

Tender No. LAFEAS-GPB031/1/2019-GPB

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

LIMITED TENDER DOCUMENT

FOR

**PROCUREMENT OF BRIEFCASES / LEATHER BAGS & PEN SETS' FOR NEWLY
ELECTED MEMBERS OF 17TH LOK SABHA**

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*www.loksabha.nic.in***

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ELECTED MEMBERS OF 17TH LOK SABHA**

INDEX

Sl.No.	Subject	Page no.
1	Letter requesting for Bids	03
2	Instructions to the Bidders	04
3	Terms and Conditions of the Tender	14
4.	Information /documents to be submitted along with the Bid	19
5.	Schedule of Rates (Financial Bid)	21
	Annexures	
I.	Declaration (indicating blacklisting or otherwise	23
II.	Authorization for attending the Bid opening	24
III.	Performance Security Bond Form	25

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

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

F. No. LAFEAS-GPB031/1/2019-GPB

29.03.2019

From

**K.C. Pandey
Deputy Secretary**

To

All concerned

Subject: Limited Tender for Procurement of Briefcases / Leather Bags & Pen Sets for newly elected Members of 17th Lok Sabha.

Sir/Madam,

This Secretariat intends to procure Briefcases / Leather Bags & Pen Sets for newly elected Members of Lok Sabha Secretariat. Accordingly, Quotations are invited from the firms dealing with said items.

2. The Limited Tender document consists of (i) Instructions to the bidders (ii) Terms and Conditions (iii) Documents/Certificates to be submitted with the Bid (iv) Schedule of Rates and annexures. The Tender document can be downloaded from www.loksabha.nic.in. Bidders are requested to go through the instructions to the bidders and Terms and Conditions contained in the Tender document.

3. The last date of submission of the Bids / quotations is 15.04.2019

Yours sincerely,

Sd/-

**DEPUTY SECRETARY
Tel. Nos. 2303 4408
e-mail: gpb-lss@sansad.nic.in**

PROCUREMENT OF BRIEFCASES / LEATHER BAGS & PEN SETS' FOR NEWLY ELECTED MEMBERS OF 17TH LOK SABHA

Tender No. LAFEAS-GPB031/1/2019-GPB

Last date of submission of the Bids : 15.04.2019 (1500 hrs.)

Date of opening of Bid : 15.04.2019 (1700 hrs.)

INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i) 'The Purchaser' means the Lok Sabha Secretariat.
- (ii) 'The Bidder' means the individual or firm 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

2.1 The Bid Document consist of the following:-

- (i) Instructions to the Bidder
- (ii) Terms and Conditions of the Tender
- (iii) Information & Documents required to be submitted along with the Bid
- (iv) Financial Bid Format (price schedule)

2.2 The bidder(s) is/are expected to examine all Instructions and Terms & 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. Documents/ Certificates

The bidders are required to submit Bid enclosing therewith photo copies of the following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily rejected and will not be considered any further:-

- (a) Registration Certificate as per existing norms (indicating the legal status— company/partnership firm/proprietorship concern, etc.);
- (b) Registration Certificate of GST;
- (c) Copy of PAN Card;
- (d) Copies of Income Tax Returns filed for last three financial years;

- (e) Copies of audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for the last three financial years;
- (f) Proof of experience of supplying to the Government Departments /PSUs **(Copies of Purchase Orders received from Government Departments / PSUs during each of last three years should be enclosed);**
- (h) Declaration regarding blacklisting or otherwise (Annexure-I)

4. Clarification on Bid document

A prospective bidder requiring any clarification on the Bid Documents may notify the General Procurement Branch (Deputy Secretary (GP), General Procurement Branch, Lok Sabha Secretariat) in writing or by e-mail at the mailing address **gpb-lss@sansad.nic.in**. Such requests for clarification should be sent not later than five days prior to original or extended deadline for submission of the Bids. Explanation to the query, if any, without disclosing the sources of the inquiry will be uploaded on to LSS website: **www.loksabha.nic.in** for the benefit of all the prospective bidders.

5. Amendment of Bid document

5.1 At any time prior to the deadline for submission of Bids, 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 amendment. The corrigendum/addendum/amendment will be uploaded onto Lok Sabha website www.loksabha.nic.in for the benefit of all the prospective bidders.

5.2 In order to give prospective bidders reasonable time for taking an amendment into account in preparing their Bids, the Director (GP&PAC), General Procurement Branch may at his discretion, extend the deadline for the submission of Bids.

6. Rejection of incomplete and conditional tenders

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

7. Non transferability

This tender is non transferable.

8. Minimum Eligibility Criteria:-

Bidders should:-

- (i) be an Indian company/firm engaged in **supplying Briefcases / Leather Bags & Pen Sets** in bulk in Delhi/NCR and having its office (head office / regional / Branch Office) in Delhi/NCR;

- (ii) have minimum **three years of experience** of **supplying Briefcases / Leather Bags & Pen Sets** in bulk to the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (*Copies of two Purchase Orders issued during each of the last three years should be enclosed*);
- (iii) have minimum turnover of **Rs. 40 lakh** per year during each of the last three financial years (valid and certified proof has to be attached)
- (iv) not have been blacklisted by the Deptts./Ministries of the Govt. of India/PSUs (*Declaration has to be submitted in the prescribed format-(Annexure-I)*).
- (v) **be able to supply all 550 Briefcases / Leather Bags & Pen Sets of same colour, size and quality in one lot with free replacement guarantee in case of any defect in the product.**

However, it is informed that mere fulfilment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

9. Preparation of Bids

Language of Bid

The Bid prepared 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.

10. Documents comprising the Bid

The Bid should be sealed in a separate cover and super scribed "**Bid for supplying of Briefcases / Leather Bags & Pen Sets**" and the Bid shall comprise the following:

- (i) The information / documents required to be submitted (Refer page nos. 19-20) and;
- (ii) The schedule of rates (Financial Bid) duly filled in specifying the rates / price in the format therein.

N.B. : **All the documents submitted in the Bid must be legible and self attested. Otherwise the Bid is likely to be rejected.**

11. Bid Prices

11.1 The rates should be quoted in **Indian Rupees only in figures as well as words**. Goods and Services Tax, packing, forwarding etc., 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.

11.2 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.

11.3 **Rates/price should be valid for one year from the date of issue of first Purchase order (PO)** and shall not be subject to variation on any account. However, in case of decrease in prices. the benefit shall be passed on to the Purchaser. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. A Bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.

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

12. Bid Security/Earnest Money Deposit (EMD)

12.1 The Earnest Money Deposit (EMD) @ 2% of the Bid value i.e. Rs. 40,000/- in the form of banker's cheque/Demand Draft drawn in favour of '**Drawing and Disbursing Officer, Lok Sabha**' shall accompany the Bid.

12.2 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.

12.3 A Bid received without Bid security (EMD) shall be rejected as non responsive at the Bid opening stage and returned to the bidder unopened.

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

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

12.6 **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.**

12.7 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.

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 receiving the same. A Bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

14. Signing of the Bids

14.1 **The Bid shall be typed or printed.** All pages of the Bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof. Handwritten Bids shall be summarily rejected.

14.2 All entries in the Bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

14.3 The Bid shall contain no interlineations, erasures or overwriting except necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the Bid.

15. Submission of Bid

Sealing, Marking & Submission

15.1 The Bid shall be submitted in accordance with the procedure detailed herein .

- (i) Specified documents shall be enclosed in envelop of appropriate size each of which shall be sealed.
- (ii) **Envelop No. 1:** Shall contain the Bid security/EMD as indicated in clause 12.1 of these instructions to bidders.
- (iii) **Envelop No. 2:** Shall contain
 - (a) All the information and documents in the same serial order as given in **page nos. 19-20** of this Tender document. A covering letter also should accompany the Bid, and;
 - (b) shall contain the Rates/Prices of the items duly filled in (Schedule of rates) and signed and stamped. The bidder must fill up quoted price against each item in the space provided in the respective columns.

N.B. : Price should not be indicated in any of the documents enclosed in envelop 1 and / or 2.

15.2 All the above two envelopes shall bear the Name of the Work i.e. Supply of Leather Bags / Briefcase & Pen Sets alongwith Tender Number, due date and time and shall be sealed in a third envelope (third envelope also should bear the name of the work as described above along with Tender number, due date and time) and addressed to **The Deputy Secretary (GP), General Procurement Branch, Room No. 408, Lok Sabha Secretariat, Parliament House Annexe, Parliament Street, New Delhi - 110001** and must reach on or before **15.4.2019 by 1500 hrs.** If the date on which the Tender is opened for acceptance is declared to be a holiday, the Tenders shall be deemed to remain open for acceptance till the next working day.

15.3 **The bidders must submit samples of Briefcases / Leather Bags & Pen Sets for which rates are quoted along with their Bid. The Bid not accompanied by the sample will be summarily rejected.** The samples will be returned after selection of the bidder. The samples which are not selected shall have to be taken back by the firms concerned from Room No. 408, Parliament House Annexe, New Delhi, within a fortnight. In case these are not taken back within the stipulated time, the purchaser will not be responsible for any damage/loss of samples. **The selected sample will be kept for record.**

15.4 Bids may be hand delivered at the address mentioned in clause 15.2

15.5 All the envelopes shall indicate the name and address of the bidder to enable the Bid to be returned unopened, if required.

15.6 The bidder shall seal the Bid.

16. Deadline for submission of Bids

16.1 Bids must be submitted to **the Deputy Secretary (GP), General Procurement Branch, Lok Sabha Secretariat, Parliament House Annexe, Parliament Street, New Delhi - 110001** on or before the prescribed date and time i.e. on or before 15.04.2019 by 1500 hrs.

16.2 No Bids will be received/accepted after the expiry of the prescribed date and time for submission of the Bids.

16.3 **Director (GP&PAC), General Procurement Branch, Lok Sabha Secretariat,** may, at his discretion, extend the deadline for submission of 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.

16.4 The responsibility for submission of the Bids in time would rest with the bidder.

16.5 Fax/e-mail offers will be treated as defective, invalid and rejected. Only detailed complete Bids received prior to the closing time and date of the Bids will be taken as valid;

16.6 Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

17. Modification and withdrawal of Bids:

17.1 The bidder may modify or withdraw his Bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of the Bids.

17.2 The bidders's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of Bid submission in accordance with clause 15. A withdrawal notice may also be sent by telex / fax but followed by a signed confirmation copy

by post (which should be received by the Purchaser before the deadline for submission of Bids).

17.3 Subject to clause 16 no Bid shall be modified subsequent to the deadline for submission of Bids.

18. Bid Opening and Evaluation

Bid Opening

18.1 **Envelop No.1** containing the Bid security shall be opened by the **Pay and Accounts Officer (P&AO)** Lok Sabha Secretariat **at 1700 hrs. on the last date for submission of Bids (15.04.2019)** 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-II**'

18.2 **Envelop No. 2** containing all the information, documents and duly filled in Financial Bid indicating rates / prices as given in clause 15.1 shall then be opened. Bids shall be numbered serially by P&AO. The bidder's names, documents submitted/ not submitted and such other details as the P&AO, at its discretion may consider appropriate shall be announced at the Bid opening.

18.3 The empowered Committee shall examine / evaluate the Technical Bids to determine whether they (i) fulfill the eligibility criteria, (ii) have submitted the requisite documents (iii) meet the Terms and Conditions specified, (iv) complied with all the instructions contained therein, etc. **For the purpose of this clause a substantially responsive Bid is one which conforms to all the Terms and Conditions of the Bid document without material deviation.**

18.4 Only summary of prices quoted by the bidders will be read out;

19. Process to be Confidential

19.1 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparisons of Bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process;

19.2 Any effort by the bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids and decision concerning award of contract may result in the rejection of the bidder's Bid.

20. Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, the empowered Committee / official may ask bidders individually for clarification of their Bids, including breakdowns of unit

prices. The request for clarification and their response shall be in writing or e-mail but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by during the evaluation of the Bids in accordance with Clause 22 hereof.

21. Determination of Eligibility & Responsiveness

21.1 The empowered Committee will determine whether the Bid is substantially responsive to the requirements of the Bid Documents. For the purpose of the clause, a substantially responsive Bid is one which conforms to all the Terms and Conditions and specification of the Bid documents without any material deviation or reservation.

21.2 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.

22. Evaluation and Comparison of Bids

22.1 Only such of the Bids as have been determined to be substantially responsive to the requirements of the Bid documents, in accordance with Clause 21 will be evaluated. **The determination of Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.**

22.2 Bidders shall note that no preference of any nature will be given to any bidder notwithstanding any custom, usage or instructions to the contrary;

22.3 Evaluation of the Bids will take into account, in addition to the Bid amounts, the following factors;

- a) Arithmetical errors corrected in accordance with Clause 22.6
- b) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments;

22.4 Offers, deviation and other factors, which are in excess of the requirements of the Bid documents or otherwise result in the accrual of unsolicited benefits to the Purchase shall not be taken into account in Bid evaluation.

22.5 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.

22.6 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- a) Where there is discrepancy between amounts in figures and in words, amount in words will govern;

- b) Incorrectly added totals will be corrected;
- c) In case there is any inconsistency between the rate and the value extended (after multiplication with the Tender quantity), the rate quoted shall prevail;

If a bidder does not accept the correction of errors as outlined above, his Bid is liable for rejection.

22.7 The purchaser may waive any minor infirmity or non conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

23. Contacting the Purchasers

23.1 Subject to clause 20 (clarification of Bids) no bidder shall try to influence the Purchaser on any matter relating to its Bid, from the time of the Bid opening till the time contract is awarded.

23.2 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.

24. Award of Contract - Award Criteria

Subject to clause 22, 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. **(subject to the selection of the sample by the empowered committee wherever applicable)** provided further that the bidder has the capability and resources effectively to carry out the contract works.

25. Right to accept any Bid, to reject any or all Bids

Notwithstanding Clause 22 the Lok Sabha Secretariat reserves the right to accept or reject any Bid including the lowest and to annul the bidding process and reject all Bids, at any time prior to award of 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.

26. Notification of Award

26.1 Prior to the expiry of the prescribed period of bid validity, the **Deputy Secretary (GP), General Procurement Branch** will notify the successful bidder by fax or e-mail or letter confirming in writing that his Bid has been successful.

26.2 The notification of award will constitute the formation of the contract.

26.3 Upon furnishing of Performance Security Deposit by the successful bidder in accordance with the provisions of Clause 3 of Terms & Conditions of the Tender, **Deputy Secretary, (GP) General Procurement Branch** will promptly notify the unsuccessful bidders that their Bids have been unsuccessful.

27. Signing of Agreement

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Document and submit the same to the **Deputy Secretary (GP), General Procurement Branch** within a week of the date of receipt of notification of award. The **Deputy Secretary (GP), 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.

28. Annulment of the Award

28.1 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.

28.2 Purchaser reserved the right to disqualify the supplier for a suitable period who habitually failed to supply the items in time. Further, the supplier whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the purchaser.

28.3 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his Bid without sufficient grounds.

PROCUREMENT OF BRIEFCASES / LEATHER BAGS & PEN SETS' FOR NEWLY ELECTED MEMBERS OF 17TH LOK SABHA

Tender No. LAFEAS-GPB031/1/2019-GPB
Last date for submission of the Bids : 15.04.2019 (1500 hrs.)
Date of opening of Bids : 15.04.2019 (1700 hrs.)

TERMS AND CONDITION

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 Briefcases / Leather Bags & Pen Sets** such as the make, mode dimensions (height, length & width) tem weight, material and inner material etc. No change shall be permitted after opening of Bids.

3. Performance Security Deposit (PSD)

3.1. PSD @ 5% of order value of the contract will have to be made **within 7 days** of receipt of the communication of the selection of the Bid in pursuance of clause 26.1 of instructions to the bidders.

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 bank and in the form provided in the **Annexure-IV**.

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.

4. Liquidated damages

Should the supplier fails to deliver the store 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.

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 for 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 Order, 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.

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.

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

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 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.

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 Lok Sabha Secretariat. Payment will be made direct to the supplier through **A/c payee cheque/RTGS/NEFT/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 Financial Bid is approximate. It may likely to vary.

12. Agreement

The selected bidder should sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen (Annexure - IV).

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

13.3 The LSS reserves the right to relax/withdraw any of the Terms and Conditions mentioned in the Tender documents so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

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. Delivery

14.1 The delivery has to be effected within one month from the date of issue of Purchase Order. However, LSS reserve the right to get the supply immediately depending upon the urgent requirement. 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 bidders are requested to quote the rates of the Items which can be made available in the selected colour within the given time of 12 days from the date of Purchase Order. No request for extension of the time for delivery or supplying items in any colour other than the selected colour will be entertained.**

15. Penalty for substandard / inferior quality / Fake Brand

15.1 A penalty of 20% of P.O shall be imposed on the supplier for supplying items which are sub-standard (inferior quality)/incomplete supply along with cancellation of work order. Further, the firm is also liable for blacklisting for a period of three years. If the item is found fake subsequently, suitable action will be taken against the firm including blacklisting for a period of three years.

15.2 If the selected bidder/firm does not supply the items within the stipulated period as may be indicated by the LSS, LSS 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.

15.3 In case of manufacturing defect the Leather Bags/Briefcases & Pen Sets will have to be replaced free of cost within the guarantee/warranty period. In case of failure to provide / supply the items as approved by the Purchaser, the payment will not be made and the firm would be liable for appropriate action.

16. Mode of Payment

Payment against Bill/Invoice shall be released only after execution of the supply order and the quality found to the satisfaction of the LSS. Payment will be made direct to the supplier through **A/c payee cheque/RTGS/NEFT/e-Payment only.**

17. Supplying in original packing

The items shall be supplied in original packing from the manufacture clearly indicating quality no., name of company, manufacturing date & price. The supply shall be completed as prescribed in purchase order.

18. General/Others

16.1 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.

16.2 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.**

PROCUREMENT OF BRIEFCASES / LEATHER BAGS & PEN SETS' FOR NEWLY ELECTED MEMBERS OF 17TH LOK SABHA

Tender No. LAFEAS-GPB031/1/2019-GPB
Last date for submission of the Bids : 15.04.2019 (1500 hrs.)
Date of opening of Bids : 15.04.2019 (1700 hrs.)

INFORMATION AND DOCUMENTS TO BE SUBMITTED WITH THE BID

- 1 Name of the Tenderer Firm/Agency/Company:
- 2 Address of the Tenderer Firm/Agency/Company:.....
.....
- 3 Contact details of the Tendering Firm/Agency:
 - (a) Tel. No. with STD (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:
- 7 GST/ CST/VAT/Excise Duty/TIN, etc. registration details
- 8 Income Tax Permanent Account Number (PAN)/Income Tax Circle/TIN
- 9 Copies of Income Tax Returns filed for last three financial years.....
- 10 Annual turnover for the last three financial years

(Audited balance sheets and Profit & Loss A/c Statement should be attached)

11. Technical details of the items and also the comparative statement / analysis of the items with that of similar / identical items of other brands in Terms of various performance parameters, if available.
12. Quality assurance certification (in case of Manufacturing organizations only) like ISO 9001, ISI/BIS/CE/FDA certification issued by the authorized organization, attested copies of the same are to be produced with the end.
13. Original copy of authorization from manufacturer against this Tender valid throughout the contract period, in case the firm is not a manufacturer of the item.
14. Proof of experience in supplying the Leather Bags / Briefcases & Pen sets to Govt. Depts. (Purchase Orders Os - two copies each of the last three years - received from Govt. Depts. / PSUs should be enclosed)
15. Declaration regarding blacklisting or otherwise by the Govt. departments (as per given in **Annexure-I**)
16. The Tender document (all pages) duly signed and stamped as proof having read the contents therein and in acceptance thereof should be enclosed.
17. Details of Award / Certificates of merit etc., if any, received from any organization (please attach copy of the certificates, if any)
18. Duly filled in authorization for attending Bid opening (Annexure - II)

N.B. Bidders to ensure that all

- (i) Pages have been signed and stamped by the authorized persons**
- (ii) Pages have been numbered**
- (iii) Document are legible (clearly readable)**

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

**Dated..... Name & Address of Firm.....
Authorised Signature & Seal of the Firm**

PROCUREMENT OF BRIEFCASES / LEATHER BAGS & PEN SETS' FOR NEWLY ELECTED MEMBERS OF 17TH LOK SABHA

Tender No. LAFEAS-GPB031/1/2019-GPB
Last date for submission of the Bids : 15.04. 2019 (1500 hrs.)
Date of opening of Bids : 15.04.2019 (1700 hrs.)

Schedule of Rates (Financial Bid)

From

To,

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

Sir,

I/we have gone through, understood fully and declare that i/we shall abide by Terms and Conditions detailed in the Tender document for supply of the items required.

My/our Rates are as under:

Sl. no.	Description of Items	Tentative Qty. *	MRP #	Offer Rate per unit (in Rs.)	GST or other taxes, if any (Rs.)	Total in figures per unit (Rs.) (cols. 5+6)	Total in words per unit (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(8)	(9)
1	Briefcases / Leather Bags of Reputed Brand (Range: Rs. 3000-4000)* (specifications such as make, model, dimension (height, length & width) weight, material and inner material, etc. needs to be mentioned by the bidders).	550 nos.					
2	Pen Sets of Reputed Brand (Range: Rs. 200-300) (Specification such as Brand name to be quoted)	550 nos.					

* Price may quoted separately for Briefcases and Leather Bags

NB . Samples in 2/3 different colour of the Leather Bags/Briefcase & Pen Sets for which rates have been quoted should accompany the Bids. Bids received without samples will summarily be rejected.

Dated Name & Address of Firm

Authorized Signature & Seal of the firm

PROCUREMENT OF BRIEFCASES / LEATHER BAGS & PEN SETS' FOR NEWLY ELECTED MEMBERS OF 17TH LOK SABHA

Tender No. LAFEAS-GPB031/1/2019-GPB
Last date for submission of the Bids : 15.04.2019 (1500 hrs.)
Date of opening of Bids : 15.04.2019(1700 hrs.)

DECLARATION

From

M/s.....

.....

.....

To

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

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by 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

PROCUREMENT OF BRIEFCASES / LEATHER BAGS & PEN SETS' FOR NEWLY ELECTED MEMBERS OF 17TH LOK SABHA

Tender No. LAFEAS-GPB031/1/2019-GPB
Last date for submission of the Bids : 15.04.2019 (1500 hrs.)
Date of opening of Bids :15.04.2019 (1700 hrs.)

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

N.B. Permission will be denied incase the photocopy of the duly filled in form is not brought at the time of opening

PROCUREMENT OF BRIEFCASES / LEATHER BAGS & PEN SETS' FOR NEWLY ELECTED MEMBERS OF 17TH LOK SABHA

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 ----- 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 seventeen only.

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

Witnesses:-

1.

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