

F.No. D-31016/26/2013-Genl.
Govt. of India
Ministry of Statistics & Programme Implementation

Sardar Patel Bhavan, Sansad Marg,
New Delhi-110001, dated: 7th January, 2014

Tender Notice

Subject- Contract for selling of waste papers, old news papers- Regd.

1. Sealed tenders are invited from experienced and established contractors, who possess their own godown(s) and vehicle(s) for purchase of available waste paper in torn out condition and the newspaper (untorn) for a period of one year in the various offices of this Ministry located at West Block-8, R.K.Puram, Jeevan Prakash Building, 25 K.G.Marg, New Delhi(8th & 9th floor) and Sardar Patel Bhavan. Rates should be quoted for waste papers and newspapers on yearly off take and lump sum amount basis. The Tender price of off take of waste papers and newspapers during the contract agreement for the last year was Rs. 2,20,000/- (Rs. Two Lakh Twenty Thousand only).
2. Contract documents consisting of the set of format and terms & conditions and draft agreement can be downloaded from the website of this Ministry <http://www.mospi.nic.in>.
3. Subject to fulfillment of the relevant terms and conditions, the contract would be initially for a period of one year from the date of award of contract or such date as decided and conveyed by this Ministry to the successful tenderer(s) in writing, renewable every year after observing the performance of previous year, or such other period as may be fixed by this Ministry. However, the maximum period of contract shall not exceed three years in normal course.
4. No tender shall be considered unless:-
 - (a) It is accompanied by an earnest money in the form of bank draft for an amount of Rs. 10,000/- (Rs. Ten thousand only) drawn in favour of "DDO, Ministry of Statistics & Programme Implementation, New Delhi". Tenders without earnest money shall be rejected summarily. The earnest money is refundable without any interest in the event of non-acceptance of tender.
 - (b) The tenderer must give an undertaking to abide by the Terms and Conditions in the memorandum of agreement for the contract.
 - (c) It is placed under a sealed cover envelope superscribed with "Tender for lifting of waste papers and newspapers from Ministry of Statistics & Programme Implementation" distinctly written on the envelope. The name and address of the tenderer should be written on the lower left corner of the envelope.
5. The successful tenderer will be required to deposit 25% of tender amount as security deposit, refundable free of interest, on satisfactory completion of contract. They will also have to enter into an agreement with this Ministry in the form annexed with the form of tender for the due performance of his duties and functions.



6. The right of acceptance or rejection of a particular tender will entirely rest with this Ministry which is not bound to accept the highest tender. This Ministry reserves the right to reject any or all the tenders at any time without assigning any reason whatsoever.
7. The tenders which do not fulfill all or any of the above conditions or are incomplete in respect of any items mentioned above or in the format are liable to be rejected.
8. Providing/ detection of wrong/ misleading information would entail automatic rejection of the tender, even during the currency of the contract.
9. The envelope containing the tender duly completed in all respect should reach the Under Secretary (General Admn.), Room No.-201, Ministry of Statistics & P.I., Sardar Patel Bhavan, Sansad Marg, New Delhi on or before 28th January, 2014 latest by 3 pm.
10. Tenders will be opened on the same day i.e. on 28th January, 2014 at 3:30 p.m. in Room No. 201, Sardar Patel Bhavan, Sansad Marg, New Delhi. The tenderer(s) themselves or through their authorized representatives, if so desire may present on this occasion.
11. Enquiry or suggestion, if any, may be made from Under Secretary (General Administration), Room No.-201, Sardar Patel Bhavan, Sansad Marg, New Delhi.



(G. Vaidheeswaran)

Under Secretary to the Govt. of India.
Ph. 011-23742979.

Copy to:-

1. Computer Centre, R.K.Puram, New Delhi for placing the tender notice on this Ministry's website for due publicity.
2. Website of Central Public procurement portal.
3. Notice Board.

TENDER FOR LIFTING WASTE PAPER & OLD NEWSPAPER FROM MINISTRY OF STATISTICS &
PROGRAMME IMPLEMENTATION

To

Under Secretary(General),
Ministry of Statistics & P.I.
Room No.-201, Sardar Patel Bhavan,
Sansad Marg,
New Delhi

I/we hereby submit tender for lifting waste paper & newspaper from Ministry of Statistics & P.I. for a period of one year as specified in the tender notice D-31016/26/2013-Genl., dated: 07th January, 2014 in all respects, with the terms and conditions in the Tender Notice and schedules showing items there in hereto annexed:-

FORMAT

Quotation for lifting of waste paper and old newspaper from Ministry of Statistics & P.I.

- (a) Description of job:- Lifting of waste paper & newspaper from Ministry of Statistics & P.I.
- (b) Period of Contract:- The contract shall be initially for a period of one year from the date of award of the contract or such date as decided and conveyed by the Ministry of Statistics & P.I., renewable at the sole discretion of the Ministry of Statistics & P.I. subject to a maximum of two terms (yearly) excluding the initial period of one year.
- (c) Earnest Money:- (i) An amount of Rs. 10,000/- (Rs. Ten thousand only) in the form of Demand Draft enclosed.
(ii) Name of the Bank
(iii) Demand Draft No. _____ Dated _____ - ____ for Rs. _____ Drawn in favour of "DDO, Ministry of Statistics & P.I." payable at New Delhi:-
- (d) Name of the firm
- (e) Address of the firm with Tel.No.
- (f) Whether the firm is registered
- (g) if yes, state:
(i) Registration No. _____
(ii) PAN No./TIN No. _____
- and copies of I.T. returns for the last 3 years.
- (h) Place where the godown is situated _____ (please furnish documentary proof on whether the godown is owned by the proprietor or on rent)



(i) Name of the Proprietor _____
(full name and not initials). (photograph to be enclosed)

(j) Father's name _____
(full name and not initials)

(k) Residential address of the Proprietor _____
With Tel. No. (office & Mobile/ residence)

(l) Date from which he has been residing at the above address _____

(m) Permanent Address: _____

(n) Does he have any other firm(s) registered in his or any of his family members name. If so details thereof.

(o) Details of the persons, who will represent the firm and enter in the premises of this Ministry for liaisoning with the Ministry and their nature of relationship with the firm (photographs to be enclosed).

(p) Details of the persons (individually)

(q) Vehicle(s) registration Number (which will be carrying the waste papers from the Premises of this Ministry).

(r) Name of the Driver & address proof etc.(photograph to be enclosed).

(s) Whether the firm has been black listed in any Ministries/Government Departments etc.

2. I/we tender the sum of Rupees _____ (Rupees _____ only) for lifting the waste paper and newspaper from Ministry of Statistics & P.I.

Signature of the Proprietor
of the firm with stamp of the firm
Dated:



AGREEMENT

THIS AGREEMENT made on this _____ day of _____ of _____ between M/s. _____ residing at _____ carrying on the business hereinafter referred to as the „CONTRACTOR“ on the one part and the PRESIDENT OF INDIA hereinafter referred to as “MINISTRY OF STATISTICS & P.I.” on the other part.

WHEREAS THE CONTRACTOR has submitted a tender to the Ministry of Statistics & P.I. through the Under Secretary (Genl. Admn.), Ministry of Statistics & P.I., Room No.-201, Sardar Patel Bhavan, Sansad Marg, New Delhi for purchase of waste paper in the offices of the Ministry of Statistics & P.I., New Delhi.

AND WHEREAS, the said tender has been accepted on the terms and conditions hereinafter mentioned.

NOW THIS INDENTURE WITNESS AS FOLLOWS: -

1. (a) Subject as hereinafter provided this agreement shall remain in force from the _____ to _____ both dates inclusive

(b) That the Ministry of Statistics & P.I. may, at its option, extend the period of this agreement for such a specified period as it may decide (i.e. Subject to the performance rendered by the contractor for the previous period). The decision of the Ministry of Statistics & P.I. in this respect shall be final.

(c) In case extension is granted, the contract amount shall be increased by 15% for the period beyond one year on year to year basis.

2. The contractor shall take delivery of and remove from the premises of the Ministry of Statistics & P.I., New Delhi all waste papers that may be available in various kinds, printed, torn, clothed, white, coloured, inked, oiled, unbleached paste board, etc. straw boards, other miscellaneous, sheets, cutting, trimmings, daily sweepings once at least in every week or as and when asked for by the Ministry of Statistics & P.I. on any working day between the hours of 10:00 am to 06:00 pm so that no accumulation remains to be removed at the end of every week.

3. The Contractor shall make their own arrangements for bags, boxes, vehicles and labour that may be required for such removal.

4. The contractor shall pay the full amount of Rs. _____ (Rs. _____ only) in four quarterly installments i.e. 1st installment @ Rs. _____ (Rupees _____ only) and subsequent 2nd, 3rd and 4th installment @ Rs _____ (Rupees _____ only) each payable quarterly during the first week of the month in which it becomes payable. After the contractor has deposited quarterly installment, General Administration Branch will authorize the concerned authority in the Ministry of Statistics & P.I. in Sardar Patel Bhavan, J.P. Building, and R.K. Puram office premises to allow the contractor to take the delivery of all waste paper accumulation till the end of that particular quarter.

5. In default to pay the quarterly installment in advance before the 8th day of the month to which it relates, the contractor shall pay interest thereon @ 18% per annum or the rate fixed by the Ministry of Statistics & P.I. from time to time on the arrears of the installment from the 1st day of the month i.e. from the month in respect of which the default in payment takes place till



the payment is made. The payment of arrear of quarterly installment for more than one month shall be considered as default and constitutes a ground for termination of this contract.

6. All bags, boxes, trollies, vehicle required to remove the waste papers shall be engaged by the contractor at his own expenses and he will not be allowed to do the sorting in the premises of the Ministry of Statistics & P.I.

7. The waste papers shall be taken by the contractor in mixed and torn condition from the premises of the Ministry of Statistics & P.I. at least once a week. In no case the waste paper shall be removed in whole sheets/pages.

8. The contractor guarantee that the entire paper shall be reduced into pulp and shall not be used for any other purpose and proper proof of having done so shall be furnished to the Ministry of Statistics & P.I.

9. The Contract is a rate contract and no guarantee can be given as to the quantity of waste papers, which will be available during the period of contract.

10. As Security, for the due and faithfully performance by the contractor of all his obligations under the present contract the contractor has deposited with the Ministry of Statistics & P.I., a sum of Rs. _____ Rupees _____ only) (i.e. 25% of the tender amount) bearing no interest on security.

(a) The security deposited, shall be held by the Ministry of Statistics & P.I. free of interest. The Ministry of Statistics & P.I. shall be entitled to deduct from the same any amount that may be determined by the Ministry of Statistics & P.I. if there is any breach of the terms of the agreement. In case of such deduction, the contractor will reimburse the same and keep the security deposit intact.

(b) On due performance of the contract the security deposit will be returned to the contractor after completion of contract and after verifying that no claim are due against the contractor.

(c) In the event of the contractor committing a breach of any terms or conditions of the contract, the Ministry of Statistics & P.I. shall be in addition to the other rights and powers be entitled from time to time to cancel the contract forthwith by notice in writing to contractor(s) and forfeit the sum of Rs. _____ deposited as Security and shall in addition recover the loss occurred by such breach.

11. Termination of Contract :

Notwithstanding any thing contained in clause 1 hereby it shall be lawful for the Ministry of Statistics & P.I. to terminate this agreement by giving one calendar month notice in writing to terminate the contract and similarly the contractor/s shall be entitled to terminate the contract by giving two calendar months notice in writing to the Ministry of Statistics & P.I., New Delhi.

12. Risks:

The goods shall be and remain in every respect at the risk of the contractor from the date of acceptance of his offer by the Ministry of Statistics & P.I., and the Ministry shall not be under any liability for the safe custody or reservation thereof from that date. Provided further that the



unlifted accumulation may be cleared from Ministry of Statistics & P.I. premises within the prescribed period by the contractor.

13. Demurrage Charges :-

In case of failure to comply with clause 2 of this contract agreement an additional amount of 2% of the value (to be determined by the Ministry of Statistics & P.I. on the basis of market value) of the unlifted Waste Papers during the particular week shall become payable to Ministry of Statistics & P.I. by the contractor as "Demurrage Charge" for every week. The contractor can lift the accumulation within a period of two weeks from the date of default. In the event of default, unlifted accumulation shall remain in the Ministry of Statistics & P.I. premises at the risk of contractor, the contractor shall not be entitled to any rebate in the event of the unlifted accumulation lying in the Ministry of Statistics & P.I. premises and wet/damaged by rains etc. If the unlifted accumulation remains in the Ministry of Statistics & P.I. premises for more than the prescribed period, then the Ministry of Statistics & P.I. shall have the right to clear it away from the Ministry of Statistics & P.I. premises at the risk/cost of the contractor.

14. Damage:

The contractor shall make good all damages which may be caused to any property of the Ministry of Statistics & P.I. or any other person by any act on default of the contractor, his agents or servants, in connection with the removal of any of the goods provided that the Ministry of Statistics & P.I. may as their option make good such damage and charge to the contractor with the expenses thereof.

15. Security Checks and Police verification of Antecedents: The Sardar Patel Bhavan being a highly secured area, the contractor shall strictly abide by the security Instructions/ requirement (both written and verbal) that will be in place/ communicated to him officially by the Contract Authority during the entire term/period of the Contract. Notwithstanding fulfillment of all other terms and conditions, the contract shall be terminated unilaterally by the Ministry of Statistics & P.I., without any prior notice if any security instructions are violated by the Contractor or agents/ staff engaged by him for the purpose of lifting of the waste papers from the Sardar Patel Bhavan. In such event the entire security Deposit shall be forfeited. Clause no. 11 of this contract agreement can not be invoked by the contractor in such case/event.

16. The contractor shall not, without the previous consent of the Ministry of Statistics & P.I., assign or subject or let out as task of piece work of this contract or any part thereof or any right to payment there-under, or associate or entrust any other person or persons with him for the purpose of performance thereof.

17. If at any time, it appears to Ministry of Statistics & P.I. that any bribes, commission or gift/advance has been given, promised or offered by or on behalf of the contractor/his partner without knowledge of the contractor(s) to any officer, representative, servant or agent of the Ministry of Statistics & P.I. in relation to the execution of the agreement, the Ministry of Statistics & P.I. shall in addition to any criminal liability which the contractor may incur subject the contractor to the cancellation of this agreement and also to payment to this Ministry at any loss resulting from such cancellation.



18. 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 Ministry of Statistics & P.I. or any person nominated by them. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to enlarge 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.

19. IN WITNESS whereof the Under Secretary(Genl. Admn.), Ministry of Statistics & P.I. on behalf of this Ministry and the contractor have here into sat their respective hands the day month and year first above written.

Signed by the Contractor

PROPRIETOR

M/s.

In the presence of

1: -

2: -

Signed by the Under Secretary(Genl. Admn.), MoSPI

(_____)

