

**LOKSABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)**

**TENDER DOCUMENT
FOR**

**PROCUREMENT OF BLACK LEATHER SHOES/
SANDALS/ BELLIES AND BLACK COTTON SOCKS
FOR THE MALE AND FEMALE OFFICIALS OF LOK
SABHA SECRETARIAT, NEW DELHI.**

**PARLIAMENT HOUSE ANNEXE
NEW DELHI**

TENDER DOCUMENT

FOR SUPPLY OF

BLACK LEATHER SHOES / SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT, NEWDELHI.

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**LOKSABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)
PARLIAMENT HOUSE ANNEXE
NEW DELHI**

Tender No. 1-1/2011/livery / LSS dated 24.03.2011

TENDER SCHEDULE

Sealed tenders are invited from the reputed manufacturers / mills/ authorized distributors/ dealers for supply of **black leather shoes, sandals/ bellies and black cotton socks** for both male and female employees of Lok Sabha Secretariat.

2. Tenders in a sealed envelope should be addressed to the **Director (GP&GS) , Lok Sabha Secretariat, Room No.514, Parliament House Annexe, New Delhi**, and must reach on or before **13.04.2011 by 1500hrs**. Tenders may be -

- (i) hand delivered at the afore mentioned address.,
- (ii) dropped in the TENDER BOX placed at the **Reception Office of Lok Sabha Secretariat, Parliament Street, New Delhi**
- (iii) sent by Registered Post/Speed Post also
so as to reach the aforementioned address on or before the said date. If sent by post, Lok Sabha Secretariat (LSS) is not responsible for loss or delay in transit,

3. The technical bids will be opened on **13.04.2011 at 1700 hrs** and evaluated by the competent Committee or authority. At the second stage, **Financial Bids of technically qualified Bidders only will be opened on 15.04.2011 at 1700 hrs** for further evaluation and ranking before awarding the contract.

4. Eligibility of the bidders- Bidders should have

- should have minimum **5 years** of experience of supplying paper in bulk to the Departments/ Ministries of the Government of India.
- should have minimum Turnover of **Rs.3 Crores** per year during each of the last three years (valid and certified proof has to be attached)
- should have copy of valid authorization in case the firm /agency is not a manufacturer of the items

- should not have been blacklisted by the Depts/ Ministries of the Govt. of India

5. This tender document consists of (i) Instructions to the Bidders, (ii) Terms and conditions of the tender, (iii) Technical Bid, (iv) Financial Bid Document, (v) Declaration and (vi) Specimen agreement to be executed at the time of entering into agreement before placing the order. Bidders are requested to go through the instructions to the bidders and terms and conditions contained in the bid document which can be downloaded from www.loksabha.nic.in.

Director (GP&GS)
Dated 24.03.2011

**SUPPLY OF BLACK LEATHER SHOES, SANDALS/ BELLIES AND BLACK COTTON SOCKS
FOR BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT**

**Tender No.1-1 /2011/livery /LSS dated 24.03.2011
Date of opening of technical bids: 13.04.2011 (1700hrs)
Date of opening of financial bids: 15.04.2011(1700 hrs)**

INSTRUCTIONS TO THE BIDDERS

Two Bid System

1. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested companies/agencies/firms are advised to submit two separate sealed envelopes superscribing **“Technical Bids for supply of BLACK LEATHER SHOES , SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT AT (LSS), New Delhi, ; and ‘Financial Bids for supply of BLACK LEATHER SHOES , SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT (LSS), New Delhi.** Both sealed envelopes should be kept in a third envelop superscribing **“Tender for supply of BLACK LEATHER SHOES, SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT, NEW DELHI.”** The Technical Bids will be opened at the first stage and evaluated by Competent Committee or Authority. At the second stage, Financial Bids of technically qualified Bidders only will be opened for further evaluation and ranking before awarding the contract.
2. The **Technical bid should** consist of technical services details, performance report from the organization, experience certificate, tax registration details (PAN/CST/VAT/TIN, etc.), firm registration details, Income Tax returns, turnover details, ISO Certification, etc. along-with commercial terms and conditions. It will be submitted in the same format as given in the tender document.
3. The **Financial bid will** indicate the price for the items proposed to be quoted as per the details given in schedule of rates.

Earnest Money Deposit / Performance Security

4. The Earnest Money Deposit (EMD) **@2% of the bid value** should be necessarily accompanied with the Technical Bid of the Agency in the form of Demand Draft drawn in favour of '**Drawing and Disbursing Officer , Lok Sabha** and should be kept in a **sealed separate cover super scribing E.M.D.** without mentioning amount. **Tender received without EMD or EMD for lesser amount will be summarily rejected. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.**

5. The EMD in respect of the companies/agencies/firms, which do not qualify the Technical Bid (First Stage)/Financial Bid (second Competitive Stage) shall be returned to them **within 15 days** without any interest **after finalization of tender**. However, EMD in respect of successful Bidder will be released after receipt of performance security Deposit. Further, if the agency fails to provide performance security as per requirement of LSS **within 7 days** from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

6. EMD will be forfeited, if the bidders withdrew after submission of the bids or opening of the tenders

Performance Security Deposit (PSD)

7. PSD @ 5% of order value of the contract will have to be made **within 7 days** on receipt of supply order to ensure due performance of the contract.

8. PSD shall be in the form of Demand Draft payable to **Drawing and Disbursing Officer, Lok Sabha**, New Delhi.

9. 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.

10. PSD will be released after all contractual obligations by the supplier including warranty obligation, if any, is over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

Documents / Certificates

11. The Tendering firms/agencies are required to submit technical bid enclosing therewith photocopies of following documents (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:

- (a) Registration certificate as per existing norms;
- (b) Copy of CST/VAT/TIN Registration Certificates;
- (c) Copy of PAN/GIR Card;
- (d) Certified Copies of Income Tax Return filed for last three financial years
- (e) Copy of quality certification from a recognized Institute, if any.
- (f) Copy of valid authorization in case the firm /agency/dealer is not a manufacturer of the item.
- (g) Proof of experience in supplying to Govt. Depts.
- (h) Declaration regarding blacklisting or otherwise. (**Annexure-1**)

Mode of and last date for submission of the Bid

12. Tenders in a sealed envelope should be addressed to the **Director (GP&GS), Lok Sabha Secretariat, Room No.514, Parliament House Annexe, New Delhi**, and must reach on or before **13.04. 2011 by 3.00 P.M.** Tenders may be -

- (i) hand delivered at the afore mentioned address.,
- (ii) dropped in the TENDER BOX placed at the **Reception Office of Lok Sabha Secretariat, Parliament Street, New Delhi**
- (iii) sent by Registered Post/Speed Post also so as to reach the aforementioned address on or before the said date. If sent by

post, Lok Sabha Secretariat (LSS) is not responsible for loss or delay in transit

so as to reach on or before the above mentioned date and time. 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.

Opening of the technical and financial bids

13. The technical bids will be opened at the first stage on the prescribed technical bid opening date i.e. **13.04.2011 at 1700 hrs in Room no. 302, Parliament House Annexe, New Delhi** and evaluated by the Competent Committee or authority. At the second stage, **Financial Bids of technically qualified Bidders only will be opened on 15.04.2011 at 1500hrs in Room no. 302, Parliament House Annexe,** for further evaluation and ranking before awarding the contract. The representatives of the bidders, who would like to witness the opening of the technical and financial bids, are required to submit details such as name and address (residence and office), phone & mobile no, etc, and valid written authorization from the company/firm to the **Executive Officer, General Procurement Branch (Shri K.C. Pandey, Ph no. 23034408 and 23034410), Room No. 408, Parliament House Annexe, New Delhi** one day prior to the opening of the technical bids.

Signature of the authorized person

14. The Tender should be signed by the authorized person and his full name and status should be indicated below his signature along-with the official stamping of the firm.

Proper Filling up of the tender form

15. All entries in the tender 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. **No overwriting or cutting is permitted in the financial bid**

Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the technical bid application must be initialed by the persons authorized to sign the tender bids.

Rejection of incomplete and conditional tenders

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

No withdrawal after submission of bids

17. No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm is liable to be **forfeited**.

Non acceptance of the tenders received after the last date

18. Tenders received after the closing date and time prescribed in the tender enquiry shall **NOT** be accepted under any circumstances

Non transferability

19. This tender is non transferable.

Extension of last date at the Discretion of LSS

20. The Director (GP&GS), Lok Sabha Secretariat, New Delhi, may in his discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

Minimum eligibility criteria

21. Bidders should have
- Minimum **5 years** of experience of supplying tendered items in bulk to the Departments/ Ministries of the Government of India.
 - Minimum Turnover of **Rs.3 Crores** per year during each of the last three years (valid and certified proof has to be attached)
 - copy of valid authorization in case the firm /agency is not a manufacturer of the items.
 - Should not have been blacklisted by the Depts/ Ministries of the Govt. of India.

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

Need for Clarifications

22. In case the prospective bidders need any clarification regarding any terms and conditions of the tender or about rejection of its bid, he/she/they may write to **the Director (GP&GS), Room No. 514, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 (Ph.No.23035335)** well in time to ensure that required clarification in writing reach the said firm before the last date for submission

Details of Rate Contract with DGS&D.

23. The bidders shall also inform whether the black cotton socks for which the firm is quoting rates is covered under Rate Contract with DGS&D. In case, the item is covered the details as to the price, validity period, etc may to be furnished.

Signature on each page of the tender document

24. Each page of the tender document should be signed by the bidder as proof of having read the contents therein and to ensure that bidders do not plead ignorance of the contents subsequently.

**SUPPLY OF BLACK LEATHER SHOES, SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR
BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT**

**Tender No. 1 - 1/2011/livery /LSS dated 24.03. 2011
Date of Opening of Technical bids: 13.04.2011 (1700 hrs).
Date of opening of financial bids: 15.04.2011(1700hrs)**

TERMS & CONDITIONS OF THE TENDER

Rates/ Prices

1. The rate of only those items should be quoted, which can be made available within 30 days after receipt of the supply order.
2. The rates should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, VAT as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.
3. Tender rates should be valid for **at least one year** after the date of opening the tender. **Tender rates valid for a shorter period shall be rejected as non-responsive.** No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
4. Prices should be quoted FoD basis (Free delivery at LSS) **in respect of Black cotton socks** only.

Penalty

5. It will be the responsibility of the Bidder to supply the said livery items in accordance with supply order within stipulated time frame; otherwise, the firm will be liable for penalty.
6. If the bidder/firm does not supply the items with in the stipulated date as may be indicated by LSS, LSS reserves the right to arrange the supply from another firm and the bidder will have to reimburse the expenditure incurred.

Settlement of disputes

7. 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 Sabah 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 enlarge 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.

Purchasers Rights

8. The LSS reserves the right to accept/reject any or all the Bidders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
9. The LSS reserves the right to award the tender to more than one Bidder.
10. The LSS reserves the right to relax/ withdraw any of the terms and conditions mentioned above so as to overcome any problem encountered during the course of the execution of the contract.

Delivery

11. The company / firm has to authorize one of its Showrooms/dealers for the supply of gents black leather shoes and ladies black leather sandals/bellies, preferably **within a radius of 5 Km. from the Parliament House**, from where the delivery of the items will be taken by the employees of the Lok Sabha Secretariat. **In this regard, manufacturing firms must have to submit acceptance/authorization letter of the Showroom/outlet authorized for the said purpose at the time submission of the quotation.**
12. The samples of the black leather shoes for gents and sandals/bellies for Ladies, duly approved by the Secretariat, shall be made available in all sizes within a

period of **not more than one month** with the authorized Showroom/dealer so that the delivery of the same can be taken by the Officers/staff of the Secretariat against the vouchers/coupons supplied by the concerned firm which will be issued through this Secretariat duly signed by the authorized officer.

13. The supply of gents' black leather shoes and ladies sandals/bellies shall be made on **Credit basis** by the authorized Showroom/Dealer/company/ firm.
14. The process for the delivery of the gents black leather shoes and Ladies black leather Sandals/Bellies to the staff/officers shall be carried out/completed within a period of **not more than two months from the date of giving the purchase order** and any request thereafter shall not be entertained unless authorized by the Office in writing. The coupon/voucher system is applicable for **Gents black leather shoes and and Ladies black leather Sandals/Bellies only and not for Black Cotton Socks.**
15. The required quantity of the socks conforming to the approved samples should be supplied to the Stores Branch of Lok Sabha Secretariat. The rates quoted for black cotton socks should be readily available for supply on FoD basis (at Lok Sabha Secretariat). The payment against the bill for supply of socks will be made only after inspection of the item and if found to the satisfaction of the LSS only.
16. In case, the materials supplied are found defective and of poor quality the same will have to be replaced within the guarantee/warranty period. In case of failure to provide shoes/sandals/bellies and socks as per design and quality as approved by the Secretariat, the payment of bill against the materials issued will not be made and the firm will be liable for appropriate action.

17. Rates quoted should be valid for one year from the date of signing of the contract. A guarantee of minimum one year may be ensured on the quality/design/colour of black leather shoes/ sandals and black cotton socks

Mode of Payment

18. Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the LSS. Payment will be made direct to the supplier through **A/c payee cheque only**. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

Change in quantity

19. The quantity only of the required items shown in the tender is approximate and may vary more or less by 10%.

Agreement

20. The selected bidder should sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure -2**)

General /others

21. The tenderer 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 contract making him / her liable for **legal action besides termination of contract.**
22. All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.
23. The officers of LSS or their representatives may inspect the items before supply.

**SUPPLY OF BLACK LEATHER SHOES, SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR
THE MALE AND FEMALE OFFICIALS OF LOK SABHA SECRETARIAT**

Tender No. 1 - 1/2011 /livery/LSS dated 24.03.2011

Date of Opening of Technical bids: 13.04.2011 (1700 hrs)

Date of opening of financial bids: 15.04.2011(1700hrs)

TECHNICAL 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:
6. Tenderer's bank, its address and his current account number:
7. Registration and incorporation particulars of firm:
(Pl. attach copies of the relevant documents/certificates)
8. CST/VAT/Excise Duty/TIN, etc. registration details
(Pl. attach copies of the relevant documents/certificates)
- 9 Permanent Income Tax Number (PAN)/Income Tax Circle/TIN
(Pl. attach certified copies of last three years Income Tax Returns)
- 10 No / quantity of samples (enclosed -----)
11. Annual turnover for the last three years
(Audited balance sheets should be attached)
12. Details of Award / Certificates of merit etc. received from any organization
(Please attach copy of the certificates)
13. Declaration regarding blacklisting or otherwise by the Govt. departments

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

**SUPPLY OF BLACK LEATHER SHOES, SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR
BOTH MALE AND FEMALE OFFICIALS OF LOK SABHA SECRETARIAT
Schedule of Rates (Financial Bid)**

**Tender No. 1-1/2011/livery-LSS dated 24.03.2011
Date of Opening of Technical bids: 13.04.2011(1700hrs).
Date of opening of financial bids: 15.04.2011(1700hrs)**

From

To

**The Director (GP&GS)
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 the terms and conditions detailed in the tender document for supply of the items required -

My / our rates are as under-

Sl. No.	Items & category of Officials for whom required	Approximate Quantity of Gents black leather shoes & black cotton Socks required	Approximate Quantity of black leather Ladies Sandals /bellies required	Name of the brand	Maximum Price ceiling per pair (Excluding Taxes)	MRP of the model offered (incl. of taxes) (Rs)	Actual price/pr ice offered to LSS per pair (Rs.)	VAT/ Excised duty, tec. if any, per pair (Rs)	Total price per pair incl.taxes (Rs.) (col.8+9)
1	2	3	4	5	6	7	8	9	10
1.	Black Leather shoes Shoes/Sandals for Reporters/Office rs/Protocol Officers/Officials	140 Pairs	15 Pairs		Rs.2000/- Per Pair				
2.	Black Leather Shoes for Officers/staff of Parliament Security Service	462 Pairs	40 Pairs Sandals/Bellies		Rs.1200/- Per Pair				

1	2	3	4	5	6	7	8	9	10
3.	Black Leather Shoes for Chamber Attendants/Staff car Drivers/Attdts./ Library Attdts., etc.	1154 Pairs Shoes	46 Pairs Sandals/Bellies		Rs.1000/- Per Pair				
4.	Black Cotton Socks for Reporters/Officers/ Protocol Officers/Officials	296 Pairs Socks	-		Rs.75/- Per pair				

Dated..... Name & Address of Firm.....

Authorised Signature & Seal of the Firm

SUPPLY OF BLACK LEATHER SHOES, SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT

Tender No. 1/2011/livery /LSS dated 24.03.2011.

Date of Opening of Technical Bids: 13.04.2011 (1700hrs)

Date of opening of financial bids: 15.04.2011(1700hrs)

DECLARATION

From

M/s.
.....
.....

To

The Director (GP &GS),
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 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 form of Demand Draft.

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 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 banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Tender)

Name:

Designation with Seal of the Firm

Date:

SPECIMEN AGREEMENT

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

Agreement.

The agreement is made on this _____ day of _____ 2011 between M/s. _____

herein referred to as the contractor carrying on business under the name and style of M/s. _____ of the one part.

Lok Sabha Secretariat (LSS), acting through the **Dir. (GP&GS)**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat**, for supply of required Items in conformity with the requirements & specifications.

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

1. The contractor agrees to undertake to supply **BLACK LEATHER SHOES, SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT** as per the requirement as agreed to in their tender and letter no. -----dated ----- - at the rates quoted by him/them. The rates are inclusive of all the levies taxes like sales tax and excise duty freight,etc. .
2. The supply of **BLACK LEATHER SHOES, SANDALS/ BELLIES AND BLACK COTTON SOCKS FOR BOTH MALE AND FEMALE EMPLOYEES OF LOK SABHA SECRETARIAT** which are not in conformity with the requirements/ specifications are liable to be rejected.

3. This contract shall be effective from-----to -----. The Tender is valid for a period of one year from the date of signing of/ opening of the tender.
4. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.
5. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **Director or Deputy Secretary in charge of the General Procurement Branch** on behalf of the Lok Sabha Secretariat will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
6. The security deposit 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
7. 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

enlarge 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.

8. The Security Deposit 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 contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.
9. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.

That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and the Lok Sabha Secretariat has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the
Company/Firm

Signature:

Name :

Address :

Signature of the authorized official of
the Lok Sabha Secretariat (LSS)

Signature:

Name :

Address :

WITNESSES

1.

1.