

**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 from 1.9.2018 to 31.08.2019 or the date of award of tender, whichever is later. Rates should be quoted for waste papers and newspapers on yearly off take and lump sum amount basis.
  
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. No tender shall be considered unless:-
  - (a) It is accompanied by an earnest money in the form of bank draft for Rs. 72,000/- drawn in favour of DDO, Lok Sabha, New Delhi. Tenders without earnest money shall be rejected summarily. The earnest money of unsuccessful bidder would be refunded without interest within 30 days of award of tender. EMD of successful bidder shall be refunded after furnishing of performance security deposit as per terms of the contract.
  
  - (b) The tenderer 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.

4. The successful tenderer will be required to deposit within 15 days of award of contract 10% of tender amount as performance security deposit, which shall be refundable without any interest from LSS after a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The successful tenderer shall also enter into an agreement with the Lok Sabha Secretariat in the form annexed with the tender form for due performance of duties and functions by the firm within 7 days of furnishing of performance security, failing which his performance security shall be forfeited.

5. In case the successful bidder does not accept the contract and does not deposit performance security within 15 days from the date of award of contract by LSS for whatsoever reason(s), the EMD submitted by the contractor shall be forfeited.

6. If the contractor does not enter into a written contract within 7 days of furnishing of performance security, his performance security shall be forfeited.

7. 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.

8. 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.

9. Providing/detection of wrong/misleading information would entail automatic rejection of the tender, even during the currency of the contract.

10. Tenders would be valid for 90 days from the date of opening of the tender.

11. The envelope containing the tender should reach to the Additional Director (GW & WR), Lok Sabha Secretariat (GW Branch), Room No. 404, Parliament House Annexe, New Delhi either or through registered/ speed post not later than 27<sup>th</sup> August, 2018 in all respects.

10. Tenders will be opened on the same day i.e. 27<sup>th</sup> August, 2018 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  
ANNEXE**

**DIRECTOR (GW&SC)  
LOK SABHA SECRETARIAT  
PARLIAMENT HOUSE**

**NEW DELHI**

**LOK SABHA SECRETARIAT**  
**(GENERAL WORKS BRANCH)**

**“TENDER NOTICE”**

Sealed tenders are invited from experienced and established contractors, who possess their own godown(s) and vehicle(s) in Delhi/ New Delhi for lifting waste paper (in torn condition) and the newspaper (untorn) for a period of one year from 1<sup>st</sup> September, 2018 to 31<sup>st</sup> August, .2019 from the Parliament House Complex.

2 Detailed Terms and Conditions of the tender and documents consisting of tender format and draft agreement can be downloaded from the Lok Sabha Secretariat website <http://www.loksabha.nic.in>.

3. Last date of receipt of Tenders is 27<sup>th</sup> August, 2018.

**ADDITIONAL DIRECTOR(GW& WR)**  
**TEL.NO. 23034310**

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

To

The Director (GW&SC)  
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 underwritten 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 valid for a period of one year (1.9.2018 to 31.8.2019) or from the date of award of the contract, which ever is later.
- (c) Earnest Money (i) Rs. 72,000/- (Rs. seventy two thousand only)
- (ii) Name of the Bank Demand Draft No. \_\_\_\_\_  
Dated \_\_\_\_\_ - \_\_\_\_ for Rs. \_\_\_\_\_ Drawn in favour of DDO Lok Sabha and payable at New Delhi:-  
Enclosed
- (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 preceding 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 (for police verification) who will represent the firm and enter in the Parliament House Complex in liaisoning with the Secretariat and their nature of relationship with the firm (photographs to be enclosed).
- (p) Details of the persons (individually) (for police verification)
- (q) Vehicle(s) registration Number (which will be carrying the waste papers from the Parliament House Complex).
- (r) Name of the Driver  
Necessary details (for police verification) (photograph to be 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 for a period of one year w.e.f.  
1.9.2018 or the date of award of the contract.

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 SPEAKER, LOK  
SABHA 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 & SC), 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. **Subject as hereinafter provided, this agreement shall remain in force from the \_\_\_\_\_ to \_\_\_\_\_ both dates inclusive**
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, newspapers(untorned) once at least 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 tender amount of RS. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) in four quarterly installment, each payable during the first week of the month in which it became payable.
5. In default to pay the quarterly installment in advance before the 8<sup>th</sup> 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 1<sup>st</sup> 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 constitute 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. Newspaper shall be taken in untorned condition. In no case shall the waste paper be removed in whole sheets/pages except newspapers.
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. To ensure due performance of the contract, the contractor shall deposited with the Lok Sabha Secretariat a sum of Rs. \_\_\_\_\_ ( 10% of the contract value). Performance security deposited shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations. This deposit, however, shall not carry any interest from LSS at the time of refund.
11. **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 un-lifted accumulation may be cleared from Lok Sabha Secretariat premises within the prescribed period by the contractor.
12. **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 un-lifted 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, un-lifted 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 un-lifted accumulation lying in the Lok Sabha Secretariat premises and wet/damaged by rains etc. If the un-lifted 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.
13. **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.
14. **Penalty**
  - (a) In case the successful bidder does not accept the contract and does not deposit performance security with in fifteen (15) days from the date of award of contract by LSS for whatsoever region(s), the EMD submitted by the contractors shall be forfeited
  - (b) If the contractor does not enter into a written contract within seven(7) days of furnishing of performance security, is performance security shall be forfeited.

- (c) If the contractor abandons the contract prematurely, the performance security deposited by the contractor shall be forfeited and no representation shall be considered by the Competent Authority in this regard. . Midway exit/abandonment of contract/tender will make the contractor liable to be debarred from participating in future tender for next two years
- (d) In the event of the contractor failing to comply with any of the Terms & Conditions of the office contract or he commits any breach of contract or if the services of the contractor are not found satisfactory, the performance security deposited shall be forfeited 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 LSS due to his/her actions and/or omissions. the decision of the competent authority shall be final and binding upon the contractor.
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 Competent 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.
16. The contractor shall not, without the previous consent of the Lok Sabha Secretariat, assign or subcontract 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 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 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 Deputy Secretary**

( \_\_\_\_\_ )

