E-TENDER NOTICE

Subject: Tender for lifting of Waste Paper/Raddi/Old Newspapers/ Old Magazines/Old Newspaper cuttings etc. from Ministry of Labour & Employment, Shram Shakti Bhawan, New Delhi for one year—regarding.

E-TENDER DATE SHEET

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>PUBLISHED DATE</td>
<td>19.07.2016</td>
</tr>
<tr>
<td>BID DOCUMENT DOWNLOAD/SALE START DATE</td>
<td>19.07.2016</td>
</tr>
<tr>
<td>BID SUBMISSION START DATE</td>
<td>19.07.2016</td>
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<tr>
<td>BID DOCUMENT DOWNLOAD/SALE END DATE</td>
<td>09.08.2016</td>
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<tr>
<td>BID SUBMISSION END DATE</td>
<td>09.08.2016 UPTO 3.00 PM</td>
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<tr>
<td>BID OPENING DATE</td>
<td>09.08.2016 AT 4.00 PM</td>
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Online e-tenders are invited by the Ministry of Labour and Employment (Main Secretariat) under single Bid system for lifting of Waste Paper/Raddi/Old Newspapers/ Old Magazines/Old Newspaper cuttings etc. from Ministry of Labour & Employment, Shram Shakti Bhawan, New Delhi for one year commencing from the date of Deposit of lump sum amount for above work. Rates should be quoted on lump sum basis for one year as per the following terms and conditions in the prescribed proforma:

1. The quotations are hereby invited on lump sum rates as mentioned below:-

   i. Waste Paper/Raddi/Old Newspapers/ Old Magazines/Old Newspaper cuttings etc. from Ground, 1st, 3rd, 5th & 6th floors of Shram Shakti Bhawan, New Delhi—Approximately 20 quintal per year.

   ii. Old Newspapers/ Old Magazines/Old Newspaper cuttings from library of this Ministry—Approximately 10 quintal per year.

   iii. Rates to be quoted on per annum basis.

(Signature of the Bidder along with stamp of firm)
2. Earnest Money Deposit of Rs.10,000/- (Rupees Ten thousand only) should be submitted in sealed envelope separately in the form of Bank Draft/Banker's Cheque in favour of "Pay and Accounts Officer (MS), Ministry of Labour and Employment, New Delhi.

3. The tender documents can be downloaded from the websites of http://eprocure.gov.in/eprocure/app from 19.07.2016 to 09.08.2016 (upto 3.00 P.M.).

4. The interested bidders may submit the tenders online at http://eprocure.gov.in/eprocure/app in single bid system in the prescribed proforma in all respects along with Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only) refundable (without interest). All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the Tender documents. Tenders sent by any other mode or incomplete tenders will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

5. Rates should be quoted on lump-sum basis for the whole year. The contract will be awarded to the firm which quotes the highest amount on the lump sum annual payment, which is to be deposited in advance.

6. Office sweepings/torn records etc. will have to be removed from the aforesaid floors of the premises of Shram Shakti Bhawan by the approved contractor by arranging labour, bags, transport etc. at his/her own cost.

7. The full amount quoted by the tenderer and accepted by the Ministry will have to be deposited in the form of a Bank Demand Draft issued in favour of Pay & Accounts Officer (MS), Ministry of Labour & Employment, New Delhi within ten days from the date of receipt of the communication regarding acceptance of the bid to the tenderer. No part payment and/or payment in installments will be accepted.

8. The tenders should be submitted in the prescribed format and completed in all respects be received in this office before the date and time indicated in the above Para. The tenders received after the scheduled date and time will not be accepted.

9. The tenderer (s) shall invariably abide by the rules and regulations/instructions of the Government as issued from time to time, in

(Signature of the Bidder alongwith stamp of firm)
addition to the terms and conditions mentioned in this tender notice/document.

No. D-27017/01/2016-Adm-II

(Atul Kumar Singh)
Under Secretary to the Govt. of India
Tel: 23766320

Copy to:-

1. All Ministries/Departments for circulation among their contract holders.
2. NIC, S.S.Bhawan, with the request to place the aforesaid Notice on the website of the Ministry for wide publicity.
3. Central Public Procurement Portal.
4. Hindi Section for Hindi version.
5. Notice Board.

(Atul Kumar Singh)
Under Secretary to the Govt. of India
Tel: 23766320
General Terms and conditions:-

1. Parties:-

The parties to the contract are the contractor (the tenderers to whom the work has been assigned) and the Government of India through the Ministry of Labour & Employment for and on behalf of the President of India, hereinafter referred to as "the Ministry".

2. Address:-

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Ministry. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Security Deposit:

The successful tenderers will have to furnish a Performance Security Deposit (PSD) of 10% of the Annual Contract Value in the form of Bank Draft/Pay Order/Banker's Cheque or Bank guarantee from any nationalised Bank duly pledged in the name of the "Pay and Accounts Officer (MS), Ministry of Labour and Employment, New Delhi". The security money is returnable on successful completion of the contract period. The security amount will be forfeited in case the services of the contractor are unsatisfactory or in case of violation of the terms and conditions of the contract.

4. Opening of Tender:-

The tenderer is at liberty to be present either himself or authorize not more than one representative at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

5. Right of acceptance:-

(i) The Ministry reserves the right to reject any or all tenders/bids without assigning any reason thereof and also does not bind itself to accept the highest/lowest quotation only.

(ii) Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's bid/offer.

(Signature of the Bidder along with stamp of firm)
6. **Communication of Acceptance:-**

The Ministry in due course will inform successful Tenderer of the acceptance of his/her tender.

7. **Penalty:-**

In the event of the contractor failing to observe or perform any of the conditions of the work as set out herein or execute the work in good and workmen-like manner and to the satisfaction of and by the time fixed by the Ministry and any loss of Ministerial assets, etc., in executing the work, the deposited money will be forfeited to the Ministry and the contract will be terminated immediately. The contractor shall be liable to make good the loss (es), if, any, that may be suffered by the Ministry due to his/her actions and/or omissions.

8. **Breach of Terms and conditions:-**

In case of breach of any of the terms and conditions mentioned herein, the Ministry will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by this Ministry in that event the security deposit i.e. “at least 10% to the total of the deposited money” shall also stand forfeited. In case, the balance money/security deposits fall short of the amount of damages/losses chargeable by the Ministry, the contractor shall pay the same to the Ministry immediately on receipt of a demand letter from the Ministry.

9. **Subletting of Work:-**

The firm shall not assign or sublet the work or any part of it to any other person or party without first obtaining permission in writing of the Ministry, which it will be at liberty to refuse if it thinks fit.

10. **Right to call upon Information Regarding Status of Work, etc.**

The Ministry will have the right to call upon any information pertaining to the work at any point of time and the contractor will be bound to provide the information on receipt of the Ministry in this regard.

11. **Terms of payments:-**

The full payment quoted by the tenderer and accepted by the Ministry will have to be deposited in advance before the commencement of work in the form of a Bank Demand Draft issued in favour of Pay & Accounts Officer (MS), Ministry of Labour & Employment, New Delhi.

(Signature of the Bidder along with stamp of firm)
12. **Arbitration**

If any difference arises concerning this contract Agreement, its interpretation on the payments to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing Sole Arbitrator to be appointed by the Secretary, Ministry of Labour & Employment. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1990 and the rules framed there under and in force shall be applicable to such proceedings.

13. **Periodicity/Duration of Tender:**

The tender is initially for a period of one year and may be extended for a further period up to one year with mutual consent on the same terms and conditions and rates.

..........
I hereby undertake that I have clearly and precisely understood the terms and conditions of the tender, that I will abide by these terms and conditions mentioned in the tender notice/document and the rules and regulations/instructions of the Government, issued from time to time in letter and spirit, that any breach and/or violation of any of the terms and conditions and/or in case of my work being fund unsatisfactory at any time during the period of contract, my contract shall be liable to be terminated without assigning any reason thereof, and that in such case, the amount of security deposit shall stand forfeited to the Government and also I will be liable to make good all extra cost(s) borne by the Ministry of Labour & Employment for getting the jobs done by other person(s) and/or any loss or damages that may be caused to the Ministry of Labour & Employment owing to the unsatisfactory/failure to work on my part.

I also undertake that the decision of the Ministry of Labour & Employment shall be final and binding in all cases, whatsoever may be, pertaining to this contract.

Place: 
Date: 

Signature & Rubber stamp of the Tenderer/contractor

(Signature of the Bidder along with stamp of firm)
Pro-forma for filling up rates.

<table>
<thead>
<tr>
<th>Name address &amp; Contact number of the firm/contractor</th>
<th>Rates for purchase of old newspaper, waste papers, old magazines etc. (Quote lump-sum amount for one year as a whole)</th>
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<tbody>
<tr>
<td></td>
<td>(in Rupees)</td>
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(Signature of the Tenderer)
Name--------------------------
(Rubber Stamp)
Phone No. Land Line/Mobile

Note:- Each page of this tender notice & documents including General Terms and conditions should be signed by the tenderer and rubber stamped in token of having been accepted the same in letter and spirit.

(Signature of the Bidder alongwith stamp of firm)
Details to be submitted with the Tender Documents for lifting of Waste Paper/Raddi/Old Newspapers/Old Magazines/Old Newspaper cuttings etc. in the Ministry of Labour & Employment

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>Details Submitted</th>
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<tbody>
<tr>
<td>1.</td>
<td>Details of EMD furnished</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Name of the firm/agency</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Address of firm/agency in Delhi/NCR</td>
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</tr>
<tr>
<td>4.</td>
<td>Telephone Number/Mobile Number</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Name of the Owner/Proprietor etc.</td>
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</tr>
<tr>
<td>6.</td>
<td>Whether assessed for IT/ST if so PAN/TAN/TIN/VAT/Sales Tax/Service Tax Reg. No (alongwith copy)</td>
<td></td>
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<tr>
<td>7.</td>
<td>Past experience of working in Govt. Ministries/Departments/PSUs (indicate names) (copies of previous/current contracts during last 3 year should be attached)</td>
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<td>8.</td>
<td>Undertaking regarding the agency/firm not having been blacklisted or terminated or debarred till date by and Govt. department or no legal suit/criminal/tax evasion fraud case is registered against the agency/firm or its owner/proprietor/partner of agency/firm anywhere in India. (Enclose undertaking on Rs.100/- stamp paper)</td>
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<td>9.</td>
<td>Whether copy of terms &amp; conditions duly signed by owner/proprietor or authorized signatory is attached in acceptance of same.</td>
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<td>10.</td>
<td>Token of acceptance of the terms and conditions as specified in the tender notice.</td>
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<tr>
<td>11.</td>
<td>Any other details (please specify)</td>
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Place: Delhi:

(Signature of Owner/Proprietor/Authorized Signatory of Agency/firm with company seal)

(Signature of the Bidder alongwith stamp of firm)