Diary (three sizes) in complete shape duly bound (for paper, cover, binding material, PVC Paper/rexine, etc.) as per specifications given in Tender Document. **This must be submitted physically on or before the closing date and time of bid submission end date.**

18. Financial Bid Undertaking (Annexure-V)…… .....

19. Tender Acceptance Letter (Annexure-VI)…… .....

20. Declaration regarding blacklisting or otherwise by any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations (as per Annexure-VII) .....

21. Details of Earnest Money Deposit ……. .....
    …… .....

22. 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

Dated……

ANNEXURE IV

SAMPLE BOQ SHEET

Note : 1. Rates to be filled in BOQ sheet only in Financial Bid and do not scan and send this format with Technical Bid.

FINANCIAL BIDS (SAMPLE RATE SCHEDULE)

The below mentioned Financial Bid Format is provided as along with this Tender Document at https:/eprocure.gov.in/e-procure/app. Bidders/Printers 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 Financial bid template in any manner.** In case, if the same is found to be tampered/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.

FINANCIAL BIDS

RATE PER DIARY [All inclusive of paper, single-colour/multi-colour offset printing, layout designing, preparation of dummies/proofs/ferro proofs, binding (including material used), packing, delivery etc.] excluding GST*. & Gold Name printing per Diary*	**Large size Diary :** Rupees (in Figure) ..... Rupees (in words) .... **Medium size Diary :** Rupees (in Figure) ..... Rupees (in words) .... **Small size Diary :** Rupees (in Figure) ..... Rupees (in words) .... **Gold Name Printing (per Diary) :** Rupees (in Figure) ..... Rupees (in words) ....

*GST will be applicable as per existing govt. rules.

ANNEXURE V

FINANCIAL BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

……..

……..

To,

Joint Director (Printing)
Room No. 303, Printing Section,
Lok Sabha Secretariat,
Parliament House Annexe,
New Delhi-110001.

Dear Sir/Madam,

I/We submit the Financial Bid for the printing and supply of the **Lok Sabha Diaries 2020.**

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-IV.**

Yours faithfully,

Signature of authorized Representative with date

ANNEXURE VI

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date :……..

To

Joint Director (Printing)
Printing Section,
303, Parliament House Annexe,
Lok Sabha Secretariat,
New Delhi-110001.

Subject : Tender for the printing of Lok Sabha Diaries - 2020

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.

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (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.

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

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

5. 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 thereof 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 VII

DECLARATION

(TO BE GIVEN ON COMPANY LETTER HEAD)

To

Joint Director (Printing)
Printing Section, 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 *i.e.* Lok Sabha Diaries-2020.

2. I/We also confirm that in the event of our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office.

3. I/We further undertake that none of the Directors/Partners/Proprietors of the firm was or Directors/Partners/Proprietors of any firm with whom the Government have blacklisted/ banned / suspended business dealing. I/We further undertake that none of the Directors/Partners/Proprietors are facing any criminal case with any court of law. The firm is not facing any NPA of the Banks. 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 Directors/Partners/Proprietors 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 VIII

The following proforma of the check-list has to be filled by the Applicant

PROFORMA FOR THE **CHECK LIST**

Name and Address of Press/Firm : _____

_____

Contact No. _____

Name and address of contact person _____

alongwith Mobile No. : _____

DD/FD receipt/Banker's cheque or _____

bank guarantee No. & date

Regn. No. of Firm issued from Govt. Deptt. _____

PAN Card No. _____

GST Registration No.. _____

Income Tax Returns (last 3 financial years)	2015-16	_____
	2016-17	_____
	2017-18	_____
Balance Sheets/Profit & Loss Account	2015-16	_____
(for last 3 financial years) duly audited by CA	2016-17	_____
	2017-18	_____
Whether proof of two years' experience in printing for any Govt./Semi Govt./Govt. Undertakings/ Autonomous organisations including printing of Diaries for at least one year is submitted	Yes/No	_____
Whether sample diary printed for any Govt./Semi Govt./ Govt. Undertakings/Autonomous organisation is submitted physically on or before the closing date and time of bid submission end date	Yes/No	_____
Whether dummy of each Diary (3 nos.) in complete shape duly bound (for paper, cover, binding material, PVC Paper/rexine, etc.) as per specifications given in Tender Document is submitted physically on or before the closing date and time of bid submission end date	Yes/No	_____
Declaration reg. not blacklisted by any Govt./Semi Govt./Govt. Undertakings/ Autonomous organisations	Yes/No	_____
Whether Tender Acceptance Letter submitted	Yes/No	_____
Whether Financial Bid Undertaking submitted	Yes/No	_____

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

Dated: ..... Name with Designation of Authorised Signatory & Seal of the Firm

ANNEXURE IX

PROFORMA
Agreement for the printing and supply of THE LOK SABHA DIARIES - 2020

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

AGREEMENT

The agreement is made on this _____ day of _____, 2019 between M/s._____ herein referred to as the Printer under the name and style of M/s._____of the one part.

Lok Sabha Secretariat (LSS), acting through the **Joint Director (Ptg.),** hereinafter referred to as the other part whereas the said Printer has agreed with the **Lok Sabha Secretariat** for printing and supply of the required publication with the specifications.

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

01. The printer agrees to undertake the printing of the job as per the requirement and agreed to in their tender and the rates quoted by him/them. The rates are inclusive of all the levies taxes like freight and exclusive as the case may be insurance etc.

02. The printing of the job which are not in conformity with the requirements/specifications are liable to be rejected.

03. This contract shall be effective from the date of signing of the agreement.

04. The Printer shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the Secretariat. In case the Printer fails to adhere to prescribed time schedule and other deficiency is found in respect of quality of paper, cover, printing or layout, etc. the Security Deposit is liable to be forfeited and penalty can be imposed as deemed fit by the Secretariat.

05. The Security Deposit paid by the printer for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **Joint Director (Ptg.)/in-charge of the Printing Section** on behalf of the Lok Sabha Secretariat to appropriate the said sum to any damage, penalties and other sums which the printer may be required to pay in case the printer 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 without any interest after successful completion of the work at the end of the contract period including the extended period, if any.

07. That all disputes arising out of this contract will be referred to the arbitration of the arbitrator appointed by Secretary-General, Lok Sabha under the Arbitration and Conciliation Act,1996. The award of the arbitrator shall be final and binding on the parties to this contract. Provisions of the Indian Arbitration Act, 1996 and any statutory modification / enactments thereto and the rules made there under from time to time shall apply to such arbitration.

08. The 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 printer fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period, if any.

09. Lok Sabha Secretariat reserves the right to terminate the contract at any time without assigning any reason.

10. That the tender schedule, terms & conditions, technical specifications, delivery schedule, penalty clause, validity of rates, etc. shall also form part of the agreement.

11. That the printer acknowledges that they have fully acquainted themselves with all the terms and conditions and they shall not plead ignorance of the same. In witness whereof, the printer has set their hand and the Lok Sabha Secretariat has caused for and on their behalf to set their hand, the day and the year first above written.

Signature of the authorized official of the Printer/Firm	Signature of the authorized official of the Lok Sabha Secretariat
Signature:	Signature:
Name :	Name :
Address :	Address :

ANNEXURE X

FORMAT

AFFIDAVIT FOR THE PRINTING OF LOK SABHA DIARIES – 2020

(ON A NON JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED)

I, _____ sole proprietor/partner/authorized signatory of M/s._____sole proprietorship/partnership firm/public/private limited company, having its principal place of business/ registered office at _____ (Full Address) do hereby solemnly affirm and declare as under:-

1. *That I am the sole proprietor of M/s_____(Full Name of sole proprietor with residence address & PAN)

   Or

   *That ours is partnership firm having partners as under (Full Name of partners with residence address & PAN):

   (a)
   (b)
   (c)

   Or

   *That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.
2. That I hereby confirm and declare that my/our Firm/Press M/s_____ is not blacklisted/delisted or debarred with any Government/Semi Govt./Govt. Undertakings/Autonomous organisations as on date.
3. That I hereby confirm and declare that my/our firm/Press M/s _____ is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft.
4. That I hereby declare that our firm fulfill all qualification criteria and have all required necessary infrastructure available in-house for the printing of the job as per specifications mentioned in the Tender Document.
5. That I further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, my/our firm/company shall stand debarred from the present and future empanelment. Besides, Lok Sabha Secretariat shall be entitled to take all such actions as may be deemed fit including termination of contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract.
6. I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of the Proprietor with Seal)
DEPONENT

Verified at _____ on _____that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor with Seal)
DEPONENT

(Signature & Seal of Notary)

*(Delete which is not applicable while typing affidavit. If proprietorship, a registration certificate for the same; if partnership Firm, partnership deed; if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.)

PERFORMANCE SECURITY BOND FORM

In consideration of the Lok Sabha Secretariat (hereinafter called 'the Secretariat') having agreed to exempt _____ (Hereinafter called 'the said Contractor(s)' from the demand, under the terms & conditions of an Agreement No. _____ Dated _____ made between _____ (name of the firm) and Lok Sabha Secretariat for the supply of items (as per enclosure) (Hereinafter called 'the said Agreement'), of Performance Security for the due fulfillment by the said Contractor(s) of the terms & conditions contained in the said Agreement, on Production of a Bank Guarantee for Rs._____ we, (Name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request of (name of the Contractor) do hereby undertake to pay to the Secretariat an amount not exceeding to Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Secretariat by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We, _____ (Name the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Secretariat stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Secretariat by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Secretariat in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs. _____

3. We undertake to pay to the Secretariat any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have not claim against use for making such payment.

4. We, _____ (name of the Bank), further agree that the guarantee herein contained shall remain in full force and affect during for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor including warranty obligation. And that it shall continue to be enforceable till all the dues of the Secretariat under or by virtue of the said Agreement have

been fully paid and its claims satisfied or discharged or till _____ (Secretariat) certifies that the terms & conditions of the said Agreement have been full and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.

5. We, _____ (Name of the Bank) further agree with the Secretariat that the secretariat shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms & conditions of the said Agreement or to extend time of performance by the said contract (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretariat against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract(s) or for any forbearance, act or omission on the part of the Secretariat or any indulgence by Secretariat to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitutions to the Bank or the Contractor (s)/ Supplier (s).

7. We, _____ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the pervious consent of the Lok Sabha Secretariat in writing.

Dated the _____ day of _____ , Two thousand eighteen only.

For _____
(Indicate the name of the Bank)

Witnesses:- 1.

Telephone No. (s); _____
STD Code _____
FAX No. _____
E-Mail Address: _____