

LOK SABHA SECRETARIAT
(GENERAL WORKS BRANCH)

TENDER NOTICE

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. 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 amount was Rs. 30,75,999/-.

2. Contract documents consisting of the set of format and terms & conditions and draft agreement can be downloaded from the Lok Sabha Secretariat website <http://www.loksabha.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 any such date decided and conveyed by the Lok Sabha Secretariat 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 Secretariat. However, the maximum period of contract shall not exceed three years.

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 2% of the yearly contract value/rates quoted by the tenderer drawn in favour of DDO, Lok Sabha, 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 to 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 Lok Sabha Secretariat" distinctly written on the envelope. The name and address of the tenderer should be written on the lower left corner of the envelope.
 - (d) The tenders, complete in all respect, reaches the undersigned by the stipulated date and time for their submission.
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 within 5 days of award of contract. They will also have to enter into an agreement with this Secretariat in the form annexed with the form of tender for the due performance of his duties and functions.
6. The acceptance or rejection of a particular tender will entirely rest with this Secretariat which is not bound to accept the highest tender. This Secretariat reserves the right to reject any or all the tenders without assigning any reasons 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. Tenders would be valid for 90 days from the date of opening of the tender.

10. The envelope containing the tender should reach the Director, Lok Sabha Secretariat (GW Branch), Room No. G-01, Parliament House Annexe, New Delhi not later than 26th October, 2012 by 1500 hrs., complete in all respects.

11. Tenders will be opened on the same day i.e. 26th October, 2012 at 1600 hrs. in Room No. 302, Parliament House Annexe, New Delhi, in the presence of tenderer(s) or their authorized representatives, who wish to be present on this occasion.

**Dated 4.10.2012
ANNEXE**

**DIRECTOR (CS & GW)
LOK SABHA SECRETARIT
PARLIAMENT HOUSE**

NEW DELHI

**TENDER FOR LIFTING WASTE PAPER & NEWSPAPER FROM
LOK SABHA SECRETARIAT**

To

The Director (GW&CS)
Lok Sabha Secretariat
Parliament House Annexe
New Delhi

I/we hereby submit tender for lifting waste paper & newspaper from Lok Sabha Secretariat during the period specified in the under written Memorandum in accordance, in all respects, with the terms and conditions in the Memorandum of agreement and schedules showing items there in hereto annexed:-

FORMAT

Quotation for lifting of waste paper and old newspaper from Lok Sabha Secretariat

- (a) Description of job:- Lifting of waste paper & newspaper from Lok Sabha Secretariat
- (b) Period of Contract The contract shall be initially for a period of one year from the date of award of the contract or any such dated decided and conveyed by the Lok Sabha Secretariat renewable at the sole discretion of the Lok Sabha Secretariat subject to a maximum of two terms (yearly) excluding the initial period of one year.
- (c) Earnest Money
- (i) Amount (2% of the tender amount) enclosed
- (ii) Name of the Bank Demand Draft No. _____
- Dated _____ - ____ for Rs. _____ Drawn in favour _____ of DDO Lok Sabha and payable at New Delhi:-
- Enclosed

(s) Whether the firm has been black listed in any Ministries/Government Department/ Rajya Sabha Secretariat.

2. I/we tender the sum of _____ Rupees
_____ (Rupees
_____ only) for lifting the waste
paper and newspaper from Lok Sabha Secretariat.

Signature of the Proprietor
of the firm with stamp of the firm

Dated:

A G R E E M E N T

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 "THE LOK SABHA
SECRETARIAT" on the other part.

WHEREAS THE CONTRACTOR has submitted a tender to the Lok Sabha
Secretariat through the Director (GW & CS), Lok Sabha Secretariat, New Delhi for
purchase of waste paper in the office of the Lok Sabha Secretariat, 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 Lok Sabha Secretariat 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 Lok Sabha Secretariat in
this respect shall be final.**

(c) 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 Lok Sabha Secretariat, 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 Lok Sabha Secretariat on any working days 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, G.W Branch will authorize the concerned authority in the Lok Sabha Secretariat in Parliament House Complex 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 Lok Sabha Secretariat 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 Lok Sabha Secretariat.
7. The waste papers shall be taken by the contractor in mixed and torn condition from the premises of the Lok Sabha Secretariat at least once a week. In no case shall the waste paper 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 Lok Sabha Secretariat.
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 Lok Sabha Secretariat, a sum of Rs. _____ Rupees _____ only) (i.e. 25% of the tender amount) under the Head 8443 Security Deposit bearing no interest on security.

(a) The security deposited, shall be held by the Lok Sabha Secretariat through the Reserve Bank of India free of interest. The Lok Sabha Secretariat shall be entitled to deduct from the same any amount that may be determined by the Lok Sabha Secretariat 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 60 days of 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 Lok Sabha Secretariat 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 occasioned by such breach.

11. **Termination of Contract**

Notwithstanding any thing contained in clause 1 hereby it shall be lawful for the Lok Sabha Secretariat 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 Lok Sabha Secretariat, 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 Lok Sabha Secretariat, and the Secretariat 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 Lok Sabha Secretariat 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 Lok Sabha Secretariat on the basis of marker value) of the unlifted Waste Papers during the particular week shall become payable to Lok Sabha Secretariat 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 Lok Sabha Secretariat 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 Lok Sabha Secretariat premises and wet/damaged by rains etc. If the unlifted accumulation remains in the Lok Sabha Secretariat premises for more than the prescribed period, then the Lok Sabha Secretariat shall have the right to clear it away from the Lok Sabha Secretariat 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 Lok Sabha Secretariat 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 Lok Sabha Secretariat 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 Parliament House Complex 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 Lok Sabha Secretariat, 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 Parliament House Complex. 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 Lok Sabha Secretariat, assign or subject or let out as task of piece work of this contract or any part thereof or any right to payment thereunder, 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 Lok Sabha Secretariat that any bribe 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 Lok Sabha Secretariat in relation to the execution of the agreement, the Lok Sabha Secretariat 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 Secretariat any loss resulting from any 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 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 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 Director of Lok Sabha Secretariat on behalf of the Speaker Lok Sabha and the contractor have here into sat their respective hands the day month and year first above written.

Signed by the Contractor

M/s.

PROPRIETOR

In the presence of

1: -

2: -

Signed by the Director

(_____)