

TENDER DOCUMENT

FOR

E-TENDERING

For formation of two panels of Printers for the printing of :

MINOR PRINTING JOBS

- (i) Category-A (Screen & Digital Printing Jobs)**
- (ii) Category-B (Offset Printing Jobs)**

LOK SABHA SECRETARIAT

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

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**LOK SABHA SECRETARIAT
(PRINTING SECTION)
ROOM NO. 303, PARLIAMENT HOUSE ANNEXE, NEW DELHI – 110001
Tel. Nos. 2303 4303 & 2303 4309**

NOTICE INVITING E-TENDER

Lok Sabha Secretariat (LSS) invites online bids on Single Stage Basis under **two bid system, viz., Technical Bid and Financial Bid** from the printers having their office in Delhi/NCR (adjacent areas of Delhi) for the **formation of two separate panels of 2 printers each for MINOR PRINTING JOBS** like Letter-heads, Visiting Cards, Profiles, Information Bulletins, Brochures, Folders, Newsletter, etc. in English and Hindi versions **in two categories i.e. (i) Category-A (Screen & Digital Printing), and (ii) Category-B (Offset Printing).**

The validity of the panels so formed shall be for a period of 2 years. However, the Lok Sabha Secretariat shall have the full authority to terminate the entire panel or the contract at any time without assigning any reason therefor.

Manual bids shall not be accepted. Printers who are willing to execute the above printing work may submit their bids separately for empanelment in both the panels as per specifications given in Annexure II. **The bidders may see the printed sample jobs physically in Room No. 303, 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. Document Download:

The Tender document having detailed instructions and terms & conditions are available on the Lok Sabha website www.loksabha.nic.in and CPPP Site <https://eprocure.gov.in/eprocure/app>. **CRITICAL DATE SHEET** for the e-tender is as under:

CRITICAL DATE SHEET

Published Date	12.02.2019 (1700 hours)
Bid Document Download Start Date	12.02.2019 (1700 hours)
Bid Document Download End Date & Time	04.03.2019 (up to 1500 hours)
Bid submission Start Date & Time	12.02.2019 (1700 hours)
Bid submission End Date & Time	04.03.2019 (up to 1500 hours)
Bid Opening Date & Time	06.03.2019 (1100 hours)

3. Bid Submission:

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

Tenderers/printers are advised to follow the instruction “Instructions to Bidder for Online Bid Submission” provided in the ‘Annexure-I’ for online submission of bids”.

Bid documents may be **scanned with 100 to 200 dpi with Black and White** option which helps in reducing size of the Scanned Document.

2. Tenderer who has downloaded the tender from the Lok Sabha Website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) Website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the Tender Form including downloaded Financial Bid Template in any manner. In case the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

3. Intending Tenderers are advised to visit Lok Sabha Website www.loksabha.nic.in and CPPP Website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/addendum/amendment.

4. **NO TENDER FEE** is required to be paid at the time of submission of bids.

5. Bidder is required to submit Earnest Money Deposit (EMD) of **Rs. 5,000/- (RUPEES FIVE THOUSAND ONLY)** for each panel separately in separate envelopes mentioning the name of panel on the top of each envelope in the form of Banker's cheque/Demand Draft drawn in favour of 'Drawing and Disbursing Officer, Lok Sabha' payable at New Delhi, which must be delivered to the **Joint Director (Printing), Room No. 303, Parliament House Annexe, Sansad Marg, New Delhi – 110001** on or before bid submission end date/time as mentioned in Critical Date Sheet. Tenderer shall be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid.

6. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid, the results of their qualification as well as Financial-Bid opening will be intimated later.

SUBMISSION OF TENDER

7. The Tender shall be submitted online in Two parts, viz., Technical Bid and Financial Bid separately for both the panels.

8. All the pages of bid being submitted must be signed by the Bidder irrespective of nature of content of the documents before uploading.

9. The offers submitted by Fax/Email shall not be considered. No correspondence will be entertained in this matter.

10. Bidders can submit their bids for empanelment in any or both the panels.

TECHNICAL BIDS :

11. For CATEGORY-A (SCREEN & DIGITAL PRINTING)

The following signed and scanned copies of documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- i) Proof for payment of Earnest Money Deposit;
- ii) GST Registration Number copy;
- iii) Copy of PAN Card of the Press/proprietor of the firm issued by Income Tax Deptt.;
- iv) Income Tax Returns showing break-up of income filed for the last **three Consecutive Financial Years i.e. 2015-2016, 2016-2017 and 2017-2018;**

- v) Balance Sheet/Profit & Loss Account duly audited by Chartered Accountant for the last **Three Consecutive Financial Years i.e. 2015-2016, 2016-2017 and 2017-2018** as a proof of Annual Turnover of Rs. 15,00,000/- (Rupees Fifteen lakhs) for both the panels.
- vi) The printer must have at least 2 (two) years experience in printing of similar type of jobs mentioned in Annexure-II for the Government department/ Ministries of the Government of India/PSUs/Autonomous Bodies.
- vii) 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.
- viii) Technical Data Sheet as mentioned in **Annexure-III**,
- ix) Financial Bid Undertaking as per **Annexure-IV**,
- x) Tender Acceptance Letter as per **Annexure-V**,
- xi) Declaration regarding blacklisting or otherwise as per **Annexure-VI**, and
- xii) Check List as per **Annexure VII**.

IMPORTANT : Documents to be submitted physically on or before the closing date and time of bid submission end date as mentioned in Critical Date Sheet :

- xiii) Original DD/Banker's cheque as EMD of Rs. 5,000/-.
- xiv) The printer must submit samples of at least two/three similar jobs printed by them during the last four years showing either imprint line or documentary proof thereof.

12. For CATEGORY-B (OFFSET PRINTING)

The following signed and scanned copies of documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- i) Proof for payment of Earnest Money Deposit;
- ii) GST Registration Number copy;
- iii) Copy of PAN Card of the Press/proprietor of the firm issued by Income Tax Deptt.;
- iv) Income Tax Returns showing break-up of income filed for the last **three Consecutive Financial Years i.e. 2015-2016, 2016-2017 and 2017-2018**;
- v) Balance Sheet/Profit & Loss Account duly audited by Chartered Accountant for the last **Three Consecutive Financial Years i.e. 2015-2016, 2016-2017 and 2017-2018** as a proof of Annual Turnover of Rs. 15,00,000/- (Rupees Fifteen lakhs) for both the panels.
- vi) The printer must have at least 2 (two) years experience in printing of similar type of jobs mentioned in Annexure-II for the Government department/ Ministries of the Government of India/PSUs/Autonomous Bodies.
- vii) 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.
- viii) Technical Data Sheet as mentioned in **Annexure-III**,
- ix) Financial Bid Undertaking as per **Annexure-IV**,
- x) Tender Acceptance Letter as per **Annexure-V**,

- xi) Declaration regarding blacklisting or otherwise as per **Annexure-VI**, and
- xii) Check List as per **Annexure VII**.

IMPORTANT : Documents to be submitted physically on or before the closing date and time of bid submission end date as mentioned in Critical Date Sheet :

- xiii) Original DD/Banker's cheque as EMD of Rs. 5,000/-.
- xiv) The printer must submit samples of at least two/three similar jobs printed by them during the last four years showing either imprint line or documentary proof thereof.

NOTE : As bids and the respective supporting documents are to be submitted by the bidders separately in respect to each of the job for which empanelment has to be done, annulment/rejection of one bid will not have any bearing on other bid.

FINANCIAL BID

13. Schedule of Rate/Financial Bid is in the form of “**V3_BOQ_ItemWise_Template.pdf**” separately for both Categories of jobs.

**JOINT DIRECTOR (PTG.)
Printing Section,
Lok Sabha Secretariat.**

INSTRUCTIONS TO THE BIDDERS

1. Bid Document

- (i) Instructions to the bidder/tenderer
- (ii) Terms and conditions of the tender
- (iii) Technical Bid Format
- (iv) 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 formation of panels of 2 printers each for printing and supply of Minor Printing Jobs i.e. (i) Category-A (Screen & Digital Printing), and (ii) Category-B (Offset Printing).

- (i) The printer must have at least 2 (two) years experience in similar type of printing jobs for the Government departments/Ministries of the Government of India/PSUs/Autonomous Bodies, etc.
- (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 capability of delivering job without any compromise with the quality of printing. The printer should submit similar jobs printed by them during last four years. The sample jobs(s) must show their imprint line at appropriate place or documentary proof thereof be submitted. **The samples must reach to the Joint Director(Ptg.), Room No. 303, Parliament House Annexe, New Delhi on or before the closing date and time of bid submission end date and time of Technical Bid mentioned in the Critical Date Sheet.**
- (iv) The printing press/proprietor should have PAN number issued by Income Tax Deptt.
- (v) The printing press should have GST Registration Number.
- (vi) Printing press should have minimum Turnover of Rs. 15,00,000/- (Rupees fifteen lakhs) per year during each of the last three years. (Proof to be attached)
- (vii) The printing press should not have been blacklisted by any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations.

The Financial Bid for the bidder whose Technical Bids found complete and conform the eligibility criteria, shall 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:

- (i) Proof for payment of Earnest Money Deposit;
- (ii) GST Registration Number copy;
- (iii) Copy of PAN Card of the Press/proprietor of the firm issued by Income Tax Deptt.;
- (iv) Income Tax Returns showing break-up of income filed for the last **three Consecutive Financial Years i.e. 2015-2016, 2016-2017 and 2017-2018;**
- (v) Balance Sheet/Profit & Loss Account duly audited by Chartered Accountant for the last **three Consecutive Financial Years i.e. 2015-2016, 2016-2017 and 2017-2018** as a proof of Annual Turnover of Rs. 15,00,000/- (Rupees fifteen lakhs) for both Categories of jobs.
- (vi) The printer must have at least 2 (two) years experience in printing of similar types of jobs for the Government departments/Ministries of the Government of India/PSUs/Autonomous Bodies, etc.
- (vii) 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.
- (viii) Technical Data Sheet as mentioned in **Annexure-III,**
- (ix) Financial Bid Undertaking as per **Annexure-IV,**
- (x) Tender Acceptance Letter as per **Annexure-V,**
- (xi) Declaration regarding blacklisting or otherwise as per **Annexure-VI,** and
- (xii) Check List as per **Annexure VII.**

2. Bid Security/Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) of **Rs. 5,000/- (Rupees Five Thousand only)** **separately for each panel** 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 which must be delivered to "**The Joint Director (Printing) Room no. 303, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001**" on or before the opening of tender. Lok Sabha Secretariat will not take any responsibility for delay or non-receipt. **Separate EMD must be submitted in case printer is willing to be empanelled in both the panels.**

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 45 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 non responsive.

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” will be granted to any bidder 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:

- (a) If a Bidder withdraws his Bid during the period of bid validity specified in the Bid Document; withdraws after accepting the offer;
- (b) 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.

3. Clarification on Bid Document

In case the Prospective Bidders need any clarification regarding any terms and conditions of the tender, they may seek clarification through telephonically/personally.

4. 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 Director (Printing) may at his discretion, extend the deadline for the submission of Bids.

5. Rejection of incomplete and conditional tenders

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

6. Non transferability

This tender is non-transferable.

7. 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 to 200 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 written in English only.

8. Documents comprising the Bid

The Bid should consist of 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 separate (i) Technical Bid, and (ii) the Financial Bid in respect of each printing panel :

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

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

9. Bid Prices

The rates should be quoted in Indian Rupees only in words as well as figures in respect of each printing panel separately. GST will be applicable as per existing government rules. If these levies are included in the price quoted, such bids will summarily be rejected.

Only one price should be quoted for each component of the job(s) 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 till validity of the panel formed/upto the completion of the job. Rates/Prices shall remain fixed till completion of the job. Proof of the job have to be submitted within 3 days while printed copies within 4 days. The schedule can be changed and final schedule will be mentioned in the Purchase Order. 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.

10. Signing of the Bids

The Bidder has to authenticate with his digital signature certificate and upload the required bid owning responsibility for their correctness/authenticating documents one by one as indicated in the tender document. The required documents for the tender should be properly paged and indexed and the requisite information should be highlighted also.

11. 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)**.

Director (Printing), 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/Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received through CPP Portal prior to the closing time and date of the bids will be taken as valid.

12. Bid Opening

On the date and time indicated in the **‘Critical Date Sheet’** of Notice Inviting Tender (NIT) Bids will be opened online at Room No. 303, Parliament House Annexe, Sansad Marg, New Delhi-110001. Authorised representative of the bidders will be permitted to attend the bid opening. If the Bid Security is not found as prescribed, the bid shall summarily be rejected.

13. 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 rejected summarily.

14. Technical Evaluation

The Lok Sabha Secretariat shall carry out the evaluation of the bids separately in respect of each printing panel based on the uploaded certificates/documents in the e-procurement system and required documents submitted physically.

The Printing Committee shall examine/evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents along with the paper samples to be used in the publication(s) as per specifications, (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein,

etc. **For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.** Prior to Financial Evaluation, the Lok Sabha Secretariat will determine the substantial responsiveness of each Bid to the bid document. **The determination of Bid's responsiveness shall be based on the contents of each of the Bids 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 non conformity.

15. Financial Evaluation and Comparison of Substantially Technically Responsive Bids

The 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 in respect of each of these panels only will be recommended for opening and consideration by the Printing Committee. The Lok Sabha Secretariat shall shortlist those who are eligible and submitted substantially technical responsive Bids for opening of Financial Bid. 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 its 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. Formation of panel of printers

Criteria :

Two separate panels of two printers each for Category-A and Category-B jobs shall be formed with the approval of the Competent Authority on the recommendation of the Printing Committee. On the basis of rates quoted by the printers for all the jobs the L-1 bid will be determined. Accordingly, the other bids will be graded as L-2, L-3, L-4 and so on. The L-1 rate so determined shall be offered to L-1 and L-2 printers for each Category. In case the number of printers accepting L-1 rate falls short of the requirement (*i.e.* of 2 printers) the offer may also be passed on to other printers *i.e.* L-3, L-4 Two printers will be chosen for each category.

The panels will be prepared in such a manner so that the two printers can be empanelled for each category of jobs. Bidders can submit their rates for one or both the Categories of the jobs but have to submit rates for each item of that particular category otherwise the bid will not be considered for empanelment.

Allotment of jobs :

Once the panel of printers is formed the jobs will be allotted to the printers serially. In case a printer fails to collect the job or not able to execute the job timely or as per requirement, the job will be allotted to the next printer in the serial maintained alphabetically.

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. As bids and the respective supporting documents are to be submitted by the bidders separately in respect each of the jobs for which empanelment has to be done, annulment/rejection of one bid will not have any bearing on other bid.

19. Notification of Award

Prior to the expiration of the prescribed period of Bid Validity, the **Director (Printing)** will notify the successful bidder(s) on CPP Portal that their 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(s) in accordance with the provisions of Clause 3 of Terms & Conditions of the Tender, **Joint Director (Printing), Printing Section** 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(s), Bidder shall fill the Agreement in accordance with Form of Agreement included in the Bid Document and submit the same to the **Director (Printing), Printing Section** within a week of the date of receipt of Notification of Award. **Printing Section** shall return the draft duly approved within ten days from the receipt of the draft and the Successful Bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the Successful Bidder, all at his own cost within two weeks from the receipt of the approved draft.

21. Annulment of the Award

Failure of the successful Bidder(s) to comply with any of the requirements relating to the jobs for which printer are to be empanelled 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. However, as indicated in clause 18 above annulment of one particular bid will not have any bearing on other bid.

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

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

TERMS & CONDITIONS

1. Application

The general conditions shall apply in contracts made by the Lok Sabha Secretariat for the formation of panels of printers for the printing and supply of Minor Printing Jobs i.e. (i) Category-A (Screen & Digital Printing); and (ii) Category-B (Offset Printing).

2. Standards

The Job supplied under this Contract shall conform to the standards prescribed 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.

3. Performance Security Deposit (PSD)

3.1 Successful Bidder(s) have to deposit Rs. 10,000/- each as PSD **within 7 days** of Notification of the Award of Contract for empanelment in the panels of Minor Printing Jobs i.e. (i) Category-A (Screen & Digital Printing); and (ii) Category-B (Offset Printing).

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 X**.

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 sample.

3.5 In case the successful bidder does not accept the contract and does not deposit performance security within 15 days from the date of award of contract by LSS for whatsoever reason(s), the EMD submitted by the contractor for that particular job shall be forfeited.

3.6 If the successful bidder abandons the contract prematurely, the performance security deposited shall be forfeited and no representation shall be considered by the competent authority.

3.7 In the event of the successful bidder failing to comply with any of the terms and conditions of this contract or he commits any breach of contract or if the services of the contractor are not found satisfactory in respect of a particular printing job, the performance security deposited shall be forfeited and the contract will be terminated immediately. The contractor shall be liable to make good the loss(es), if, any, that may be suffered by LSS due to his/her actions and/or omissions. The decision of the competent authority shall be final and binding upon the contractor.

4. Penalty for delayed delivery

If the printer fails to print and supply the job(s) within the period prescribed for delivery, penalty @ 2% per week on the cost of undelivered item of job shall be levied. Maximum amount of such penalty is limited to 20% of the cost of undelivered items. For further delay, LSS is free to cancel the contract/purchase order at the risk and cost of the vendor/supplier.

For calculation of penalty, part of the week shall be counted a full week. Penalty shall be deducted from the payable dues/PSD.

5. 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 :

- (a) the printer fails to deliver the job;
- (b) the job is not performed as per specifications provided to the printer;
- (c) poor quality of printing, designing, paper, material, etc.;
- (d) short supply of the job(s); and
- (e) inordinate delay in supplying proofs, designs, finally printed copies of the job(s).

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

6. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this Agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. 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. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

7. Mode of Payment

Payment against Bill / Invoice shall be released only after satisfactory execution and receipt of full quantity of printed job(s) and after validation of the same by LSS 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 entire period of validity of the panel *i.e.* 2 years. Rates/Prices shall remain fixed till completion of the job which has been allotted to them during the period of validity of the panel. 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. LSS reserves the right to vary the quantity mentioned. If any additional requirement arises the printer will have to print and supply the job(s) at the same rate.

10. Agreement

The selected printer(s) must sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure VIII**).

11. Lok Sabha Secretariat's Rights

The Lok Sabha Secretariat reserves the right to accept or reject any or all the Bids in whole or in part and 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. As bids and the respective supporting documents are to be submitted by the bidders separately in respect each of the jobs for which empanelment has to be done, annulment/rejection of one bid will not have any bearing on other bid.

12. Purchase Orders/ Delivery

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

The Lok Sabha Secretariat shall examine whether the printed Job(s) supplied are in conformity with requirements/specifications in terms of printing, designing, quality, size, colour, binding, etc. before issuance of the same to the officers/staff of the Lok Sabha Secretariat. In case the job is not found as per specifications/requirement of LSS, printer will have to print and supply the requisite quantity as a fresh on their 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 is liable for Blacklisting.

14. Supply of printed material in convenient packing/bundles

Printed copies of the job(s) have to be supplied in convenient packings/bundles and to be delivered in the Distribution Branch of the LSS.

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.

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

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More information useful for submitting online Bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their Accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENT

- 1) There are various search options built in the CPP Portal, to facilitate Bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organisation Name, Form of Contract, Location, Date, Other keywords, etc. to search for a Tender published on the CPP Portal.

- 2) Once the Bidders have selected the Tenders they are interested in, they may download the required documents/Tender Schedules. These Tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS/e-mail in case there is any corrigendum issued to the Tender document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
- 2) Please go through the Tender Advertisement and the Tender Document carefully to understand the documents required to be submitted as part of the Bid. The number of documents including names and contents of each of the documents that need to be submitted. Any deviation from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 to 200 dpi with Black and White option which helps in reducing size of the Scanned Document.
- 4) To avoid the time and effort required in uploading the same set of Standard Documents which are required to be submitted as a part of every Bid, a provision of uploading such Standard 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

- 1) Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time *i.e.* on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to sign digitally and upload the required Bid Documents one by one as indicated in the Tender Document.
- 3) Bidder has to select the payment option as "Offline" to pay the Tender Fee/EMD as applicable in the Tender Document.

- 4) Bidder should prepare the EMD as per the instructions specified in the Tender Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid Submission or as specified in the Tender Documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded Bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided and no other format is acceptable. If the Price Bid has been given as a standard BoQ format with the Tender Document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it Online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the Bid will be rejected.
- 6) The Server Time (which is displayed on the Bidders' dashboard) will be considered as the Standard Time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids, etc., the Bidders should follow this time during Bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the Server is subjected to symmetric encryption using a System Generated Symmetric Key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents being readable only after the Tender opening by the Authorized Bid Openers.
- 8) The uploaded Tender Documents become readable only after the tender opening by the Authorized Bid Openers.
- 9) Upon the successful and timely submission of Bids (*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.
- 10) The Bid Summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid Opening Meeting.

ASSISTANCE TO BIDDERS

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

DETAILED SPECIFICATIONS OF THE MINOR PRINTING JOBS

Sl. No.	Name of the Job	size	Specifications
CATEGORY A (Screen/Digital Printing)			
1.	Visiting Cards/ Compliment Cards (one or both side)	Usual size	Printing on one/both side with gold seal embossing on one side or gold leaf printing of seal on both side on 350/225 GSM Ivory/Khadi/Natural shade/handmade Card, Two to four colour printing on both side with gold seal/leaf on one side with type setting, designing, printing, etc.
2.	Letter heads [in three sizes--Big i.e. A-4, Medium i.e. $7\frac{1}{2} \times 10\frac{1}{2}$ & Small i.e. A-5]	A-4, Medium & A-5	Single & multi-colour printing with or without Gold seal embossing on 100 GSM DO paper. Text on top and bottom of the letterheads alongwith type-setting and Fancy pad binding
3.	Certificates	$9\frac{1}{4}'' \times 13''$ (Size may vary)	Multi-colour printing/ gloss /screen printing/Leaf printing/ with UV on 400 GSM Ivory Art card/ Handmade paper with type-setting and layout designing, etc.
4.	(i) Gold Seal/Gold Leaf printing (only seal of Government of India) (ii) Screen printing on Cards provided by Lok Sabha Sectt.	On cards provided by LS Sectt.	(i) Gold Seal/Gold Leaf printing on Cards provided by Lok Sabha Secretariat (only seal) (ii) Screen printing on Cards provided by Lok Sabha Sectt. (One/two colour printing) alongwith type-setting & layout.
CATEGORY B (Offset Printing)			
1.	Newsletter/Information Bulletin/other similar type of jobs	A-4	Multi colour printing with photographs & graphs on 170 GSM Art Paper alongwith type-setting, layout/designing and stitching if needed.
2.	Folder (Biodata/profile/ Covers/ other jobs with similar specifications)	A-4/A-5 Size may vary	1/2/3/4 fold multi-colour with photographs, graphs, type-setting, layout/designing, etc. on 300 GSM Art Card with lamination.
3.	Profiles on Eminent Parliamentarians and other jobs with similar specifications (English & Hindi versions) Folder type	Page size= $4\frac{1}{2} \times 9\frac{1}{2}$ (1 Fold consists of four pages) (1/2/3/4 Folds)	Multi-colour printing on 170 GSM Art paper alongwith type-setting, layout/designing, etc.
4.	Mastheads	A-4 size	Multi-colour printing on one side of 80/90 GSM good quality white printing paper with type-setting, layout/designing, etc. with fancy pads of 100 sheets.

Note : 1. **Time Schedule:** Proofs & printed copies are to be provided as and when required by the Secretariat. Normally proof has to be submitted within two days while printed copies have to be supplied within two days after final approval of the proof. In case of urgency proof and printed copies can be demanded within 24 hours. Penalty will be imposed if time schedule is not adhered to by the printer.

2. **Delivery of printed material :** Printed copies are to be supplied in convenient packs to the D-Branch, Parliament House Annexe.

3. **Soft Copy :** Open file (MS Word) and PDF file of the jobs must be supplied by the Printer failing which bill will not be processed for payment.

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
4. Name of Proprietor/Partners/Directors of the firm alongwith PAN No.:
.....
5. Bidder's bank Details:-
 - (i) Name of Account Holder:
 - (ii) Complete A/c No. (Current/Saving).....
 - (iii) Name of Bank
 - (iv) Name of Branch with complete Address
.....
 - (v) IFS Code of Branch
 - (vi) 9 Digit MICR Code of Branch
(Attach one copy of cancelled cheque leaf after cutting the cheque number).
6. Registration and incorporation particulars of firm:
(Pl. attach copies of the relevant documents/certificates)
7. GST registration details (Pl. attach copy of the relevant document/certificate).
8. Permanent Income Tax Number (PAN)/Income Tax Circle/TIN
(Pl. attach certified copies of last three years Income Tax Returns).
9. Copies of Income Tax Returns showing break-up of income filed for last three financial years
.....

10. Annual turnover for the last three financial years
.....
(Balance Sheet/Profit & Loss Account duly audited by Chartered Accountant should be attached)
11. Proof of 2 years experience in printing of similar type of jobs printed for Deptts./ Ministries of Govt. of India/PSUs/Autonomous Bodies of Govt. of India
.....
12. The Printer must submit samples of at least two/three printed jobs of similar type during the last four years by them showing imprint line of the press at the appropriate place or documentary proof thereof. **(To be submitted physically)**
13. Financial Bid Undertaking (Annexure–IV).....
14. Tender Acceptance Letter (Annexure-V).....
15. Declaration regarding blacklisting or otherwise by the govt. departments (as per Annexure-VI)
16. Details of Earnest Money Deposit
.....
17. Any other information:
.....

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

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

Dated.....

SAMPLE FORMAT

NOTE : 1. FILL RATES IN PDF FORMAT AND UPLOAD THE SAME IN COMMERCIAL BID.

2. DO NOT SEND RATES WITH TECHNICAL BID.

3. BIDDERS CAN SUBMIT THEIR RATES FOR ANY OR BOTH THE CATEGORIES i.e. A & B, BUT HAVE TO SUBMIT RATES FOR ALL THE ITEMS OF THAT PARTICULAR CATEGORY.

4. FOR DETAILED SPECIFICATIONS OF THE JOBS, PLEASE SEE ANNEXURE II.

FINANCIAL BIDS (RATE SCHEDULE)

The below mentioned Financial Bid Format is provided as along with this Tender Document at <https://eprocure.gov.in/e-procure/app>. Bidders/Printers are advised to download this Price Bid.pdf 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 BIDS for Minor Printing Jobs

CATEGORY A (Screen/Digital Printing)

- | | | |
|------|--|-----------|
| (i) | (a) Visiting Card (both side) with gold seal embossing on one side
or gold leaf (seal) on both side (single colour) (all inclusive Rate per 100 cards) | Rs. _____ |
| | (b) Visiting Card (both side) with gold seal embossing on one side
or gold leaf (seal) on both side (Multi-colour) (all inclusive Rate per 100 cards) | Rs. _____ |
| (ii) | (a) Letter head (A-4 size) single colour with gold seal embossing
on 100 GSM good quality DO paper
Rate per 100 Letterheads (all inclusive printing & paper) | Rs. _____ |
| | (b) Letter head (Medium size) single colour with gold seal embossing
on 100 GSM good quality DO paper
Rate per 100 Letterheads (all inclusive printing & paper) | Rs. _____ |
| | (c) Letter head (A-5 size) Single colour with gold seal embossing
on 100 GSM good quality DO paper
Rate per 100 Letterheads (all inclusive printing & paper) | Rs. _____ |
| (ii) | (a) Letter head (A-4 size) multi colour with gold seal embossing
on 100 GSM good quality DO paper
Rate per 100 Letterheads (all inclusive printing & paper) | Rs. _____ |
| | (b) Letter head (Medium size) multi colour with gold seal embossing
on 100 GSM good quality DO paper
Rate per 100 Letterheads (all inclusive printing & paper) | Rs. _____ |
| | (c) Letter head (A-5 size) Multi colour with gold seal embossing
on 100 GSM good quality DO paper
Rate per 100 Letterheads (all inclusive printing & paper) | Rs. _____ |

- (iv) BPST Certificates
(Multi-colour printing/Screen/gloss with UV and gold seal embossing, designing, etc. on 400 GSM Ivory Art card)
- (a) Printing charges for upto 500 copies Rs. _____
- (b) Cost of paper per 100 Certificates[@] Rs. _____
- (v) Gold Seal/Gold Leaf printing of National Emblem
(on cards provided by Lok Sabha Sectt.)
Rate per 100 gold seal/leaf impressions Rs. _____
- (vi) Screen printing on cards provided by Lok Sabha Sectt. (type-setting & printing)
Rate per 100 impressions Rs. _____

CATEGORY B (Offset Printing)

- (i) Newsletter/Bulletin (4 page multi-colour with photographs & graphs)
with layout & designing on 130 GSM Art paper
- (a) Printing charges per 4-page bulletin* (upto 1000 copies) Rs. _____
- (b) Paper cost (per 100 copies of 4-pages bulletin) Rs. _____
- (ii) Folder (Biodata/profile/Covers/other similar jobs (1 folder consists of 4 pages)
multi colour printing with photographs, graphs, designing, etc. on 300 GSM
Art Card with lamination
- A-4 Size :**
- (a) Printing charges per Fold (4-page folder*) upto 500 copies Rs. _____
- (a) Cost of paper per Fold (of 4 page) per 100 copies[@] Rs. _____
- A-5 / Royal 8vo Size :**
- (a) Printing charges per Fold (4-page folder*) upto 500 copies Rs. _____
- (a) Cost of paper per fold (of 4 page) per 100 copies[@] Rs. _____
- (iii) Profiles on Eminent Parliamentarians (Folder type)
(Multi-colour printing with composing, designing, etc. on 170 GSM Art card)
- (a) Printing charges for (4-page folder*) upto 500 copies Rs. _____
- (a) Cost of paper per fold (of 4 page) per 100 copies[@] Rs. _____
- (iv) Mastheads (multi-colour printing on one side of 80/90 GSM
good quality white printing paper)
- (a) Printing charges (for upto 1000 copies) Rs. _____
- (a) Cost of paper per 100 sheets' pad of A-4 size paper[@] Rs. _____

* Pro-rata rate will be applicable for additional pages.

@ Pro-rata rate will be applicable for increase/decrease in number of copies.

Note : Rates must be quoted excluding GST, this levy will be applicable as per rule.

FINANCIAL BID UNDERTAKING

(To be given on Company Letter Head)

From

(Full name and address of the Bidder)

.....

.....

To,

Joint Director (Printing)
Room No. 303, Printing Section,
Lok Sabha Secretariat,
Parliament House Annexe,
New Delhi-110001.

Dear Sir/Madam,

I/We submit the Financial Bid for empanelment in the panel of printers for the printing and supply of Minor Printing Jobs *i.e.* Category-A (Screen & Digital Printing)/ Category-B (Offset Printing)*. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agreed to abide by them.

2. I/We offer to work at the rates as indicated in the financial bid and applicable taxes.

Yours faithfully,

Signature of authorized Representative with date

* Strike whichever is not related.

Note : This document is required to be furnished separately for each Bid/Panel.

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

Date :

To

Joint Director (Printing)
Printing Section,
303, Parliament House Annexe,
Lok Sabha Secretariat,
New Delhi-110001.

Dear Sir,

Subject : Tender for the formation of panel of printers for the printing & supply of Minor Printing Jobs i.e. Category-A (Screen & Digital Printing)/ Category-B (Offset Printing)*

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

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms and conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in totality/entirely.

5. I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

* Strike whichever is not related.

Note : This document is required to be furnished separately for each Bid/Panel.

DECLARATION

(TO BE GIVEN ON COMPANY LETTER HEAD)

To

Joint Director (Printing)
Printing Section, 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 for **empanelment in the panel of printers for the printing and supply of Minor Printing Jobs i.e. Category-A (Screen & Digital Printing)/ Category-B (Offset Printing)***. 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.

2. 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 which is **blacklisted/banned/suspended** in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Date:

Designation :

(with Seal of the Firm)

* Strike whichever is not related.

ANNEXURE VII

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

PROFORMA FOR THE CHECK LIST (For Category _____)

(To be furnished separately for each Bid/Panel)

Name and Address of Press/Firm :

Contact No. _____

Name and address of contact person _____
alongwith Mobile No. :

DD/FD Receipt/Banker's cheque/Bank
Guarantee number, amount and date

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

PAN Card No.

GST Registration No..

Income Tax Returns showing break-up	2015-16	_____
of income (last 3 financial years)	2016-17	_____
	2017-18	_____

Balance Sheet/Profit & Loss Account duly audited	2015-16_____	Turnover Rs._____
by Chartered Accountant (last 3 financial years)	2016-17_____	Turnover Rs._____
	2017-18_____	Turnover Rs._____

Proof of 2 years experience in printing of jobs for Govt./Semi Govt./Govt. Undertakings/Autonomous Organisations Yes/No _____

Declaration reg. not blacklisted by any Govt./Semi Govt./Govt. Undertakings/ Autonomous organisations Yes/No _____

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:

PROFORMA

Agreement (on Rs. 100 Non Judicial Stamp paper) for the empanelment in the panel of printers for the printing and supply of Minor Printing Jobs i.e. Category-A (Screen & Digital Printing) / Category-B (Offset Printing)*

[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 _____, 2018 between M/s. _____ herein referred to as the Printer under the name and style of M/s. _____ of the one part.

Lok Sabha Secretariat (LSS), acting through the **Joint Director (Ptg.)**, hereinafter referred to as the other part whereas the said Printer has agreed with the **Lok Sabha Secretariat** for printing and supply of the required publication(s) as per 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 printer 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 Printer 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. Proofs & printed copies are to be provided as and when required by the Secretariat. Normally proof has to be submitted within two days while printed copies have to be supplied within two days after final approval of the proof. In case of urgency proof and printed copies can be demanded within 24 hours. Penalty will be imposed if time schedule is not adhered to by the printer. The schedule can be changed and final schedule will be mentioned in the Purchase Order.

06. The Security Deposit paid by the printer 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. **Joint Director (Ptg.)/in-charge of the Printing Section** on behalf of the Lok Sabha Secretariat to appropriate the said sum to any damage, penalties and other sums which the printer may be required to pay in case the printer 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.
07. 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.
08. 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 thereunder from time to time shall apply to such arbitration.
09. 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 printer 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.
10. Lok Sabha Secretariat reserves the right to terminate the contract at any time without assigning any reason.
11. That the tender schedule, terms & conditions, technical specifications, delivery schedule, penalty clause, validity of rates, etc. shall also form part of the agreement.
12. That the printer 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 printer has set their hand and the Lok Sabha Secretariat has caused for and on their behalf to set their hand, the day and the year first above written.

Signature of the authorized official of the
Printer/Firm

Signature:

Name :

Address :

Signature of the authorized official of the
Lok Sabha Secretariat

Signature:

Name :

Address :

* Strike whichever is not related.

FORMAT

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

(For the empanelment in the panel of printers for the printing and supply of

Minor Printing Jobs i.e. Category-A (Screen & Digital Printing) / Category-B (Offset Printing)*

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:-

1. *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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.)

PERFORMANCE SECURITY BOND FORM

*(For the empanelment in the panel of printers for the printing and supply of
Minor Printing Jobs i.e. Category-A (Screen & Digital Printing) / Category-B (Offset Printing)*)*

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.

2. We, _____ (Name the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Secretariat stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Secretariat by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Secretariat in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs. _____

3. We undertake to pay to the Secretariat any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have not claim against use for making such payment.

4. We, _____ (name of the Bank), further agree that the guarantee herein contained shall remain in full force and affect during for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor including warranty obligation. And that

it shall continue to be enforceable till all the dues of the Secretariat under or by virtue of the said Agreement have been 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.

5. We, _____ (Name of the Bank) further agree with the Secretariat that the secretariat shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms & conditions of the said Agreement or to extend time of performance by the said contract (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretariat against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract(s) or for any forbearance, act or omission on the part of the Secretariat or any indulgence by Secretariat to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

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

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

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

For _____
(Indicate the name of the Bank)

Witnesses:- 1.

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

* Strike whichever is not related.