



GOVERNMENT OF INDIA
DEPARTMENT OF PUBLICATION
CIVIL LINES, DELHI – 110 054.
Email: acop-dep@nic.in (& pub.dep@nic.in)
Website: www.deptpub.gov.in / egazette.nic.in
TEL.: 2381 7823 / 9689
Fax: 2381 7846.

TENDER FORM

FOR
CLEARANCE OF WASTE PAPER
(CATEGORY "A" & "B")
(for the year of 2013-2014)

Date of Submission of Tender Bids: - 10/03/2014 up to 1.00PM

Date of Opening of Tender Bids: - 10/03/2014 at 3.00PM

TENDER FROM NO.....

Price ₹ 200/-



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F. No. 111/ Waste Paper / 13-14/ General

Dated: - 11/2/2014

TENDER NOTICE

Subject: - Tender for Lifting of Waste Paper for Category "A" & "B", 2013-2014.

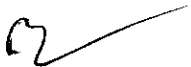
1. Sealed Tenders are invited from experienced and established contractors for purchase of waste paper for Category "A (6000 Quintal approximately) & B (400 Quintal approximately)" on as is where is basis as earmarked by the Department of Publication. Category "A" denotes Civil Books and Pamphlets including Gatta /covers / board cover of Books. Category "B" denotes all other waste paper including pages of Books, wrapping paper, covers which have been separated or Straw Boards, Paste Boards, Pulp Board, Duplex Boards, Office records and other office waste paper etc. The interested parties may inspect the site on all working days with prior intimation to Supervising Officer, General Section, Room No. – 9, 1st Floor, Department of Publication, Civil Lines, Delhi-54 on Telephone No's. 011- 23817823 & 011-23819689.
2. Tender form consisting of the set of format, terms and Conditions, Income-Tax Clearance Certificate and draft agreement, can be purchased from the cash counter of Department of Publication, Civil Lines, Delhi after depositing a sum of ₹ 200/- each form or the same can be downloaded from the website of this department i.e. deptpub.gov.in or eprocure.gov.in. Interested bidders who downloaded the Tender Form from the website of this Department (deptpub.gov.in) or from the website of Central Public Procurement Portal (eprocure.gov.in) are directed to deposit the requisite fee of ₹ 200/- with the Cashier of this Department and produce the proof of payment (Photocopy of the receipt) or D.D. drawn in favour of "Controller of Publication" payable at Delhi from any Nationalized bank, along with the tender documents, failing which their proposal will not be considered in any case.
3. This tender form is non-transferable i.e. tender only from the party in whose name this form is issued will be entertained.

R. I. M. D. M.

4. The interested firm may submit a sealed cover duly super-scribed as "Tender for lifting of Waste Papers from Department of Publication" addressed to the Assistant Controller (Admn.), Department of Publication, Ministry of Urban Development, Civil Lines, Behind Delhi Vidhan Sabha Metro Station, Delhi-54 latest by 1.00 PM on 10th March, 2014. Tender Box will be available at reception hall of the Department of Publication, Civil Lines, Behind Delhi Vidhan Sabha Metro Station, Delhi- 54 for dropping the said sealed envelope up to 1.00 PM on 10th March, 2014. No bid shall be accepted after 1.00 PM as the Tender box will be removed from the reception hall immediately after 1.00 PM on 10th March, 2014. Bids if any received by post after 1.00 PM shall not be entertained. The Tender bids shall be opened at 3.00 PM on the same day in Room No. 10, 1st floor, Department of Publication, Civil Lines, Behind Delhi Vidhan Sabha Metro Station, Delhi- 54 in the presence of interested bidders, who may wish to be present.
5. Your offer should be valid for a period of 60 days from the date of opening of tender bids. This period may be extended on the discretion of the Controller of Publication, for a further period of 30 days, if necessary.
6. The Tender document must be filled in neatly and clearly. Incomplete or conditional tenders will not be entertained. Tenderer will not be allowed to withdraw his offer. EMD shall be forfeited at the risk of Tenderer, if the Tenderer fail to honour the contract.
7. The Tenderer shall quote rate per kg. The rates must be written in figure as well as in words. Erasing and overwriting in the rates quoted will make the tender void. All alteration in the rates should be signed in ink otherwise the quotation / Tender will not be considered. Any request for reduction in quoted and / or accepted rates will not be entertained for any reason during currency of the contract.
8. No tender shall be considered unless:-
 - (i) It is accompanied by an Earnest Money in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee of ₹ 1,67,000(One Lakh Sixty Seven Thousand Rupees Only) drawn in favour of "**Controller of Publications**" payable at Delhi from any Nationalized Bank. The validity period of Earnest Money must not be less than 45 days. Tenders without earnest money shall be rejected summarily. The earnest money is refundable without any interest in the event of non-acceptance of tender.
 - (ii) The Tenderer must give an undertaking to abide by the Terms and Conditions in the memorandum of agreement for the contract.
 - (iii) It is placed under a sealed cover envelope super-scribed with "Tender for lifting of Waste Papers from Department of Publication" distinctly written on the envelope. The name and address of the tenderer should be written on the lower left corner of the envelope.



9. The earnest money of the unsuccessful bidder will be released after finalization of the process.
10. VAT / CST or any other admissible duties on the above said material, if any, will be borne by the purchaser which will also be deposited with this office.
11. The successful bidder will have to deposit a sum of ₹ 4,18,000/- (Four Lakh Eighteen Thousand Only) as the Performance Security Deposit in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from a commercial Bank payable at Delhi in favour of "**Controller of Publications**" within 10 days of the receipt of the communication of acceptance letter. The Validity period of the performance security must not be less than 14 months.
12. The successful bidder has to make his / their own arrangements for bags, boxes, vehicles and labour that may be required for such removal.
13. Providing / detection of wrong / misleading information would entail automatic rejection of the tender, even during the currency of the contract.
14. The bidder should declare any relationship or business connection that may exist between him and any official in the Government of India, Department of Publication, Delhi.
15. The Tender of Tenderer who does not fulfill any of the above conditions and incomplete tenders are liable to be summarily rejected at the risk and cost of the Tenderer only and any further correspondence in this regard will not be entertained.
16. The Department reserves the right to reject any or all the bids in full or part or not award the contract to the highest bidder without assigning any reason therefore and giving any compensation. The decision of the Department in this regard shall be final and binding on all.
17. All disputes are subject to jurisdiction of courts in the National Capital Territory of Delhi and agreement will be governed by and be construed in accordance with the laws of India.
18. Interested firms / parties will have to submit unconditional acceptance to the above terms and conditions at the time of submission of the tender.
19. The contract is a rate contract and no guarantee can be given as to the quantity that will be available during the currency of the contract.
20. The bidder for waste paper should understand clearly, that the Government of India, Department of Publication can not undertake to keep the entire stock of the Waste Paper in covered godowns and the accumulation of waste paper that may be lying in the open as well as in godowns in the conditions in which it may be lying must be cleared with the least possible delay after signing the Agreement. It should be noted that all paper whether damaged or not will have to be cleared on as is where is basis as earmarked category "A & B" by the Department.



21. A person signing the tender form or any other document, forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce proper power of attorney duly executed in his favour stating that he has authority to bind such other persons of the firm as the case may be in all matters, pertaining to the contract including the arbitration clause, if, subsequently the person so signing fails to provide the said power of attorney, within a reasonable time, the Controller may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
22. The instructions that should be followed by the bidders, the general conditions of contract and a complete copy of the agreement containing various terms and conditions which will govern the contract, which may eventuate from the acceptance of the tender should be carefully noted. It will be an implication of the submission of a tender by you that in the event of your offer being accepted, you will accept and will abide by all the terms and conditions contained in these documents.
23. Enquiry or suggestion, if any, may be made to the Supervising Officer, General Section, Room No. – 9, 1st Floor, Department of Publication, Civil Lines, Delhi-54 on Telephone No's. 011- 23817823 & 011- 23819689.



Controller of Publications

For & on behalf of President of India, Union of India.

(To be printed on Firm's Letter Head)

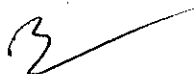
To
The President of Union of India,
Through the Controller of Publications
Government of India, Department of Publication,
Civil Lines, Delhi – 110 054.

I / We hereby submit tender for lifting waste paper of Category 'A' & 'B' from Department of Publication, M/o- Urban Development, Civil Lines, Delhi- 54, as specified in the tender notice no. 111 / Waste Paper / 14-15/ General dated in all respects, with terms and conditions in the Tender Notice and schedules showing items there in hereto annexed:-

1. Full Name & Address of the firm _____
(With Email address, if any) _____

2. Name of the Authorized person _____
(with mobile number)
3. Telephone & Fax No. _____
4. T.R. No. / D.D.No. & Date of issue _____
{Photocopy of T.R. (issued against purchase of Tender Form) to be enclosed}
5. Sales-tax No. & Date of Issue _____
(Photocopy of T.R. to be enclosed)
6. Income-tax Clearance Certificate (Previous 3 Years Photocopy)
7. Earnest Money D.D. / Bankers Cheque No. & Date _____
Amount _____
Name of the Bank _____
8. Rate Proposed (Per Quintal) for:
(i) CATEGORY 'A' Rs. _____
(In words: Rupees _____)
(ii) CATEGORY 'B' Rs. _____
(In words: Rupees _____)

Signature of Proprietor with stamp of the firm.



INCOME-TAX CLEARANCE CERTIFICATE

1. Name and style of the company firm, HUF or individual in which the applicant is assessed or assessable to Income Tax and address for the purpose of assessment
_____.

2. Name and address of all companies, firms or association or persons in which the applicant is substantially interested in his individual or fiduciary capacity.

3. The Income Tax Circle / Ward District in which the applicant is assessed to Income Tax and the G.I.R. No. _____.

4. The following particulars to be furnished concerning the Income Tax assessment for the preceding three years.

a) The total contract amount received during the preceding three accounting years (give date of the closing day of the years). Being previously years of.

2010-11

2011-12

2012-13

b) Years	Total Income-tax demanded <u>Assessed</u>	Tax Paid	Balance Due
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2010-11

2011-12

2012-13

Note: Tax in cols. 3 & 4 should include all items viz. I.T.S.T. Surcharge, E.P.T. & B.P.T.

If any tax remains un-paid, the reasons should be explained in an attested statement.



c) In case there has been no S.T. Assessment in any year whether returns have been submitted under section 22 (1) or 22(2) or tax has been paid in advance under section 13-A(3) of the Acts and if the amount of Income returned for each year and tax for each of the three years mentioned above and the I.T. Circle / Ward / District concerned where such returns have been filed, give reasons for the same _____

d) Whether any attachment or certificate proceedings pending in respect of the arrears _____

e) The name and address of branch (es), if any:

I declare that the above information is correct and complete to the best of my knowledge and belief.

Registration No.:

Signature of Contractor(s)

Dated:

Address: _____

In my opinion the applicant mentioned above is doing everything possible to pay the tax demands promptly, regularly and to facilitate the completion of pending or outstanding proceedings.

(This certificate is valid for one year from the date of issue)

Signature of Income Tax Officer

Circle / Ward / District



AGREEMENT

In case of an Individual:-

This Agreement made on this _____ day of _____ of Two Thousand and Fourteen residing at _____ in the town of _____ Carrying on business in the firm name and style _____ at _____ As the Sole Proprietor Thereof. (Hereinafter called 'the Contractor which expression shall, wherever the context so requires or admits be deemed to include his heirs, executors, administrators and legal representative) of the one part.

In case of Partnership:-

1. _____ Son of _____ residing at _____
2. _____ Son of _____
residing at _____ etc. all carrying on business in partnership under the firm name and style _____ at _____.

(Hereinafter referred to as 'the Contractor which expression shall where ever the context so requires or admits, be deemed to include the partner or partners for the time being constituting the firms' Survivor or Survivors of them and the heirs, executors, administrations and legal representatives of the last surviving partner and their heirs) of the one part.

In case of Ltd. Company:-

_____ Limited and Company incorporated under provision of the companies Act, 1913/56 and having its registered office at _____.

(Hereinafter called 'the Contractor which expression shall wherever the Contract on requires or admits be deemed to include its successors and permitted assigns) of the one part. And the President of India (hereinafter referred to as Government: which expression shall, wherever the context so requires or admits be deemed to include his successors and assign of the other part.

WHEREAS THE CONTRACTOR(S) HAS / HAVE submitted a Tender to the Controller of Publication, Department of Publication, Civil Lines, Delhi for lifting of Waste Paper accumulating in the Government of India, Department of Publication, Delhi and received from other offices and WHERE AS the said tender has been accepted on the terms and conditions hereinafter mentioned.

NOW THIS TENDENTORS WITNESSETH AS FOLLOWS:-

1. This Agreement shall remain in force from March, 2014 to September, 2014. During this period, the quantity of waste paper for the last year as may be available and will be offered for clearance, and will also have to be lifted.
2. (a) The Contractor shall take delivery of and remove from the premises of the Government of India. Department of Publication, Delhi all the publications available as waste paper, all other available waste paper and such receipts from other Government offices located in Delhi and New Delhi as may be offered by the Controller of Publications hereinafter called the Controller once at least every week or often if necessary on all working days between the hours of 10.30 A.M. to 5.00 P.M. so that no accumulations remain to be removed at the end of every week.

In the event of default, un-lifted accumulations shall remain in the premises of the Department of Publication at the risk of the Contractor. The Contractor shall not be entitled to any rebate in the event of the un-lifted accumulations lying in the above stores getting wet or damaged by rains etc. a penalty of 2% of the value of the un-lifted waste paper during the particular week will become payable to Government by the Contractor as "Godown Charges" for every week. The Contractor can lift the accumulations within a period of two weeks from the date of default.

3. The Contractor shall make his / their own arrangements for bags, boxes, vehicles and labour that may be required for such removal.
4. The Contractor(s) shall pay in cash to the Controller at the under noted rates for specified category of Waste paper which means all kinds of waste paper arising mainly from weeded out civil books and pamphlets including covers and loose pages to be removed by him / them as mentioned in Terms and Conditions.

CATEGORY 'A': @ ₹ _____ per Kg.

CATEGORY 'B': @ ₹ _____ per Kg.

5. **Security Deposit: -**

As security for the due and faithful performance by the Contractor of all his obligations under these presents, the Contractor has deposited with the Controller, security for the sum of ₹ 4, 18,000/- (Four Lakh Eighteen Thousand Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee No. _____ issued by the _____ dated _____. The Validity period of the performance security must not be less than 14 months.

- a) No claim shall lie against the Government in respect of interest on Security Deposits or depreciations.
- b) On the successful performance of the contract, the Security Deposit will be returned to the Contractor after verifying that no claims are due against the Contractor.
- c) In the event of the Contractor committing the breach of any of the terms and conditions of the contract, the Controller shall in addition to the other rights and powers been titled from time to time to forfeit the security deposit in whole or in part. In case of such forfeiture, the Contractor shall forthwith on demand deposit a further security deposit either for the whole amount or the part so as to bring the security deposit to its original level.

6. If the contractor shall make default in payment for any waste paper under these presents or shall make default in taking delivery or removing the waste paper as herein provided the Controller shall be at liberty to resell the waste paper as and when he thinks best after notice to the Contractor and to recover any loss from the Contractor without effecting the contract regarding payment and delivery for the weeks following the resale or may treat any such default as a breach of contract and in that case may cancel the contract forthwith by notice in writing to Contractor and forfeit the sum of ₹ 4, 18,000/- (Four Lakh Eighteen Thousand Only) deposited as security and shall in addition recover the loss occasioned, by such breach. If the Contractor shall commit a breach of any of the terms and conditions of this agreement by notice in writing the Controller shall recover from the Contractor, any loss occurred to Government by such breach.

7 (i). Whenever under these presents any sum of money shall be recoverable from the Contractor the Government shall without prejudice to any other remedy shall be entitled to forfeit the said security deposit in whole or in part.

7 (ii). Any sum of money due and payable to the Contractor including security deposit returnable to him / them under this contract may be appropriated by the Government and set off against any claims of the Government for the payment of a sum of money arising out of or under this contract or any other contract made by the Contractor with the Government.

8. The Contractor shall pay sales-tax at @_____ percentage to inter-states sales tax @ _____ per cent as prescribed under the rules in force or such other amount as may be later prescribed by the authorities concerned, in addition to the contract rate, as provided under the sale tax and/or inter-states sales tax Act, in force.

9. Notwithstanding anything contained in this agreement it shall be lawful for the Government to terminate this agreement by giving one calendar month's notice in writing to the Contractor(s) and the Contractor(s) shall be entitled to terminate these presents by giving two calendar month's notice in writing addressed to the Controller.

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10. **Risk: -**

The goods shall be and remain in every respect at the risk of the Contractor(s) from the date of acceptance of his / their offer by the Government and shall not be under any liability for the safe custody or presentation thereof from that date.

11. **Damage:-**

The Contractor shall make good all damages which may be caused to any property of Government or of any other person by any act of default of the Contractor his/their agents or servants in connection with the removal of any of the goods provided that the Government may at their option make good such damage and charge the Contractor with the expenses thereof.

12. The Contractor shall not without the prior consent of the Controller assign or sublet or let out as task or piece work this contract or any part thereof, or any right to payment there under or associate or interest any other person or persons with him / them for the purpose of performance thereof.

13. If at any time it appears to Government that any bribe, commission gift or advance has been given, promised or offered by or on behalf of the Contractor his / their / partner, agent or servant or any one of his / their behalf whether with or without knowledge of the Contractor to any officer, representative, servant or agent or Government in relation to the execution of this agreement the Controller shall in addition to any original liability which the Contractor may incur, subject the Contractor to the cancellation of this agreement and also to payment to Government of any loss resulting from any such cancellation.

14. The Controller may at any time by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events that is to say:

(i) If the Contractor being an individual or if a firm, any partner in the Contractor's firm shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made, against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effect or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act, OR

(ii) If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court on debenture holders to appoint a receiver or manger, OR

(iii) If the Contractor commits any breach of the contract not herein specifically provided for

“Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Government and provided also that the Contractor shall be liable to pay to the Government of any extra expenditure.

15. Subject as herein before otherwise provided all notices to be given on behalf of the Government and all other actions to be taken on behalf of Government may be given or taken on behalf of Government by; the Controller, or any officer for the time being entrusted with the functions duties powers of the said Controller.

16. Any notice to be given to the Contractor under the terms of the contract shall be considered to be duly served and the same shall have been delivered to or left for or posted by registered mail to the Contractor at his last known address. Similarly notice to be given to the Government shall be considered as duly served and the same shall have been delivered to, left for or posted by Registered Mail to the Controller of Publications, Government of India, Department of Publication, Civil Lines Delhi, or to his new address where his office is located at the time of his giving such notice.

17. That all disputes, differences and questions arising out of or in any where touching or concerning this agreement or subject matter thereof or the respective rights, duties or liabilities of the parties under or in respect of the agreement (except the decision where of is herein otherwise expressly provided for) shall be referred to the sale arbitration of the Controller of Publications and if the same Controller of Publications is unable or unwilling to act to the sale arbitration of some other person appointed by the said Controller of Publications and willing to act as such arbitrator, there will be no objection to any such appointment that the said Controller of Publications or the arbitrator so appointed, is a Government servant that he had to deal with the matter to which the agreement relates and that in the course of his duties as Government servant, he had expressed views on all or any of the matters in dispute or difference in question. The award of the said Controller of Publications or the Arbitrator so appointed shall be final and binding on the parties, as per the provision of the Arbitration Act 1940 or any statutory.

Modification or re-enactment thereof and of the rules, made there under for the time being in force, shall apply to such arbitration and this deed shall be deemed to be submission to such arbitration. It is a term of this agreement that in the event of the Controller of Publications to whom the dispute is originally referred, being transferred or vacating his office for any other reason, his successor in office shall be deemed to have been appointed the sale arbitrator and he shall proceed with the reference from stage at which it was left by his predecessor and the provision of this office shall apply.

In witness where of the parties to these presents have hereinto set their respect hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED BY THE
Said Contractor(s) at Delhi
In the presence of

SIGNED SEALED AND DELIVERED FOR
And on behalf of the President of India by

Being the person directed or authorized by him
in that behalf at Delhi in the presence of
