

TENDER DOCUMENT
FOR
E-TENDERING
FOR THE PRINTING OF
SOUVENIR OF ALL INDIA PRESIDING OFFICERS CONFERENCE
("Sansadiya Samarika")

____(month), 2020

LOK SABHA SECRETARIAT

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

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LOK SABHA SECRETARIAT

(CPA CELL)

ROOM NO. 339, PARLIAMENT HOUSE ANNEXE, NEW DELHI – 110001

Tel. Nos. 2303 4342 & 2303 5469

NOTICE INVITING E-TENDER

Lok Sabha Secretariat invites online bids on Single Stage Basis under **two bid system, viz., Technical Bid and Financial Bid** from reputed printers having their office in Delhi/NCR for printing and

The bidders may see a sample of 'The *Parliamentarian*' printed as per the same specifications physically in Room No. 339, Parliament House Annexe from 10.00 AM to 6.00 PM on working days in order to have the exact idea of the material/specifications required. (Some photographs of the sample are also uploaded with this tender document). Manual bids shall not be accepted.

The Tender Document having detailed instructions and terms & conditions is available on the Lok Sabha website www.loksabha.nic.in and CPPP Site <https://eprocure.gov.in/eprocure/app>
HYPERLINK

[illegible]

CRITICAL DATE SHEET

Published Date	01.07.2020 (1200 Noon)
Bid Document Download Start Date	01.07.2020 (1200 Noon)
Bid Document Download End Date & Time	21.07.2020 (up to 1800 hours)
Bid submission Start Date & Time	01.07.2020 (1200 Noon)
Bid submission End Date & Time	21.07.2020 (up to 1800 hours)
"Technical" Bid Opening Date & Time	23.07.2020 (1100 hours)

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

Bid documents may be **scanned with 100 dpi** with **Black and White** option which helps in reducing size of the Scanned Document.

- ## Submission of Tender

- ## TECHNICAL BID

- The following signed and scanned copies of documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:
 - Proof for payment of Earnest Money Deposit;
 - GST Registration Number copy;
 - Copy of PAN Card of the Press/proprietor of the firm issued by Income Tax Deptt.;
 - Income Tax Returns showing break-up of income filed for the last **Three Consecutive Financial Years i.e. 2017-2018, 2018-2019 and 2019-2020;**

- Balance Sheet/Profit & Loss Account duly audited by Chartered Accountant for the last **Three Consecutive Financial Years i.e. 2017-2018, 2018-2019 and 2019-2020** as a proof of annual turnover of Rupees 50,00,000 (Rs. Fifty Lakhs).
- The printer must have a minimum of two years' experience in printing for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations including printing of Publications for at least one year and/or five years experience of printing publications of a reputed Publishing House.
- Proof of registration of Printing Press with Small Scale Industries/Registrar of Companies/Registration from any Government Authority as per existing norms from Government Department.
- Technical Data Sheet as mentioned in **Annexure-III**.
- Financial Bid Undertaking as per **Annexure-IV**,
- Tender Acceptance Letter as per **Annexure-V**,
- Declaration regarding blacklisting or otherwise as per **Annexure-VI**,
- Check List as per **Annexure VII**
- Bipartite Agreement as per **Annexure VIII**
- Affidavit on non judicial paper as per **Annexure IX**; and
- Performance Security Bond Form as per **Annexure X**

IMPORTANT : Documents required to be submitted physically :

- The printer must submit at least one sample publication printed by them for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisation or of a reputed Publishing House during the last 3 years. **This must be submitted physically on or before the closing date and time of bid submission end date.**
- The printer must submit at least one sample dummy of publication in complete shape with the paper & material as per specifications given in Tender Document. **This must be submitted physically on or before the closing date and time of bid submission end date.**

FINANCIAL BID

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

Note : 1. The bidders may see a sample of a publication 'The Parliamentarian' printed as per the same specifications physically in Room No. 339, Parliament House Annexe from 10.00 AM to 6.00 PM on working days in order to have the exact idea of the material/specifications required.

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

DIRECTOR (C&IT)
Lok Sabha Secretariat

INSTRUCTIONS TO THE BIDDERS

- **Bid Document**
 - Instructions to the bidder/tenderer
 - Terms and conditions of the tender
 - Technical Bid Format
 - Financial Bid Format

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

Qualification criteria for bidder/printer for the printing of "Souvenir of All India Presiding Officers Conference" (Multi-colour printing in English and Hindi versions):

- (i) The printer must have a minimum of two years' experience in printing for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations including printing of Publications/Journals for at least one year, and/or five years experience of printing publications of a reputed Publishing House.
- (ii) Proof of registration of Printing Press with Small Scale Industries/Registrar of Companies/Registration from any Government Authority regarding Printing Press as per existing norms from Government Department.
- (iii) The printer should have expertise in handling high quality printing and capable of delivering job without any compromise with the specified quality of printing of Publications. The printer must submit at least one Publication printed by her/him during the last 3 years for any Govt./Semi Govt./Govt. Undertakings/Autonomous organizations or a reputed Publishing House. **The submission of sample of "Publication" is compulsory for all the bidders and "No Exemption" will be granted in any case.** The sample must reach the Director (C&IT), Lok Sabha Secretariat, Room No. G-001, Parliament House Annexe, New Delhi on or before the closing date and time of bid submission end date.
- (iv) The printer must submit at least one dummy of Publication in complete shape with the paper & material (specification as per 'The Parliamentarian') given in Tender Document. **This must be submitted physically on or before the closing date and time of bid submission end date.**
- (v) The printing press/proprietor should have PAN number issued by Income Tax Deptt.
- (vi) The printing press should have GST Registration Number.
- (vii) Printing press should have minimum Turnover of Rs. 50,00,000/- (Rupees fifty lakhs) per year during each of the last three years. (Proof to be attached)
- (viii) The printing press must not have been blacklisted by any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations.

The Financial Bid of the bidder whose Technical Bid has been found complete and conforms to the eligibility criteria, shall only be opened.

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

Documents/Certificates

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

- Proof of payment of Earnest Money Deposit;
- GST Registration Number copy;
- Copy of PAN Card of the Press/Proprietor of the firm issued by Income Tax Department;
- Income Tax Returns showing break-up of income filed for the last **Three Consecutive Financial Years i.e. 2017-2018, 2018-2019 and 2019-2020;**
- Balance Sheet/Profit & Loss Account duly audited by Chartered Accountant for last Three Consecutive **Financial Years i.e. 2017-2018, 2018-2019 and 2019-2020** as a proof of annual turnover of Rs. 50,00,000 (Rupees Fifty Lakhs).
- Proof of registration of Printing Press with Small Scale Industries/Registrar of Companies/Registration from any Government Authority as per existing norms of Government Department.
- The printer must have experience in printing of Publication/Journals for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations and/or five years five years experience of printing publications of a reputed Publishing House.
- Technical Data Sheet as mentioned in **Annexure -III**

- Financial Bid Undertaking as per **Annexure-IV**,
 - (ix) Tender Acceptance letter as per **Annexure-V**,
 - Declaration regarding blacklisting or otherwise as per **Annexure-VI**,
 - Check List as per **Annexure VII**
 - Bipartite Agreement as per **Annexure VIII**
 - Affidavit on non judicial paper as per **Annexure IX**; and
 - Performance Security Bond Form as per **Annexure X**
- **Bid Security/Earnest Money Deposit (EMD)**
 The Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand only)** must be deposited by bidders in the form of Banker's Cheque/Demand Draft drawn in favour of '**Drawing and Disbursing Officer, Lok Sabha**' payable at New Delhi at the address "**The Director (C&IT), Room no. G-001, Parliament House Annexe, Lok Sabha Secretariat, New Delhi-110001**" on or before the opening of tender. Lok Sabha Secretariat will not take any responsibility for delay or non-receipt.

The scanned copy(ies) of Draft/Fixed Deposit Receipts/Banker's Cheque or bank guarantee from any of the Commercial Banks shall be uploaded along with Technical Bid.

EMD shall remain valid for a period of 60 days beyond the final validity period of bids (120 days) from the date of opening of the bids.

No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Lok Sabha Secretariat in respect of any previous job/supply will be entertained.

A Bid received without bid security (EMD) shall be rejected as nonresponsive.

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

The submission of EMD is compulsory for all the bidders and "No Exemption" whatsoever will be granted for submission of EMD in any case.

The Bid security of the unsuccessful bidder will be discharged/returned to them within 30 days after finalization and award of the contract without any interest.

- The Bid security may be forfeited:
 - If a Bidder withdraws her/his Bid during the period of bid validity specified in the Bid Document;
 - In the case of successful bidder, if the bidder fails to:
 - (i) accept the offer,
 - (ii) sign the contract,
 - (iii) furnish the performance security within the time specified in the document.

- **Clarification on Bid Document**

In case the Prospective Bidders need any clarification regarding any terms and conditions of the tender, they may seek clarification telephonically/ or through email communication at ym.kandpal@nic.in.

- **Amendment of Bid Document**

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

the Prospective Bidder, modify the Bid Documents by an amendment. The amendment will be uploaded onto LSS Website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>; <https://eprocure.gov.in/epublish/app> for the benefit of all the Prospective Bidders.

- In order to give Prospective Bidders reasonable time for taking an amendment into account in preparing their bids, the Joint Secretary i/c of CPA Cell may at his discretion, extend the deadline for the submission of Bids.

- **Rejection of incomplete and conditional tenders**

The incomplete and conditional tenders will be rejected.

Quoting unrealistic rates will be treated as disqualification.

- **Non transferability**

This tender is non-transferable.

- **Preparation and Uploading of e-Tender**

Bidder should take into account corrigendum, if any, published to the tender document before uploading their bids.

Bidder should get ready the bid documents in advance to be uploaded as indicated in the tender document/schedule and generally, they should be in pdf/xls formats.

Bid documents may be scanned **with 100 dpi with black and white option.**

- The bid uploaded online by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Lok Sabha Secretariat shall be in English only.

- **Documents comprising the Bid**

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

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

- The Technical Bid comprises of all the information/documents sought in should be uploaded onto CPPP in pdf format only. **The documents / information sought should be in the same serial order as given in the Technical Bid format.**
- The Financial Bid shall specify the rates / prices in the format shown in the financial bid/price schedule and should be uploaded onto CPPP in xls format only.

N.B. : All the documents uploaded must be legible and digitally signed, otherwise the Bid will be rejected.

- **Bid Prices**

The rates should be quoted in Indian Rupees only in words as well as figures. GST as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will be summarily rejected.

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

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

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

- **Signing of the Bids**

The Bidder has to authenticate with his digital signature certificate and upload the required bid owning responsibility for its 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.

- **Deadline for submission of Bids**

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

The **Joint Secretary i/c CPA Cell, Lok Sabha Secretariat**, may, at his discretion, extend the deadline for Bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Lok Sabha Secretariat and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

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

Telegraphic/Facsimile/ email 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.

- **Bid Opening**

On the date and time indicated in the '**Critical Date Sheet**' of Notice Inviting Tender (NIT) Bids will be opened in the Office of Pay & Accounts Officer, Parliament House Annexe, Sansad Marg, New Delhi-110001. If the Bid Security is not found as prescribed, the bid shall be summarily rejected.

- **Clarification of Bids**

To assist in the examination, evaluation and comparison of Tenders, the Lok Sabha Secretariat may ask the bidders individually for clarification of their tenders but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Lok Sabha Secretariat during the evaluation of the Tenders.

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

14. Technical Evaluation

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

The CPA Cell shall examine/evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) have the requisite documents along with paper sample to be used as per specifications stipulated in the bid document, (iii) meet the terms and conditions specified, (iv) comply with all the instructions contained therein, etc. **For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.**

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

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

15. Financial Evaluation and Comparison of Substantially Technically Responsive Bids

The CPA Cell, Lok Sabha Secretariat shall carry out the evaluation solely based on the uploaded Schedule of Rates (Price Bids) in the e-procurement system.

The **Financial Bids** of technically Qualified Bidders only will be recommended for opening and consideration by the CPA Cell. The name of the Successful Bidder will be displayed on the CPP Portal and website of Lok Sabha. **The Financial Bids of unsuccessful bidders would not be opened.**

A Bid which in relation to the cost estimates is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder may be rejected as non-responsive.

16. Contacting the officials of the Lok Sabha Secretariat

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

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

17. Award of Contract Criteria

The Contract shall be awarded with the approval of the Competent Authority to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid Documents and who has offered the lowest evaluated bid.

18. Right to accept/reject any or all Bids

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

19. Notification of Award

Prior to the expiration of the prescribed period of Bid Validity, the **Director (C&IT), Lok Sabha Secretariat** will notify the successful bidder on CPPP Portal that her/his bid has been found successful.

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

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

20. Signing of Agreement

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

21. Annulment of the Award

Failure of the successful Bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the Bid Security in which event the Lok Sabha Secretariat may make the award to any other Bidder at the discretion of the Lok Sabha Secretariat or call for New Bids.

Lok Sabha Secretariat reserves the right to disqualify the printer for a appropriate period if she/he fails to print and supply the Publication in time. Further, if the quality/paper/printing/supply of the job has not been found satisfactory, the printer may also be disqualified for a appropriate period as decided by the Secretariat.

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

TERMS & CONDITIONS

- **Application**

The general conditions shall apply to Contract made by the Lok Sabha Secretariat for the printing of **“Souvenir of All India Presiding Officers Conference”** [Multi-colour printing in English and Hindi versions].

- **Standards**

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

The Bidder should furnish the full specification of the Job offered in the Tender. No change shall be permitted after opening of Bids.

- **Performance Security Deposit (PSD)**

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

3.2 PSD shall be in the form of (i) Demand Draft in favour of Drawing and Disbursing Officer, Lok Sabha payable at New Delhi (ii) Deposit Receipts from the scheduled commercial banks in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Nationalised/Scheduled Bank. In case PSD is in the form of Bank Guarantee, such a Bank Guarantee should be from a Nationalised/Scheduled Bank and in the form provided in the **Annexure VI**.

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

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

- **Liquidated damages**

If the printer fails to deliver the job of printing and supply of the Publication within the period prescribed for delivery, the Lok Sabha Secretariat shall be entitled to recover 0.5% of the value of the

delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof.

- **Termination for Default**

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

- the printer fails to deliver the job;
- the job is not performed as per specifications provided to the printer;
- poor quality of printing, paper, material, etc.;
- short supply of the publication; and
- inordinate delay in supplying proofs/ferro proofs, dummies, finally printed Publication.

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

- **Settlement of disputes**

That all disputes arising out of this contract will be referred for arbitration to the arbitrator appointed by Secretary-General, Lok Sabha under the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties to this contract. Provisions of the Indian Arbitration Act, 1996 and any statutory modification / enactments thereto and the rules made there under from time to time shall apply to such arbitration. No part of the Agreement shall be suspended on the ground of pending arbitration proceedings.

- **Mode of Payment**

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

8. Validity of rates

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

9. Change in quantity

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

10. Agreement

The selected printer should sign an Agreement with the Lok Sabha Secretariat as per the specimen **(Annexure VIII)**

11. Lok Sabha Secretariat's Rights

The Lok Sabha Secretariat reserves the right to accept/reject any or all the Bids in whole or in part and annul the Bidding Process without assigning any reason whatsoever.

Provided that a Bid is substantially responsive, the Lok Sabha Secretariat reserves the right to seek necessary information or documentation from the bidder(s), within a reasonable period of time, to rectify non-material, non-conformity, or omission in the bid related to documentation requirements.

Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of her /his bid.

If a Firm after Award of the Contract violates any of the terms and conditions and/or fails to honour its Bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for an appropriate period. EMD/Performance security shall be forfeited.

12. Purchase Orders/Delivery

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

The CPA Cell shall examine whether the printed Publication supplied are in conformity with requirements/specifications in terms of printing, layout designing, quality, size, colour, stitching etc. before its circulation. In case the job is not found as per specifications/requirement of Lok Sabha Secretariat, printer will have to print and supply the requisite quantity afresh on her/his own cost.

13. Penalty for substandard / inferior quality

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

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14. Supply in original packing

Each Souvenir shall individually packed in self-adhesive all clear bag. A pack of 100 Journals to be packed in separate carton/ box for the safety of the publication. Carton will be wrapped with strip/tape. The exact date, time and place of delivery will be intimated by Lok Sabha Secretariat.

15. General/Others

In no circumstances, the firm shall appoint any Sub-Contractor or Sub-Lease the Contract. If it is found that the Contractor has violated these conditions, the order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited. Such action shall not preclude Lok Sabha Secretariat from initiating any other action/proceedings as per law.

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

16. Force Majeure Clause (FMC)

In case the bidder is not able to fulfil the contractual obligation and the period of contract may have become unremunerative due to natural calamity, disaster, act of god etc., after fulfilling due procedure and wherever applicable, parties to the contract may invoke FMC and in such an eventuality, date for completion of contractual obligation shall stand extended for a period of not less than one month and not more than three months without imposition of any cost or penalty on the bidder/concessionaire. The Lok Sabha Secretariat shall reserve the sole right to decide period of

extension based on the specific circumstances and the period for which performance was affected by the *force majeure* events read with the guidelines issued by the Government of India and Disaster Management Act, 2005 from time to time.

The invocation of FMC does not absolve all non-performances of a bidder to the contract, but only in respect of such non-performance as is attributable to restrictions imposed under any Act or executive order.

ANNEXURE I

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information on submitting online Bids on the CPP Portal is available at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

- 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.
- 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.

- 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 theHelpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
- Please go through the Tender Advertisement and the Tender Document carefully to understand the documents required to be submitted as part of the Bid. The number of documents including names and contents of each of the documents that need to be submitted. Any deviation from these may lead to rejection of the Bid.
- 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.
- To avoid the time and effort required in uploading the same set of Standard Documents which are required to be submitted as a part of every Bid, a provision of uploading such Standard Documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" are available. These documents may be directly submitted from the "My Space" are while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 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.
- The Bidder has to sign digitally and upload the required Bid Documents one by one as indicated in the Tender Document.
- Bidder has to select the payment option as "Offline" to pay the Tender Fee/EMD as applicable in the Tender Document.
- 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.
- 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.

- 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.
- 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.
- The uploaded Tender Documents become readable only after the tender opening by the Authorized Bid Openers.
- Upon the successful and timely submission of Bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a Bid Summary will be displayed with the Bid No. and date & time of submission of the Bid with all other relevant details.
- 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

- Any queries relating to the Tender Document and the Terms & Conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.
- Any queries relating to the process of Online Bid Submission or queries relating to CPP Portal, in general, may be directed to the 24X7 CPP Portal Helpdesk.

ANNEXURE II

DETAILED SPECIFICATIONS OF THE SOUVENIR OF ALL INDIA PRESIDING OFFICERS CONFERENCE [ENGLISH AND HINDI VERSIONS]

1	Name of Job	Souvenir of All India Presiding Officers Conference [English and Hindi versions]
2	(i) No. of copies (ii) No. of printed pages	6000 copies* on monthly basis [4000 in English and 2000 in Hindi] (quantity may increase/decrease) 76 pages (approx)
3	Size	A4 size 8" x 11".
4	Paper	70 GSM good quality Art paper (As per sample** of The Parliamentarian) Pictures of sample of Journal uploaded and also available to be seen physically in Room No. 339, PHA on working days from 10.00 AM to 6.00 PM.
5	Process of Printing	High class full depth multi-colour offset printing using CTP thermal Kodak plates. Lok Sabha Secretariat reserves the right to test the

		paper and other material at any time. Officials of Lok Sabha Secretariat may visit the printing press and verify the printing of Publications/Paper Quality, colour photographs, graphics etc. during printing process. If any material used/being used for printing of publications are found of lower quality than the given specifications or not upto the mark the job will be rejected and no compensation will be paid for the same by the Lok Sabha Secretariat.
6	Cover	Good quality glossy cover page as per sample (The Parliamentarian) to be used; 120 GSM art paper finish with multi-colour printing and lamination;
7	Inner & back	Colour photographs of Parliament Library Building, Parliament House, Parliament House Annexe, National Flag & Vande Mataram etc. are to be printing and pasted at the beginning and at the end of the Souvenir. Photographs of the authors will be provided by the Lok Sabha Secretariat. In case the photographs are of low resolution, image corrections of the pictures through high resolution professional software have to be done by the printer.
8	Text	<ul style="list-style-type: none"> • <u>Proof Reading</u>: First proof reading of the text is to be done by the Secretariat. First proof is to be supplied by the Printer within three days after handing over of manuscript to the printer. Revised/ferro proof to be furnished until final approval of competent authority. Final proofs are to be thoroughly checked by the printer and will ensure all corrections, alterations, additions and deletions, etc. are carried out. Final printing must be error free in all respects. • <u>**</u>The printer will have to prepare layouts/designs on suggested pattern and provide proofs/dummy of Souvenir for the approval of the competent authority. Dummies/Proofs, etc. must be provided/supplied to the Lok Sabha Secretariat as and when required. No additional cost will be paid for this work. The printer has to make arrangements for collecting manuscripts and proofs from the Secretariat immediately during office hours or as and when called for.
10	Binding/ Stapling	Stapling as per Sample with center stitching.

11	Packing	Each Souvenir shall be individually packed in self-adhesive all clear bag. A pack of 100 Publications to be packed in separate carton box laying flat to keep the safety of the publication. Carton has to be wrapped with plastic strip/tape. The exact date, time and place of delivery will be intimated by Lok Sabha Secretariat. The Printer has to also supply soft copy of the publication with high resolution
----	---------	--

		photographs in PDF and open format for online facility.
12	Delivery	<p>First proof to be supplied within three days while subsequent proof by next day. As many as required number of proofs have to be supplied. Delivery of next lot is to be supplied as per the schedule maintained by the Lok Sabha Secretariat. The printed publications are to be supplied in packing of 100 publications in separate carton Box to the CPA Cell, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001. The printer will have to make arrangements for lifting & checking of Publication to security personnel on various points of security in Parliament House Complex. No additional cost will be paid for this work. Though the office timings of the Lok Sabha Secretariat are from 10.00 AM to 6.00 PM (Monday to Friday) but proofs/layout designs/printed copies can be required at any time including Saturday/Sunday/Holiday even on beyond office hours, if the need arises.</p> <p>E-text of complete final Souvenir has also to be submitted.</p>

*** In case the additional quantities are required, the printer has to reprint and supply the publication / journal on the agreed rates.**

**** The bidders may see the sample printed Journal: "The Parliamentarian" to check specifications physically in Room No. 339, Parliament House Annexe from 10.00 AM to 6.00 PM on working days in order to have the exact idea of the material/specifications required. Some photographs of sample are also uploaded with the Tender Document.**

Note : (i) The bids submitted without the required physical documents will not be entertained.

(ii) Per copy rates for both English and Hindi are being invited for a Souvenir of All India Presiding Officers Conference for about 76 pages including colour photographs, graphics, text, advertisement etc.

ANNEXURE III

TECHNICAL BIDS INFORMATION AND DOCUMENTS TO BE SUBMITTED

1. Name of the Tenderer / Printer/ Firm
:

2. Address of the Tenderer/ Printer/ Firm:

.....
.....
.....

3. Contact details of the Tendering Firm/Printer:

(a) Tel. No. with STD (O)..... (Fax)

(R)

(b) Mobile No..... (c) E-mail.....

(d) Website

• Name of Proprietor/Partners/Directors of the firm along with PAN No.:.....
.....

• Bidder's bank Details:-

(i) Name of Account Holder:

.....
.....

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

7. Name of Bank

.....

8. Name of Branch with complete Address

.....

.....

.....

9. IFS Code of Branch

.....

9 Digit MICR Code of Branch

.....

(Attach one copy of cancelled Cheque leaf after cutting the Cheque number).

10. Registration and incorporation particulars of firm:

..... (Pl. attach copies of the relevant documents/certificates)

11. GST registration details (Pl. attach copy of the relevant document/certificate).
12. Permanent Income Tax Number (PAN)/Income Tax Circle/TIN (Pl. attach certified copies of last three years Income Tax Returns).
13. Copies of Income Tax Returns showing break-up of income filed for last three financial years
.....
.....
14. Annual turnover for the last three financial years.....
.....
..... (Audited balance sheets/Profit & Loss A/c duly audited by Chartered Accountant should be attached)
15. Proof of two years' experience in printing for any Govt./Semi Govt./Govt. Undertakings/ Autonomous organisations including printing of Publications for at least one year, and/or printing publications of a reputed Publishing House
.....
16. The printer must submit at least one Publication printed by them for any Govt./Semi Govt./Govt. Undertakings/Autonomous organisation, and/or printing publications of a reputed Publishing House. **This must be submitted physically on or before the closing date and time of bid submission end date**
17. The printer must submit at least one sample dummy of Publication in complete shape with the paper & material etc. strictly as per specifications given in Tender Document. **This must be submitted physically on or before the closing date and time of bid submission end date.**
18. Financial Bid Undertaking (Annexure-V).....
.....
19. Tender Acceptance Letter (Annexure-VI).....
.....
20. Declaration regarding blacklisting or otherwise by any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations and/or printing publications of a reputed Publishing House (as per Annexure-VII)
21. Details of Earnest Money Deposit
.....
.....

22. Any other information:

.....
.....

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

Name & Address of the Firm.....Signature of

Authorised Signatory & Seal of the Firm

Dated.....

SAMPLE BOQ SHEET

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

FINANCIAL BID (SAMPLE RATE SCHEDULE)

The below mentioned Financial Bid Format is provided along with this Tender Document at <https://eprocure.gov.in/e-procure/app>. Bidders/Printers are advised to download this V3_BOQ_ItemWise_Template.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidders shall not tamper/modify downloaded Financial bid template in any manner.** In case, if the same is found to be tampered/modified in any manner, the Tender will be completely rejected and EMD would be forfeited and Tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

FINANCIAL BID

Souvenir of All India Presiding Officers Conference

[English and Hindi Versions] A4 SIZE [8"x11"]

1.	<p>Rate per Copy (both English and Hindi). All inclusive of paper, composing, cover, page-making, layout, designing, proofing, corrections multi-colour offset printing, layout designing, preparation of dummies / proofs / ferro proofs, binding / scanning/ cleaning of photographs, preparations of graphics etc. (including material used, packing, delivery etc.)</p> <p>Rate per copy of approx. 76 pages (\pm 6 pages). Prorata rate(s) will be applicable in case of increase /decrease.</p>	<p>Rupees (in Figure)</p> <p>.....</p> <p>Rupees (in words)</p> <p>.....</p> <p>.....</p>
----	--	---

*GST will be applicable as per existing Government rates/slabs.

ANNEXURE IV

FINANCIAL BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

.....

.....

To,

Director (C&IT)
Room No. G-001,
Lok Sabha Secretariat,
Parliament House Annexe,
New Delhi-110001.

Dear Sir,

I/We submit the Financial Bid for the printing and supply of the **Souvenir of All India Presiding Officers Conference, ____ (month), 2020 [English and Hindi versions]**.

- I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agreed to abide by them.
- I/We offer to work at the rates and applicable taxes as indicated in the financial bid.

Yours faithfully,

Signature of authorized Representative with
date

ANNEXURE V

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date :

To

Director (C&IT)
Room No. G-001,
Parliament House Annexe,
Lok Sabha Secretariat,
New Delhi-110001.

Subject : Tender for the printing of Souvenir of All India Presiding Officers Conference, ____ (month), 2020 – English and Hindi versions

Dear Sir,

I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the web site(s), namely, www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app>.

- I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms and conditions/clauses contained therein.
- The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
- I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in totality/entirely.
- I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE VI

DECLARATION

(TO BE GIVEN ON COMPANY LETTER HEAD)

To

Director (C&IT)

Room No. G-001,
Lok Sabha Secretariat,
Parliament House Annexe,
New Delhi-110001.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by all the terms and conditions of this Tender *i.e. **Souvenir of All India Presiding Officers Conference, ____ (month), 2020 [English and Hindi versions]***.

- I/We also confirm that in the event of our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office.
- I/We further undertake that none of the Directors/Partners/Proprietors of the firm was or Directors/Partners/Proprietors of any firm with whom the Government have blacklisted/ banned / suspended business dealing. I/We further undertake that none of the Directors/Partners/Proprietors are facing any criminal case with any court of law. The firm is not facing any NPA of the Banks. I/We further undertake to report to the Lok Sabha Secretariat, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Directors/Partners/Proprietors are Proprietor or Partner or Director of such a firm is **blacklisted/banned/suspended** in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Date:

Designation :

(with Seal of the Firm)

ANNEXURE VII

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

PROFORMA FOR THE CHECK LIST

Name and Address of Press/Firm :

Contact No. _____

Name and address of contact person
along with Mobile No. :

DD/FD receipt/Banker's Cheque or

bank guarantee No. & date

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

PAN Card No.

GST Registration No..

Income Tax Returns (last 3 financial years) 2017-18 _____

2018-19 _____

2019-20 _____

Balance Sheets/Profit & Loss Account 2017-18 _____

(for last 3 financial years) duly audited by CA 2018-19 _____

2019-20 _____

Whether proof of two years' experience in printing for any Govt./Semi Govt./Govt. Undertakings/ Autonomous organisations including printing of Publications for at least one year and/or printing publications of a reputed Publishing House is submitted Yes/No

Whether sample Publication printed for any Govt./ Semi Govt./Govt. Undertakings/Autonomous Yes/No

organisation and/or printing publications of a reputed Publishing House is submitted physically on or before the closing date and time of bid submission end date

Whether dummy of Publication in complete shape

Yes/No

with the paper & material etc.

strictly as per specifications is submitted physically on or before the closing date and time of bid submission end date

Declaration reg. not blacklisted by any

Yes/No

Govt./Semi Govt./Govt. Undertakings/

Autonomous organisations

Whether Tender Acceptance Letter submitted

Yes/No

Whether Financial Bid Undertaking submitted

Yes/No

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

Name with Designation of Authorised Signatory & Seal of the Firm

Dated:

ANNEXURE VIII

PROFORMA

**Agreement for the printing and supply of SOUVENIR OF ALL INDIA
PRESIDING OFFICERS CONFERENCE, ____ (MONTH), 2020**

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

AGREEMENT

The agreement is made on this _____ day of _____, 2020 between Lok Sabha Secretariat herein referred as Party of First Part and M/s. _____ herein referred to as the Printer under the name and style of M./s _____ as Second Part.

Lok Sabha Secretariat acting through the **Director (C&IT)**, hereinafter referred to as the First Part whereas the said Printer as Second Part has agreed with the **Lok Sabha Secretariat** for printing and supply of the required publication with the specifications.

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

01. The Party of the Second Part agrees to undertake the printing of the job as per the requirement and agreed to in their tender and the rates quoted by him/them. The rates are inclusive of all the levies taxes like freight and exclusive as the case may be insurance etc.
02. The printing of the job which are not in conformity with the requirements/specifications are liable to be rejected.
03. This contract shall be effective from the date of signing of the agreement.
04. The Party of the Second Part shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the Secretariat. In case the Printer fails to adhere to prescribed time schedule and other deficiency is found in respect of quality of paper, cover, printing or layout, etc. the Security Deposit is liable to be forfeited and penalty can be imposed as deemed fit by the Secretariat.
05. The Security Deposit paid by the Party of the Second Part for due and faithful performance of the contract by the contractor of all and several covenants herein contained of her/his part to be observed with full power. **Joint Secretary in-charge of CPA Cell** on behalf of the Lok Sabha Secretariat to appropriate the said sum to any damage, penalties and other sums which the Party of the Second Part may be required to pay in case the she/he fails to perform/fulfill or to keep and observe all or any of the said conditions of the agreement on her/his part herein after contained.

06. The Security Deposit shall be released without any interest after successful completion of the work at the end of the contract period including the extended period, if any.
07. That all disputes arising out of this contract will be referred to the arbitration of the arbitrator appointed by Secretary-General, Lok Sabha under the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties to this contract. Provisions of the Indian Arbitration Act, 1996 and any statutory modification / enactments thereto and the rules made there under from time to time shall apply to such arbitration.
08. The Security Deposit is to be forfeited to the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the Party of the Second Part fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period, if any.
09. Lok Sabha Secretariat reserves the right to terminate the contract at any time without assigning any reason.
10. That the tender schedule, terms & conditions, technical specifications, delivery schedule, penalty clause, validity of rates, etc. shall also form part of the agreement.
11. That the Party of the Second Part acknowledges that they have fully acquainted themselves with all the terms and conditions and they shall not plead ignorance of the same. In witness whereof, the Party of the Second Part has set her/his hand and the Lok Sabha Secretariat has caused for and on their behalf to set its hand, the day and the year first above written.

Signature of the authorized official of the
Lok Sabha Secretariat

Signature of the authorised
official of the Printer/Firm

Signature:

Signature:

Name :

Name :

Address :

Address :

FORMAT

AFFIDAVIT FOR THE PRINTING OF SOUVENIR OF ALL INDIA PRESIDING OFFICERS CONFERENCE– 2020

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

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

- *That I am the sole proprietor of M/s _____ (Full Name of sole proprietor with residence address & PAN)

Or

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

- (a)
- (b)
- (c)

Or

*That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.

- That I hereby confirm and declare that my/our Firm/Press M/s _____ is not blacklisted/delisted or debarred with any Government/Semi Govt./Govt. Undertakings/Autonomous organisations as on date.
- That I hereby confirm and declare that my/our firm/Press M/s _____ is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft.
- That I hereby declare that our firm fulfill all qualification criteria and have all required necessary infrastructure available in-house for the printing of the job as per specifications mentioned in the Tender Document.
- That I further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, my/our firm/company shall stand debarred from the present and future empanelment. Besides, Lok Sabha Secretariat shall be entitled to take all such actions as may be deemed fit including termination of contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract.
- That I further undertake that in case of non-fulfilment of contractual obligation where parties have to invoke Force Majeure Clause (FMC), I will not claim for any compensation whatsoever on account of such non-performance
- I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of the Proprietor with Seal)

DEPONENT

Verified at _____ on _____ that the contents of paras 1 to 6 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor with Seal)
DEPONENT

(Signature & Seal of Notary)

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

ANNEXURE X

PERFORMANCE SECURITY BOND FORM

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

- We, _____ (Name the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Secretariat stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Secretariat by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Secretariat in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs._____.
- 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.
- We, _____ (name of the Bank), further agree that the guarantee herein contained shall remain in full force and affect during for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor including warranty obligation. And that it shall continue to be enforceable till all the dues of the Secretariat under or by virtue _____ of _____ the _____ said Agreement have been fully paid and its claims satisfied or discharged or till _____ (Secretariat) certifies that the terms & conditions of the said Agreement have been full and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
- We, _____ (Name of the Bank) further agree with the Secretariat that the secretariat shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms & conditions of the said Agreement or to extend time of performance by the said contract (s) from time to time or to postpone for

any time or from time to time any of the powers exercisable by the Secretariat against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract(s) or for any forbearance, act or omission on the part of the Secretariat or any indulgence by Secretariat to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving.

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

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

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

For _____
(Indicate the name of the Bank)

Witnesses:- 1.

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

FRONT COVER PAGE

TheParliamentarian



Journal of the Parliaments of the Commonwealth

2019 | Volume 100 | Issue Two | Price £14



The Commonwealth at 70: 'A Connected Commonwealth'

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MIDDLE PAGE

CHOGM 2018 OUTCOMES: THE UNITED KINGDOM AS CHAIR-IN-OFFICE

agenda. In particular, there should be transparency on development cooperation with development budgets subject to parliamentary oversight and approval by national Legislatures. This is much in tune with the aims and ambitions of the CHOGM agenda.

The concept note prepared for the Commonwealth Parliamentary Forum provided a powerful approach linking the big challenges facing the Commonwealth to the scope for collaboration in sustainable development and the role of Parliamentarians in addressing these challenges. The Forum

aimed at contributing to the goal to revitalise the Commonwealth's importance and strengthening the crucial role of Parliamentarians.

The four 2018 Commonwealth Summit themes are more sustainable future, a fairer future, a more secure future, and a more prosperous future were a constant reference throughout the Forum. The primary aim of the Forum was to facilitate parliamentary engagement by empowering Parliamentarians with capacity, confidence, and influence, particularly in addressing the SDGs. The proposed outputs of the Forum included a Commonwealth Parliamentary Forum Information Handbook and a final communiqué and statement of commitment.

The programme presentation gave prominence to a re-statement of the Commonwealth Latimer House Principles and the Commonwealth Charter. The project aims were highlighted, as were the UN Sustainable Development Goals (SDGs) and the Commonwealth facts and figures. It led to the themes of the Commonwealth Summit agenda. The opening sessions of the Forum raised the key questions of 'What were the expectations of the diaspora and youth from the outcomes of CHOGM?' and 'Where will the Commonwealth be in 20, 20, and 30 years time?' The diversity of the Commonwealth was seen as a strength with 53 nations, 2.4 billion people and over 2000 cultures.

A robust debate took place on upholding the Commonwealth Charter or challenging it, and whether the Commonwealth of the 21st century could be a uniting force for good. The unique role of Parliamentarians as custodians of the Commonwealth Charter and the Commonwealth Latimer House Principles was questioned with a call for the case for and against to be made and won through debate. Delegates decided in favour of the Commonwealth Charter, but called for it to be strengthened, expanded, modernised, reviewed, and planned, for the Commonwealth to become that '21st century uniting force for good'.

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There was a consensus among the delegates that the 1st SDG Agenda 2030 would not be achieved without Parliamentarians' active involvement on such critical matters for national and global development. They needed to consider whether they should collectively focus on specific SDG targets and how they might decide how best to prioritise and how best to deliver.

The critical role of Parliamentarians was how to prioritise the SDGs and creating an economic system that addressed financing, implementation and monitoring and accountability. There needed to be an evidence-based system and examples were given of the creation of SDG Secretariats and the creation of SDG Champions. There were calls for an ability to share common terms of reference and more recognition of the need to hire staff with greater levels of expertise than the host. It was recognised that the SDGs needed billions of dollars to finance, but the rules had changed. The most important source of finance was now Domestic Resource.

In a live video keynote address from New York, the Deputy Secretary-General of the United Nations, Dr Amr Mohamed, began his remarks by stating that we had billions to invest but the capacity to only disburse them at a trickle. She believed that the CPA had a vital role to play in mobilising domestic resources. There was a consensus around the implementation and delivery of the SDGs, but what was less clear was how this will be financed. The Addis Ababa Agreement on Financing for Development was considered as was Parliament's

role in pushing governments to meet commitments made towards the achievement of the SDGs.

The delegates at the Commonwealth Parliamentary Forum considered that the Commonwealth Charter puts parliamentary democracy at the heart of the Commonwealth. There was a clear need for a mechanism like a Parliamentarians Forum to ensure that Governments at future CHOGMs listened to their Parliamentarians. Delegates agreed a Forum Declaration and sent a letter on Climate Change to the Commonwealth Secretary-General and to the UK Prime Minister, as the current Chair-in-Office.

Towards the end of the Commonwealth Parliamentary Forum in February 2018, London suffered an unreasonable but brisk light snow fall. One delegate, from Cape Town, South Africa, was heard to exclaim it was the first time she had seen snow. To which a delegate standing beside her responded: 'I am from Ontario, Canada, and you call this snow?'

I am fairly sure that Rwanda could provide a warmer welcome for a parliamentary forum as well as an ideal showcase for Kigali's magnificent infrastructure and proud record of women's representation.

The London Commonwealth Parliamentary Forum was the first of its kind, and preceding it as did the CHOGM 2018 in London, attracted considerable attention. From the start, it benefited from the strong support from UK Government Ministers, with the UK Minister for the Commonwealth, Lord Ahmad of Wimbledon much in evidence at the Forum and in discussions with UK Parliamentarians at the earliest date.

To establish formally the UK Parliamentarians' engagement in the CHOGM process, the UK Minister established a 'CHOGM UK Parliamentary Delegation'.



UK Foreign Office officials were asked to draw up a Delegation programme which allowed UK Parliamentarians full access to as many of the CHOGM events throughout the week as possible. A series of meetings were held over CHOGM at which the UK Minister and his team regularly updated UK Parliamentarians on evolving events and progress. This was supplemented by using a series of written and oral parliamentary questions to place on the record the programme developments.

Immediately post CHOGM 2018, the UK Parliament's attention turned to the UK Government's responsibilities as Commonwealth Chair-in-Office. This position requires the outgoing CHOGM host to take responsibility for progressing the commitments made in the Commonwealth Communiqué agreed under their stewardship, over a two-year period or until the

next CHOGM is initiated.

With the agreement of the UK Government, the Parliamentary Delegation was retained, with the intention of meeting regularly with the Ministerial team to monitor progress as Chair-in-Office. The UK CHOGM at which the UK Minister and his team regularly updated UK Parliamentarians on evolving events and progress.

Senior Members of Parliament in both Houses of the UK Parliament have established an informal group of Friends of the Commonwealth who meet regularly to coordinate their activities in parliamentary scrutiny. To this end, a structured series of written and oral parliamentary questions continue to be tabled in the House of Commons and in the House of Lords. The UK Government in turn tabled a lengthy debate to 'take note of the continuing and evolving

role of the Commonwealth and the United Kingdom's relationship with it in the House of Lords.

In my contribution I drew attention to the fact that there had been three major debates on the Commonwealth in the UK Parliament over the previous twelve months. They had plotted the aspirations and courses of the themes set out for CHOGM 2018 at the beginning of the process and the challenges and objectives described in the CHOGM Communiqué. They had also, by default, highlighted issues that appeared to have 'dropped below the radar', which the debate allowed Parliamentarians to highlight.

In the CHOGM Communiqué, priorities were set out for the next two years, which coincided with the UK's period as Chair-in-Office. The UK would play an active role in the important work of rejuvenating the Commonwealth, which would require collective

effort for years to come and member states being supported and sustained over the coming years in honouring their CHOGM commitments.

The engagement between the UK Government and UK Parliament, particularly in the House of Lords, on the post-CHOGM Chair-in-Office phase of Commonwealth developments leans towards an institutional rather than adversarial process, allowing the engagement of both Parliament and Parliamentarians to be fully considered.

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