

**LOK SABHA SECRETARIAT
(General Procurement Branch)**

No. 8/Misc./2015/GPB

Dated 12.06.2015

From

General Procurement Branch

To

All concerned

Subject: Procurement of Plastic Mug (as per sample).

Sir,

The under mentioned item is required by this Secretariat as per format given below:

Sl. No.	Name of the item	Qty.	MRP, if any	Rate (Rs.)	% of VAT (if any)
1	Plastic Mug (as per sample)	200* Nos.			

*Plastic mug may be procured throughout the year, quantity mentioned above is for procurement of item at first instance.

2. The firms having their offices at Delhi/NCR may offer their rates/quotation by hand valid for twelve months at Room No. 408, 4th Floor, General Procurement Branch, Parliament House Annexe, Parliament Complex, New Delhi – 1.
3. The firms have also submit an EMD of Rs. 5000/- in the name of Drawing & Disbursing Officer, Lok Sabha, payable at New Delhi. PSD @ 2% will be taken from the lowest quoted firm which will be kept for twelve months. Successful bidder may have to sign Rate Contract Agreement (as per specimen enclosed) for supply of items for a year.
4. The last date to submit the quotation is 22.06.2015.

Yours sincerely

UNDER SECRETARY
Ph. No. 23035437

AGREEMENT

The agreement is made on this ----- day of ----- 2015 between ----- herein referred to as the contractor carrying on business under the name and style of -----, of the one part and **Lok Sabha Secretariat (LSS)**, acting through the **Director (GPS&SCTC)**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat**, for supply of required Items in conformity with the requirements & specifications.

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

1. The contractor agrees to undertake to supply of **Plastic Mugs** as per the requirement as agreed to in their letter no. dated at the rate of **Rs.** quoted by him/them. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.
2. The supply of writing and erasing items which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from-----to -----. The Tender is valid for one year from the date of signing of/ opening of the tender. The contract may be extended with the same terms and conditions and rates for three more months with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.
4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **Director or Additional Director in charge of the General Procurement Branch** on behalf of the Lok Sabha Secretariat will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
5. The security deposit shall be released after one months after successful completion of the work at the end of the contract period including the extended period, if any
6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary General, Lok Sabha Secretariat or any person nominated by him .The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of

arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

7. The Security Deposit is liable to be forfeited to the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.

8. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.

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

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

Signature of the authorized official of the
Company/Firm

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

Signature:

Signature:

Name :

Name :

Address :

Address :

WITNESSES

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