

Tender No. 55/02/2020/GW

TENDER DOCUMENT

FOR

E-TENDERING

FOR

**PURCHASE AND LIFTING OF WASTE PAPER (TORN),
NEWSPAPERS (UNTORN) & MAGAZINES (UNTORN) OF THE LOK
SABHA SECRETARIAT FROM THE PARLIAMENT HOUSE COMPLEX,
NEW DELHI ON ANNUAL RATE CONTRACT BASIS**

**(Visit us at website <https://eprocure.gov.in/eprocure/app> &
www.loksabha.nic.in)**

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**LOK SABHA SECRETARIAT
(GENERAL WORKS BRANCH)
ROOM NO. 402, PARLIAMENT HOUSE ANNEXE,
NEW DELHI – 110001
Tel. Nos. 2303 4866 & 2303 4402**

NOTICE INVITING E-TENDER

Lok Sabha Secretariat invites Online Bids on a Single Stage Basis under **Two Bid Systems, viz., Technical Bid and Financial Bid** from **experienced and established contractors** for purchase and lifting of all waste papers (torn) [which may include printed, torn, clothed, white, coloured, inked, oiled, unbleached, straw boards, sheets, cutting, trimmings, daily sweepings, torn old records, gatta, old card boards and card board boxes], newspapers (untorn) & magazines (untorn) of the Lok Sabha Secretariat from the Parliament House Complex, New Delhi on Annual Rate Contract Basis for a period of one year w.e.f. date of entering into the Agreement. Rates per kg. should be quoted for waste papers, newspapers and magazines (mixed). The yearly combined accumulation of waste papers, newspapers and magazines is about 1,00,000 kg (100 tonnes). This figure, however, is only indicative and may vary (increase or decrease) depending on the actual accumulation. The minimum reserve price for waste paper, newspapers and magazines (mixed) shall be Rs.12/- per kg.

2. Document Download:

The Tender Document having detailed Instructions and Terms & Conditions are available on the Lok Sabha Website www.loksabha.nic.in and CPPP Site <https://eprocure.gov.in/eprocure/app>. CRITICAL DATE SHEET for the e-Tender is as under:

CRITICAL DATE SHEET

Published Date	10.08.2020 (1800 hours)
Bid Document Download Start Date	10.08.2020 (1800 hours)
Bid Document Download End Date & Time	31.08.2020 (up to 1500 hours)
Clarification Start Date	10.08.2020 (1800 hours)

Clarification End Date & Time	17.08.2020 (up to 1500 hours)
Date of reply to the clarification, if any	21.08.2020 (1800 hours)
Bid submission Start Date & Time	22.08.2020 (1000 hours)
Bid submission End Date & Time	31.08.2020 (up to 1500 hours)
Bid Opening Date & Time	03.09.2020 (1600 hours)

3. Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Bidders/Contractors are advised to follow "Instructions to Bidder for Online Bid Submission" provided in the 'Annexure-I' for online submission of Bids".

Bid Documents may be **scanned with 100 dpi** with Black and White option which helps in reducing size of the Scanned Document.

4. Bidder who has downloaded the Tender from the Lok Sabha website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> **will not be permitted to modify the Tender Form including downloaded Price Bid Template in any manner.** In case the same is found to be tampered/modified in any manner, the Tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Lok Sabha Secretariat.

5. Intending Bidders are **advised to visit** Lok Sabha website www.loksabha.nic.in and **CPPP Website** <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission** of the Tender for any Corrigendum/Addendum/Amendment.

6. No Tender fee is required to be paid at the time of submission of Bids.

7. Bidder is required to submit Earnest Money Deposit (EMD) of **Rs.72,000/- (Rupees Seventy Two Thousand Only)** in the form of (i) Banker's Cheque/Demand Draft in favour of **Drawing and Disbursing Officer, Lok Sabha** payable at New Delhi (ii) Deposit receipt from a

Scheduled Commercial Bank in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Nationalized/Scheduled Bank, which must be delivered to the **Additional Director, Room No.402, Parliament House Annexe, Sansad Marg, New Delhi – 110001 on or before Bid Opening Date/Time as mentioned in Critical Date Sheet.** Tenderer shall be liable for legal action for non-submission of Original Payment Instrument like DD, etc., against the submitted Bid.

8. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet.** After online opening of Technical-Bid the results of their qualification as well as Price-Bid Opening will be intimated later.

Submission of Tender

9. The **Tender shall be submitted online in Two Parts, viz., Technical Bid and Financial Bid.**

10. All the pages of Bid being submitted **must be signed and sequentially numbered by the Bidder** irrespective of nature of content of the Documents before uploading.

11. The offers submitted by Fax/e-mail shall not be considered. No correspondence will be entertained in this matter.

TECHNICAL BID

12. The **signed and scanned copies of the following Documents** are to be uploaded by the Bidder along with **Technical Bid** as per the Tender Document:

- i) Duly filled in Technical Data Sheet (Annexure-II);**
- ii) Proof for payment of Earnest Money Deposit;**
- iii) Registration Certificate as per existing norms (indicating the Legal Status–Company/Partnership Firm/Proprietorship Concern, etc.);**
- iv) GST and PAN Card Registration Certificates;**
- v) Income Tax Returns filed for the Last Three Financial Years, i.e., 2016-17, 2017-18 & 2018-19;**
- vi) Proof of Experience of lifting of waste paper from the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (copy of experience certificate issued during the last three years, i.e., 2017, 2018 & 2019);**

- vii) Price Bid Undertaking as per **Annexure-IV**, Tender Acceptance Letter as per **Annexure-V**, Declaration regarding Blacklisting or otherwise as per **Annexure-VI**, and Letter of Authorization for attending the Bid Opening as per **Annexure-VII**.

FINANCIAL BID

13. Schedule of Price Bid is in the form of **"V3_BOQ_ItemWise_Template.xls"**

**Additional Director
General Works Branch
Lok Sabha Secretariat**

INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i)** 'The Seller' means the Lok Sabha Secretariat (LSS).
- (ii)** 'The Bidder' means the individual or Firm/Company who participates in this Tender and submits Bid.
- (iii)** 'The Contractor' means the individual or Firm lifting the waste paper under the Contract.

2. Bid Document

- (i)** Instructions to the Bidders
- (ii)** Terms and Conditions of the Tender
- (iii)** Technical Bid Format
- (iv)** Financial Bid Format

2.1 The Bidder(s) is/are expected to examine all Instructions, Terms and Conditions contained in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Minimum Eligibility Criteria:-

Bidders should:

- (i)** be an individual or Indian Company/Firm engaged in lifting of waste paper in Delhi/NCR.
- (ii)** have experience in lifting of waste paper from the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (Copy of experience certificate issued during the last three years, i.e., 2017, 2018 & 2019 to be attached);
- (iii)** not have been Blacklisted by the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies. Declaration has to be submitted in the prescribed format. **(Annexure-VI).**

The Financial Bid of only those Bidders will be opened whose Technical Bid is found complete and conform the Eligibility Criteria.

4. Documents/Certificates

The Bidders are required to upload the following Documents along with Technical Bid in **pdf format (Documents in original except EMD should be produced for verification before signing of the Agreement)**:

- (i) **Duly filled in Technical Data Sheet (Annexure-II);**
- (ii) **Proof for payment of Earnest Money Deposit;**
- (iii) Registration Certificate as per existing norms (indicating the Legal Status–Company/Partnership Firm/Proprietorship Concern, etc.);
- (iv) GST and PAN Card Registration Certificates;
- (v) Income Tax Returns filed for the Last Three Financial Years, i.e., 2016-17, 2017-18 & 2018-19;
- (vi) Proof of Experience of lifting of waste paper from the Departments/Ministries of the Government of India/PSUs/Autonomous Bodies (Copy of experience certificate issued during the last three years, i.e. 2017, 2018 & 2019);
- (vii) Price Bid Undertaking as per **Annexure-IV**, Tender Acceptance Letter as per **Annexure-V**, Declaration regarding Blacklisting or otherwise as per **Annexure-VI**, and Letter of Authorization for attending the Bid Opening as per **Annexure-VII**.

5. Bid Security/Earnest Money Deposit (EMD)

5.1 The Earnest Money Deposit (EMD) of **Rs. 72,000/- (Rupees Seventy Two Thousand Only)** must be deposited by Bidders in the form of (i) Banker's Cheque/Demand Draft in favour of **Drawing and Disbursing Officer, Lok Sabha** payable at New Delhi (ii) Deposit receipt from a Scheduled Commercial Bank in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Nationalized/Scheduled Bank, at the address "**The Additional Director, General Works Branch, Room No. 402, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001**" on or before the opening of Tender. The Seller will not take any responsibility for delay or non-receipt.

5.2 The bid security shall remain valid for a period of forty-five days beyond the final bid validity period (120 days) from the date of opening of the Bids.

5.3 The Scanned Copy of Demand Draft/Banker's Cheque etc. for EMD must be uploaded along with Technical Bid.

5.4 No request for transfer of any previous deposit of Earnest Money or Security Deposit or payment of any Pending Bill held by the Lok Sabha Secretariat in respect of any previous Job will be entertained.

5.5 A Bid received without Bid Security (EMD) shall be rejected as non responsive.

5.6 EMD for lesser amount /EMD not submitted in the manner prescribed will be rejected and returned to the Bidder.

5.7 The submission of EMD is compulsory for all the Bidders. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the concerned Ministry or Department may be exempted from furnishing bid security along with their bid, if they so desire.

5.8 The Bid Security of the Unsuccessful Bidder will be discharged/returned to them within **30 days** after finalization and award of the Contract without any interest.

5.9 The Bid Security may be forfeited:

- (a) If a Bidder withdraws or modifies his Bid during the period of Bid validity specified in the Bid Document;
- (b) In the case of Successful Bidder, if the Bidder fails to:
 - (i) sign the Contract,
 - (ii) furnish the Performance Security within the time specified in the Document.

6. Clarification on Bid Document

In case the Prospective Bidders need any clarification regarding any Terms and Conditions of the Tender, he/she/they may seek clarification through CPPP on or before the time indicated in the Critical Date Sheet.

7. Amendment of Bid Document

7.1 At any time prior to 'Bid Submission Start Date' indicated in Critical Date Sheet, the Seller may for any reason whether at its own initiative or in response to a clarification requested by the Prospective Bidder, modify the Bid Documents by an Amendment. The amendment will be uploaded onto LSS website www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> for the benefit of all the Prospective Bidders.

7.2 In order to give Prospective Bidders reasonable time for taking an Amendment into account in preparing their Bids, the **Additional Director, General Works Branch** may at his discretion, extend the deadline for the submission of Bids.

8. Rejection of incomplete and conditional Tenders

The incomplete and Conditional Tenders will be rejected. **Quoting unrealistic rates will be treated as disqualification.**

9. Non transferability

This Tender is non transferable.

10. Preparation and Uploading of e-Tender

10.1 Bidder should take into account Corrigendum, if any, published to the Tender Document before uploading their Bids.

10.2 Bidder should get ready the Bid Documents in advance to be uploaded as indicated in the Tender Document/Schedule and generally, they should be in pdf/xls formats. Bid Documents may be Scanned with 100 dpi with Black and White option.

10.3 The Bid uploaded online by the Bidders and all Correspondence and Documents relating to the Bid exchanged by the Bidder with the Seller shall be written in English only.

11. Documents comprising the Bid

11.1 The Bid should consist of all the Documents/Certificates as mentioned in Clause 4 of Instructions to the Bidders, Price Bids, etc., required to be uploaded in the e-Procurement System.

11.2 The Bids shall comprise of (i) Technical Bid and (ii) the Financial Bid:

- (i) The Technical Bid comprises of all the information/documents sought in and should be uploaded onto CPPP in pdf format only. **The documents/information sought should be in the same serial order as given in the Technical Bid Format.**
- (ii) The Financial Bid shall specify the Rates/Prices in the Format shown in the Financial Bid and should be uploaded onto CPPP in xls format only.

N.B. : All the Documents uploaded must be legible and digitally signed, otherwise the Bid is likely to be rejected.

12. Bid Prices

12.1 The rates should be quoted in Indian Rupees only in words as well as figures.

12.2 Rates/prices should be valid for **One Year** from the date of signing of the Agreement. Rates/Prices shall remain fixed during the entire period of Contract, i.e., One Year. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A Bid with an adjustable price quotation will be treated as non-responsive and will be rejected.

13. Period of validity of Bids

The Bid shall remain valid and open for acceptance for a period of 120 days from the date fixed for opening the same. A Bid valid for a shorter period shall be rejected by the Seller as non-responsive.

14. Signing of the Bids

The Bidder has to authenticate with his Digital Signature Certificate (DSC) and upload the required Bid owning responsibility for their correctness/authenticating documents one by one as indicated in the Tender Document. The required documents for the Tender should be properly paged and indexed and the requisite information should be highlighted also.

15. Deadline for submission of Bids

15.1 Bids must be uploaded in the CPPP Portal on or before the prescribed date and time mentioned in the Critical Date Sheet of **NOTICE INVITING TENDER (NIT)**.

15.2 Lok Sabha Secretariat, may, at his discretion, extend the deadline for Bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Seller and the Bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

15.3 The responsibility for uploading the Bids in time would rest with the Bidder.

15.4 Fax/e-mail offers will be treated as defective, invalid and rejected. Only detailed complete Bids received through CPP Portal prior to the closing time and date of the Bids will be taken as valid.

16. Bid Opening

16.1 On the date and time indicated in the "**Critical Date Sheet**" of **Notice Inviting Tender (NIT)** Bids will be opened at **Room No. 402, Parliament House Annexe, Sansad Marg, New Delhi – 110001** in the presence of the Bidders or their representatives duly authorized by the Bidder who wish to be present. If the Bid Security is not found as prescribed, the Bid shall summarily be rejected. The representatives are required to bring Photo Identity Card issued by the Firm / Employer and also a copy of the Authorization as given in the "**Annexure-VII**".

16.2 Bids shall be numbered serially by the Competent Authority. The

Bidder's names, documents submitted/not submitted and such other details as the Competent Authority, at its discretion may consider appropriate shall be announced at the Bid Opening.

17. Clarification of Bids

17.1 To assist in the examination, evaluation and comparison of Tenders, the Seller may ask the Bidders individually for clarification of their Tenders.

17.2 The request for clarification and their response shall be through CPP Portal but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Seller during the evaluation of the Tenders.

17.3 The Bidder shall promptly provide all necessary information and documents to be submitted to the Seller during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings, etc., having a material bearing on the evaluation process may render its Tender being treated as non-responsive and will be liable to be rejected summarily.

18. Technical Evaluation

18.1 The Seller shall carry out the evaluation solely based on the uploaded Certificates/Documents in the e-Procurement system.

18.2 The Competent Authority shall examine/ evaluate the Technical Bids to determine whether they (i) fulfill the Eligibility Criteria, (ii) submitted the requisite documents (iii) meet the Terms and Conditions specified, (iv) complied with all the Instructions contained therein, etc.

18.3 Prior to Financial Evaluation, the Seller will determine the substantial responsiveness of each Bid to the Bid Document. For the purpose of this Clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid Documents without any deviation or reservation. **The determination of Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.**

18.4 A Bid determined as substantially non-responsive will be rejected by the Seller and shall not subsequent to the Bid opening be made responsive by the Bidder by correction of the non conformity.

19. Financial Evaluation and Comparison of Substantially Technically Responsive Bids

19.1 The Seller shall carry out the evaluation solely based on the uploaded Schedule of Rates (Price Bids) in the e-Procurement system.

19.2 The **Financial Bids** of Technically Qualified Bidders only will be recommended for opening and consideration by the Competent Authority. The said Authority will evaluate the Bids to determine whether (i) they are complete; (ii) the requisite Bid Securities have been furnished; (iii) the Bids have been properly signed and stamped; (iv) the Bids are generally in order, etc.

19.3 The Seller shall shortlist those who are eligible and submitted substantially Technical Responsive Bids for opening of Financial Bid. The names of the Successful Bidders will be displayed on the CPP Portal and website of Lok Sabha. Such Successful Bidders may like to attend the Financial Bid Opening. The date, time and venue of the Financial Bid Opening will be uploaded on CPP Portal and website of Lok Sabha. **The Financial Bids of Unsuccessful Bidders would not be opened.**

19.4 A Bid which is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder may be rejected as non-responsive.

20. Contacting the Seller

20.1 No Bidder shall try to influence the Seller on any matter relating to their Bid, from the time of the Bid opening till the time Contract is awarded.

Any effort by the Bidder to influence the Seller in the Seller's Bid Evaluation, Bid Comparison or Contract Award decision shall result in the rejection of the Bid.

21. Award of Contract

Award Criteria

The Contract shall be awarded with the approval of the Competent Authority to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid Documents and who has offered the **highest evaluated Bid**.

22. Right to accept/reject any or all Bids

22.1 The Seller reserves the right to accept or reject any Bid including the highest and to annul the Bidding Process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the said action.

22.2 In the event of more than one firm having identical Financial Bid, the decision of Lok Sabha Secretariat to award the contract shall be final.

23. Notification of Award

23.1 Prior to the expiration of the prescribed period of Bid Validity, the **Additional Director, General Works Branch** will notify the Successful Bidder on CPP Portal that his Bid has been found successful.

23.2 The Notification of Award will constitute the formation of the Contract.

23.3 Upon furnishing of Performance Security Deposit by the Successful Bidder in accordance with the provisions of Clause 8 of Terms & Conditions of the Tender, **Additional Director, General Works Branch** will notify on CPP Portal the Unsuccessful Bidders that their Bids have been unsuccessful.

24. Signing of Agreement

Upon the receipt of the Notification of Award by the Successful Bidder, Bidder shall fill the Agreement in accordance with Form of Agreement included in the Bid Document and submit the same on non-judicial stamp paper (of appropriate denomination all at his own cost) to the

Additional Director, General Works Branch within 07 days of furnishing Performance Security Deposit.

25. Annulment of the Award

25.1 Failure of the Successful Bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of Award and forfeiture of the Bid Security in which event the Seller may make the award to any other Bidder at the discretion of the Seller or call for New Bids.

25.2 Seller reserves the right to Blacklist a Bidder for a suitable period in case he fails to honour his Bid without sufficient grounds.

TERMS & CONDITIONS

The successful bidder shall take delivery of and remove from the premises of the Lok Sabha Secretariat, New Delhi all waste papers (torn) [which may include printed, torn, clothed, white, coloured, inked, oiled, unbleached, straw boards, sheets, cutting, trimmings, daily sweepings, torn old records, gatta, old card boards and card board boxes], newspapers (untorn) & magazines (untorn) once at least every week or as and when asked for by the Lok Sabha Secretariat 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.

2. The successful bidder shall make her/his own arrangements for bags, boxes, vehicles and labour that may be required for such removal.

3.0 The successful bidder shall pay the full tender amount of Rs._____ (Rs._____ only) in four quarterly instalments, each payable during the first week of the month in which it becomes payable. The amount of quarterly instalment shall be arrived at by employing the formula $(1,00,000 \times \text{rate per kg. by the successful bidder}/4)$.

3.1 The successful bidder will lift the waste paper not exceeding the value of waste paper equal to the quarterly instalment. Any additional waste paper (above the value of quarterly instalment) will be allowed only after depositing the requisite amount in that particular quarter. The successful bidder will submit the additional amount within 7 days failing which penalty may be imposed and performance security may be forfeited.

3.2 If the value of the waste paper is less than the value of quarterly instalment, then it will be adjusted at two occasions during the contract period. The first adjustment will be made after six months i.e. at the time of submission of 3rd quarterly instalment. The successful bidder will be allowed to submit the 3rd instalment after deduction of value of the waste paper which has not been lifted by the successful bidder during the 1st and 2nd quarter. The second adjustment will be made at the time of completion of contract and the additional amount, if any, will be returned to the successful bidder. The successful bidder will

request the Lok Sabha Secretariat for such payment and it will be returned to the successful bidder with performance security on successful completion of the contract.

4. In default to pay the quarterly installment in advance before the 8th day of the month to which it relates, the successful bidder 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 constitute a ground for termination of contract.

5. All bags, boxes, trollies, vehicle required to remove the waste papers shall be engaged by the successful bidder at her/his own expenses and she/he will not be allowed to do the sorting in the premises of the Lok Sabha Secretariat.

6. The waste papers shall be taken by the successful bidder in mixed and torn condition from the premises of the Lok Sabha Secretariat at least once a week. Newspapers & magazines shall be taken in unsorted condition. In no case shall the waste paper be removed in whole sheets/pages except newspapers & magazines.

7. The successful bidder 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.

8.0 The successful Bidder shall be required to deposit within 07 days of award of contract a sum of Rs. _____ 10% of tender amount on the basis of the formula $(1,00,000 \times \text{rate quoted per kg} \times 10/100)$ as Performance Security Deposit, which shall be refundable without any interest from the Lok Sabha Secretariat after a period of 60 (sixty) days beyond the date of completion of all contractual obligations.

8.1 PSD shall be in the form of (i) Banker's Cheque/Demand Draft in favour of **Drawing and Disbursing Officer, Lok Sabha** payable at New Delhi (ii) Deposit receipt from a Scheduled

Commercial Bank in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Nationalized/Scheduled Bank. In case PSD is in the form of Bank Guarantee, such a Bank Guarantee should be from a Nationalized/Scheduled Bank and in the form provided in the **Annexure-VIII**.

8.2 The PSD should remain **valid** for a period of **Sixty Days** beyond the date of completion of all contractual obligations by the contractor. EMD will be refunded to the Successful Bidder on receipt of Performance Security.

8.3 In case, the selected bidder does not accept the contract and does not deposit the performance security within 07 days from the date of award of contract by the Lok Sabha Secretariat for whatever reasons, the EMD submitted by the successful bidder shall be forfeited.

8.4 If the successful bidder abandons the contract prematurely, the performance security deposited by the successful bidder shall be forfeited and no representation shall be considered by the Competent Authority in this regard

9.0 The LSS reserves the right to accept/reject any or all the Bids in whole or in part and annul the Bidding Process without assigning any reason whatsoever.

9.1 Provided that a Bid is substantially responsive, the LSS reserves the right to seek necessary information or documentation from the Bidder (s), within a reasonable period of time, to rectify non-material, non-conformity, or omission in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of their Bids.

10. If the Firm after Award of the Contract violates any of the Terms and Conditions, fails to honour its Bid without sufficient grounds and within reasonable time it shall be liable for Blacklisting for a suitable period. EMD/Performance Security shall be forfeited.

11. Rates quoted should be valid for one year from the date of signing of the Contract. Bids quoting the Rates valid for periods less than one year will be considered non-responsive.
12. In no circumstances, the Firm shall appoint any Sub-Contractor or Sub-Lease the Contract. If it is found that the successful bidder has violated these conditions, the Order will be terminated forthwith without any Notice and Performance Security Deposit will be forfeited.
- 13. The Bidders will be bound by the details furnished by them to LSS, while submitting the Tender or at subsequent stage. In case, any of such Documents furnished by her/ him is found to be false at any stage, it would be deemed to be a breach of Terms of Contract making her/him liable for **legal action besides termination of Contract.****
14. The selected bidder shall enter into an Agreement with the Lok Sabha Secretariat as per **Annexure-IX** for due performance of duties and functions by the firm within 07 days of furnishing of performance security, failing which her/his performance security shall be forfeited.
15. The successful bidder shall be provided weight slip(s) of the waste paper collected from the Secretariat.
16. If the waste generation is more than the estimated waste i.e. 1,00,000 kg, the successful bidder will deposit the additional amount as per the requirement.
17. The rate (in per kg.) should be higher than the Minimum Reserve Price fixed by the Lok Sabha Secretariat.
18. The weight of the waste material will be measured before a Committee duly constituted for the purpose and thereafter it will be provided to the successful bidder for disposal. For the purpose of weight measurement, the weighing scale owned by the Lok Sabha Secretariat or any other mechanism approved by the Secretariat will only be considered. The decision of the Secretariat with regard to the procedure to be followed for weight measurement will be final and bound.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information useful for submitting online Bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) by clicking on the link "**Online Bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their Accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENT

- 1) There are various search options built in the CPP Portal, to facilitate Bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organisation Name, Location, Date, Value, etc. There is also an option of advanced search for Tenders, wherein the Bidders may combine a number of search parameters such as Organisation Name, Form of Contract, Location, Date, Other keywords, etc., to search for a Tender published on the CPP Portal.
- 2) Once the Bidders have selected the Tenders they are interested in, they may download the required documents/Tender Schedules. These Tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the Bidders through SMS/e-mail in case there is any Corrigendum issued to the Tender Document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any Corrigendum published on the Tender Document before submitting their Bids.
- 2) Please go through the Tender Advertisement and the Tender Document carefully to understand the Documents required to be submitted as part of the Bid, the number of Documents-including the Names and Content of each of the Documents that need to be submitted. Any deviation from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should get ready the Bid Documents to be submitted as indicated in the Tender Document/Schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid Documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the Scanned Document.
- 4) To avoid the time and effort required in uploading the same set of Standard Documents which are required to be

submitted as a part of every Bid, a provision of uploading such Standard Document (e.g. PAN card copy, etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" are available. These Documents may be directly submitted from the "My Space" are while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The Bidder has to digitally sign and upload the required Bid Documents one by one as indicated in the Tender Document.
- 3) Bidder has to select the payment option as "offline" to pay the Tender Fee/EMD as applicable in the Tender Document.
- 4) Bidder should prepare the EMD as per the instructions specified in the Tender Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the Tender Documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise the uploaded Bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided and no other format is acceptable. If the Price Bid has been given as a standard BoQ format with the Tender Document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename.

If the BoQ file is found to be modified by the Bidder, the Bid will be rejected.

- 6) The Server Time (which is displayed on the Bidders' dashboard) will be considered as the Standard Time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids, etc., the Bidders should follow this time during Bid submission.
- 7) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the Server is subjected to symmetric encryption using a System Generated Symmetric Key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys. Overall, the uploaded Tender Documents being readable only after the Tender opening by the Authorized Bid Openers.
- 8) The uploaded Tender Documents become readable only after the Tender opening by the Authorized Bid Openers.
- 9) Upon the successful and timely submission of Bids (ie after Clicking "Freeze Bid Submission" in the Portal), the Portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- 10) The Bid Summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid Opening Meeting.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender Document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant Contact person indicated in the Tender.
- 2) Any queries relating to the process of Online Bid Submission or queries relating to CPP Portal in general may be directed

to the 24X7 CPP Portal Helpdesk.

TECHNICAL BID

INFORMATION AND DOCUMENTS TO BE SUBMITTED

- 1 Name of the Bidding Firm/Agency/Company:
2. Address of the Bidding Firm/Agency/Company:.....
.....
3. Contact details of the Bidding Firm/Agency:

(a) Tel. No. with STD (O).....
(Fax).....(R).....
(b) Mobile No.....(c)E-mail... ..(d)Website.....
4. Name of Proprietor/Partners/Directors of the Firm/Agency:
.....
.....
5. Bidder's Bank Details:-
(i) Name of Account Holder:
- (ii) Complete A/c No. Current/Saving).....
- (iii) Name of Bank.....
- (iv) Name of Branch with Complete Address
-
- (v) IFS Code of Branch
- (vi) 9 Digit MICR Code of Branch
- (Attach one copy of cancelled Cheque leaf after cutting the Cheque number).***
6. Registration and Incorporation particulars of Firm:
(Upload copies of the relevant Documents/Certificates)
7. GST Registration Details
- (Upload copy of the relevant Document/Certificate)

8. Permanent Income Tax Number (PAN)/Income Tax Circle/TIN
9. Copies of Income Tax Returns filed for the Last Three Financial years, 2016-17, 2017-18 and 2018-19
- 10 Proof of Experience issued by Deptts./Ministries of Govt of India/PSUs/Autonomous Bodies of Govt. of India during the last three years, i.e. 2017, 2018 and 2019.....
11. Price Bid Undertaking (**Annexure –IV**).....
12. Tender Acceptance Letter (**Annexure-V**)
13. Declaration regarding Blacklisting or otherwise by the Govt. Departments (as per **Annexure-VI**)
14. Details of Earnest Money Deposit: Name of Bank.....
Banker’s Cheque/Demand Draft, etc. No. Dated.....
for Rs.72,000/- drawn in favour of Drawing and Disbursing Officer, Lok Sabha and payable at New Delhi. [upload scanned copy].
15. Any other information:

I/we certify that the information furnished above is true and correct.
The Terms and Conditions are acceptable to us.

Name & Address of Firm.....

.....

Authorised Signature & Seal of the Firm

ANNEXURE-III

FORMAT FOR FINANCIAL BID FOR PURCHASE AND LIFTING OF WASTE PAPER (TORN), NEWSPAPERS (UNTORN) & MAGAZINES (UNTORN) OF THE LOK SABHA SECRETARIAT FROM THE PARLIAMENT HOUSE COMPLEX, NEW DELHI

Name of the Firm	Tentative weight of waste paper (torn) [which includes printed, torn, clothed, white, coloured, inked, oiled, unbleached, straw boards, sheets, cutting, trimmings, daily sweepings, torn old records, gatta, old card boards and card board boxes], newspapers (untorn) & magazines (untorn) as disclosed in NIT	Unit rate (per kg.) quoted by the bidder	Total Rate quoted by the bidder
	A	B	C=(AxB)
	1,00,000 kg. for one year*		

* The waste paper will be provided to the approved vendor on the basis of approved rate (per kg.) on the basis of actual waste generation in the Lok Sabha Secretariat.

Signature:

Name:

Date:

Seal:

PRICE BID UNDERTAKING

(To be given on Company Letter Head)

Date :.....

From

(Full name and address of the Bidder)

.....
.....

To,

The Additional Director,
General Works Branch,
Lok Sabha Secretariat, Parliament House Annexe,
New Delhi-110001.

Subject: Purchase and lifting of waste paper (torn), newspapers (untorn) and magazines (untorn) of the Lok Sabha Secretariat from the Parliament House Complex, New Delhi.

Dear Sir/Madam,

I/We submit the Price Bid for purchase and lifting of waste paper (torn), newspapers (untorn) and magazines (untorn) of the Lok Sabha Secretariat from the Parliament House Complex, New Delhi **on Annual Rate Contract Basis** as envisaged in the Bid Document.

2. I/We have thoroughly examined and understood all the Terms and Conditions as contained in the Bid Document, and agree to abide by them.

3. I/We offer to work at the rates as indicated in the Financial Bid, **Annexure-III.**

Yours faithfully,

Signature of Authorized Representative with date

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

From

Date :.....

(Full name and address of the Bidder)

.....
.....

To,

The Additional Director, General Works Branch,
Lok Sabha Secretariat, Parliament House Annexe,
New Delhi-110001.

Subject: Purchase and lifting of waste paper (torn), newspapers (untorn) and magazines (untorn) of the Lok Sabha Secretariat from the Parliament House Complex, New Delhi.

Dear Sir,

I/We have downloaded/obtained the Tender Document(s) for the above mentioned Tender from the web site(s), namely, www.loksabha.nic.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app>.

2. I/We hereby certify that I/we have read the entire Terms and Conditions of the Tender Documents from Page No. to (including all documents like Annexure (s), etc.), which form part of the Contract Agreement and I/we shall abide hereby by the Terms and Conditions/Clauses contained therein.

3. The Corrigendum(s) issued from time to time by your Department/Organization too have also been taken into consideration, while submitting this Acceptance Letter.

4. I/We hereby unconditionally accept the Tender Conditions of above mentioned Tender Document(s)/Corrigendum(s) in

totality/entirely.

5. I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your Department/Organization shall without giving any Notice or reason thereof or summarily reject the Bid or terminate the Contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

DECLARATION

(To be given on Company Letter Head)

To

The Additional Director
General Works Branch
Lok Sabha Secretariat
Parliament House Annexe
New Delhi-110001.

Subject: Purchase and lifting of waste paper (torn), newspapers (untorn) and magazines (untorn) of the Lok Sabha Secretariat from the Parliament House Complex, New Delhi.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by all the Terms and Conditions of this Tender.

2. I/We also confirm that in the event of my/our Tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office as per condition for purchase and lifting of waste paper.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the Firm was or is Proprietor or Partner or Director of any firm with whom the Government have Blacklisted/Banned / Suspended Business dealing. I/We further undertake to report to the Lok Sabha Secretariat, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is **Blacklisted/Banned/Suspended** in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Date:

Designation with Seal of the Firm

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

(To be given on Company Letter Head)

**Subject: Authorization for attending the Tender Opening on
..... of the Tender for purchase and
lifting of waste paper (torn), newspapers (untorn)
and magazines (untorn) of the Lok Sabha Secretariat
from the Parliament House Complex on Annual Rate
Contract Basis.**

Following person is hereby authorized to attend the Bid Opening
for the Tender mentioned above on behalf of
M/s..... (name of the Bidder)

Name

Specimen Signature

Alternate Representative

Name

Specimen Signature

Signature of the Bidder

Or

Officer Authorized to sign the Bid Documents on behalf of the Bidder

Date:

PERFORMANCE SECURITY BOND FORM

In consideration of the Lok Sabha Secretariat (hereinafter called "the Secretariat") having agreed to exempt ----- (Hereinafter called "the said Contractor(s)" from the demand, under the Terms and Conditions of an Agreement No. ----- Dated ----- made between ----- and ----- for the purchase and lifting of waste paper of the Lok Sabha Secretariat from the Parliament House Complex, New Delhi (Hereinafter called 'the said Agreement'), of Performance Security for the due fulfillment by the said Contractor (s) of the Terms and Conditions contained in the said Agreement, on Production of a Bank Guarantee for ----- we, (Name of the Bank) ----- (hereinafter referred to as "the Bank") at the request of -----

(Name of the Contractor (s) do hereby undertake to pay to the Secretariat an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Secretariat by reason of any breach by the said Contractor(s) of any the Terms or Conditions contained in the said Agreement.

2. We (Name the Bank) ----- do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand for the Secretariat stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Secretariat by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee where the decision of the Secretariat in these counts shall be final and binding on the Bank. However, our liability under this Guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the Secretariat any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this bond shall be valid discharge of our liability for payment there under and the Contractor (s) shall have not

claim against use for making such payment.

4. We (name of the Bank) ----- further agree that the Guarantee herein contained shall remain in full force and affect during for a period of sixty days beyond the date of completion of all Contractual Obligations of the Contractor including Warranty Obligation. And that it shall continue to be enforceable till all the dues of the Secretariat under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till -----
(Secretariat) certifies that the Terms and Conditions of the said Agreement have been full and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee.

5. We (Name of the Bank) ----- further agree with the Secretariat that the Secretariat shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the Terms and Conditions of the said Agreement or to extend time of Performance by the said Contract (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretariat Against and said Contract(s) and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract (s) or for any forbearance, act or omission on the part of the Secretariat or any indulgence by Secretariat to the said Contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6 This Guarantee will not be discharged due to the change in the constitutions to the Bank or the Contractor (s).

7. We (name of the Bank) ----- lastly undertake not to revoke this Guarantee during its currency except with the pervious consent of the Lok Sabha Secretariat in writing.

Dated the _____ day of _____, Two Thousand Nineteen only.

For _____
(Indicate the Name of the Bank)

Witnesses:-

1.

Telephone No. (s);- _____

STD Code- _____

FAX No. _____

E-Mail Address:- _____

ANNEXURE-IX

**On non-judicial stamp paper
(of appropriate denomination)**

A G R E E M E N T

**[To be executed within 07 days of Furnishing Performance
Security Deposit]**

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 **Additional Director** (GW), Lok Sabha Secretariat, New Delhi for the purchase and lifting of waste paper (torn), newspapers (untorn) and magazines (untorn) of the Lok Sabha Secretariat from the Parliament House Complex, 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.**

1.1 The contract may be extended with the same terms and conditions and rates for three months with the consent of both the parties.

2. The contractor shall take delivery of and remove from the premises of the Lok Sabha Secretariat, New Delhi all waste papers (torn) [which may include printed, torn, clothed, white, coloured, inked, oiled, unbleached, straw boards, sheets, cutting, trimmings, daily sweepings, torn old records, gatta, old card boards, card board boxes], newspapers (untorn) & magazines (untorn) once at least every week or as and when asked for by the Lok Sabha Secretariat 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.

4.0 The contractor shall pay the full tender amount of Rs. _____ (Rs. _____ only) in four quarterly instalments, each payable during the first week of the month in which it becomes payable. The amount of quarterly instalment shall be arrived at by employing the formula $(1,00,000 \times \text{rate per kg. by the successful bidder}/4)$.

4.1 The contractor will lift the waste paper not exceeding the value of waste paper equal to the quarterly instalment. Any additional waste paper (above the value of quarterly instalment) will be allowed to be lifted only after depositing the requisite amount in that particular quarter. The contractor will deposit the additional amount within 7 days of weighing the waste paper failing which penalty may be imposed and performance security may be forfeited.

4.2 If the value of the waste paper is less than the value of quarterly instalment, then it will be adjusted at two occasions during the contract period. The first adjustment will be made after six months i.e. at the time of submission of 3rd quarterly instalment. The contractor will be allowed to submit the 3rd instalment after deduction of value of the waste paper which has not been lifted by the contractor during the 1st and 2nd quarter. The second adjustment will be made at the time of completion of contract and the additional amount, if any, will be returned to the contractor. The contractor will request the Lok Sabha Secretariat for such payment and it will be returned to the contractor

with performance security on successful completion of the contract.

5. In default to pay the quarterly installment in advance before the 8th day of the month to which it relates or for delay in depositing the payment for additional waste paper, 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 constitute a ground for termination of the 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. Newspapers and magazines shall be taken in untorn condition. In no case shall the waste paper be removed in whole sheets/pages except newspapers and magazines.

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. For the due and faithful performance by the contractor of all her/his obligations under the present contract, the contractor has deposited with the Lok Sabha Secretariat, a sum of Rs. 10% of tender amount on the basis of the formula $(1,00,000 \times \text{rate quoted per kg} \times 10/100)$ as Performance Security Deposit, which shall be refundable without any interest from the Lok Sabha Secretariat after a period of 60 (sixty) days beyond the date of completion of all contractual obligations.

11. The PSD should remain **valid** for a period of **Sixty Days** beyond the date of completion of all contractual obligations by the Contractor.
12. If the Firm after Award of the Contract violates any of the Terms and Conditions, fails to honour its Bid without sufficient grounds and within reasonable time it shall be liable for Blacklisting for a suitable period. EMD/Performance Security shall be forfeited.
13. Rates quoted should be valid for one year from the date of signing of the Contract. Bids quoting the Rates valid for periods less than one year will be considered non-responsive.
14. In no circumstances, the Firm shall appoint any Sub-Contractor or Sub-Lease the Contract. If it is found that the Contractor has violated these conditions, the Order will be terminated forthwith without any Notice and Performance Security Deposit will be forfeited.
15. The contractor shall be provided weight slip(s) of the waste paper collected from the Secretariat.
16. If the waste generation is more than the estimated waste i.e. 1,00,000 kg, the Contractor will deposit the additional amount as per the requirement.
17. The weight of the waste material will be measured before a Committee duly constituted for the purpose and thereafter it will be provided to the Contractor for disposal. For the purpose of weight measurement, the weighing scale owned by the Lok Sabha Secretariat or any other mechanism approved by the Secretariat will only be considered. The decision of the Secretariat with regard to the procedure to be followed for weight measurement will be final and bound.
18. **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.

19. **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 market 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.

20. **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.

21. Penalty

- (a) 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 falling to comply with any of the Terms & Conditions of the office contract or 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 the Lok Sabha Secretariat due to his/her actions and/or omissions. The decision of the competent authority shall be final and binding upon the contractor.

22. 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 her/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 her/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.

23. 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.

24. 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 her/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.

25. That the Contractor acknowledges that she/he has fully acquainted her/him with all the Terms and Conditions and she/he shall not plead ignorance of the same.

26. IN WITNESS whereof the Additional 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.

Signature of the Authorized
Official of the Company/Firm

Signature of the Authorized
Official of the Lok Sabha
Secretariat (LSS)

Signature:
Name :
Address :

Signature:
Name :
Address :

WITNESSES

1.

Signature:
Name :
Address :

2.

Signature:
Name :
Address :