

TENDER NO. 020(12)/7/2019-GPB

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

e-TENDERING

FOR

**COMPREHENSIVE MAINTENANCE CONTRACT (CMC) FOR FAX
MACHINES OF VARIOUS MAKES/ BRANDS INSTALLED IN LOK
SABHA SECRETARIAT**

**PARLIAMENT HOUSE ANNEXE
NEW DELHI**

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

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

NOTICE INVITING e-TENDER

Lok Sabha Secretariat (LSS) invites Online Bids under **Two Bid System, viz., Technical Bid and Financial Bid** from reputed Firms/Companies for 'Comprehensive Service Maintenance Contract' in respect of **Fax Machines of different Make and Models installed in Lok Sabha Secretariat** for a period of One Year initially, extendable further on a Year to Year Basis for two more years on the same Prices/Rates and Terms & Conditions on the performance of the Firm/Companies.

2. Document Download:

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

CRITICAL DATE SHEET

Published Date	29.07.2019 (1600 Hours)
Bid Document Download Start Date	29.07.2019 (1600 Hours)
Bid Document Download End Date & Time	21.08.2019 (up to 1500 Hours)
Clarification Start Date	29.07.2019 (1600 Hours)
Clarification End Date & Time	05.08.2019 (up to 1500 Hours)
Last date for replying to clarification, if any	08.08.2019 (up to 1800 Hours)
Bid submission Start Date & Time	09.08.2019 (1000 Hours)
Bid submission End Date & Time	21.08.2019 (up to 1500 Hours)
Bid Opening Date & Time	26.08.2019 (1600 Hours)

3. Bid Submission:

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

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

Bid Documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned Document.

4. Tenderer who has downloaded the Tender from the Lok Sabha website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> **shall not tamper/modify the tender form including downloaded 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.

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

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

7. Bidder is required to submit Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five 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. The Technical Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet** in the presence of the Bidders who wish to remain present. At the second stage, the Financial Bids for the Bidder whose Technical Bids found complete and conform the Eligibility Criteria, shall be opened. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender

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

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

11. The offers submitted by Fax/e-Mail shall not be considered.

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) **Technical Data Sheet as per Annexure II;**
- ii) **Proof for payment of Earnest Money Deposit;**
- iii) Proof for being an Indian Company/Firm engaged in providing Maintenance Services for Fax Machines in Delhi/NCR and having its Office (Head Office/Regional/Branch Office in Delhi/NCR.
- iv) Registration Certificate as per existing norms (indicating the Legal Status–Company/Partnership Firm/Proprietorship Concern, etc.);
- v) GST and PAN Card Registration Certificates;
- vi) Income Tax Returns filed for the Last Three Assessment Years (2016-17, 2017-18 & 2018-19);
- vii) Profit & Loss Account Statements for the Last Three Financial Years (2015-16, 2016-17 & 2017-18);
- viii) Proof of having minimum **Three Years** experience of providing After Sale Service/maintenance of Fax Machines to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (one copy of CSMA Papers signed with Government Departments/PSUs/Autonomous Bodies during each of the Last Three years should be enclosed, i.e., 2016, 2017 & 2018);
- ix) Price Bid Undertaking (Annexure-IV), Tender Acceptance Letter (Annexure-V), Declaration regarding Blacklisting or otherwise (Annexure-VI) and Letter of Authorization for attending the Bid Opening (Annexure-VII).

FINANCIAL BID

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

**Director
Lok Sabha Secretariat**

SCOPE OF WORK

This Tender calls for Full Maintenance of Fax Machines of various Makes/Brands installed in Lok Sabha Secretariat (LSS) (Parliament House, Parliament House Annexe, Parliament House Annexe Extension Building & Parliament Library Building) and other Offices of Lok Sabha Secretariat located outside (Residence Offices of HS, HDS, SG, Secretary, etc.). Scope of 'Full Maintenance Service' shall be Comprehensive in nature and shall therefore, essentially cover general and breakdown, servicing and repairs/fixing/replacement of all parts of Fax Machines (except Toners & Drum) during the Contract Period at the exclusive risk, responsibility and the cost of the Service Provider. The term 'Maintenance' shall also include rectification of all Hardware and Software problems/defects and also include cost of all parts/repairs/replacements necessary for the proper maintenance/functioning of the Fax Machines. No extra charges for any general wear and tear/spare parts, etc. shall be made by the Secretariat. However, the cost of Consumables (Toner and Drum only) and physically damaged outer plastic parts of Machines are not covered under CAMC.

2. The Contract will be initially awarded for a period of One Year but extendable Year to Year Basis for a maximum of two extensions, subject to the condition that the services rendered are satisfactory.

3. The Service Provider shall

- (i) maintain stock of essential Spare Parts in the Store at his nearest Service Centre;
- (ii) keep essential Spare Parts under his custody to ensure Spare Parts consumed are replaced promptly within 24 hours;
- (iii) provide the Spare Parts of the same make/quality as installed in existing Fax Machines with Warranty or Guarantee of One Year period;
- (iv) maintain Service Log Book / File containing Maintenance Report duly countersigned by the Authorized Officer of the Secretariat.

4. All Fax Machines under Comprehensive Maintenance Contract shall be repaired with genuine Spare Parts free of cost and no payment for replacement of Spare Parts will be made. Fax Machines must be kept neat and clean by the Service Provider during the Service Contract.

5. For the regular and proper maintenance/upkeep of the Fax Machines and for promptly attending to the complaints received, the Service Provider shall have to depute at least one well-qualified Service Engineer to this Secretariat with adequate knowledge/experience in the relevant field on regular basis.
6. The Service Provider should ensure that all the complaints are attended to by the Service Engineers immediately. The complaint calls received directly from the Users concerned shall also be honoured and the defects noticed in the systems shall be rectified immediately and place the systems back to normal working condition. The Firm should specify the down time for a System, which should not, in any case, be more than 24 hours on any Working Day (otherwise max. 48 Hours, including Holidays).
7. In the event of any or part of the Systems covered under CMC being moved to workshop for repair, etc. the Service Provider shall provide appropriate Stand-by System so as to ensure that the work of the User concerned is not hindered.
8. Should any need or eventuality arise, this Secretariat may take services of Engineers of the Service Provider beyond Working Hours including Saturday/Holidays and during Conferences/Seminars. No payment or any additional remuneration shall, however, be made for these services rendered.
9. The Service Provider shall also provide functional Mobile Phones to the Service Engineers for Contact and urgent communications.
10. While taking over the Fax Machines for maintenance, Service Provider shall be required to affix their 'identity' stickers on each Fax Machine showing the Firm's Name, Contact Number, etc. and prepare a list containing all the relevant information of Fax Machines of the Secretariat along with the name of User Branch/Office Name of the Contact Person. This list will be cross verified by General Procurement Branch, Lok Sabha Secretariat and modifications/corrections, if any, required will be carried out and the exact number of Fax Machines will then be accordingly decided and fixed/reckoned final maintenance services.
11. The Service Provider/Firm should have proper establishment, i.e., office space and adequate Service Engineers/ Technical staff, etc. for maintenance.

INSTRUCTIONS TO THE BIDDERS

Minimum Eligibility Criteria

1. Bidders should

- be an Indian Company/Firm engaged in providing maintenance services in respect of Fax Machines of different makes and models in Delhi/NCR and having its Office in Delhi/NCR.
- have minimum **3 years** experience in maintenance of Fax Machines in Government Departments/ Ministries /PSUs/Autonomous Bodies and have sufficient and qualified manpower to carry out the repairs/attend to service related matters at short Notice. (Valid proof- Copies of Comprehensive/Annual Maintenance Contracts signed with Ministries/Depts./PSUs/Autonomous Bodies in each year for the Last 3 years (i.e., 2016, 2017 & 2018) mentioning value, magnitude of work has to be attached)
- have minimum Turnover of **Rs. 20 lakhs** per year during each of the Last Three Financial Years, viz., 2015-16, 2016-17 and 2017-18 (valid and certified proof has to be attached).
- not have been Blacklisted by the Depts./Ministries of the Govt. of India/PSUs/Autonomous Bodies (Declaration has to be submitted in the specified Format given at **Annexure-VI**)

It may be specified that mere fulfilment of Minimum Eligibility Criteria does not entitle the firm to demand for Financial Bid Evaluation.

2. Earnest Money Deposit (EMD)

2.1 The Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five 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 Lok Sabha Secretariat will not take any responsibility for delay or non-receipt.

2.2 The scanned copy of Draft/Banker's Cheque for EMD must be uploaded along with Technical Bid.

2.3 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.

2.4 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.

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

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

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

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

2.9 The Bid Security may be forfeited on the following grounds:

- (a) If a Bidder withdraws his Bid during period of Bid validity specified in the Tender Document.
- (b) In the case of Successful Bidder, if the Bidder fails to :
 - (i) sign the Contract
 - (ii) furnish the Performance Security within the specified time in the Tender Document.

3. Documents/Certificates

Documents/Certificates

The Bidders are required to upload the following Documents along with Technical Bid in pdf format (Documents in Original should be produced for verification before signing of the Agreement), failing which their Bids will be summarily/out-rightly rejected and will not be considered any further:

- (i) Technical Data Sheet as per Annexure II;**
- (ii) Proof for payment of Earnest Money Deposit;**
- (iii)** Proof for being an Indian Company/Firm engaged in providing Maintenance Services for Fax Machines in Delhi/NCR and having its Office (Head Office/Regional/Branch Office in Delhi/NCR.
- (iv)** Registration Certificate as per existing norms (indicating the Legal Status–Company/Partnership Firm/Proprietorship Concern, etc.);
- (v)** GST and PAN Card Registration Certificates;
- (vi)** Income Tax Returns filed for the Last Three Assessment Years (2016-17, 2017-18 & 2018-19);
- (vii)** Profit & Loss Account Statements for the Last Three Financial Years (2015-16, 2016-17 & 2017-18);
- (viii)** Proof of having minimum **Three Years** experience of providing After Sale Service/Maintenance of Fax Machines to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (one copy of CSMA Papers signed with Government

Departments/PSUs/Autonomous Bodies during each of the Last Three Years should be enclosed, i.e., 2016, 2017 & 2018);

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

4. Clarification on Bid Document

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

5. Amendment of Bid Document

5.1 At any time prior to 'Bid Submission Start Date' indicated in Critical Date Sheet, the Lok Sabha Secretariat may for any reason whether at its own initiative or in response to a clarification requested by the prospective Bidder, modify the Bid Documents by 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.

5.2 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.

6. Rejection of Incomplete and Conditional Tenders

The Incomplete and Conditional Tenders will be rejected. **Quoting Unrealistic Rates/Prices will be treated as disqualification.**

7. Non transferability

This Tender is non transferable.

8. Preparation and Uploading of e-Tender

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

8.2 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.

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

9. Documents comprising the Bid

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

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

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

10. Bid Prices

10.1 The Rates/Prices should be quoted in Indian Rupees only in words as well as figures. GST, Taxes, if any, as applicable should be quoted separately. If these levies are included in the price quoted without giving the break-up details, such Bids will summarily be rejected.

10.2 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.

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

11. Period of Validity of Bids

The Bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for opening the same. A Bid valid

for a shorter period shall be rejected by the Lok Sabha Secretariat as non responsive.

12. Signing of the Bids

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

13. Deadline for submission of Bids

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

13.2 **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 Lok Sabha Secretariat and the Bidders subject to the previous deadlines shall thereafter be subject to the new deadline, as extended.

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

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

14. Bid Opening

14.1 On the date and time indicated in the 'Critical Date Sheet' of Notice Inviting Tender (NIT) Technical bids will be opened at Room No. 408, Parliament House Annexe, Sansad Marg, New Delhi – 110001 in the presence of the Bidders or their representatives duly authorized by the Bidder who wish to be present. If the Bid Security is not found as prescribed the Bid shall summarily be rejected. The representatives are required to bring Photo Identity Card issued by the Firm /Employer and also a copy of the Authorization as given in the '**Annexure-VII**'

14.2 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.

15. Clarification of Bids

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

15.2 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 Lok Sabha Secretariat during the evaluation of the Tenders.

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

16. Technical evaluation

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

16.2 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. **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.**

16.3 Prior to Financial Evaluation, the Lok Sabha Secretariat will determine the substantial responsiveness of each Bid to the Bid Document. For the purpose of this Clause, a substantially responsive Bid is one which conforms to all the Terms, Conditions and Specifications of the Bid Documents without any deviation or reservation. **The determination of Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.**

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

17. Financial Evaluation and Comparison of Substantially Technically Responsive Bids

17.1 The Lok Sabha Secretariat shall carry out the evaluation solely based on the uploaded schedule of Rates (Price Bids) in the e-Procurement System.

17.2 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.

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

17.4 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.

18. Contacting the Lok Sabha Secretariat

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

18.2 Any effort by the Bidder to influence the Lok Sabha Secretariat in the Bid Evaluation, Bid Comparison, etc. shall result in the rejection of the Bid.

19. Award of Contract

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

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

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

20. Right to Accept/Reject any or all Bids

The Lok Sabha Secretariat reserves the right to accept or reject any Bid including the lowest and to annul the Bidding process and reject all Bids, at any time prior to award of Work Order, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the said action.

21. Annulment of the Award

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

21.2 Lok Sabha Secretariat 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 Lok Sabha Secretariat.

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

TERMS AND CONDITIONS

Rates/ Prices

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

1.2 The rates quoted for CMC services shall be inclusive of all spares, accessories, manpower, tools and tackle, replacement of parts, routine servicing and maintenance of equipments, etc, complete in all respects as per scope of work. Nothing extra shall be payable on any account for providing CMC services.

2. Performance Security Deposit (PSD)

2.1 The Successful Tenderer will be required to furnish a Performance Security Deposit (PSD) of Rs. 10,000/- (Rupees Ten Thousand only) **within 7 days** on receipt of Award Letter to ensure due performance of the Contract.

2.2 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/Nationalized Bank in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Scheduled/Nationalized Bank. The Security Deposit in any other form will not be accepted under any circumstances.

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

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

3. Change in quantity

This Secretariat also reserves the right to add into the Contract additional number of systems during the currency of the Contract for the purpose of maintenance on the same approved Rates and the same Terms & Conditions. Likewise, this Secretariat also reserves the right to exclude from the Contract any number of Fax Machines if they

are found to be unserviceable at any point of time during the currency of the Contract. The contractual charges payable will be modified accordingly.

4. Penalty

In case, Fax machines remain either unattended or defective even after the specified downtime for want of repairs/replacements, etc. or due to fault/neglect of the Service Provider or its Service Engineers, a deduction of Rs. 50/- per day and per Machine will be made towards penalty from out of the contractual charges payable for the maintenance, etc.

5. Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Lok Sabha Secretariat as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

6. Termination for Default

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

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

after receipt of the default notice from Lok Sabha Secretariat.

7. Termination for Insolvency

Lok Sabha Secretariat may at any time terminate the Contract by giving written notice to the Service Provider without any compensation. If the Service Provider becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Lok Sabha Secretariat.

8. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall be entitled to extend the time of Arbitration Proceedings with consent of the parties. No part of the Agreement shall be suspended on the ground of pending Arbitration Proceedings.

9. Mode of Payment

9.1 The Contractual charges payable for the maintenance of Fax Machines will be released on Quarterly/Half Yearly Basis on the basis of satisfactory performance of the Service Provider during the respective periods. For this purpose, the Service Provider should submit pre-receipted Bill/Invoice of their claim after completion of every Quarter/Half Yearly. Payment will be made direct to the service provider through **A/c payee cheque/RTGS/NEFT (Electronic Mode) only.**

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

10. Agreement

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

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

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

11. General/Others

11.1 The Bidders will be bound by the details furnished by him/her to LSS, while submitting the Tender or at subsequent stage. In case, any of such Documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of the Contract making him / her liable for **legal action besides termination of Contract.**

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

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

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

12. Consumer's (LSS) Rights

12.1 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.

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

12.3 The LSS reserves the right to relax/withdraw any of the Terms and Conditions mentioned in the Tender Document so as to overcome

any problem encountered during the selection of the Bidders and also during the course of the execution of the contract.

12.4 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.

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 DATA SHEET

INFORMATION AND DOCUMENTS TO BE SUBMITTED

- 1 Name of the Tenderer Firm/Agency/Company:
2. Address of the Tenderer Firm/Agency/Company:.....
.....
3. Contact details of the Tendering Firm/Agency:
(a) Tel. No. with STD (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. Details of Earnest Money Deposit (EMD).....
.....
7. Proof for being an Indian Company/Firm engaged in providing Maintenance Services for Fax Machines in Delhi/NCR and having its Office (Head Office/ Regional/Branch Office in Delhi/NCR.
8. Registration certificate as per existing norms (indicating the Legal Status- Company/Partnership Firm/Proprietorship Concern, etc.).....
9. GST and PAN Card Registration Certificates.....
10. Income Tax Returns filed for the Last Three Assessment Years (2016-17, 2017-18 and 2018-19).....
11. Profit & Loss Account Statements for the Last Three Financial Years (2015-16, 2016-17 & 2017-18).....

12. Proof of having minimum **Three years** experience of providing After Sale Service/Maintenance of Fax Machines to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (one copy of FSMA Papers signed with Government Departments/PSUs/Autonomous Bodies during each of the Last Three Years should be enclosed, i.e., 2016, 2017 & 2018).....
 13. Price Bid Undertaking (Annexure-IV).....
 14. Tender Accepting Letter (Annexure-V).....
 15. Declaration regarding Blacklisting or otherwise. (Annexure-VI).....
 16. Letter of Authorization for attending the Bid Opening (Annexure-VII);
 17. Any other information:
-

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

ANNEXURE-III

PRICE BIDS (SCHEDULE OF RATES)

The below mentioned Financial Proposal/Commercial Bid Format is provided as alongwith 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 Offers/Rates in the permitted column and upload the same in the Commercial Bid. **Bidders shall not tamper/modify downloaded price Bid template in any manner.** In case the same is found to be tempered/modified in any manner, Tender will be completely rejected and EMD would be forfeited and Tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

Sl. No.	Make/ Brand	Model	No. of Units ^	CMC Charges per unit (Rs.)	GST (Rs.), If any.	Total Rs. in figures	Total in Words (Rs.)
1.	Sharp	FO-P-610	01				
2.	Panasonic	KX-FT-903	01				
3.	Canon	L-220	02				
4.	Brother	2820	15				
5.	Samsung	SF-565PR	20				
6.	Samsung	SF-651P	29				
7.	Samsung	SCX-4521F/ 4521FS/XIP	37				
8.	Samsung	SCX-4623FN/ 4828FN	05				
Total Fax Machines			110				

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

PRICE BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

.....

.....

To,

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

Dear Sir/Madam,

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

2. I/We have thoroughly examined and understood all the Terms and Conditions as contained in the Bid Document, and agreed to abide by them.

3. I/We offer to work at the Prices/Rates and applicable Taxes as indicated in the Financial Bid, Annexure-III.

Yours faithfully,

Signature of authorized
Representative

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 Website(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 its 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 therefore or summarily reject the Bid or terminate the Contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

DECLARATION

(To be given on Company Letter Head)

To

The Director,
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 Work 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

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

SPECIMEN AGREEMENT

The Agreement is made on this.....day of2019 between

..... (Name & Address of the Firm) hereinafter referred to as '**Service Provider**' of the one part and **Lok Sabha Secretariat (LSS), Sansad Marg, New Delhi – 110001** hereinafter referred to as the other part for Comprehensive Annual Maintenance Contract (CAMC) for Fax Machines of different Makes/Models on Yearly Basis as per list attached (Annexure).

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

1. The 'Service Provider' agrees to carry out maintenance of Lok Sabha Secretariat's Fax Machines of different Makes/Models, to keep them in operational condition and to carry out repair/replacement of parts, if required, for proper functioning of Fax Machines on Yearly/Pro-rata Basis at the rates quoted by him/them.
2. The CAMC for maintenance of Fax Machines shall be initially for a period of One Year w.e.f. tobut extendable Year to Year Basis for a maximum of two extensions on the same Terms & Conditions at the discretion of the 'LSS' considering the satisfactory services being provided by the 'Service Provider'.
3. The 'Service Provider' has checked all the Fax Machines as per enclosed Annexure and agrees to take Comprehensive Annual Maintenance Contract on Yearly and Pro-rata Basis also for a period of less than One Year on account of addition of Fax Machine during the year. The payment for new Machine which will get included after the expiry of Warranty/Guarantee will be made on Pro-rata Basis. The Lok Sabha Secretariat reserves the right to add/remove any Machine from CAMC during the Contract period.
4. The 'Service Provider' is responsible for maintaining Fax Machines of various Makes/ Brands installed in Lok Sabha Secretariat (LSS) (Parliament House, Parliament House Annexe, Parliament House Annexe Extension Building & Parliament Library Building) and other Offices of Lok Sabha Secretariat located outside (Residence Offices of HS, HDS, SG, Secretary, etc.) in a perfectly working condition during the entire Contract period and in case any part/parts of the Machine is/are required to be replaced for proper functioning of the Fax Machine, the same shall be

- replaced free of cost. The replacement of parts, if required, shall be made within a reasonable period by the 'Service Provider'. However, the cost of Consumables (Toner and Drum only) and physically damaged outer plastic parts of Machines shall not be covered under CAMC.
5. All Fax Machines under Comprehensive Maintenance Contract shall be repaired with genuine Spare Parts free of cost and no payment for replacement of Spare Parts will be made. Fax Machines must be kept neat and clean by the Service Provider during the Service Contract.
 6. In the event of any or part of Systems covered under CMC to be taken to workshop for repair, etc. the Service Provider should also provide appropriate stand-by System so as to ensure that work of the user concerned is not hindered.
 7. The Service Provider should ensure that all the complaints are attended to by the Service Engineers immediately. The Firm should specify the down time for a system, which should not, in any case, be more than 24 hours on any Working Day (otherwise max. 48 hours, including Holidays).
 8. In case, Fax Machines remain either unattended or defective even after the specified downtime for want of repairs/replacements, etc. or due to fault/neglect of the Service Provider or its Service Engineers, a deduction of Rs. 50/- per day and per Machine will be made towards penalty from out of the contractual charges payable for the maintenance, etc.
 9. The 'Service Provider' shall maintain Service Log Book / File containing Maintenance Report in respect of Fax Machines and get it signed from the User Officer in certification of having carried out service/repairs and attended complaints, if any.
 10. The contractual charges payable for the maintenance of Fax Machines shall be released on Half Yearly Basis on the basis of satisfactory performance of the Service Provider during the respective periods. For this purpose, the Service Provider should submit pre-receipted Bill/Invoice of its claim along with the Photocopy of 'Service/Complaint Log Book' duly signed and certified by the User Officer after completion of every Half Yearly.
 11. 'Service Provider' shall charge GST as applicable in accordance with guidelines issued by the Central/State Government and in case of any overcharging of Taxes, the same shall be adjusted from payments due to them apart from taking action as mentioned in the Tender Document for wrong information, etc.

12. 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 extended period, if any.
13. 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.
14. The Performance Security Deposit (PSD) is liable to be forfeited to the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the Service Provider fails to undertake the Contract Work, as per the Work Orders and as per the Terms and Conditions given in Tender Schedule during the currency of the Contract including the extended period, if any.
15. That the Tender Schedule, Scope of Work, 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.