

**LOK SABHA SECRETARIAT
(PRINTING SECTION)**

**303, PARLIAMENT HOUSE ANNEXE
NEW DELHI-110001**

**DOCUMENT—
FOR EMPANELMENT OF PRINTERS FOR THE PRINTING OF PRESTIGIOUS AND
IMPORTANT PUBLICATIONS OF LOK SABHA SECRETARIAT**

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DOCUMENT FOR EMPANELMENT OF PRINTERS FOR THE PRINTING OF PRESTIGIOUS AND IMPORTANT PUBLICATIONS

SECTION I

Introductory

1.1 A panel of reputed private printers is proposed to be formed for the printing of prestigious and important publications brought out by the Lok Sabha Secretariat. Applicant printer must submit their application to Additional Director (Printing), Room No. 303, Printing Section, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 latest by **01.06.2015**. Documents may be delivered at Distribution Branch of the Lok Sabha Secretariat, New Delhi-110001. If delivered by post, Lok Sabha Secretariat shall not be responsible for loss or delay in transit. The application is non-transferable and documents received after the closing date prescribed above shall not be accepted under any circumstances.

1.2 The most of the publications under this category are *ad-hoc* in nature requiring international standards and multi-coloured printing on fine quality paper, etc. like Rules of Procedure and Conduct of Business in Lok Sabha, Directions by the Speaker, Handbook for Members, Parliament of India, Abstract Series Booklets, Who's Who, List of Members, Newsletters, Constituent Assembly Debates, Constitution of India, Lok Sabha Diaries, Lok Sabha Calendar. Some publications like Profiles of National Leaders, Information Folders, overnight printing of Bulletins, etc. during national/international conferences, Greeting Cards, Gold Seal Embossing, Letterheads of HS/HDS/SG/Chairpersons of various Committees, Visiting Cards/Compliment Cards; BPST Certificates are regular jobs. Jobs will be allotted to a printer after inviting quotations from the empanelled printers.

Formation of sub-panels

1.3 Separate sub-panels will be formed for the printing of regular type of jobs viz. Newsletters, Information Folders, overnight printing of Bulletins, visiting cards, letterheads, Gold Seal Embossing, BPST Certificates, Greeting Cards etc. by inviting limited quotations from the proposed empanelled printers for the printing of prestigious and important publications.

1.4 Since the printing of these publications are mostly time bound, the printing press should be situated in Delhi or its adjacent areas of NCR. The applications received from the printers will be scrutinised with reference to the qualification criteria mentioned in **Section II** of this document. So, before applying for empanelment, please ensure that Printer fulfills the prescribed minimum qualification criteria and accept the printing schedule at the time of allotment of the jobs. **All applicants have to submit a non-refundable processing fee of Rs. 10,000/- (Rupees Ten Thousand only) by Demand Draft drawn on a scheduled bank in favour of Drawing and Disbursing Officer, Lok Sabha payable at New Delhi, failing which their applications will not be processed. No one will be exempted from the prescribed processing fee.** The applications of only such printers who fulfill the criteria for empanelment will be considered after necessary vigilance clearance and will be asked to

submit a Security Deposit of Rs. 50,000/- (Rupees Fifty thousand only) by Demand Draft. This Security will remain with Lok Sabha Secretariat till the printer is on the panel of the Secretariat and no interest will be paid by the Secretariat on the security money deposited by the printer. After the receipt of the Security Money by the Secretariat and signing up of the Contract by the printer, the empanelment process will be completed. This empanelment can be terminated if printer found guilty of breaching the Contract. Applicant must ensure that all the required documents mentioned in the **Section III** are enclosed before submitting the application.

SECTION II

Qualification Criteria for Empanelment of printers for the printing of Prestigious and Important publications.

2.1 The printing press must be in existence for the last 10 (Ten) years out of which printer must have at least 5 (five) years experience in printing of publications for Government department with supportive documents.

2.2 The printing press must be registered as per existing norms from Government Department or should have a Licence/Registration to run the press issued by concerned local Govt. body or Declaration before the Police Commissioner/Magistrate for running/having a press.

2.3 The printer should have expertise in handling high quality printing and capable of delivering jobs in tight schedule and in exigencies to deliver the jobs over the night without any compromise with the quality of printing. The printer should submit quality publications printed by their press during recent years (the sample publications must show their imprint line at appropriate place).

2.4 The printing press/proprietor should have PAN number issued by Income Tax Deptt,

2.5 The printing press should have VAT/TIN Registration.

2.6 The printing press should not have been blacklisted by any Govt./Semi Govt./Govt. Undertakings/Autonomous organisations

SECTION III

Documents required to be enclosed with the application.

3.1 Demand Draft of Rs. 10,000 (Rupees ten thousand) drawn in favour of Drawing and Disbursing Officer, Lok Sabha.

3.2 Self-attested copy of Registration of the Press as per existing norms from Government Department.

- 3.3 Self-attested copy of PAN issued by Income Tax Deptt.
- 3.4 Self-attested copies of complete Income Tax Returns filed during the last three financial years.
- 3.5 Self-attested copies of Audited Balance Sheet for the last three financial years.
- 3.6 Self-attested copy of VAT/TIN registration.
- 3.7 An affidavit on non-judicial stamp paper of Rs.100/- stating that the printer has never been blacklisted by any Government/Semi Government/Government Undertaking/Autonomous Organisations.
- 3.8 Name, address (with residential proof), and mobile/telephone no. of the designated person(s) responsible to deal with the Secretariat in connection with printing of job to be submitted.

SECTION IV

Expectations from the empanelled printers for the printing of prestigious and important publications

- 4.1 Printer should be fully equipped with all facilities** to handle the printing jobs in a given time-frame. Printer should have in-house creative designing facility. They shall collect manuscript/proof, etc. immediately when intimated even on odd hours and holidays. Must be capable of executing urgent jobs round the clock in case of exigency.
- 4.2 Collection and delivery of manuscript, CRC, CD, Print Order, Proof, Ferro Proof, printed material, etc.:** The Printer entrusted with a print job shall make arrangements to collect and deliver all material such as manuscripts, proofs, ferro proofs, CRC, CD, Print Order, printed material, photographs, etc. at their own cost and expenses.
- 4.3. Submission of proofs for approval:** Rates quoted by the printer should be inclusive of all proofs, ferro proofs. Secretariat can ask for any number of proofs/ferro proofs for approval and will not pay separately for more proofs asked to supply before final printing.
- 4.4 Maintenance of High Standard of Publication:** The Printer entrusted the job for printing shall execute the work in the most professional manner maintaining high standards of printing.

SECTION V

General

5.1 Terms of Payment : The Printer shall submit a complete bill/invoice along with the Delivery Challans, and a copy of purchase order issued to him. Payment will be made only after job is delivered completely in all respects. No part payment or advance payment will be made. No interest will be payable on the delayed payments. E-payment will be made direct to the printer's/firm's account. No request for other mode of payment will be entertained.

5.2 Assignment : Once the job is assigned to the printer, it cannot be refused by the printer. A penalty can be imposed on the printer if he fails to deliver the job in time beside other suitable action which will be ascertained at that particular situation. The job should be completed within delivery schedule.

5.3 Delays in the Printer's Performance : Delivery of the printed material shall be made by the Printer in accordance with the time schedule specified by the Lok Sabha Secretariat in the Job Order issued against each job and accepted by the printer. Any inordinate delay by the printer in its delivery obligations shall render the printer liable to any or all of the following:

- (a) Cancellation of the order totally or partially,
- (b) Forfeiture of its Security Money,
- (c) Imposition of penalty,
- (d) Termination of the Contract Agreement.

5.4 Enhancement/reduction in Print Order : The Lok Sabha Secretariat reserves the right to enhance/reduce/restrict/cancel the purchase order in the following situations by revising the purchase order :

- (a) Inordinate delay committed by printer in collecting or delivery of manuscript/proof/printed material, etc. from the Secretariat,
- (b) Unsatisfactory progress of the job at the printer's end noticed during monitoring by the Secretariat.
- (c) Sub-standard quality of printing, binding, paper, etc. noticed at any stage.
- (d) Reduction in requirement.

5.5 Removal from the Panel of Printer : Printer can be removed/blacklisted from the panel of printers for following reasons :

- (i) Refusal of job by an empanelled Printer,
- (ii) Inordinate delay in executing the job,
- (iii) False/forged submission of documents,
- (iv) Poor quality/unsatisfactory execution of printing,
- (iv) Short supply of printed material.

5.6 Taxes and Duties : The printer shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted printed material to the Lok Sabha Secretariat. However, VAT (or any other tax in place of it) applicable in respect of the transaction between the Lok Sabha Secretariat and the Printer shall be payable extra.

5.7 Settlement of disputes : All disputes, differences and questions arising out of or in any way relating to or concerning with this agreement or subject matter thereof or the representative rights, duties or liabilities of the parties shall be referred to the sole arbitration of the arbitrator appointed by the Secretary-General, Lok Sabha or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

5.8 Agreement : The selected printing firms have to sign an Agreement with the Lok Sabha Secretariat (LSS) as per Annexure II

5.9 Purchasers Rights

(i) The LSS reserves the right to accept/reject any or all the Applications in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest bidder.

(ii) The LSS reserves the right to reject the material supplied in case it is of inferior quality and is not of requisite standards.

(iii) The LSS reserves the right to receive PDF/Open (MS Word) file of the publication alongwith high resolution photographs file used in the publications.

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

PROFORMA FOR THE CHECK LIST

Name and Address of Press : _____

 Telephone No. _____
 Name and address and Mobile No. _____
 of contact person : _____
 DD/Pay Order No. amount and date _____

 Registration No. issued from Govt. Deptt. _____
 PAN Card No. _____
 VAT/TIN Registration No.. _____

Complete Income Tax Returns (last 3 fin. years)	2011-12 _____
	2012-13 _____
	2013-14 _____
Audited Balance Sheets (last 3 financial year)	2011-12 _____
	2012-13 _____
	2013-14 _____
Proofs of 5 years experience in printing work with Govt. departments	Yes _____
	No _____
Whether sample copy of quality publication printed for Govt. departments is attached	Yes _____
	No _____
Declaration reg. not blacklisted by any Govt./Semi Govt../Govt. Undertakings/ Autonomous organisations	Yes _____
	No _____

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

Dated:

Name with Designation of Authorised Signatory & Seal of the Firm

**PROFORMA
AGREEMENT FOR THE PRINTING OF PRESTIGIOUS AND IMPORTANT PUBLICATIONS**

[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 _____, 2015
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 **Additional Director (Ptg.)**, herein after 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 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 printer agrees to undertake the printing of publications 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 publications 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. 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. **Additional 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.
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 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.
09. Lok Sabha Secretariat reserves the right to terminate the contract at any time without assigning any reason.
10. That the tender schedule and terms & conditions shall also form part of the agreement.
11. 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
Printing Press/Firm

Signature:

Name :

Address :

Signature of the authorized official of the
Lok Sabha Secretariat

Signature:

Name :

Address :

FORMAT

AFFIDAVIT 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:-

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 or on Holiday list with any Government/Semi Govt./Govt. Undertakings/Autonomous organisations as on date.

3. That I hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft.

4. 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.

5. 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 5 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.)