

**Tender No. 30/1(i)/Copy Printers/2017/GPB**

**TENDER DOCUMENT**

**FOR**

**E-TENDERING**

**FOR**

**SUPPLY OF COLOUR DIGITAL DUPLICATOR (A3 SIZE), PRINTING SPEED 100 CPM & ABOVE, CONSUMABLES AND AWARD OF COMPREHENSIVE MAINTENANCE CONTRACT**

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

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**LOK SABHA SECRETARIAT  
(GENERAL PROCUREMENT BRANCH)  
ROOM NO. 408, PARLIAMENT HOUSE ANNEXE,  
NEW DELHI – 110001  
Tel. Nos. 2303 4408 & 2303 4410**

**NOTICE INVITING E-TENDER**

Lok Sabha Secretariat invites online bids under **two bid system, viz., technical bid and financial bid** for supply of **2 (TWO) COLOUR DIGITAL DUPLICATORS (A3 SIZE), PRINTING SPEED 100 CPM & ABOVE, CONSUMABLES AND AWARD OF COMPREHENSIVE MAINTENANCE CONTRACT (CMC)** from manufacturers/authorized distributors/dealers engaged in supplying **Digital Duplicator** having its office in Delhi/NCR. **Manual bids shall not be accepted.**

**2. Document Download:**

The tender document having detailed instructions and terms & conditions are available on the Lok Sabha website [www.loksabha.nic.in](http://www.loksabha.nic.in) and CPP Portal <https://eprocure.gov.in/eprocure/app>. CRITICAL DATE SHEET for the e-tender is as under:

**CRITICAL DATE SHEET**

Published Date	05.10.2017 (1200 hours)
Bid Document Download Start Date	05.10.2017 (1200 hours)
Bid Document Download End Date & Time	26.10.2017 (up to 1500 hours)
Clarification Start Date	05.10.2017 (1200 hours)
Clarification End Date & Time	10.10.2017 (up to 1500 hours)
Last date for replying to clarification, if any	13.10.2017 (up to 1800 hours)
Bid submission Start Date & Time	14.10.2017 (1000 hours)
Bid submission End Date & Time	26.10.2017 (up to 1500 hours)
Bid Opening Date & Time	02.11.2017 (1600 hours)

**3. Bid Submission:**

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

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

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Tenderer who has downloaded the tender from the Lok Sabha website [www.loksabha.nic.in](http://www.loksabha.nic.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not **tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

5. Intending tenderers are **advised to visit** Lok Sabha website [www.loksabha.nic.in](http://www.loksabha.nic.in) and **CPPP Website** <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission** of tender for any corrigendum/addendum/amendment.

6. No tender fee is required to be paid at the time of submission of bids.

7. Bidder is required to submit Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupees Forty Thousand Only) in the form of Banker's cheque/Demand Draft drawn in favour of **'Drawing and Disbursing Officer, Lok Sabha'** payable at New Delhi, which must be delivered to the **Director, Room No.408, Parliament House Annexe, Sansad Marg, New Delhi – 110001 on or before bid opening date/time as mentioned in critical date sheet**. Tenderer shall be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid.

8. The Technical Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet** in the presence of the bidders who wish to remain present. At the second stage, the financial bids for the bidder whose technical bids found complete and conform the eligibility criteria, shall be opened. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.

#### **Submission of Tender**

9. The **tender shall be submitted online in two part, viz., technical bid and financial bid**.

10. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

11. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

#### **Technical Bid**

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

- i) **Proof for payment of Earnest Money Deposit;**
- ii) Registration certificate as per existing norms (indicating the legal status– company/partnership firm/proprietorship concern, etc.);
- iii) CST/VAT/TIN/GST and PAN Card Registration Certificates;
- iv) Income Tax Returns filed for the last three financial years;
- v) Audited Profit & Loss Account Statements for the last three financial years;
- vi) Quality assurance certification like ISO 9001, ISI/BIS/CE/FDA certification (from manufacturing firms);
- vii) Authorization from manufacturer against this Tender, in case the firm is not a manufacturer of the item;
- viii) Authorization letter from manufacturer against this tender for providing comprehensive maintenance services and supply of consumable items in case of termination of the dealerships of the bidders by the manufacturing company (original copy has to be attached as per **Annexure VI**);
- ix) Proof of having minimum **three years** experience of supplying the A3 size Digital Duplicator to the Departments/Ministries of the Government of India/PSUs/autonomous bodies (**copies of one Purchase Order each of the last three years should be enclosed**);
- x) Proof of having minimum **three years** of experience of providing after sale service/maintenance of A3 size Digital Duplicator to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (one copy of CSMA papers signed with Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed);
- xi) **Technical Data Sheet as per Annexure II and Complete specification of machines as per Annexure III;**
- xii) Warranty/Guarantee Certificate (Annexure-V), Price Bid Undertaking (Annexure-VII), Tender Acceptance letter (Annexure-VIII), Declaration regarding blacklisting or otherwise. (Annexure-IX) and Letter of authorization for attending the bid opening (Annexure-X).

### **FINANCIAL BID**

13. Schedule of rate/price bid is in the form of “V3\_BOQ\_ItemWise\_Template.xls”

**Director  
Lok Sabha Secretariat**

## 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 Document

- (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)

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:-

Bidders should:

- (i) be an Indian company/firm engaged in **supplying Digital Duplicators** in Delhi/NCR and having its Office (head office/ regional/Branch Office in Delhi/NCR (valid and certified proof has to be attached).
- (ii) should preferably have (manufacturing firms) Quality assurance certification like ISO 9001, ISI/BIS/CE/FDA certification.
- (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 also have to submit authorization certificate in respect of after sale service/maintenance of Digital Duplicator/supply of consumable items from the manufacturer** in the specified format given at **Annexure VI**.
- (v) have minimum **three years** of experience of supplying **Digital Duplicator, Size-A3 of different specifications** to the Departments/Ministries of the

Government of India/PSUs/Autonomous Bodies (one copy of Purchase Order received from Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed).

- (vi) have minimum **three years** of experience of providing after sale service/maintenance of A3 size Digital Duplicator to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (One copy of 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. 40 lakhs** per year during each of the last three years (valid and certified proof has to be attached).
- (viii) 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-IX**)

**The Financial/Price Bids for the bidder whose Technical Bids and technical specifications of machines quoted found complete and conform the eligibility criteria, shall be opened.**

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

The bidders are required to upload the following documents along with Technical Bid in pdf format (Documents in original should be produced for verification before signing of the agreement ), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (i) **Proof for payment of Earnest Money Deposit;**
- (ii) Registration certificate as per existing norms (indicating the legal status– company/partnership firm/proprietorship concern, etc.);
- (iii) CST/VAT/TIN/GST and PAN Card Registration Certificates;
- (iv) Income Tax Returns filed for the last three financial years;
- (v) Audited Profit & Loss Account Statements for the last three financial years;
- (vi) Quality assurance certification like ISO 9001, ISI/BIS/CE/FDA certification (from manufacturing firms);
- (vii) Authorization from manufacturer against this Tender, in case the firm is not a manufacturer of the item;
- (viii) Authorization letter from manufacturer against this tender for providing comprehensive maintenance services/supply of consumable items in case of termination of the dealerships of the bidders by the manufacturing company (original copy has to be attached as per **Annexure VI**);
- (ix) Proof of having minimum **three years** experience of supplying the A3 size Digital Duplicator to the Departments/Ministries of the Government of India/PSUs/ autonomous bodies (**copy of one Purchase Order each of the last three years should be enclosed**);

- (x) Proof of having minimum **three years** of experience of providing after sale service/maintenance of A3 size Digital Duplicator to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (one copy of FSMA paper signed with Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed);
- (xi) **Technical Data Sheet as per Annexure II and Complete specification of machines as per Annexure III;**
- (xii) Warranty/Guarantee Certificate (Annexure-V), Price Bid Undertaking (Annexure-VII), Tender Acceptance letter (Annexure-VIII), Declaration regarding blacklisting or otherwise. (Annexure-IX) and Letter of authorization for attending the bid opening (Annexure-X).

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

5.1 The Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupees Forty Thousand Only) must be deposited by bidders in the form of Banker's cheque/Demand Draft drawn in favour of **'Drawing and Disbursing Officer, Lok Sabha'** payable at New Delhi at the address **"The Director, General Procurement Branch, Room no. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001"** on or before the opening of tender. The Purchaser will not take any responsibility for delay or non-receipt.

5.2 The scanned copy of draft/Banker's cheque for EMD must be uploaded along with Technical Bid.

5.3 EMD shall remain valid for a period of 60 days beyond the final validity period of bids (120 days) from the date of opening of the bids.

5.4 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous job/supply will be entertained.

5.5 A bid received without bid security (EMD) shall be rejected as non responsive.

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

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

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

5.9 The bid security of the successful bidder will be retained by the Purchaser for further six months from the date of supply and installation of machines.

5.10 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the 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) supply the items within the time specified in the document.



## **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 seek clarification through CPPP on or before the time indicated in the Critical Date Sheet.

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

7.1 At any time prior to 'Bid Submission Start Date' indicated in Critical Date Sheet, 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) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> for the benefit of all the prospective bidders.

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. Preparation and Uploading of e-Tender**

10.1 Bidder should take into account corrigendum, if any, published to the tender document before uploading their bids.

10.2 Bidder should get ready the bid documents in advance to be uploaded as indicated in the tender document/schedule and generally, they should be in pdf/xls formats. Bid documents may be scanned with 100 dpi with black and white option.

10.3 The bid uploaded online 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.

## **11. Documents comprising the bid**

11.1 The Bid should consist all the documents/certificates as mentioned in Clause 4 of Instructions to the Bidders, price bids, etc., required to be uploaded in the e-procurement system.

11.2 The bids shall comprise of (i) technical bid and (ii) the financial bid:

- (i) The technical bid comprises of (i) Technical Bids data sheet (all the information/ documents sought in as per Annexure-II); and technical specifications of machines quoted as per Annexure-III should be uploaded onto CPPP in pdf format only. **The documents / information sought should be in the same serial order as given in the technical bid data sheet format (Annexure-II).**
- (ii) The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule and should be uploaded onto CPPP in xls format only.

**N.B. : All the documents uploaded must be legible and digitally signed. Otherwise the bid is likely to be rejected.**

## **12. Bid Prices**

12.1 The rates should be quoted in Indian Rupees only in words as well as figures. GST, taxes, if any, 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.

12.2 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.

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

## **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 opening the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

#### **14. Signing of the bids**

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

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

15.1 Bids must be uploaded in the CPP Portal on or before the prescribed date and time mentioned in the Critical Date Sheet of NIT.

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

15.3 The responsibility for uploading the bids in time would rest with the bidder.

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

#### **16. Bid Opening**

16.1 On the date and time indicated in the 'Critical Date Sheet' of Notice Inviting Tender (NIT) Technical bids will be opened at Room No. 408, Parliament House Annexe, Sansad Marg, New Delhi – 110001 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-X**'

16.2 Bids shall be numbered serially by competent authority. The bidder's names, documents submitted/ not submitted and such other details as the competent authority, at its discretion may consider appropriate shall be announced at the bid opening.

#### **17. Clarification of Bids**

17.1 To assist in the examination, evaluation and comparison of tenders, the Purchaser may ask the bidders individually for clarification of their tenders.

17.2 The request for clarification and their response shall be through CPP Portal but no change in the price or substance of the tender shall be sought, offered or permitted

except as required to confirm the correction of arithmetical errors discovered by the Purchaser during the evaluation of the tenders.

17.3 The bidder shall promptly provide all necessary information and documents to be submitted to the Purchaser during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings, etc., having a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to be rejected summarily.

## **18. Technical evaluation**

18.1 The Purchaser shall carry out the evaluation solely based on the uploaded certificates/documents in the e-procurement system.

18.2 The competent authority shall examine/ evaluate the technical bids and technical specifications of machines to determine whether they (i) fulfill the eligibility criteria, (iii) 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 and conditions of the bid document without material deviation.**

18.3 Prior to financial evaluation, 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.**

18.4 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.

## **19. Financial evaluation and comparison of substantially technically responsive bids**

19.1 The Purchaser shall carry out the evaluation solely based on the uploaded schedule of rates (price bids) in the e-procurement system **considering basic rate of machine, buy-back offer, free initial copies and CSMA rates.**

19.2 The **financial bids** of technically qualified bidders only will be recommended for opening and consideration by the Competent Committee/Purchase Committee/Authority. 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; (iv) the bids are generally in order, etc.

19.3 The purchaser shall shortlist those who are eligible and submitted substantially technical responsive bids for opening of financial bid. The names of the successful bidders will be displayed on the CPP Portal and website of Lok Sabha. Such successful bidders may like to attend the financial bid opening. The date, time and venue of the financial bid opening will be uploaded on CPP Portal and website of Lok Sabha. **The financial bids of unsuccessful bidders would not be opened.**

19.4 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.

## **20. Contacting the Purchasers**

20.1 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 work order is awarded.

20.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, etc. shall result in the rejection of the bid.

## **21. Award Criteria**

The order 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 (**which includes the basic price, buy-back amount, free initial copies, if any, and CSMA rate**).

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

The Purchaser 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.

## **23. Notification of Award**

23.1 Prior to the expiration of the prescribed period of bid validity, the **Director, General Procurement Branch** will notify the successful bidder and unsuccessful bidders on CPP Portal.

23.2 The notification of award will constitute the formation of the order.

## **24. Annulment of the Award**

24.1 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.

24.2 Purchaser reserves the right to disqualify the supplier for a suitable period who fails to supply the item in time. Further, the suppliers whose items do not perform satisfactorily or the quality of which is not satisfactory may also be disqualified for a suitable period as decided by the Purchaser.

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

## **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. In case no supply is made even after expiry of 30 days from the date of issue of order of supply, the amount of security deposit shall be forfeited and the contract shall stand terminated. However, if the purchaser is satisfied that the delay in supply was caused by the circumstances beyond the control of supplier, they may grant him in writing extension of time which will not exceed 30 days which shall not be extended again.

### **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 Provided that a bid is substantially responsive, the LSS reserves the right to seek necessary information or documentation from the bidder (s), within a reasonable period of time, to rectify non-material, non-conformity, or omission in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bids.

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 15 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 Service Maintenance Agreement (CSMA)**

The bidders should also quote the rates for providing after sale services/maintenance services with all spare parts except master rolls and inks under Comprehensive Maintenance Contract (CMC). **The rates quoted for CSMA should be valid throughout the normal life of the machine or for six years (excluding warranty period) 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.

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

14.1 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.

**14.2 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 XI). 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.**

14.3 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.**

14.4 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.

14.5 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.

14.6 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)

14.7 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.

14.8 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.

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

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

14.11 CMC is not transferable.

**14.12 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.**

#### **15. Rate contract agreement for supply of ink and master rolls**

15.1 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-XII)**.

15.2 The rates of consumables like master rolls and inks should be quoted separately under rate contract basis. **The rates of consumable items shall also be taken into consideration while selecting the machine. The rates quoted for master rolls and inks should initially be fixed for three years from the date of signing of rate contract.** However, in case of any increase in MRP, three years after signing the agreement, the commensurate increased prices shall be given to the supplier for next four years. In other words, if the selected bidders offer the items at X% of discount on MRP, the same per cent of discount should be fixed on increased MRP ( in case of increase in MRP after three years) for the remaining part of rate contract, i.e., four years. Subject to the aforementioned, rates/prices should remain fixed and shall not be subject to variation. 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.

15.3 In case of any reduction in MRP during the contract period, the commensurate benefit should be passed on to the Lok Sabha Secretariat. In other words, if the selected bidders offer the items at X% of discount on MRP, the same per cent of discount should be passed on reduced MRP ( in case of reduction in MRP during the contract period).

## **16. Buy-back offer**

Bidders shall quote buy-back price for old machines separately. Old buy-back machines may be Gestetner make, Model No. DX 4640 Copy Printer, which have outlive their minimum life of seven years. The Purchaser reserves the right to place the order with or without buy-back option. **Buy-back offer also will be taken into consideration while selecting the machine.**

## **17. 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.

## **18. Supply of Machines with colour drums**

Bidders shall supply at least 3 drums (one black and two colour-green and blue) free of cost with each machine. Bidders will also quote price of colour drum separately in their financial bids apart from three free drums, in case the requirement is made in future. The rates of drum shall be valid for the whole life of machine.

## **19. General/Others**

19.1 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.

19.2 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.**

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

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

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENT**

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

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

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard document (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "other Important Documents" are available. These documents may be directly submitted from the "My Space" are while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable in the tender document.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc., the bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents being readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.



TECHNICAL BIDS DATA SHEET

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 Details of Earnest Money Deposit (EMD).....  
.....
- 7 Registration certificate as per existing norms (indicating the legal status—  
company/partnership firm/proprietorship concern, etc.).....
- 8 CST/VAT/TIN/GST and PAN Card Registration Certificates.....
- 9 Income Tax Returns filed for the last three financial years.....
- 10 Audited Profit & Loss Account Statements for the last three financial years.....

11. Quality assurance certification like ISO 9001, ISI/BIS/CE/FDA certification (from manufacturing firms).....
12. Authorization from manufacturer against this Tender, in case the firm is not a manufacturer of the item.....
13. Proof of having minimum **three years** experience of supplying the A3 size Digital Duplicators to the Departments/Ministries of the Government of India/PSUs/ autonomous bodies (**copy of one Purchase Order each of the last three years should be enclosed**).....
14. Proof of having minimum **three years** of experience of providing after sale service/maintenance of A3 size Digital Duplicators to Departments/Ministries of the Government of India/PSUs/Autonomous Bodies located in Delhi/NCR (one copy of FSMA papers signed with Government Departments/PSUs/Autonomous Bodies during each of the last three years should be enclosed).....
15. **Complete specification of machine quoted as per Annexure III**.....
16. Warranty/Guarantee Certificate (**Annexure-V**).....
17. Authorization letter from manufacturer against this tender for providing comprehensive maintenance services/supply consumable items in case of termination of the dealerships of the bidders by the manufacturing company (original copy has to be attached as per **Annexure VI**).....
18. Price Bid Undertaking (Annexure-VII).....
19. Tender Accepting letter (Annexure-VIII).....
20. Declaration regarding blacklisting or otherwise. (Annexure-IX).....
21. Letter of authorization for attending the bid opening (Annexure-X);
22. Any other information: .....

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**

**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 (Green, Blue, Red and Golden)	
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	Dust covers	

Sl. No.	Minimum required specification of machine	Specification of machine for which bidder quoted
20	Manual along with all spares and accessories required for the functioning of the equipment	
21	Any other specifications	

**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 (black, green and blue).
- (iii) Bidders shall supply at least 3 drums (one black and two colour-green & blue) free of cost with each machine. Bidders will also quote price of colour drum separately in their financial bids apart from three free drums (one black and two colour-green & blue), in case the requirement is made in future. The rates of drum shall be valid for the whole life of machine.
- (iv) The suppliers will have to provide free training for at least two operators at each place of installation free of cost.

**PRICE BIDS  
(SCHEDULE OF RATES)**

The below mentioned Financial Proposal/Commercial bid format is provided as alongwith this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this V3\_BOQ\_ItemWise\_Template.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidders shall not tamper/modify downloaded price bid template in any manner.** In case the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

**(1) Digital Colour Duplicator**

Description of Items	Make and Model of Machine quoted	Required Quantity	MRP (in Rs.)	Offered Rate per unit (in Rs.)	Buy-back Amount per unit (for old Gestetner Copy Printer, DX 4640) (in Rs.)	Effective Price per unit (in Rs.)	GST amount per unit, if any (in Rs.)	Effective price per unit with GST (in Rs.)	CSMC Rate (for full life of machine) Per year (in Rs.)	Free initial copies if any	Validity of free initial copies	Life of the machine in terms of no. of years and no. of impressions	Rate of per drum (apart from three free drums) (in Rs.)
1	2	3	4	5	6	7 (5)-(6)	8	9	10	11	12	13	14
Digital Colour Duplicator, Speed 100 CPM and above		02 nos.											

**Note: Minimum validity of free initial copies shall be one year from the date of installation of machine. During the validity of free initial copies, bidders will provide services, spare parts and all consumables free of cost.**

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

Sl. No.	Complete description of item	MRP per unit (in Rs.)	Yearly Tentative Qty. *	Offered Rate per unit (in Rs.)	GST, if any
1	<b>Master Roll for quoted machine</b> Make/Model/Series..... Size..... No. of sheets per roll.....		30 nos.		
2	<b>Ink cartridges</b>				
	<b>(i) Black for quoted machine</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		70 nos.		
	<b>(ii) Green for quoted machine</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		20 nos.		
	<b>(iii) Blue for quoted machine</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		10 nos.		
	<b>(iv) Red for quoted machine</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		05 nos.		
	<b>(v) Golden for quoted machine</b> Make/Model/Series..... .....ml in one ink cartridge Yield ..... (number of pages in one ink cartridge) per ink cartridge		05 nos.		

**\* may vary and will be procured as per actual consumption**

**WARRANTY/GUARANTEE CERTIFICATE**

**(To be given on Company Letter Head)**

From

(Full name and address of the Bidder)

.....

.....

To,

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

Dear Sir/Madam,

‘Digital Colour Duplicator to be supplied, in case of selection, will be brand new, unused, non refurbished, and original and conform to the technical specification given therein.’ The warranty/Guarantee period of all machines quoted is .....which covers services, spares, software, etc.

Thanking you,

Yours faithfully,

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

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

**(To be furnished on Manufacturing Company Letter Head)**

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 **Comprehensive Maintenance Contract (CMC) with spare parts and supply of Master rolls and inks** in respect of Duplicator machine .....  
.....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 7 years whichever is longer by tenderer/bidder with the CSMA.

2. I/We .....(name of manufacturer) will be responsible for arranging / providing the after sale service under CMC and supply of consumables like master rolls and inks with same rates and terms & conditions agreed upon under quotation and agreements 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 tampering of meter readings of the machine, etc.

Yours faithfully,

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



**PRICE BID UNDERTAKING**

**(To be given on Company Letter Head)**

From

(Full name and address of the Bidder)

.....

.....

To,

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

Dear Sir/Madam,

I/We submit the Price Bid for .....and related activities as envisaged in the Bid document.

2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agreed to abide by them.
3. I/We offer to work at the rates and applicable taxes as indicated in the financial bid, Annexure-IV.

Yours Faithfully,

Signature of authorized Representative

**TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

Date :.....

To,

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

**Dear Sir,**

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

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. ....to ..... (including all documents like annexure (s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms and conditions/clauses contained therein.

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

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

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

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**

**DECLARATION**

**(To be given on Company Letter Head)**

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 during the currency of the contract with you.

Yours faithfully,

**(Signature of the Bidder)**

**Name:**

**Date:**

**Designation with Seal of the Firm**

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

**(To be given on Company Letter Head)**

Subject: Authorization for attending the tender opening on ..... of the  
tender for supply of .....

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

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

---

To be executed at the time purchase of machine.

---

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 GST 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.

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

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

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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 taxes and freight charges.
- (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 rates quoted for master rolls and inks are initially fixed for three years from the date of signing of rate contract.** However, in case of any increase in MRP, three years after signing the agreement, the commensurate increased prices shall be given to the supplier for next four years.
- (iv) In case of any reduction in MRP during the contract period, the commensurate benefit shall be passed on to the Lok Sabha Secretariat.
- (v) 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.
- (vi) 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.

- (vii) 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.
- (viii) 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.