

Tender No. 8/Sanitary/2019-20/GPB

TENDER DOCUMENT

FOR

E-TENDERING

FOR

**SUPPLY OF SANITARY ITEMS TO LOK SABHA
SECRETARIAT ON ANNUAL RATE CONTRACT BASIS**

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

INDEX

| Sl.No. | Subject | Page no |
|---------------|---|----------------|
| 1 | Notice Inviting Tender | 3-5 |
| 2 | Instructions to the Bidders | 6-14 |
| 3 | Terms and Conditions | 15-20 |
| 4. | Annexures | |
| I. | Instructions for Online Bidding | 21-24 |
| II. | Technical Bids (Documents/certificates to be submitted with the Bid) | 25-26 |
| III. | Price Bids (Schedule of Rates) | 27-29 |
| IV. | Price Bid Undertaking | 30 |
| V. | Tender Acceptance Letter | 31 |
| VI. | Declaration Letter reg. Blacklisting | 32 |
| VII. | Letter of Authorization for attending the Bid Opening | 33 |
| VIII. | Specimen Performance Security Bond | 34-36 |
| IX. | Specimen Agreement for signing Contract | 37-38 |

**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 invites Online Bids on a Single Stage Basis under **Two Bid Systems, viz., Technical Bid and Financial Bid** from Manufacturers/Authorized Distributors/Dealers having their Offices in Delhi/NCR for the supply of **"Sanitary Items."**

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 | 21.02.2019 (1700 hours) |
| Bid Document Download Start Date | 21.02.2019 (1700 hours) |
| Bid Document Download End Date & Time | 13.03.2019 (up to 1500 hours) |
| Clarification Start Date | 21.02.2019 (1700 hours) |
| Clarification End Date & Time | 28.02.2019 (up to 1500 hours) |
| Date of reply to the clarification, if any | 06.03.2019 (1800 hours) |
| Bid submission Start Date & Time | 07.03.2019 (1000 hours) |
| Bid submission End Date & Time | 13.03.2019 (up to 1500 hours) |
| Bid Opening Date & Time | 18.03.2019 (1600 hours) |

3. Bid Submission:

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

Bidders/Contractors 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. Bidder 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> **will not be permitted to modify the Tender Form including downloaded Price Bid Template in any manner.** In case 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.

5. Intending Bidders 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 the 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. 20,000/- (Rupees Twenty 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 **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.** 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 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, i.e., 2015-16, 2016-17 & 2017-18;
- v) Proof of Experience of supplying the Sanitary Items to the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (Copy of Purchase Order issued during each of the Last Three Years, i.e., 2016, 2017 & 2018;
- vi) Audited Profit & Loss Account Statements for the Last Three Financial Years, i.e., 2015-16, 2016-17 & 2017-18;
- vii) Duly filled in Technical Data Sheet **Annexure-II**
- viii) Price Bid Undertaking as per **Annexure-IV**, Tender Acceptance Letter as per **Annexure-V**, Declaration regarding Blacklisting or otherwise as per **Annexure-VI**, and Letter of Authorization for attending the Bid Opening as per **Annexure-VII**.

FINANCIAL BID

13. Schedule of Rate/Price Bid is in the form of **“V3_BOQ_ItemWise_Template.xls”**

**Director
General Procurement Branch
Lok Sabha Secretariat**

INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i) 'The Purchaser' means the Lok Sabha Secretariat.
- (ii) 'The Bidder' means the individual or Firm/Company who participates in this Tender and submits Bid.
- (iii) 'The Supplier' means the individual or Firm supplying the Goods under the Contract.
- (iv) 'The Contract Price' means the price payable to the Supplier under the Purchase Order for the full and proper performance of its Contractual Obligation.

2. Bid Document

- (i) Instructions to the Bidder
- (ii) Terms and Conditions of the Tender
- (iii) Technical Bid Format
- (iv) Financial/Price Bid Format (Price Schedule)

2.1 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.

3. Minimum Eligibility Criteria:-

Bidders should:

- (i) be an Indian Company/Firm engaged in supplying Sanitary Items in Delhi/NCR and having their Office in Delhi/NCR.
- (ii) have **Minimum Three Years of Experience** of supplying quoted items to the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (Copy of Purchase Order issued during each of the Last Three Years, i.e., 2016, 2017 & 2018 to be uploaded);
- (iii) have Minimum Turnover of **Rs. 20 Lakhs** per year during each of the Last Three Financial Years, i.e., 2015-16, 2016-17 & 2017-18 (valid and certified proof is to be uploaded).
- (v) not have been Blacklisted by the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies. (Declaration has to be submitted in the prescribed format- **(Annexure-VI)**).

The Financial/Price Bids for the Bidder whose Technical Bids found complete and conform the Eligibility Criteria, shall be opened.

4. 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) Duly filled in Technical Data Sheet (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, i.e., 2015-16, 2016-17, 2017-18;**
- (vi) Proof of Experience of supplying quoted items to the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (Copy of Purchase Order issued during each of the Last Three Years, i.e., 2016, 2017 & 2018);**
- (vii) Audited Profit & Loss Account Statements for the Last Three Financial Years, i.e., 2015-16, 2016-17 & 2017-18;**
- (viii) Price Bid Undertaking as per Annexure-IV, Tender Acceptance Letter as per Annexure-V, Declaration regarding Blacklisting or otherwise as per Annexure-VI, and Letter of Authorization for attending the Bid Opening as per Annexure-VII.**

5. Bid Security/Earnest Money Deposit (EMD)

5.1 The Earnest Money Deposit (EMD) of **Rs. 20,000/- (Rupees Twenty 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 Director, General Procurement Branch, Room no. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001**" on or before the opening of Tender. The Purchaser will not take any responsibility for delay or non-receipt.

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

5.3 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.

5.4 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.

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

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

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

5.8 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.

5.9 The Bid Security may be forfeited:

- (a) If a Bidder withdraws his 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) sign the Contract,
 - (ii) furnish the Performance Security within the time specified in the Document.

6. 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.

7. Amendment of Bid Document

7.1 At any time prior to 'Bid Submission Start Date' indicated in Critical Date Sheet, the Purchaser 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.

7.2 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.

8. Rejection of incomplete and conditional Tenders

The incomplete and Conditional Tenders will be rejected. **Quoting unrealistic rates will be treated as disqualification.**

9. Non Transferability

This Tender is non transferable.

10. Preparation and Uploading of e-Tender

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

10.2 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.

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

11. Documents comprising the Bid

11.1 The Bid should consist of all the Documents/Certificates as mentioned in Clause 4 of Instructions to the Bidders, Price Bids, etc., required to be uploaded in the e-Procurement System.

11.2 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.

12. Bid Pricing

12.1 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.

12.2 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.

12.3 Rates/prices should be valid for **One Year** from the date of signing of the Agreement. Rates/Prices shall remain fixed during the entire period of Contract, i.e., One Year. 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.

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

13. 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 Purchaser as non-responsive.

14. 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.

15. Deadline for submission of Bids

15.1 Bids must be uploaded in the CPPP Portal on or before the prescribed date and time mentioned in the Critical Date Sheet of **NOTICE INVITING TENDEER (NIT)**.

15.2 **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 Purchaser and the Bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

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

15.4 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.

16. Opening of Bids

16.1 On the date and time indicated in the '**Critical Date Sheet**' of **Notice Inviting Tender (NIT)** 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**'.

16.2 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.

17. Clarification on Bids

17.1 To assist in the examination, evaluation and comparison of Tenders, the Purchaser may ask the Bidders individually for clarification of their Tenders.

17.2 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 Purchaser during the evaluation of the Tenders.

17.3 The Bidder shall promptly provide all necessary information and documents to be submitted to the Purchaser 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.

18. Technical Evaluation

18.1 The Purchaser shall carry out the evaluation solely based on the uploaded Certificates/Documents in the e-Procurement system.

18.2 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.

18.3 Prior to Financial Evaluation, the Purchaser 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.**

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

19. Financial Evaluation and Comparison of Substantially Technically Responsive Bids

19.1 The Purchaser shall carry out the evaluation solely based on the uploaded Schedule of Rates (Price Bids) in the e-Procurement system.

19.2 The **Financial Bids** of Technically Qualified Bidders only will be recommended for opening and consideration by the Competent Committee/Purchase Committee/Authority. The said Committee 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.

19.3 The Purchaser 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.**

19.4 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.

20. Contacting the Purchasers

20.1 No Bidder shall try to influence the Purchaser on any matter relating to their Bid, from the time of the Bid opening till the time Contract is awarded.

20.2 Any effort by the Bidder to influence the Purchaser in the Purchaser's Bid Evaluation, Bid Comparison or Contract Award decision shall result in the rejection of the Bid.

21. 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.

22. Right to accept/reject any or all Bids

The Purchaser 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 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.

23. Notification of Award

23.1 Prior to the expiration of the prescribed period of Bid Validity, the **Director, General Procurement Branch** will notify the Successful Bidder on CPPP Portal that his Bid has been found successful.

23.2 The Notification of Award will constitute the formation of the Contract.

23.3 Upon furnishing of Performance Security Deposit by the Successful Bidder in accordance with the provisions of Clause 3 of Terms & Conditions of the Tender, **Director, General Procurement Branch** will notify on CPP Portal the Unsuccessful Bidders that their Bids have been unsuccessful.

24. 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, General Procurement Branch** within a week of the date of receipt of Notification of Award. **General Procurement Branch** shall return the draft duly approved within ten days from the receipt of the draft 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 two weeks from the receipt of the approved draft.

25. Annulment of the Award

25.1 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 Purchaser may make the award to any other Bidder at the discretion of the Purchaser or call for New Bids.

25.2 Purchaser reserves the right to disqualify the Supplier for a suitable period who fails to supply the item in time. Further, the Suppliers whose items do not perform satisfactorily or the quality of which is not satisfactory may also be disqualified for a suitable period as decided by the Purchaser.

25.3 Purchaser reserves the right to Blacklist a Bidder for a suitable period in case he fails to honour his Bid without sufficient grounds.

TERMS & CONDITIONS

1. Application

The general conditions shall apply in Contracts made by the Purchaser for the procurement of Goods.

2. Standards

2.1 The Goods supplied under this Contract shall conform to the standards prescribed specifications mentioned there against the Goods in the Financial Bid.

2.2 The Bidder should furnish the full Specification of the Goods offered in the Tender. No change shall be permitted after opening of Bids.

3. Performance Security Deposit (PSD)

3.1. Successful Bidders have to deposit PSD @ 5% of Annual Contract value **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 receipt from a Scheduled Commercial Bank in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Nationalized/Scheduled Bank. In case PSD is in the form of Bank Guarantee, such a Bank Guarantee should be from a Nationalized/Scheduled Bank and in the form provided in the **Annexure-VIII**.

3.3 The PSD should remain **valid** for a period of **Sixty Days** beyond the date of completion of all contractual obligations by the Supplier including Warranty Obligation, if any. EMD will be refunded to the Successful Bidder on receipt of Performance Security.

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 samples/specifications of quoted item.

4. Liquidated Damages

If the Supplier fails to deliver the items or any consignment thereof within the period prescribed for delivery, the Purchaser 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. **In case no supply is made even after expiry of 30 days from the date of issue of order of supply, the amount of Security Deposit shall be forfeited and the Contract shall stand terminated. However, if the Purchaser is satisfied that the delay in supply was caused by the circumstances beyond the Contract of the Supplier, they may grant him in writing extension of time which will not exceed 30 days which shall not be extended again.**

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, and deliveries 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 Purchase as to whether the deliveries 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 on Default

6.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written Notice of default, sent to the supplier, terminate this Contract in whole or in part, if

- (a) the Supplier fails to deliver any or all the Goods/items within the time period (s) specified in the Purchase Orders, or any extension thereof granted by the Purchaser;
- (b) the Supplier fails to perform any other obligation(s) under the Contract; and

- (c) the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default Notice from the Purchaser.
- (d) Supply of defective Goods not conforming to Samples, poor Quality, Design, Brand, etc.,.

6.2 In the event the Purchaser terminates the Contract in whole or in part pursuant to Para 6.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar Goods. However the Supplier shall continue the Performance of the Contract to the extent not terminated. The Purchaser is free to procure the undelivered / delayed/defective supply from other source at the risk and cost of the Supplier.

7. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written Notice to the Supplier, without compensation to the Supplier. If the Supplier 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 Purchaser.

8. Set Off Clause

Any sum of money due and payable to the Supplier (including Performance Security Deposit refundable to him) under this Contract may be appropriated by the Purchaser or the Lok Sabha Secretariat or any other person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or LSS or such other person or person(s) for payment of sum of money arising out to this Contract or under any other Contract made by the Supplier with the Purchaser or LSS or such other person(s) contracting through the LSS.

9. 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 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.

10. Mode of Payment

10.1 Payment against Bill / Invoice shall be released only after execution of the Supply Order and the Quality of the Items are found to the satisfaction of the LSS. Payment will be made direct to the Supplier through **e-payment only**.

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

11. Change in Quantity

Quantity given in the Price Bid is approximate depending on the usage of the Purchaser/LSS. It may likely to vary depending upon the actual usage and the selected firms should be able to supply the quantity mentioned in the Tender. LSS reserves the right to vary the quantity mentioned.

12. Agreement

The selected Bidder should sign an Agreement with the Lok Sabha Secretariat (LSS) as per the Specimen (**Annexure -IX**)

13. Purchaser's Rights

13.1 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.

13.2 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 their Bids.

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

13.4 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.

14. Frequency of Purchase orders/ Delivery

14.1 Purchase Orders (POs) will be issued as and when demand arises. **The Delivery has to be effected within 10 working days or a period even lesser than that owing to exigencies of the situation on mutually agreed upon date and time between the Purchaser and the Supplier.** However, **LSS reserve the right to get the supply immediately depending upon the urgent requirement especially during Parliament Session.** The name and mobile number of the nodal person, who can be contacted at any time, even beyond office hours and on holidays should be provided to this office. In case, the Firm fails to supply the required quantity **within stipulated period of time** from the receipt of Supply Order, the material will be procured from other sources and the difference of cost, if any, will be recovered from **Performance Security Deposit (PSD)** by issuing Notice and necessary action for **Blacklisting** the Firm may also be taken.

14.2 The Inspection Team of Lok Sabha Secretariat shall inspect the items on receipt to examine whether the items supplied are in conformity with requirements/specifications in terms of Make, Model, Quality, Size, Colour, Shade, Dimensions, etc. before issuance of the same to the officers/ staff of the Purchaser. In case the inspection team rejects the consignment for not conforming to the required specifications the supplier has to replace the consignment ensuring conforming to the required specifications within the given time.

14.3 Any loss or damage to the Purchaser due to delayed / defective /damaged / poor quality supply shall be recovered from the payable dues to the Supplier including PSD.

15. Penalty for Sub-standard / Inferior Quality of Items

15.1 A penalty of 20% of P.O shall be imposed on the Supplier for supplying items which are sub-standard (inferior quality)/ not as per approved sample, if any. Further the Firm is liable for Blacklisting.

15.2 If the Selected Bidder/Firm does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from

another Firm and the Bidder will have to reimburse the additional expenditure, if any, incurred by the Purchaser.

16. Validity of Rates

Rates quoted should be valid for one year from the date of signing of the Contract. Bids quoting the Rates valid for periods less than one year will be considered non-responsive.

17. Supply in Original Packing

Items shall be supplied in Original Packing from the Manufacturer clearly indicating Manufacturing Date, Place and Price. The supply shall be completed as prescribed in Purchase Order.

18. Guarantee/Warranty

18.1 Minimum Guarantee/Warranty of the item should be at least one year from the date of delivery.

18.2 In the event of any Manufacturing defects of item, the Firm/Bidder has to replace the same free of cost.

19. General/Others

19.1 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.

19.2 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 him / her is found to be false at any stage, it would be deemed to be a breach of Terms of Contract making him / her liable for **legal action besides termination of Contract.**

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 the Names and Content 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 Document (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 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 (ie 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 Meeting.

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

INFORMATION AND DOCUMENTS TO BE SUBMITTED

- 1 Name of the Bidding Firm/Agency/Company:
- 2 Address of the Bidding Firm/Agency/Company:.....
.....
- 3 Contact details of the Bidding Firm/Agency:
(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/Agency:
.....
.....
- 5 Bidder's Bank Details:-
 - (i) Name of Account Holder:
 - (ii) Complete A/c No. (Current/Saving).....
 - (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 cancelled Cheque leaf after cutting the Cheque number).
- 6 Registration and Incorporation particulars of Firm:
- (Upload copies of the relevant Documents/Certificates)
- 7 GST Registration Details
- (Upload copy of the relevant Document/Certificate)
- 8 Permanent Income Tax Number (PAN)/Income Tax Circle/TIN

9. Copies of Income Tax Returns filed for the Last Three Financial years, 2015-16, 2016-17 & 2017-18
10. Annual Turnover for the Last Three Financial Years, i.e, 2015-16, 2016-17 & 2017-18
(Audited Balance Sheets and Profit & Loss A/c Statement should be uploaded)
12. Proof of Experience issued by Deptts./Ministries of Govt of India/PSUs/Autonomous Bodies of Govt. of India during the Last Three Years, i.e., 2016, 2017 & 2018.....
13. Price Bid Undertaking (**Annexure – IV**).....
14. Tender Acceptance Letter (**Annexure-V**)
15. Declaration regarding Blacklisting or otherwise by the Govt. Departments (as per **Annexure-VI**)
16. Details of Earnest Money Deposit
17. 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 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/eprocure/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 if 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.

| Sl. no | Description of Items | Quantity (approx required) | MRP (in Rs.) | Rate per Unit offered to LSS (Rs.) | GST per unit if any (Rs.) | Total Amount per unit (Rs.) |
|------------------------------|--|----------------------------|--------------|------------------------------------|---------------------------|-----------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 (5+6) |
| Liquid cleaning items | | | | | | |
| 1 | Phenyle (Bengal Chemicals) 5 ltr. Jar/tin) | 50 tins/jars | | | | |
| 2 | Baygon Spray, 5 ltr . Jar/Tin, Baygon spray | 100 tins/jars | | | | |
| 3 | Colin (Glass cleaner) Reckitt Benckiser) 500 ml. each bottle | 2000 bottles | | | | |
| 4 | Lizol, Floor Cleaner, 02 ltr. jar | 100 jar | | | | |
| Solid cleaning items | | | | | | |
| 5 | Duster (White) Length 36"X36" | 5000 pieces | | | | |
| 6 | Duster (Yellow) Length 36"X36" | 5000 pieces | | | | |
| 7 | Dhoti old (5 mtr) | 500 pieces | | | | |
| Soaps/ Detergents | | | | | | |
| 8 | Harpic (500ml) Reckitt Benckiser | 500 pieces | | | | |
| 9 | Harpic Flush Marble tikia 100 gm (Reckitt Benckiser make) | 300 pieces | | | | |
| 10 | Soap (lifebuoy) (Hindustan Unilever) Weight 100gms | 5000 pieces | | | | |

| | | | | | | |
|------------------------------|---|-------------|--|--|--|--|
| 11 | Liquid soap (5 ltr. Jar) FEM make Dabur India | 1000 jars | | | | |
| 12 | Washing powder, Fena make Weight 1 kg pack | 100 kg | | | | |
| 13 | Vim bar Soap Weight 300 gms | 100 pieces | | | | |
| 14 | Vim Powder Weight 1kg pack | 500 kgs. | | | | |
| 15 | Pril liquid (Galaxy Health Care) Weight 500 ml | 50 pieces | | | | |
| 16 | Dettol Liquid Hand Wash Weight 900 ml | 100 pieces | | | | |
| 17 | Dettol Soap Weight 75 gms | 50 pieces | | | | |
| 18 | Dettol Surface Wash, 500 ML | 50 nos. | | | | |
| Cleaning Instruments | | | | | | |
| 19 | Sweeping Swab Length 36"X36" (as per sample) | 1500 Pieces | | | | |
| 20 | Floor wipers 5 ft long with 24 inch blade | 100 pieces | | | | |
| 21 | Brush Commode (hockey type) (Standard Size) | 100 pieces | | | | |
| 22 | Broom Phool (Phool Jharu) Weight -600 gms (Gulab Rai) | 400 pieces | | | | |
| 23 | Broom Nariyal, 500 gm wt. | 50 pieces | | | | |
| 24 | Road Broom with bamboo (Broom 1 kg without bamboo), (bamboos Standard Size) | 50 pieces | | | | |
| 25 | Scrub pads (Jhoona), Plastic | 100 pieces | | | | |
| 26 | Brush with long Bamboo (jala), Standard Size | 50 pieces | | | | |
| 27 | Scotch Brite Steel Juna | 25 pieces | | | | |
| 28 | Mop Medium Size | 50 nos. | | | | |
| Deodarants/Repellants | | | | | | |
| 29 | Naphthalene Balls (1 kg packet) Bengal Chemicals Make | 50 kgs | | | | |
| 30 | Naphthalene bricks (500gm) Tirshul Make | 1000 pieces | | | | |
| 31 | Odonil (Dabur make) 100 gms pack | 2000 pieces | | | | |
| 32 | Ambi Pur Air effect Room Spray, 275 gm, P&G make | 1000 pieces | | | | |
| 33 | All-out refill (Johnson) (45 night) | 100 pieces | | | | |
| 34 | All out machines Make (Johnson) (with Refill) | 50 pieces | | | | |
| 35 | Goodnight mat make (Godrej), 30 pcs. In one pkt. | 50 pkt. | | | | |

| | | | | | | |
|----|--|-----------|--|--|--|--|
| 36 | Goodnight Coil (Godrej), 10 pcs. In one pkt. | 50 pkt. | | | | |
| 37 | HIT Black Spray make (Godrej) 400 ml | 50 pieces | | | | |
| 38 | HIT Red Spray make (Godrej) 400 ml | 50 pieces | | | | |
| 39 | Tissue Paper (Premier make) (In box), Each pack with 100 pieces (in box) | 500 box | | | | |
| 40 | Toilet Paper Roll (Wintex make), 120 mtr. each roll | 50 rolls | | | | |
| 41 | Pump Finit, Plastic | 50 pieces | | | | |
| 42 | Agarbatti (Haridarshan), Each pack with 15 sticks | 100 pkts. | | | | |
| 43 | Dust Pan, plastic, 12" | 50 nos. | | | | |
| 44 | Dettol Liquid Antiseptic, 500 ML | 50 nos. | | | | |
| 45 | Lime Powder (White Chuna) | 200 kgs. | | | | |
| 46 | Mosquito Racket, Good Quality | 20 nos. | | | | |
| 47 | Scotch Brite, Green | 25 nos. | | | | |

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 **Sanitary Items** 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 with date

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>.

2. I/We hereby certify that I/we have read the entire Terms and Conditions of the Tender Documents from Page No.to (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)

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
..... of 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

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 and Conditions of an Agreement No. ----- Dated ----- made between ----- and ----- for the supply of ----- (Hereinafter called 'the said Agreement'), of Performance Security for the due fulfillment by the said Contractor (s) of the Terms and Conditions contained in the said Agreement, on Production of a Bank Guarantee for ----- we, (Name of the Bank) ----- (hereinafter referred to as 'the Bank') at the request of -----(Name of the Contractor (s) do hereby undertake to pay to the Secretariat an amount not exceeding ----- 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 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-----

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 full paid and its claims satisfied or discharged or till -----
----- (Secretariat) certifies that the Terms and 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 and 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 Nineteen only.

For -----
(Indicate the Name of the Bank)

Witnesses:-
1.

Telephone No. (s):- -----

STD Code- -----

FAX No. -----

E-Mail Address:- -----

SPECIMEN AGREEMENT

To be executed at the time of entering into Agreement before placing order.

The Agreement is made on this.....day of2019 between M/s..... herein referred to as the Contractor of the one part and **Lok Sabha Secretariat (LSS)**, acting through the **Director, General Procurement Branch**, hereinafter referred to as the other part whereas the said Contractor has agreed with the **Lok Sabha Secretariat**, for supply of required items in conformity with the Requirements & Specifications.

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

1. The Contractor agrees to undertake to supplyas per the requirement as agreed to in their Bid uploaded on CPPP on the rates quoted by him/them.
2. The supply of which are not in conformity with the Requirements/ Specifications are liable to be rejected.
3. This Contract shall be effective from.....to The Tender is valid for a period of one year from the date of Signing of the Agreement. The Contract may be extended with the same Terms & Conditions and Rates for three more months with the consent of both the Parties. The Contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the Secretariat. If the Supplier fails to deliver the Store or any consignment thereof within the period prescribed for delivery with specification etc. mentioned in the Purchase Order (PO), the Purchaser 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.
4. The Security Deposit paid by the Contractor for due and faithful performance of the Contract by the Contractor of all and several covenants herein contained of his part to be observed with full power. **Director, General Procurement Branch** on behalf of the Lok Sabha Secretariat will be entitled to appropriate the said sum to any damage, penalties and other sums which the Contractor may be required to pay in case the Contractor fails to perform /fulfill or to keep and observe all or any of the said Conditions of the Agreement on his part herein after contained.

5. The Performance Security Deposit (PSD) shall be released after two months after Successful Completion of the Work at the end of the Contract period including the Warranty or extended period, if any.
6. 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.
7. The Performance Security Deposit (PSD) is liable to be forfeited by the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the Contractor fails to undertake the Contract Work, as per the Work Orders and as per the Terms and Conditions given in Tender Schedule during the Currency of the Contract including the extended period if any.
8. That the Tender Schedule, Instructions to the Bidders and Terms and Conditions, etc shall also form part of the Agreement.

That the Contractor 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
Company/Firm

Signature of the Authorized Official of
the Lok Sabha Secretariat (LSS)

Signature:
Name :
Address :

Signature:
Name :
Address :

WITNESSES

1.

1.