

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

**TENDER DOCUMENT**

**FOR**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/PRINTER (A3  
SIZE), PRINTING SPEED 100 CPM AND ABOVE**

**PARLIAMENT HOUSE ANNEXE  
NEW DELHI**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

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

Room No. 408,  
Parliament House Annexe,  
New Delhi-110001

No. 30/1(i)/2016/GPB

Date: 27.09.2016

From

K.C. Pandey  
Deputy Secretary

To

(All concerned)

Sir/Madam,

**Subject: Limited Competitive bidding for supply of Colour Duplicator/Printer (A3 size),  
Printing Speed 100 CPM and above to Lok Sabha Secretariat**

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Lok Sabha Secretariat (LSS) intends to purchase **one Digital Duplicator/Printer (A3 size) Printing Speed 100 CPM and above (required specification at page no. 25)**. Bids are, therefore, invited from the firms dealing with said item.

2. The tender document consists of (i) instructions to the bidders; (ii) terms & conditions of the tender; (iii) schedule of rates (Financial bids); (iv) declaration; and (v) specimen of agreements for after sale service and supply of consumable items. The same can be downloaded from [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 tender document.

Yours sincerely,

**Deputy Secretary**  
**Tel. Nos. 2303 4408**  
**2303 4410**  
**E-mail: [gpb-lss@sansad.nic.in](mailto:gpb-lss@sansad.nic.in)**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

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**Tender No. 30/1(i)/2016/GPB**  
**Date of opening of the bids: 20.10.2016**

**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.

**2. Bid Document**

- (i) Instructions to the bidder
- (ii) Terms and conditions of the tender
- (iii) Information and documents required to be submitted along with the bid
- (iv) Technical Specification of the machine
- (v) Financial bid format (price schedule)

2.2 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.

**3. Minimum eligibility criteria**

Bidder(s) should

- (i) be an company/firm engaged in **supplying Colour Digital Duplicators/Printers (A3 size) of different specifications** in bulk in Delhi/NCR and having its Office (head office/ regional/Branch Office) in Delhi/NCR.
- (ii) should preferably have (manufacturing firms) Quality assurance certification like ISO 9001, ISI/BIS/CE/FDA certification. Copies of the same are to be produced with the tender.
- (iii) have authorization from manufacturer against this tender, in case the firm (s) is not manufacturer of the items (Original copy has to be attached).

- (iv) **In case the bidder is authorized dealer/distributor and not manufacturer, the bidder shall have to submit authorization certificate in respect of after sale service/maintenance of quoted item from the manufacturer in the specified format given at Annexure 6.**
- (v) have minimum **three years** experience of supplying **Colour Digital Duplicators/Printers, Size-A3 of different specifications** in bulk to the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (two copies of Purchase Orders/Experience Certificate received from Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed).
- (vi) have minimum **three years** experience of providing after sale service/maintenance of A3 size Colour Digital Duplicators/Printers to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (two copies of AMC/FSMA papers signed with Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed).
- (vii) have minimum turnover of **Rs. 30 lakh** per year during each of the last three financial years (valid and certified proof has to be attached).
- (viii) 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 given at **Annexure 1**)

#### **4. Documents/Certificates**

The bidders are required to submit 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.)
- (b) 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 Statements i.e. Balance sheets and Profit & Loss A/c for last three financial years;
- (f) Copies of Quality assurance certification like ISO 9001, ISI/BIS/CE/FDA certification;
- (g) Copy of valid certificate of registration with DGS&D specifying the technical details of the product and price under rate contract agreement with DGS&D, if any;
- (h) Original copy of sale authorization from manufacturer against this Tender, in case the firm is not a manufacturer of the item;

- (i) Authorization letter from manufacturer against this tender for providing full and comprehensive maintenance services in case of termination of the dealerships of the bidders by the manufacturing company (original copy has to be attached as per **Annexure 6**);
- (j) Proof of having minimum **three years** experience of supplying the A3 size Digital Duplicators/Printers in bulk to the Departments/Ministries of the Government of India/PSUs/ autonomous bodies (**copies of two Purchase Orders/Experience Certificate received each of the last three years should be enclosed**).
- (k) Proof of having minimum **three years** experience of providing after sale service/maintenance of A3 size Colour Digital Duplicators/Printers to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (two copies of AMC/FSMA papers signed with Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed ).
- (l) Proof of minimum turnover of **Rs. 30 lakhs** per year during each of the last three years (valid and certified proof has to be attached).
- (m) Declaration regarding blacklisting or otherwise (**Annexure 1**).

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

5.1 The Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand Only) should necessarily accompany the Bid in the form of Banker's cheque/Demand Draft drawn in favour of '**Drawing and Disbursing Officer, Lok Sabha**' payable at New Delhi.

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

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

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

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

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

5.7 The bid security may be forfeited, if a bidder withdraws his bid during the period of bid validity specified in the bid document.

5.8 EMD will be refunded to the successful bidder after successful completion of work order.

5.9 EMD of successful bidder can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

## **6. Clarification on Bid document**

In case the prospective bidders need any clarification regarding any terms and conditions of the tender, he/she/they may write to **the Director, Room No. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 (Ph.No 23034408/23034410)** or by e-mail at the mailing address **gpb-lss@sansad.nic.in** well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

## **7. Amendment of Bid document**

7.1 At any time prior to the dead line for submission of bids, the purchaser 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 onto LSS website [www.loksabha.nic.in](http://www.loksabha.nic.in) for the benefit of all the prospective bidders.

7.2 In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the Director, General Procurement Branch may at his discretion, extend the deadline for the submission of bids.

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

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

## **9. Non transferability**

This tender is non transferable.

## **10. Details of Rate Contract with DGS&D.**

The bidders shall also inform whether the machines for which the firm is quoting rates are covered under Rate Contract with DGS&D. In case, the item is covered, the details as to the price, validity period, etc., may be furnished.

## **11. 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.

## **12. Documents comprising the bid**

The Bid should consist all the documents/certificates required to be submitted and also the duly filled in schedule of rates.

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

## **13. Bid Prices**

13.1 The rates should be quoted in Indian Rupees only in words as well as 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.

13.2 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.

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

## **14. 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.



## 15. Signing of the bids

15.1 **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.

15.2 All entries in the bid 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.

15.3 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.

## 16. Submission of Bid

### Sealing, Marking & Submission

16.1 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 5.1 of these instructions to bidders.
- (iii) **Envelope No.2** shall contain:
  - (a) all the information and documents in the same serial order as given in P no. 22 of this tender document. A covering letter also should accompany the bid, and;
  - (b) 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 space provided in the respective columns.

16.2 The above two envelopes shall bear the Name of the Work i.e. **Supply of Colour Digital Duplicator/Printer (A3 size)** along with Tender Number, due date and time and shall be sealed in a third envelope (third envelope also should bear the name of the work as described above along with tender number, due date and time) and addressed to **The Director, General Procurement Branch, Room no. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001** and must reach **on or before 20.10.2016 by 1500 hours**. 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.

16.3 Bids should be hand delivered at the address mentioned in clause 16.2.

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

16.5 The bidder shall seal the bid.

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

17.1 Bids must be submitted to the **Director, General Procurement Branch, Lok Sabha Secretariat, Parliament House Annexe, New Delhi** on or before the prescribed date and time, **i.e., 20.10.2016 by 1500 hours**.

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

17.3 **Director, 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.

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

17.5 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.

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

#### **18. Modification and withdrawal of bids**

18.1 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.

18.2 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 16. 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 Purchaser before the deadline for submission of bids).

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

## **19. Bid Opening and Evaluation**

### **Bid Opening**

19.1 **Envelop No.1** containing the bid security shall be opened by **Pay and Accounts Officer (P&AO)** of Lok Sabha Secretariat **at 1600 hours (4 PM) on the last date for submission of the bids, i.e., on 20.10.2016** 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 summarily be rejected. The representatives are required to bring photo identity card issued by the firm / employer and also a copy of the authorization as given in the **Annexure-2**.

19.2 **Envelop No. 2** containing all the information, documents and duly filled in financial bid indicating the rates / prices as given in clause 16.1 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.

19.3 The empowered Committee/officers shall examine/ evaluate the 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, (v) the requisite bid securities have been furnished; (vi) the bids have been properly signed and stamped; (vii) the bids are generally in order, 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.**

19.4 Only summary of prices quoted by the bidders will be read out.

## **20. Process to be confidential**

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

20.2 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 work order may result in the rejection of the bidder's bid.

## **21. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the empowered committee/official may ask bidders individually for clarification of their bids, including breakdowns 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 23 hereof.

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

22.1 The empowered Committee/officers 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.

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

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

23.1 Only such of the bids as have been determined to be substantially responsive to the requirements of the bid document, in accordance with Clause 22 will be evaluated. **The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.**

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

23.3 Evaluation of the bids will take into account, in addition the bid amounts, the following factors:

- a) Arithmetical errors corrected in accordance with Clause 23.6
- b) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments

23.4 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;

23.5 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.

23.6 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt 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.

23.7 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.

## **24. Contacting the Purchasers**

24.1 Subject to clause 21 (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 the work order is awarded.

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

## **25. Award Criteria**

Subject to Clause 23, the supply order shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and substantially responsive to the bid documents and who has offered the lowest evaluated bid (**which includes the basic price, buyback amount, free initial copies, if any, and CAMC/FSMA rate**). Provided further that the bidder has the capability and resources to carry out the work order effectively.

## **26. Right to accept / reject any or all Bids**

Notwithstanding Clause 23 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 work order, 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.

## **27. Notification of Award**

Prior to the expiration of the prescribed period of bid validity, the **Director General Procurement Branch** will notify the bidders by fax or e mail or letter confirming in writing that their bids have been successful/unsuccessful.

## **28. Annulment of the Award**

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

28.2 Purchaser reserves the right to disqualify the supplier for a suitable period who fails to supply the item in time. Further, the supplier whose item does not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser.

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

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

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**Tender No. 30/1(i)/2016/GPB  
Date of opening of the bids: 20.10.2016**

**TERMS & CONDITIONS**

**1. Application**

The general conditions shall apply in contracts made by the Purchaser for the procurement of machine & their consumables and after sales services.

**2. Standards**

2.1 The machine supplied shall conform to the standards prescribed specifications mentioned there against the item in the financial bid.

2.2 The bidder should furnish the full specification of the items offered in the tender. No change shall be permitted after opening of bids.

**3. Liquidated damages**

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

**4. Termination for Default**

The Purchaser may cancel/terminate the order by written notice, if:

- (a) the supplier fails to deliver the machine 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); and
- (c) the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

**5. Settlement of disputes**

All disputes, differences and questions arising out of or in any way touching or concerning this tender 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 Sabah 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.

## **6. Mode of Payment**

6.1 Payment against Bill / Invoice shall be released only after execution of the supply order 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/RTGS/NEFT (Electronic Mode) only.**

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

## **7. Purchaser's Rights**

7.1 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.

7.2 The LSS reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidder.

7.3 If a firm after award of the work order violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD shall be forfeited.

## **8. Delivery**

8.1 The delivery has to be effected within 10 working days. In case, the firm fails to supply the machine **within stipulated period of time** from the receipt of supply order, EMD shall be forfeited and necessary action for **blacklisting** the firm may also be taken.

8.2 The Inspection Team of Lok Sabha Secretariat shall inspect the item on receipt to examine whether the item supplied are in conformity with requirements/specifications in terms of make, model, quality, size, colour, shade, dimensions, etc. before issuance of the same to the officers/ staff of the Purchaser. In case the inspection team rejects the consignment for not conforming to the required specifications the supplier has to replace the consignment ensuring conforming to the required specifications within the given time.



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

9.1 A penalty of 20% of P.Os shall be imposed on the supplier for any substandard (inferior quality)/incomplete supply along with cancellation of work order. Further, the firm is also liable for blacklisting.

9.2 In case of manufacturing defect the machine will have to be replaced with new one within the guarantee/warranty period. In case of failure to provide / supply the item as approved by the Purchaser, the payment will not be made and the firm will be liable for appropriate action.

## **10. Demonstration of the machines.**

The bidders should also arrange demonstration of the operations of one machine enabling the assessment of the performance by the officials of the empowered Committee/officials, if desired.

## **11. Supply in original packing**

Items shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, place and Price, etc. The supply shall be completed as prescribed in Purchase Order.

## **12. Guarantee/Warranty**

**12.1 A guarantee of minimum output over and the life span of the machine should be given also in writing.**

12.2 In the event of any manufacturing defects of item, the firm/bidder has to replace the same free of cost.

## **13. Comprehensive/Full Service Maintenance Agreement (FSMA)**

The bidders should also quote the rates for providing (i) comprehensive maintenance services on per copy/printout basis after the completion of the initial warranty/guarantee period under Full Maintenance Services Agreement (FSMA) to be entered into with the Purchaser (**Annexure -3**) ; and (ii) comprehensive maintenance services with all spare parts except master rolls and inks (the rates of consumables like master rolls and inks should be quoted separately) under Comprehensive Maintenance Contract (CMC) (**Annexure-4**). **The rates quoted for FSMA, CMC and consumables like master rolls and inks should be valid throughout the normal life of the machine excluding the warranty period or for 6 years whichever is longer period.** Rates/ prices shall not be increased during the entire period of the contract. No claim for compensation

or loss due to fluctuations or any other reasons/ causes will be entertained. After sale service of the machine shall be availed under FSMA or CMC, whichever cost is lower.

#### **14. Scope of work under FSMA**

14.1 FSMA in respect of machine shall cover all spare parts, consumables including toner/inks, developer, drum, labour, software, etc. Machine is to be repaired and maintained regularly. The comprehensive maintenance job will include the following:-

- (a) Serviceability of machine at 100% satisfaction level.
- (b) Maintenance of machine include periodic servicing/cleaning, repair of all minor and major components and whenever necessary replacement of parts.
- (c) Provision of toner/inks and other consumables by the contractor, free of cost, in case exhausted.

For the above jobs, payments will be made to firms on per copy basis.

**14.2 The selected bidder(s) shall be empanelled as authorized Service Provider on the fixed rate for the entire life of the machine excluding warranty period or for six years whichever is longer. FSMA agreement valid for normal life of the machine or for six years whichever is longer (excluding warranty period) will be signed with the selected bidder at the time of purchase of machine (at Annexure 3). In case the service provider is found breaching any terms and conditions at any stage or the services of the service provider is not up to the satisfaction of the Purchaser, the FSMA may be terminated. The decision of the Purchaser shall be final in this regard. The FSMA rate also will be taken into consideration while selecting the machine.**

14.3 The supplier / selected service provider will be required to maintain job card for each machine under FSMA (including all spares and consumables) and lodge all complaints, action taken, parts replaced , time taken in rectification ,etc., which shall be duly signed by user/ engineer. Payment will be made on **quarterly/half yearly basis** after satisfactory execution of the job and on production of pre receipted bills along with copy of all job cards and satisfactory performance reports from the users of the machines. **No advance payment will be made in any case.**

14.4 One per cent (1%) wastage will be deducted on net billable copies

14.5 It will be the responsibility of the selected bidder to ensure the supply of spare parts (including consumables of the machine) and to keep the machine in working order all the times. No payment will be made for supply of spares and consumables.

14.6 In no case duplicate spare parts and refilled toners/inks be supplied. If any item is found to be substandard (inferior quality)/substitute/refilled, the same will be rejected

and any loss caused to the machine due to such spares / ink cartridges shall be recovered from the firm and FSMA bill will not be paid and the bidder also will be liable for appropriate action.

14.7 The supplier should keep sufficient stock of spares and consumables required during FSMA period. In case spares and consumables are required to be imported; it would be the responsibility of the supplier to import and provide the same timely.

14.8 The supplier/selected service provider will undertake service / maintenance of the machine in the presence of the user at the location /site of the machines and provide a copy of call report to the user after getting his / her signature on it indicating the details of the spares replaced and the service provided by the engineer.

14.9 The bidder should have at least one landline telephone, one mobile, one fax line to receive complaint. The details of the same may be furnished in the bid.

14.10 The supplier/selected service provider shall attend to complaint within 24 hours of lodging the complaint during non session and within 4 hours of lodging the complaint during Parliament Session.

14.11 If machine is not repaired within five working days, the firm shall provide standby machine.

14.12 Should any need or eventuality arise, this Secretariat may take services of engineers of the service provider outside working hours including Saturday/Holidays and during Conferences/Seminars. No payment or any additional remuneration shall, however, be made for this purpose.

14.13 FSMA contract is not transferable.

**14.14 In case certain spare parts of the machine cannot be covered under FSMA, the list of such parts should be mentioned clearly in the bid.**

## **15. Scope of work under CMC**

15.1 Scope of 'Comprehensive Maintenance Contract' shall be comprehensive in nature and shall therefore, essentially cover general and breakdown, servicing and repairs/fixing/replacement of all parts of machine including all consumables like drum, developer, etc. (except toners/inks & master rolls) during the contract period at the exclusive risk, responsibility and the cost of the service provider. The term 'maintenance' shall also include rectification of all hardware and software problems/defects and also include cost of all parts/repairs/replacements necessary for the proper maintenance/

functioning of the machine. No extra charges for any general wear and tear/spare parts, etc., shall be made by the Secretariat.

15.2 Cost of toners/inks and master rolls shall be paid by the Purchaser at the rates quoted by the bidder in the financial bids. In this regard, an agreement shall be signed with the Purchaser **(Annexure-5)**.

**15.3 Comprehensive Maintenance Contract (CMC) valid for normal life of the machine or for six years whichever is longer (excluding warranty period) will be signed with the selected bidder at the time of purchase of machine (at Annexure 4). In case the service provider is found breaching any terms and conditions at any stage or the services of the service provider is not up to the satisfaction of the Purchaser, the CMC may be terminated. The decision of the Purchaser shall be final in this regard. The CMC rate and cost of toners/inks and master rolls also will be taken into consideration while selecting the machine.**

15.4 The service provider shall (i) maintain stock of essential spare parts in the store at his nearest service centre; (ii) keep essential spare parts under his custody to ensure spare parts consumed are replaced promptly within 24 hours; (iii) provide the spare parts of the same make/quality as installed in existing machine with warranty or guarantee of one year period; (iv) maintain service log book / file containing maintenance report duly countersigned by the authorized Officer of the Secretariat; and (v) Payment will be made on **half yearly basis** after satisfactory execution of the job and on production of pre receipted bills along with copy of all job cards and satisfactory performance reports from the users of the machines. **No advance payment will be made in any case.**

15.5 Machine under comprehensive maintenance contract shall be repaired with genuine spare parts free of cost and no payment for replacement of spare parts will be made. Machine must be kept neat and clean by the service provider during the service contract.

15.6 For the regular and proper maintenance/upkeep of the machine and for instantaneously attending to the complaints received from this Secretariat, the service provider shall have to depute to this Secretariat at least one well-qualified service engineer having adequate knowledge and wider experience in the relevant field on regular basis.

15.7 The service provider should ensure that all the complaints are attended to by the service engineers immediately. The complaint calls received directly from the users concerned shall also be honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The firm should specify the down time for a system, which should not, in any case, be more than 24 hours on any working day (otherwise max. 48 hours, including holidays)

15.8 In the event of any or part of systems covered under CMC to be taken to workshop for repair, etc. the service provider should also provide appropriate stand-by system so as to ensure that work of the user concerned is not hindered.

15.9 Should any need or eventuality arise, this Secretariat may take services of engineers of the service provider outside working hours including Saturday/Holidays and during Conferences/Seminars. No payment or any additional remuneration shall, however, be made for this purpose.

15.10 The service provider shall also provide functional mobile phones to the service engineers for contact and urgent communications.

15.11 The service provider should have establishment such as office space, adequate human resources such as service engineers/ technical staff, etc.

15.12 CMC is not transferable.

**15.13 In case certain spare parts of the machine cannot be covered under CMC, the list of such parts should be mentioned clearly in the bid.**

## **16. Free initial copies**

Offers of free initial copies with machines will be preferred. The bidder will arrange to supply all the master rolls and toners/inks to be used for completing the free initial copies in advance.

## **17. General/Others**

17.1 In no circumstances, the firm shall appoint any sub-contractor. If it is found that the contractor has violated these conditions, the order will be terminated forthwith without any notice and EMD will be forfeited.

17.2 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 him / her is found to be false at any stage, it would be deemed to be a breach of terms of tender making him / her liable for **legal action besides cancellation of work order.**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

**Tender No. 30/1(i)/2016/GPB  
Date of opening of the bids: 20.10.2016**

**INFORMATION AND DOCUMENTS TO BE SUBMITTED**

1. Name of the Tenderer Firm/Agency/Company: .....
2. Address of the Tenderer Firm/Agency/Company:.....  
.....
3. Contact details of the Tendering Firm/Agency:
  - (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: .....
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: .....
7. CST/VAT/Excise Duty/TIN, etc. registration details .....
8. Permanent Income Tax Number (PAN)/Income Tax Circle/TIN .....
9. Copies of Income Tax Returns filed for last three financial years.....  
.....

10. Annual turnover for the last three financial years .....  
 .....  
 (Audited balance sheets and Profit & Loss A/c Statement should be attached)
11. Quality assurance certification (in case of Manufacturing organizations only) like ISO 9001, ISI/BIS/CE/FDA certification, etc. DGS&D registration certificate, if any, issued by the authorized organization, photocopies of the same are to be produced with the tender.....
12. Original copy of authorization from manufacturer against this Tender, in case the firm is not a manufacturer of the machine.....
13. Authorization letter from manufacturer against this tender for providing Full and Comprehensive Maintenance Services, in case of termination of the dealerships of the bidder by the manufacturing company (original copy has to be attached as per prescribed format **Annexure 6**).....
14. Proof of three years experience in supplying Colour Digital Duplicators/Printers, A3 size to Govt. Depts/PSUs/Autonomous Bodies (Copies of two Purchase Orders/ Experience Certificates received from Govt. Depts./PSUs during each of the last three years should be enclosed).....
15. Proof of **three years** experience of providing after sale service/maintenance of A3 size Colour Duplicators/Printers to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (two copies of AMCs/FSMA papers signed with Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed).....
16. Declaration regarding blacklisting or otherwise by the Govt. Departments as given **Annexure 1**.....
17. Documents in support of having registration with DGS&D for supplying the item under rate contract to the Government Departments/ PSU's (Refer Clause No. 10 of Instructions to the bidders) .....
18. The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.....
19. Duly filled in authorization for attending the bid opening (**Annexure 2**).....
20. Details of Earnest Money Deposit .....

- 21. Samples of colour shades of machine (at least five printouts in A-4/A-3 size of each shades).....
- 22. Details of Award / Certificates of merit, etc., if any, received from any organization (Please attach copy of the certificates, if any) .....
- 23. 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**

**Encls.: As Above**



**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

Tender No. 30/1(i)/2016/GPB  
Date of opening of the bids: 20.10.2016

**TECHNICAL SPECIFICATIONS OF THE MACHINE**

**COLOUR DIGITAL DUPLICATOR WITH SINGLE DRUM**

**Make, Model quoted by the bidder .....**

**Name and Complete Address of the manufacturer.....**

.....

<b>Sl. No.</b>	<b>Minimum required specification of machine</b>	<b>Specification of machine for which bidder quoted</b>
1	Print Speed – Minimum 100 Copy Per Minute (CPM)	
2	Printing Paper Size – A5 – A3	
3	Printing Paper weight- Up to 210 GSM or more	
4	Function- Mono Drum with extra colour drums (Black, Green, Blue, Red and Golden) (Colour shades must be matched with this Secretariat’s requirement)	
5	Resolution Print – 600 dpi x 600 dpi Scan– 600 dpi x 600 dpi	
6	Computer compatible with computer interface/LAN Card	
7	Print Reproduction Ratio: Pre-set Enlargement:..... Pre-set Reduction:..... Zoom : .....	
8	Paper Supply Capacity.....	
9	Warm up Time.....	
10	Master Making Time	
11	Power Consumption	
12	Operating voltage	
13	Operating Condition	

14	Sound level	
15	Dimension without stand	
16	Weight without stand	
17	Trolley	
18	CVT	
19	Two dust covers	
20	Manual along with all spares and accessories required for the functioning of the equipment	

**Note:**

- (i) Tenderers shall also give detailed specifications of the machine.
- (ii) The machine shall be supplied with starter kit, one master roll, and one ink cartridge of each shade.
- (iii) The suppliers will have to provide free training for at least two operators at each place of installation free of cost.
- (iv) Samples of colour shades may be seen in General Procurement Branch, Room No. 408, Parliament House Annexe, New Delhi-110001
- (v) Tenderers shall furnish at least five samples of each colour shades of machine (printouts in A-4/A-3 size papers) with the bids. Bids without samples of colour shades will be summarily rejected.

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

**Tender No. 30/1(i)/2016/GPB  
Date of opening of the bids: 20.10.2016**

**From**

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

**To**

**The Director  
General Procurement Branch,  
Lok Sabha Secretariat, Parliament House Annexe,  
New Delhi-110001.**

**Sir,**

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

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

**SCHEDULE OF RATES (FINANCIAL BIDS)**

**(1) Equipment**

Sl. No	Make/ Model of the machine	Qty.	Rate per unit (in Rs.)	Buy-back Amount (for old Gestener Copy Printer, Model DX 4640) (in Rs.)	Effective Price per unit (in Rs.)	VAT/ CST, if any (in Rs.)	Total Amount Per unit (in Rs.)	Free initial copies	Life of the Machine in terms of number of years and number of impression	Rate of per drum if not covered with the machine free of cost (in Rs.)	Whether samples of Colour shades of quoted machine submitted
	1	2	3	4	5 (3-4)	6	7 (5+6)	(8)	(9)	(10)	(11)
		1 no.									

- Note:**
- (i) Bidders will furnish five samples of each colour shades of quoted machine (printouts in A-4/A-3 size paprs). Bids without samples of colour shades will be summarily rejected.
  - (ii) The bidder will arrange to supply all consumable items like master rolls and toners/inks to be used for completing the free initial copies in advance.
  - (iii) Bidders are required to furnish as to whether required colour drums are free of cost with the machine or indicate prices of each drum separately. Purchaser may order any of the drum.
  - (iv) Bidders are required to furnish the following certificate along with the bid documents on their letterheads duly signed and stamped:  
 "Guaranty / warranty certificate"  
 'A certificate stating that the machine to be supplied, in case of selection, are brand new, unused, non refurbished, and original and conform to the technical specification given therein.'
- Bids received without the above mentioned certificate will be liable for disqualification.

**(2) Consumables like Master rolls and ink cartridges**

Sl. No.	Complete description of item	Rate per unit (in Rs.) *	VAT, if any
1	<b>Master Roll</b> Make/Model/Series..... Size..... No. of sheets per roll.....		
2	<b>Ink cartridges</b>		
	<b>(i) Black</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		
	<b>(ii) Green</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		
	<b>(iii) Blue</b> Make/Model/Series..... .....ml in one ink cartridge		

	Yield ..... (number of pages in one ink cartridge) per ink cartridge		
	<b>(iv) Red</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		
	<b>(v) Golden</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		

**\*Rates will be valid for whole life of the machine**

**(3) Full Service Maintenance with all spare parts and consumables/Comprehensive Maintenance with spare parts without master rolls and ink cartridges**

<b>Full Service Maintenance (Per Copy Charges) (in Rs.)</b>	<b>Comprehensive Maintenance charges per annum with all parts without master rolls and ink cartridge (in Rs.)</b>
<b>A3 size (Black) .....</b>	
<b>A3 size (Colour).....</b>	
<b>A4 size (Black) .....</b>	
<b>A4 size (Colour).....</b>	

**Note:** (i) All spare parts and consumables like master rolls, ink cartridges, drum, developer, services, etc., will be covered under Full Service Maintenance Agreement. Charges will be paid per copy basis and no extra charges will be paid by this Secretariat.

(ii) All spare parts including drum, developer, etc., except master rolls and ink cartridge will be covered under Comprehensive Maintenance Contract. This Secretariat will pay extra only for master rolls and ink cartridges.

(iii) Rates will be valid for whole life of machine in both cases. No increase in the prices will be entertained at any stage.

**Dated..... Name & Address of Firm.....**

**Authorised Signature & Seal of the Firm**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

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**Tender No. 30/1(i)/2016/GPB  
Date of opening of the bids: 20.10.2016**

**DECLARATION**

To

The Director,  
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.

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 format to be provided by your office as per-condition for obtaining the Supply / Purchase Orders.

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.

Yours faithfully,

**(Signature of the Bidder)**

**Name:**

**Date:**

**Designation with Seal of the Firm**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

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**Tender No. 30/1(i)/2016/GPB  
Date of opening of the bids: 20.10.2016**

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

Subject: Authorization for attending the tender opening on ..... of the tender for supply of ..... to Lok Sabha Secretariat.

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 in case the photocopy of the duly filled in form is not brought at the time of opening**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

**Tender No. 30/1(i)/2016/GPB**  
**Date of opening of the bids: 20.10.2016**

**SPECIMEN AGREEMENT FOR MAINTENANCE OF MACHINE UNDER FSMA (PER COPY CHARGES)**

To be executed at the time purchase of machine. 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.

The agreement is made on this.....day of ..... between **M/s.** ..... hereinafter referred to as '**Service Provider**' of the one part and **Lok Sabha Secretariat (LSS), Sansad Marg, New Delhi – 110001** hereinafter referred to as the other part for Full Service Maintenance Agreement (FSMA) for Digital Duplicator/Printer, A3 size, Make....., Model..... (Sl. No.....).

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

1. The 'Service Provider' agrees to carry out maintenance of Lok Sabha Secretariat's Digital Duplicator/Printer, to keep it in operational condition and to carry out repair/replacement of parts, if required, for proper functioning of machines at the rates (per copy charges) quoted by him/them.
2. FSMA in respect of machine shall cover all spare parts, consumables including toner/inks, developer, drum, labour, software, etc. Machine is to be repaired and maintained regularly. The comprehensive maintenance job will include the following:-
  - (a) Serviceability of machine at 100% satisfaction level.
  - (b) Maintenance of machine include periodic servicing/cleaning, repair of all minor and major components and whenever necessary replacement of parts.
  - (c) Provision of toner/inks and other consumables by the contractor, free of cost, in case exhausted.

For the above jobs, payments will be made to firms on per copy basis.

3. The Full Service Maintenance Contract for maintenance of machine shall be for a period of .....years w.e.f. .... to .....
4. The FSMA will be applicable after the expiry of warranty/guarantee period of the machine.



5. The 'Service Provider' is responsible for maintaining machine (s) installed in Lok Sabha Secretariat (LSS) (Parliament House, Parliament House Annexe & Parliament Library Building) and other offices of Lok Sabha Secretariat located outside (Residence Offices of HS, HDS, SG, Secretary, etc.) in a perfectly working condition during the entire contract period and in case any part/parts of the machine is/are required to be replaced for proper functioning of machine, the same shall be replaced free of cost. The replacement of parts, if required, shall be made within a reasonable period by the 'Service Provider' free of cost.
6. Machine under FSMA shall be repaired with genuine spare parts free of cost and no payment for replacement of spare parts will be made. Machine (s) must be kept neat and clean by the service provider during the service contract.
7. In the event of any or part of systems covered under FSMA to be taken to workshop for repair, etc., the service provider should also provide appropriate stand-by system so as to ensure that work of the user concerned is not hindered.
8. The service provider should ensure that all the complaints are attended to by the service engineers immediately. The complaint calls received directly from the users concerned shall also be honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The firm should specify the down time for a system, which should not, in any case, be more than 24 hours on any working day (otherwise max. 48 hours, including holidays).
9. In case, machine (s) remain either unattended or defective even after the specified downtime for want of repairs/replacements, etc. or due to fault/neglect of the service provider or its service engineers, a deduction of Rs. 50/- per day and per machine will be made towards penalty from out of the contractual charges payable for the maintenance, etc.
10. Should any need or eventuality arise, this Secretariat may take services of engineers of the service provider outside working hours including Saturday/Holidays and during Conferences/Seminars. No payment or any additional remuneration shall, however, be made for this purpose.
11. For the regular and proper maintenance/upkeep of the machine (s) and for instantaneously attending to the complaints received from this Secretariat, the service provider shall have to depute to this Secretariat at least one well-qualified service engineer having adequate knowledge and wider experience in the relevant field on regular basis.
12. The service provider shall also provide functional mobile phones to the service engineers for contact and urgent communications.
13. The service provider should have establishment such as office space, adequate human resources such as service engineers/ technical staff, etc.
14. The 'Service Provider' shall maintain service log book / file containing maintenance report in respect of machine (s) and get it signed from the

user Officer in certification of having carried out service/repairs and attended complaints, if any.

15. The contractual charges payable for the maintenance of machine (s) shall be released on quarterly/half yearly basis on the basis of satisfactory performance of the service provider during the respective periods. For this purpose, the service provider should submit pre-receipted bill/invoice of its claim along with meter reading and service report duly signed and certified by the user Officer after completion of every quarterly/half yearly.
16. 'Service Provider' shall charge VAT/Service Tax as applicable in accordance with guidelines issued by the Central/State Government and in case of any overcharging of taxes, the same shall be adjusted from payments due to them apart from taking action as mentioned in the tender document for wrong information, etc.
17. 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.
18. Appropriate action will be taken in case the Service Provider 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.
19. 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 him 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:  
Name :  
Address :

Signature:  
Name :  
Address :

**WITNESSES**

1.

1.

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

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Tender No. 30/1(i)/2016/GPB  
Date of opening of the bids: 20.10.2016

**SPECIMEN AGREEMENT FOR MAINTENANCE OF MACHINE UNDER COMPREHENSIVE MAINTENANCE CONTRACT WITH ALL SPARE PARTS, DRUMS, DEVELOPER, ETC., EXCEPT MASTER ROLLS AND INK CARTRIDGES**

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To be executed at the time purchase of machine. 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.

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The agreement is made on this.....day of ..... between **M/s.** ..... hereinafter referred to as '**Service Provider**' of the one part and **Lok Sabha Secretariat (LSS), Sansad Marg, New Delhi – 110001** hereinafter referred to as the other part for Comprehensive Maintenance Contract (CMC) for Digital Duplicator/Printer, A3 size, Make....., Model..... (Sl. No.....).

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

1. The 'Service Provider' agrees to carry out maintenance of Lok Sabha Secretariat's Digital Duplicator/Printer, to keep it in operational condition and to carry out repair/replacement of parts, if required, for proper functioning of machines at the rates quoted by him/them.
2. CMC in respect of machine shall cover all spare parts, developer, drum, labour, software, etc., except master rolls and ink cartridges. Machine is to be repaired and maintained regularly. The comprehensive maintenance job will include the following:-
  - (a) Serviceability of machine at 100% satisfaction level.
  - (b) Maintenance of machine include periodic servicing/cleaning, repair of all minor and major components and whenever necessary replacement of parts.
3. The Comprehensive Maintenance Contract for maintenance of machine shall be for a period of .....years w.e.f. .... to .....
4. The CMC will be applicable after the expiry of warranty/guarantee period of the machine.
5. The 'Service Provider' is responsible for maintaining machine (s) installed in Lok Sabha Secretariat (LSS) (Parliament House, Parliament House Annexe & Parliament Library Building) and other offices of Lok Sabha Secretariat located outside (Residence Offices of HS, HDS, SG, Secretary, etc.) in a

perfectly working condition during the entire contract period and in case any part/parts of the machine is/are required to be replaced for proper functioning of machine, the same shall be replaced free of cost. The replacement of parts, if required, shall be made within a reasonable period by the 'Service Provider' free of cost.

6. Machine under CMC shall be repaired with genuine spare parts free of cost and no payment for replacement of spare parts will be made. Machine (s) must be kept neat and clean by the service provider during the service contract.
7. In the event of any or part of systems covered under CMC to be taken to workshop for repair, etc., the service provider should also provide appropriate stand-by system so as to ensure that work of the user concerned is not hindered.
8. The service provider should ensure that all the complaints are attended to by the service engineers immediately. The complaint calls received directly from the users concerned shall also be honoured and the defects noticed in the systems shall be rectified immediately to put back the systems to normal working conditions. The firm should specify the down time for a system, which should not, in any case, be more than 24 hours on any working day (otherwise max. 48 hours, including holidays).
9. In case, machine (s) remain either unattended or defective even after the specified downtime for want of repairs/replacements, etc. or due to fault/neglect of the service provider or its service engineers, a deduction of Rs. 50/- per day and per machine will be made towards penalty from out of the contractual charges payable for the maintenance, etc.
10. Should any need or eventuality arise, this Secretariat may take services of engineers of the service provider outside working hours including Saturday/Holidays and during Conferences/Seminars. No payment or any additional remuneration shall, however, be made for this purpose.
11. For the regular and proper maintenance/upkeep of the machine (s) and for instantaneously attending to the complaints received from this Secretariat, the service provider shall have to depute to this Secretariat at least one well-qualified service engineer having adequate knowledge and wider experience in the relevant field on regular basis.
12. The service provider shall also provide functional mobile phones to the service engineers for contact and urgent communications.
13. The service provider should have establishment such as office space, adequate human resources such as service engineers/ technical staff, etc.
14. The 'Service Provider' shall maintain service log book / file containing maintenance report in respect of machine (s) and get it signed from the user Officer in certification of having carried out service/repairs and attended complaints, if any.
15. The contractual charges payable for the maintenance of machine (s) shall be released on half yearly basis on the basis of satisfactory performance of the

service provider during the respective periods. For this purpose, the service provider should submit pre-receipted bill/invoice of its claim along with meter reading and service report duly signed and certified by the user Officer after completion of every half yearly.

16. 'Service Provider' shall charge VAT/Service Tax as applicable in accordance with guidelines issued by the Central/State Government and in case of any overcharging of taxes, the same shall be adjusted from payments due to them apart from taking action as mentioned in the tender document for wrong information, etc.
17. 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.
18. Appropriate action will be taken in case the Service Provider 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.
19. 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 him 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:

Name :

Address :

**WITNESSES**

1.

Signature:

Name :

Address :

1.

**Tender No. 30/1(i)/2016/GPB  
Date of opening of the bids: 20.10.2016**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

**SPECIMEN AGREEMENT FOR SUPPLY OF MASTER ROLLS AND INK CARTRIDGES OF DIFFERENT SPECIFICATIONS**

**To be executed at the time of purchase of machine. 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.**

The agreement is made on this.....day of .....between M/s..... herein referred to as the contractor carrying on business under the name and style of M/s.....of the one part and **Lok Sabha Secretariat (LSS)**, acting through the **Director**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat**, for supply of **Master Rolls and Ink Cartridges** 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:-

- (i) The contractor agrees to undertake to supply ..... as per the requirement as agreed to in their bid letter no. .... dated ..... the rates quoted by him/them. The rates are inclusive of all the levies taxes like sales tax and excise duty freighted. .
- (ii) The supply of **Master Rolls and Ink Cartridges of different specifications** which are not in conformity with the requirements/ specifications are liable to be rejected.
- (iii) This contract shall be effective from.....to ..... The contract is **valid for normal life of the machine or for seven years whichever is longer** from the date of installation of machine. The contract may be extended with the same terms & conditions and rates for further period 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 Secretariat. the supplier fails to deliver the store 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 with reference to the delivery date given in the Purchase

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

- (iv) 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.
- (v) The supplier is liable to be blacklisted 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.
- (vi) 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 him 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:  
Name :  
Address :

Signature:  
Name :  
Address :

**WITNESSES**

1.

1.

**SUPPLY OF COLOUR DIGITAL DUPLICATOR/ PRINTER (A3 SIZE), PRINTING SPEED 100 CPM AND ABOVE**

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**AUTHORISATION CERTIFICATE IN RESPECT OF AFTER SALE SERVICE / MAINTENANCE OF MACHINE**

From

M/S.....

.....

To

**The Director  
General Procurement Branch  
Lok Sabha Secretariat  
408, Parliament House Annexe  
New Delhi – 110001**

Sir,

I/We having read and understood the contents of the tender document, authorize M/S.

.....  
address .....

to provide after sale services under **Full Service Maintenance Agreement (FSMA) and Comprehensive Maintenance Contract (CMC) with spare parts except Master rolls and inks** in respect of Duplicator machine/Printer..... make (also mention model) on the rates quoted in the financial bids) and as terms and conditions of the tender (under quotation) throughout the life of the machine or for 6 years whichever is longer by tenderer/bidder with the FSMA.

2. I/We .....(name of manufacturer) will be responsible for arranging / providing the after sale service under FSMA/CMC with same rates and terms & conditions agreed upon under quotation and agreement in case the dealership of service provider firm / dealer is terminated / cancelled (by the manufacturer, i.e., M/s. .... (name of the manufacturer) or the Lok Sabha Secretariat terminate the services of the service provider / dealer on account of poor services, supplying substandard ink cartridges / any part of the machine or tempering of meter readings of the machine, etc.

Yours faithfully,

(Signature of authorized signatory)  
Name, Designation with seal and date.