

**LOK SABHA SECRETARIAT  
(GENERAL PROCUREMENT BRANCH)**

**TENDER DOCUMENT**

**FOR**

**SUPPLY OF SOUVENIR ITEMS  
ON RATE CONTRACT BASIS**

**PARLIAMENT HOUSE ANNEXE  
NEW DELHI**

**TENDER DOCUMENT**

**FOR**

**PROCUREMENT OF**

**SOUVENIR ITEMS**

**ON RATE CONTRACT BASIS**

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**LOK SABHA SECRETARIAT  
(GENERAL PROCUREMENT BRANCH)  
ROOM NO. 408, PARLIAMENT HOUSE ANNEXE, NEW DELHI  
TEL. NOS. 2303 4408, 2303 4410 & Website-www.loksabha.nic.in**

**Tender No:8/Souvenir/2014-15/GPB**

**TENDER NOTICE**

Sealed tenders are invited under **two bids system viz., Part-I Technical Bid and Part-II Financial Bid** from manufacturers/authorized distributors/dealers for **Supply of souvenir items on Rate Contract basis**. The approximate value of annual procurement is **Rs. 50 lakh**.

2. Bidders have to deposit the Earnest Money Deposit (EMD) i.e. **Rs. 1,00,000/-** in the form of Demand Draft drawn in favour of **'Drawing and Disbursing Officer, Lok Sabha'** payable at New Delhi.
3. The technical bids will be opened on **24.04.14 at 1600 hrs** and evaluated by the competent authority/Committee. At the second stage, **Financial Bids of technically qualified Bidders only will be opened on 30.04.2014 at 1600 hrs** for further evaluation and ranking before awarding the contract.
4. Minimum Eligibility of the bidders- Bidders should
  - (i) be an Indian company/firm engaged in supplying Souvenir items in Delhi/NCR and having its Office in Delhi/NCR(HO/RO/Branch Office).
  - (ii) have minimum **three years** of experience of supplying the Souvenir Items in bulk to the Departments/Ministries/PSUs/Autonomous Bodies (**copies of two purchase orders received from Govt. Depts./PSUs during each of last three years should be enclosed**).
  - (iv) have minimum turnover of **Rs. 1 Crore** per year during each of the last three years (valid and certified proof has to be attached).
  - (v) not have been blacklisted by the Depts./Ministries of the Govt. of India/PSUs/Autonomous Bodies (Declaration has to be submitted in the specified format).
5. This tender document consists of (i) Instructions to the Bidders; (ii) Terms and Conditions of the tender; (iii) Technical Bid as mentioned therein (iv) Financial Bid (Price Schedule) and annexures. The tender document can be downloaded from website of Lok Sabha i.e. [www.loksabha.nic.in](http://www.loksabha.nic.in). Bidders are requested to go through the instructions to the bidders and terms & conditions contained in the bid document.



## **SUPPLY OF SOUVENIR ITEMS TO LOK SABHA SECRETARIAT ON RATE CONTRACT BASIS**

**Tender No: 8/Souvenir/2014-15/GPB**

**Date of opening of technical bids: 24.04.2014(1600 hrs)**

**Date of opening of financial bids: 30.04.2014(1600 hrs)**

### **INSTRUCTIONS TO THE BIDDERS**

#### **1. Definitions**

- (i) "The Purchaser" means the Lok Sabha Secretariat
- (ii) "The bidder" means the individual or firm who participates in this tender and submits bid
- (iii) "The supplier" means the individual or firm supplying the goods under the contract
- (iv) "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation

#### **2. Bid documents**

2.1 The bid documents consist of the following:-

- (i) Notice inviting tender
- (ii) Instructions to the bidder
- (iii) Terms and conditions of the Tender
- (iv) Technical bid format
- (v) Financial bid format (Price Schedule)
- (vi) Format for letter of authorization to attend the bid opening.

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

#### **3. Documents / Certificates**

3.1 The bidders are required to submit technical bid enclosing therewith photocopies of following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms (indicating the legal status – company/partnership firm/proprietorship concern, etc.)
- (c) Copy of CST/VAT/TIN Registration Certificates;
- (c) Copy of PAN Card;
- (d) Copies of Income Tax Return filed for last three financial years;
- (e) Copies of audited A/c Statement of Balance sheets and Profit & Loss A/c for last three financial years;

- (f) Proof of experience in supplying to Government Departments (copies of two purchase orders received from Govt. Depts. during each of the last three years should be enclosed)
- (g) Declaration regarding blacklisting or otherwise. **(Annexure-I)**

#### **4. Clarification on Bid Documents**

4.1 A prospective bidder requiring any clarification on the Bid Documents may notify the General Procurement Branch (Under Secretary, General Procurement Branch) in writing or by e-mail at the mailing address [gpb-lss@sansad.nic.in](mailto:gpb-lss@sansad.nic.in). Such requests for clarifications should be sent not later than seven days prior to original or extended deadline for submission of the bids. Explanation of the query but without identifying the source of the inquiry) will be uploaded on to LSS website [www.loksabha.nic.in](http://www.loksabha.nic.in) for the benefit of all the prospective bidders.

4.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to amendment of relevant clauses of the bid document.

#### **5. Amendment of Bid Documents**

5.1 At any time prior to the deadline for submission of bids, the General Procurement Branch (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 amendment. The amendment will be uploaded on to LSS website [www.loksabha.nic.in](http://www.loksabha.nic.in) for the benefit of all the prospective bidders.

5.2 In order to give prospective bidders reasonable time in which to take an amendment into account in preparing their bids, the Director (GP&GS), General Procurement Branch may, at his discretion, extend the deadline for the submission of bids.

#### **6. Rejection of incomplete and conditional tenders**

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

#### **7. Non transferability**

This tender is non transferable.

#### **8. Minimum eligibility criteria**

Bidders should

- (i) be an Indian company/firm engaged in **supplying souvenir items** in bulk in Delhi/NCR and having its Office (head office/regional/Branch Office) in Delhi/NCR.

- (ii) have minimum **three years** of experience of supplying **souvenir items** in bulk to the Departments/Ministries/PSUs/Autonomous Bodies of the Government of India (Valid proof has to be attached).
- (iii) have minimum Turnover of **Rs. 1 crore** per year during each of the last three years (valid and certified proof has to be attached).
- (iv) not have been blacklisted by the Deptts/Ministries of the Govt. of India/PSUs/Autonomous Bodies.  
(declaration has to be submitted in the specified format given at **Annexure-I**)

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

## **9. Preparation of Bids**

### **Language of Bid**

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

### **10. Documents comprising the bid**

The bids prepared by the bidder shall comprise of (i) Technical Bid and (ii) The Financial Bid.

- (i) The technical bid should be sealed in a separate cover and super scribed "**Technical bid for supply of "souvenir items"**". All the information/documents sought should be provided with the technical bid. (The documents / information sought should be in the same serial order as given in the technical bid.
- (ii) The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule

**N.B. All the documents submitted in the bid must be legible and self attested, otherwise, the bid is likely to be rejected.**

### **11. Bid Prices**

11.1 The rates/ prices should be quoted in Indian Rupee only in words as well as figures. Excise duty, sales tax, VAT, packing, forwarding, etc., as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.

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

11.3 Rate should be valid for one year from the date of signing of the agreement. Rates/ prices should remain fixed during the entire period of the contract i.e. one year and shall not be subject to variation on any account. However, in case of decrease in prices, the benefit shall be passed on to the purchaser. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.

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

## **12. Bid Security/ Earnest Money Deposit (EMD)**

12.1 **Rs. 1,00,000/-** as an EMD in the form of banker's cheque/ demand draft from any scheduled bank drawn in favour of "**Drawing and Disbursing Officer, Lok Sabha**" shall accompany the technical bid.

12.2 EMD shall remain valid for a period of 45 days beyond the final validity period of bids (120 days)

12.3 A bid received without Bid security (EMD) shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.

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

12.5 The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.

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

12.7 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during period of bid validity specified in the bid document
- (b) In the case of successful bidder, if the bidder fails to :
  - (i) sign the contract
  - (ii) furnish the Performance security within the specified time in the document

## **13. Period of validity of bids**

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.



## 14. Signing of the bids

14.1 **The bid shall be typed or printed.** All pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.

14.2 All entries in the tender form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

## 15. Submission of Bid

### Sealing, Marking & Submission

15.1 The bid shall be submitted in accordance with the procedure detailed herein.

(i) Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

(ii) **Envelope No.1:** Shall contain the bid security/EMD as indicated in clause 12 of these instructions to bidders.

(iii) **Envelope No.2:** Shall contain all the information and documents in the same serial orders and shown in the technical bid. A covering letter also may accompany the technical bid.

(iv) **Envelope No.3:** shall contain the rates / prices of the items duly filled in (schedule of rates) and signed and stamped. The bidder must fill up quoted price against each item in the spaces provided in the respective columns.

**N.B. Price should not be indicated in any of the documents enclosed in envelope 1 and / or 2.**

15.2 All the above envelopes shall bear the Name of the Work as described in the Notice inviting tenders i.e. supply of Souvenir Items to Lok Sabha Secretariat on rate contract basis along with Tender Number, due date and time and shall be sealed in fourth envelope (Forth envelops should also bear the name of the work as described above along with tender number, due date and time) and addressed to **The Director (GP&GS), General Procurement Branch , Room no. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001** and must reach on or before **24.04.2014 by 3.00 P.M.** Bids should be hand delivered at the aforementioned address on or before the above mentioned date and time. If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be

deemed to remain open for acceptance till the next working day. Bids should be hand delivered at the address mentioned above.

**15.3 The bidders must have to submit samples of the Souvenir Items for which rates are quoted along with their bids. Bids not accompanied by samples will be summarily rejected. The samples will be returned after selection of the bidder (to the unsuccessful bidders only)**

15.4 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened if required.

15.5 The bidder shall seal the bid.

## **16. Deadline for submission of bids**

16.1 No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids

16.2 **Director (GP&GS), General Procurement Branch, Lok Sabha Secretariat,** may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

16.3 The responsibility for submission of the bids in time would rest with the bidder.

16.4 Telegraphic / Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid;

16.5 Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

## **17. Modification and withdrawal of bids:**

17.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of the bids.

17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with clause 15. A withdrawal notice may also be sent by telex/ fax but followed by a signed confirmation copy by post (which should be received by the General Procurement Branch) before the deadline for submission of bids

17.3 Subject to clause 16 no bid shall be modified subsequent to the deadline for submission of bids.

## **18. Bid Opening and Evaluation**

### **Bid Opening**

18.1 Envelop No.1 containing the bid security Bids shall be opened by **Pay and Accounts Officer (P&AO)** of Lok Sabha Secretariat **at 4 PM on the last date for submission of the bids** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found as prescribed the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the firms / employer and also a copy of the authorization as given in the **Annexure- 2**

18.2 Envelop No. 2 containing the technical bid shall then be opened. Bids shall be numbered serially by P&AO. The bidder's names, documents submitted/ not submitted and such other details as the P&AO, at its discretion may consider appropriate shall be announced at the bid opening

18.3 The competent authority shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (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 & conditions of the bid document without material deviation.**

18.4 The financial bids of technically qualified bidders only will be recommended for opening and consideration by the Competent Committee/ Purchase Committee. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order;

18.5 Envelop No.3: Containing the sealed price bid of parties whose bid is found to be generally in order and substantially responsive shall be opened at a subsequent date (after completion of the analysis of the technical bids and recommendations thereof) to be intimated in advance to such eligible bidders.

18.6 Only summary of prices quoted by the bidders will be read out;

## **19. Process to be confidential**

19.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process ;

19.2 Any effort by the bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

## **20. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Committee may ask bidders individually for clarification of their bids, including breakups of unit prices. The request for clarification and the response shall be in writing or e-mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 24 thereof.

## **21. Determination of Eligibility & Responsiveness**

21.1 The empowered Committee will determine whether the bid is substantially responsive to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the bid documents without any deviation or reservation.

21.2 A bid which in relation to the cost estimates of the Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

## **22. Evaluation and Comparison of Bids**

22.1 Only such of the bids as have been determined to be substantially responsive to the requirements of the bid documents, in accordance with Clause 20 will be evaluated. Other non responsive bids will be rejected.

22.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary;

22.3 Evaluation of the bids will take into account, in addition the bid amounts, the following factors;

- a) Arithmetical errors corrected in accordance with Clause 24;
- b) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments ;

22.4 Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation;

## **23. Technical evaluation.**

23.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether all the documents have been furnished, properly signed and whether the bids are generally in order.

23.2 Prior to financial evaluation, pursuant to clause 24, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this

clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

23.3 A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

## **24. Financial evaluation and comparison of substantially responsive technical bids**

24.1 The purchaser shall shortlist those who are eligible and submitted substantially responsive technical bids for opening of financial bid. **Successful bidders would be called to attend opening of financial bids.** The financial bids of unsuccessful bidders would not be opened.

24.2 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt with as follows:

- a) Where there is discrepancy between amounts in figures and in words, amount in words will govern;
- b) Incorrectly added totals will be corrected;
- c) In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail;

If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

**25.** The purchaser may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## **26. Contacting the Purchasers**

26.1 Subject to clause 20 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded

26.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **27. Award of Contract**

### **Award Criteria**

Subject to Clause 24 & 25, the contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid **subject to the selection of the sample by the empowered committee** provided further the bidder has the capability and resources effectively to carry out the contract words.

## **28. Right to accept or reject any or all Bids**

Notwithstanding Clause 24, the Lok Sabha Secretariat reserves the right to accept or reject any bid including the lowest 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.

## **29. Notification of Award**

29.1 Prior to the expiration of the prescribed period of bid validity, the **Director (GP&GS) General Procurement Branch** will notify the successful bidder by fax or e-mail or letter confirming in writing that his bid has been successful .

29.2 The notification of award will constitute the formation of the contract.

29.3 Upon furnishing by the successful bidder of a performance security in accordance with the provisions of Clause 3 of Terms and Conditions of the Tender, **Director (GP&GS), General Procurement Branch** will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

## **30. Signing of Agreement**

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Documents and submit the same to the **Director (GP&GS), General Procurement Branch** within a week of the date of receipt of notification of award. The **Director (GP&GS), General Procurement Branch** 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.

## **31. Annulment of Award**

31.1 Failure of the successful bidder to comply with the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may offer the award to any other bidder at the discretion of the Purchaser or call for new bids.

31.2 Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the item in time. Further, the suppliers whose items do not match the approved quality or perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser.

31.3 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

### **32. Samples of the items-need for the undertaking**

Bidders are requested to examine the souvenir items in respect of which examination of the samples is required before quoting the rates. **The samples may kindly be seen in General Procurement Branch, Room No. 408, Lok Sabha Secretariat (Phone No. 23034408/4410).** Items for which rates are quoted should be similar to the items available with the General Procurement Branch in terms of **quality, colour, shade, size/dimension and weight etc.** Items supplied by the bidder which are not in conformity with items available with the Purchaser will be summarily rejected. Bidders are also required to give an undertaking (**Aannexure-3**) to the effect that the items for which rate are quoted by them are identical/similar to those seen in the General Procurement Branch in terms of **shade, colour, quality, size, weight etc.**

**SUPPLY OF SOUVENIR ITEMS ON RATE CONTRACT BASIS TO L.S.S.**

Tender No. 8/Souvenir/2014-15/GPB

Date of Opening of Technical bids 24.04.2014 (1600hrs)

Date of Opening of Financial bids 30.04.2014 (1600 hrs)

**TERMS AND CONDITIONS OF THE TENDER**

**1. Application**

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods

**2. Standards**

2.1 The goods supplied under this contract shall conform to the standards prescribed/ specifications mentioned there against the goods in the financial bid.

2.2 The bidder should furnish the full specification such as size, shade, colour, weight, length, dimension, make (Brand) of the goods offered in the tender. No change shall be permitted after opening of bids.

**3. Performance Security Deposit (PSD)**

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

3.2. PSD shall be in the form of (i) Demand Draft payable to **Drawing and Disbursing Officer, Lok Sabha**, (ii) Deposit receipt from a Nationalized Bank; or (iii) Bank Guarantee from a Nationalized Bank. In case PSD is in the form of bank guarantee, such a bank guarantee should be from a nationalized bank and in the form provided in the **Annexure-4**

3.3 The PSD should remain **valid** for a period of **sixty days** beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.

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.

**4. Rates/ Prices**

4.1 The rates/prices should be quoted in Indian Rupees only in words as well as in figures. Excise duty, sales tax, VAT as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.



4.2 Rates/prices should be valid for **at least one year** after the date of opening the tender. **Tender rates valid for a shorter period shall be rejected as non-responsive.** No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.

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

## **5. Liquidated damages**

If the supplier fails to deliver the goods/items or any consignment thereof within the period prescribed for delivery, **the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to one week and thereafter at the rate of 1.0% of the value of the delayed supply for each week of delay or part thereof for another two weeks of delay.**

## **6. Force Majeure**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole in part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

## **7. Termination for Default**

7.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part if

- (a) the supplier fails to deliver any or all the goods/items within the time period(s) specified in the P.O., or any extension thereof granted by the purchaser;
- (b) the supplier fails to perform any other obligation(s) under the Contract; and
- (c) the supplier, in either of the above circumstances, does not remedy his failure within the stipulated a period (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

7.2 In the event the purchaser terminates the contract in whole or in part pursuant to para-7.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

## **8. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **9. Set Off**

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the Lok Sabha Secretariat or any other person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or LSS or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or LSS or such other person(s) contracting through the LSS.

## **10. 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 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.

## **11. Mode of Payment**

11.1 Payment against Bill / Invoice shall be released only after execution of the supply order in full and the quality of the items are found to the satisfaction of the LSS. Payment will be made direct to the supplier through **A/c payee cheque only**.

11.2 No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

11.3 No payment will be made for goods rejected at the site on testing.

## **12. Change in quantity**

Quantity given in the financial bid is approximate depending on the usage of the Purchaser/LSS. It may likely to vary depending upon the actual usage and the selected

firms should be able to supply the quantity mentioned in the tender. LSS reserves the right to vary the quantity mentioned.

### **13. Agreement**

The selected bidder should sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen format at **Annexure -5**.

### **14. Purchaser's Rights**

14.1 The LSS reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

14.2 The LSS reserves the right to award the contract to more than one Bidder.

14.3 The LSS reserves the right to relax/withdraw any of the terms & conditions mentioned in the tender document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

14.4 If a firm after award of the contract violates any of the terms & conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/performance security shall be forfeited.

### **15. Delivery**

15.1 The delivery of the souvenir items has to be staggered over the year as given below-

- |       |  |   |                           |
|-------|--|---|---------------------------|
| (i)   | Immediately after placing supply Order | - | 25% of the total quantity |
| (ii)  | Three months thereafter                | - | 25% of the total quantity |
| (iii) | Three months thereafter                | - | 25% of the total quantity |
| (iv)  | Three months thereafter                | - | 25% of the total quantity |

However, LSS reserves the right to change the above schedule of supply depending upon their urgent requirement especially during Parliament Session. In case, the firm fails to supply the required quantity **within 2 working days** from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) by issuing notice and necessary action for **blacklisting** the firm may also be taken.

15.2 The Inspection Team of Lok Sabha Secretariat shall inspect the items on receipt to examine whether the items supplied are in conformity with the sample approved in terms of quality, size, colour, shade, dimensions, etc before placing the same in Souvenir Shop. In case the inspection team rejects the consignment for not conforming to the approved sample, the supplier has to replace the consignment ensuring conformity to the approved sample within the given time.

## **16. Penalty for substandard / inferior quality**

16.1 A penalty of 20% of P.O shall be imposed on the supplier for supplying the souvenir items which are sub standard (inferior quality)/ not as per approved sample, if any. Further the firm is liable for blacklisting.

16.2 If the selected bidder/firm does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser.

## **17. Supply in original packing**

The items (wherever applicable) shall be supplied in original packing from the manufacturer clearly indicating quality no., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.

## **18. Validity of Rates**

Rates quoted should be valid for one year from the date of signing of the contract.

## **19. General/Others**

19.1 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.

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

**SUPPLY OF SOUVENIR ITEMS ON RATE CONTRACT BASIS**

**Tender No :8/Souvenir/2014-15/GPB**

**Date of Opening of Technical bids: 24.04.2014 (1600 hrs)**

**Date of opening of financial bids: 30.04.2014(1600hrs)**

**TECHNICAL BID**

- 1 Name of the bidder:
- 2 Address of the bidder :
3. Contact Details of the bidder :
  - (a) Tel. No. with STD (O)..... (Fax)..... (R).....
  - (b) Mobile No.....(c)E-mail.....(d) Website.....
4. Name of Proprietor/Partners/Directors of the firm/agency:
6. Bidder's bank and its address and his current account number:
7. Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)
8. CST/VAT/Excise Duty/TIN, etc. registration details (Pl. attach copies of the relevant documents/certificates)
- 9 copies of Permanent Income Tax Number (PAN)/Income Tax Circle/TIN of the bidder
10. Copies of Income Tax Returns filed for the last three years should be attached
11. Annual turnover for the last three years  
(Audited a/c statements such as P&L a/c, balance sheets, etc for last three financial years should be attached)
12. Original copy of authorization from manufacturer against this Tender valid throughout the contract period, in case the firm is not a manufacturer of the item.
13. Proof of experience in supplying the items to Govt. Depts (Two copies each of the last 3 years Purchase Orders received from Govt. Depts./PSUs/Autonomous Bodies should be enclosed).
14. Declaration regarding blacklisting or otherwise by the Govt. Departments as given in

**Annexure -I**

15. The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.
16. No. / quantity of samples (enclosed) -----
17. Details of Award / Certificates of merit etc. if any, received from any organization  
(Please attach copy of the certificates, if any)
18. Any other information document: please specify

**N.B. Bidders to ensure that all**

- (i) Pages have been signed and stamped by the authorized persons**
- (ii) Pages have been numbered**
- (iii) Documents are legible (clearly readable)**

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

**Dated.....**

**Name & Address of Firm**

**Authorised Signature & Seal of the Firm**

**SUPPLY OF SOUVENIR ITEMS ON RATE CONTRACT BASIS**

Tender No8/Souvenir/2014-15/GPB

Date of Opening of Technical bids: 24.04.2014 (1600 hrs)

Date of opening of financial bids: 30.04.2014 (1600hrs)

**Schedule of Rates (Financial Bid)**

From

-----  
-----  
-----

To

**The Director (GP&GS)  
General Procurement Branch,  
Lok Sabha Secretariat,  
Parliament House Annexe,  
New Delhi.**

Sir,

I/we have gone through, understood fully and declare that I/ we shall abide by the terms & conditions detailed in the tender document for supply of the items required -

**My / our rates are as under-**

Sl no	Description of the item	Approximate quantity required	Brand Name, if any.	Rate per Unit (Rs.)	Taxes / Duties like Sales Tax/ VAT, excise duty, etc. if any (Rs.)	Logo printing charges , if any	Total price Per unit (5+6+7) In figures	Total amount In Words (Rs.)
1	2	3	4	5	6	7	8	9
--	<b>Pen Stands /Pen holders</b>							
1	Pen Stand Transparent (Acrylic) with two pens with the logo of Parliament of India (as per sample)	100 Nos.						
2	Pen Stand (White Acrylic Sheet) with the logo of Parliament of	100 Nos.						

	India (as per sample)							
3	Pen holder (Wooden) with the logo (Multicolour) of Parliament Museum (as per sample)	500 Nos.						
4	Pen stand with Watch with the logo (Multicolour) of Parliament Museum (as per sample)	100 Nos.						
--	<b>Marble items</b>							
5	Marble Box with the logo (Multicolour) of Parliament Museum (as per sample)	200 Nos.						
6	Pen holder (Marble) with the logo (Multicolour) of Parliament Museum (as per sample)	300 Nos.						
7.	Pen Holder Marble with PH Logo (as per sample)	250 Nos.						
8.	Marble Box with PH Logo (as per sample).	250 Nos.						
9	Water Marble- T- 11 with the logo (Multi-colour) of Parliament Museum (as per sample)	30 Nos.						
10	Paper Weight – Marble with Museum Logo (as per sample)	100 Nos.						



11.	Paper Weight Marble with PH Logo (as per sample)	100 Nos.							
12	Flower Pot Marble Stone with the logo of Parliament Museum	50 Nos.							
13	Marble Tray medium with velvet box (as per sample)	50 Nos.							
--	<b>Brass /Bronze items</b>								
14	Brass Wall plate (200 gm) Round Shape with Museum Logo (as per sample)	50 Nos.							
15	Brass Wall Plate (200 gm) Round Shape with PH Logo	50 Nos.							
16	Brass Plate (200 gm) Round Shape with PH Logo (as per sample)	50 Nos.							
17.	Brass Plate (200 gm) Round Shape with Museum Logo	50 Nos.							
18.	Brass Flower Vase (1 kg) with Parliament Museum	50 Nos.							
19.	Bronze Plate (200 gm) Round Shape with PH Logo (as per sample)	50 Nos.							
20.	Bronze Plate (200 gm) Round Shape with Museum Logo (as per sample)	50 Nos.							
21	Brass Bowl (small) (200 gm)	100 Nos.							

	with PH Logo (as per sample)							
22	Brass Bowl (medium) 300 gm with PH Logo (as per sample)	100 Nos.						
23	Brass Bowl (Big) (400 gm) with PH Logo (as per sample)	100 Nos.						
24	Decorative Bowl Brass with PH Logo (as per sample)	50 Nos.						
25	Decorative Bowl Brass with Museum Logo (as per sample)	50 Nos.						
26	Twin Brass Bowl with velvet box (as per sample)	100 sets						
27	Single bowl brass with velvet box (as per sample)	150 Nos.						
28	Plaque 6 ¼ x 5 ½ inch size) (as per sample with velvet box	100 Nos.						
	<b>Silver item</b>							
29	Single bowl with velvet box (as per sample)	100 Nos.						
30	Twin bowl sets with velvet box (as per sample)	75 sets						
---	<b>Flower vases/Flowerpot (Bone China)</b>							
31	Flower vase (Broad mouth) Bone China with PH Logo (as per sample)	100 Nos.						
32	Flower vase (Small mouth) Bone China with PH Logo	100 Nos.						

	(as per sample)							
	<b>Key Chains</b>							
33	Key chain – Metal with Museum Logo (As per sample)	10000 Nos.						
34	Key Chain Metal with PH Logo (as per sample)	10000 Nos.						
35	Key Chain – Leather with Museum Logo ( As per sample)	5000 Nos.						
----	<b>Paper Weight</b>							
36	Paper Weight – Crystal with PH Logo (as per sample)	300 Nos.						
37	Paper Weight Crystal with Museum Logo (as per sample)	300 Nos.						
38	Paper weight – Rectangular with PH Logo (as per sample)	100 Nos.						
39.	Paper Weight Rectangle with Museum Logo (as per sample)	100 Nos.						
----	<b>Tea Sets / cups / Saucers</b>							
40	Tea sets with golden lining with PH Logo (as per sample)	500 sets						
41	Cup & Saucers with golden lining with PH Logo (as per sample)	500 sets						
--	<b>Bowls (Bone China)</b>							
42	Soup Bowl with spoon with PH Logo (as per sample)	100 sets						
43	Soup Bowl with	100 sets						

	spoon with Museum Logo							
----	<b>Coaster</b>							
44	Coaster sets (6 pcs.) Chrome plated) with Museum Logo (as per sample)	500 sets						
45	Coaster sets (6 pcs) (wooden) with Museum Logo (as per sample)	500 sets						
46	Coaster sets (6 pcs) (wooden) with PH Logo (as per sample)	50 Sets						
---	<b>Bags of different varieties and make</b>							
47	Leather Bags (as per sample)	600 Nos.						
48	Leather Bags (as per sample)	200 Nos.						
49	Leather Bags (as per sample)	400 Nos.						
50	Shoulder Bag- SB-1 (Jute) with Museum Logo (as per sample)	300 Nos.						
51	Shoulder Bag- SB-2 with Museum Logo (as per sample)	200 Nos.						
52	Shoulder Bag- SB-3 with Museum Logo (as per sample)	200 Nos.						
53	Jute Bag with Museum Logo (as per sample)	50 Nos.						
54	Jute bags with the logo of Parliament of India and the text "Bureau of Parliamentary	1000 Nos.						

	Studies and Training” (as per sample)							
---	<b>Scarfs</b>							
55	Silk Scarf (ladies) (as per sample)	100 Nos.						
56	Silk ties (as per sample)	150 Nos.						
57	Silk Scarf (as per sample)	150 Nos.						
	<b>Wallets / Purses</b>							
58	Ladies wallet with Museum logo (as per sample)	100 Nos.						
59	Leather Purse (Gents) with Museum ( as per sample)	500 Nos.						
----	<b>Others</b>							
60	Oil Pastel Colour (Large) (12 pcs.) Camlin with Museum Logo on the packet.	200 Pkt.						
61	Paper Machie Box with velvet box	50 Nos.						
62	Hanging Watch/Pocket watch/Mahatma Gandhi Watch with velvet box (as per sample)	100 Nos.						
63	Oil Pastel Colour Camlin (Large) 12 pcs with PH logo on the packet	200 Pkts						
64	Oil Pastel Colour Camlin (Small) 12 pcs with PH Logo on the packet	200 Pkts						
65	Oil Pastel Colour (Small) 12 pcs. with Museum Logo on the packet	200 Pkts						

66	Calculator (Small) Orpat with Museum Logo ( as per sample)	100 Nos.						
67	Calculator (Small) Orpat with PH Logo	100 Nos.						
68	Colour pencil set (Natraj) 12 pcs. Large with PH Logo	250 sets						
69	Colour Pencil Natraj 12 pcs. Large with Museum Logo	250 sets						
70	Colour pencil set (Natraj) 12 pcs. Small with PH Logo	250 sets						
71	Colour Pencil Natraj 12 pcs. Small with Museum Logo	250 sets						
72	Colour pencil set (Camlin) 12 pcs. Large with PH Logo	100 sets						
73	Colour Pencil Camlin 12 pcs. Large with Museum Logo	100 sets						
74	Colour pencil set (Camlin) 12 pcs. Small with PH Logo	100 sets						
75	Colour pencil set (Camlin) 12 pcs. Small with Museum Logo	100 sets						
76	Pad with Pad cover ( Green leather) (as per sample)	100 Nos.						
77	Cap with Museum Logo (as per sample)	50 Nos.						
78	Cap with PH logo	50 Nos.						

79	Nut tray (Bone China) With Museum Logo (as per sample)	100 Nos.						
80	Nut Tray (Bone China) with PH Logo (as per sample)	100 Nos.						
81	Napkin Stand Bone China with Museum Logo (as per sample )	200 Nos.						
82	Napkin Stand Bone China with PH Logo (as per sample)	200 Nos.						
83	Wooden Box (Small) with Museum Logo ( as per sample)	50 Nos.						
84	Wooden Box (Big) with PH Logo (as per sample)	100 Nos.						
85	Watch set (wooden ) with Museum Logo (as per sample)	50 Nos.						
86	Wooden elephant with Museum Logo (as per sample)	50 Nos.						
87	Mug (Bone China) 300 ml with PH Logo	100 Nos.						
88	Mug (Bone China) 300 ml with Museum Logo	100 Nos.						
89	Mug set (6 piece set) with PH Logo As per sample	100 sets						
90	Mug Set (6 pcs.) with Museum Logo	100 sets						

91	Spiral Note book Small (50 pages) with Museum Logo	500 Nos.						
92	Spiral Note Book Large (50 pages) with Museum Logo	500 Nos.						
93	Beta Parker Pen Single (Premium Gold Ball Pen) with PH Logo	300 Nos.						
94	Beta Parker Pen Single (Premium Gold Ball Pen) with Museum Logo	300 Nos.						
95	Beta Parker Pen sets Vector with PH Logo	500 sets						
96	Beta Parker Pen sets Vector with Museum Logo	200 sets						
97	Wrist Band (Tri-colour) with PH Logo	100 Nos.						
98	Wrist Band (Tri-colour) with Museum Logo	100 Nos.						
99	T-Shirt (10-12 Years) with Museum Logo (as per sample)	100 Nos.						
100	Cello Benz pen set with Museum Logo	200 sets						
101	Cello Benz pen set with PH Logo	200 sets						
102	Cello Acquagrip with Museum Logo	200 nos.						
103	Cello Acquagrip with PH Logo	100 nos.						
104	Paper Carry Bags with Museum Logo (as per sample)	500 Nos.						



105	Paper Carry Bag with Museum Logo (Brown paper) (As per sample)	500 Nos.						
106	Paper Carry bags (Small) with PH Logo	500 Nos.						
107	Paper Carry Bags (Medium) with PH Logo	500 Nos.						
108	Paper Carry Bags (Large) with PH Logo	500 Nos.						
109	School Bag with Museum Logo (As per sample)	300 Nos.						
110	Geometry Box with Museum Logo	50 Nos.						
111	Clip / Exam Board with Museum Logo	50 Nos.						
112	Book Marker (Paper) as per sample with the logo of Museum	300 Nos.						
113	Cushion Cover Ram-H	50 Nos.						
114	Message slip pad 2x2 inch with the logo of Museum	200 Nos.						

**^The approximate quantity may vary.**

Dated

Name & Address of Firm

Authorised Signature & Seal of the Firm

**SUPPLY OF SOUVENIR ITEMS TO LOKSABHA SECRETARIAT ON RATE CONTRACT BASIS**

**Tender No. 8/Souvenir/2014-15/GPB**

**Date of Opening of Technical bids:24.04.2014(1600hrs)**

**Date of Opening of Financial bids :30.04.2014(1600 hrs)**

**DECLARATION**

From

M/s. ....

.....

.....

To

The Director (GP &GS),  
General Procurement Branch  
Lok Sabha Secretariat, Room No.408,  
Parliament House Annexe,  
New Delhi-110001.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/banned / suspended business dealing. I/We further undertake to report to the Lok Sabha Secretariat, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

**(Signature of the Tenderer)**

**Name:**

**Designation with Seal of the Firm**

**Date:**

**SUPPLY OF SOUVENIR ITEMS TO LOK SABHA SECRETARIAT ON RATE CONTRACT BASIS**

**Tender No. 8/Souvenir/2014-15/GPB**

**Date of Opening of Technical bids :24.04.2014(1600hrs)**

**Date of Opening of Financial bids :30.04.2014(1600 hrs)**

**LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING**

Sub. Authorization for attending the technical bid opening on -----and financial bid on ----- of the tender for procurement of the Souvenir Items.

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of M/s.----- (name of the bidder)

Name specimen signature

Alternate representative

Name specimen signature

Signature of the bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder

**N.B. Permission will be denied incase the photocopy of the duly filled in form is not brought at the time of opening**

**SUPPLY OF SOUVENIR ITEMS TO LOK SABHA SECRETARIAT, NEW DELHI**

**Tender No. 8/Souvenir/2014-15/GPB**

**Date of Opening of Technical bids:24.04.2014 (1600hrs)**

**Date of Opening of Financial bids :30.04.2014 (1600 hrs)**

**UNDERTAKING**

From

M/s. ....

.....

.....

To

The Director (GP &GS),  
General Procurement Branch  
Lok Sabha Secretariat,  
Parliament House Annexe,  
New Delhi-110001.

Dear Sir,

This is to inform that I / we have physically examined the samples on ----- of the items for which I/ we have quoted our rates. In case of the tender going in our favour, I/we agree to supply the items as per the samples examined (in terms of quality/ colour/shade / make /weight/ size, etc.)

Yours faithfully,

(Signature of the Tender)

Name:

Designation with Seal of the Firm

Date:

**SUPPLY OF SOUVENIR ITEMS TO LOK SABHA SECRETARIAT ON RATE CONTRACT BASIS**

**PERFORMANCE SECURITY BOND FORM**

In consideration of the Lok Sabha Secretariat (hereinafter called 'the Secretariat') having agreed to exempt ----- (Hereinafter called 'the said Contractor(s)' from the demand, under the terms & conditions of an agreement No. ----- Dated ----- made between ----- and - ----- for the supply of ----- (Hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- ----- we, (Name of the Bank) ----- (hereinafter referred to as 'the Bank' ) at the request of ----- contractor (s) do hereby undertake to pay to the Secretariat an amount not exceeding ----- 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 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-----

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 full paid and its claims satisfied or discharged or till -----

(Secretariat) certifies that the terms and 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 any of the terms and 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 the 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 constitution 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 pervious consent of the Lok Sabha Secretariat in writing.

Dated the ----- day of -----, Two thousand twelve only.

For -----  
(Indicate the name of the Bank )

Witnesses:-

1.

Telephone No. (s):- -----

STD Code- -----

FAX No. -----

E-Mail Address:- -----

2.

**SUPPLY OF SOUVENIR ITEMS TO LOK SABHA SECRETARIAT UNDER RATE CONTRACT**

**SPECIMEN AGREEMENT**

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

Agreement

---

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between M/s. \_\_\_\_\_ herein referred to as the contractor carrying on business under the name and style of M/s. \_\_\_\_\_ of the one part.

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

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 **the Souvenir Item** as per the requirement as agreed to in their bid letter no. -----dated ----- at the rates quoted by him/them. The rates are inclusive of all the levies taxes like sales tax and excise duty freighted. .
2. The supply of **the Souvenir Item** which is not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from----- to ----- . The Tender is valid for a period of one year from the date of signing of/ opening of the tender. 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 @ 0.5 percent for the first week and 1% of the P.Os shall be imposed for each week of further 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/Addl. Director or Deputy Secretary in charge of the General Procurement Branch** on behalf of the Lok Sabha Secretariat will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

5. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any.

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.

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 written above.

Signature of the authorized official of the  
Company/Firm

Signature:

Name :

Address :

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

Signature:

Name :

Address :

**WITNESSES**

1.

1.