

F.No.D-31011/11/2012-Genl.-III
Government of India
Planning Commission
General-III/Caretaker Cell

Yojana Bhawan, Sansad Marg,
New Delhi, the 3rd September 2012

Tender Notice

Subject: Invitation for tenders in respect of Contract for lifting of all types of waste papers from the Planning Commission Yojana Bhawan and EAC to PM, Vigyan Bhawan.

Sealed tenders are invited in respect of Contract for lifting of all types of waste papers from the Planning Commission Yojana Bhawan and EAC to PM, Vigyan Bhawan. The Contract is initially for a period of one year and may be extended on quarterly, half yearly or annual basis for a maximum period of two years.

2. Instruction to bidders, Eligibility criteria, Period of Contract, Earnest Money Deposit, Bid evaluation Criteria, Specific Terms & Conditions and General Terms & Conditions are given in **Annexure-I**. Format for submission of the quotations/financial bid is as per **Annexure-II**.

3. The Planning Commission reserves the right to cancel the tender at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender Documents without assigning any reason, thereof. Any inquiry after submission of the quotation shall not be entertained.

4. Bidders are required to submit the documents in support of eligibility criteria (given in Annexure-I) and Annexure-II. Each page of Annexure-I is to be signed by the bidder to indicate as having understood and agreed with the Terms & Conditions and other information given in the Annexure-I.

5. Bids without requisite documents will be summarily rejected. Complete tender document may be downloaded from the website of Central Public Procurement Portal (<https://eprocure.gov.in/epublish/app>) or website of the Planning Commission (<http://planningcommission.nic.in>).

6. Quotation in the prescribed format in the **Annexure-II** are to be put in sealed cover superscribed with, "**Disposal of Waste Papers**" and dropped in the **Tender Box** kept in the Reception office of Yojana Bhawan during 1000 Hrs. to 1500 Hrs. from 20th September 2012 to 26th September 2012. Received tenders will be opened at 1530 Hrs. on 26th September 2012 in room no. 344 Yojana Bhawan, New Delhi in the presence of such bidders, who may wish to be present at the time of tender opening.

7. Information on any issue of corrigendum related to this tender will be issued only on website/s mentioned in Para.5.above.

J. Sriram Murty

(J. Sriram Murty)
Under Secretary to the Govt. India
Ph. 23042500

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TERMS AND CONDITIONS OF THE CONTRACT

A. Instructions to Bidders:

1. Tender received after specific date and time will not be accepted. The tenders not accompanied by Earnest Money Deposit (EMD) will be rejected. The EMD of all the unsuccessful bidders will be refunded after finalization of the Contract. No interest will be payable on the EMD.
2. If any bidder withdraws his bid, the EMD will be forfeited.
3. The bidders are advised in their own interest to fill the details in Annexure-II. Any **overwriting** in Annexure-II is **not allowed**, if found, the bid will be summarily rejected.
4. Bidder are required to submit documents in support of their eligibility *criteria*

B. Eligibility Criteria:

5. The Registered Office or Branch Office of the bidder Company/Firm/Agency should be located in Delhi/NCR Region. The bidder should submit proof of its office address along with telephone number and also copy of the Registration showing the Registration number.
6. The bidder Company/Firm/Agency should have PAN Card. Self attested copy of PAN Card should be submitted with the tender.
7. The bidder should submit proof of having godown either owned or rented, along with the tender.
8. The bidder Company/Firm/Agency must have a minimum experience of three years to Central Government Ministry/Department/Public Sector Undertaking/ Public Sector Banks in this field. Proof of the experience certificate (during the period 2007-2012) is also to be submitted with the tender document.
9. The bidder Company/Firm/Agency should submit a duly signed certificate along with the bid indicating that they have carefully read the terms and conditions of the tender and have accepted all the provision of the tender.
10. The bidder Company/Firm/Agency should submit an undertaking that the bidder Company/Firm/Agency has not been blacklisted by any Ministry/ Department/Organization of the Central Government/State Government any Public Sector Undertaking.
11. The Company/Firm/Agency whose services were terminated by the Planning Commission before the expiry of the contract are not eligible to participate in bid for a period of 3 years from the date of termination of the contract. Firm has to submit an undertaking in this regard.

C. Period of Contract

12. The contract for lifting of all types of waste papers from the Planning Commission Yojana Bhawan and EAC to PM, Vigyan Bhawan, will be for a period of one year from the date of award of the contract. The contract may be extended on the same terms and conditions and on prevailing market rates for a further specific period on quarterly/half yearly/annual basis, upto a maximum period of two years subject to satisfactory services.

D. Earnest Money Deposit (EMD):

13. The tender must be accompanied by an Account Payee Demand Draft/ Pay Order/Banker Cheque amounting ₹ 40,000/- (Rupees forty thousand only) as Earnest Money Deposit (EMD) drawn in favor of Pay & Accounts Officer, Planning Commission and payable at New Delhi. Account Payee Demand Draft/ Pay Order/Banker Cheque drawn in favour of any officer other than Pay & Accounts Officer, Planning Commission, New Delhi will not be accepted and the tender would be rejected.

E. Bid Evaluation Criteria:

14. The bid shall be opened on the scheduled date & time (1530 Hrs. on 26th September 2012) in Room No.344 of Yojana Bhawan, Planning Commission, New Delhi-110001, in presence of the representatives of the bidder Company/Firm/Agency, if any, who wish to be present at the time of opening the tender.
15. The H-1 bidder will be selected on the basis of highest rate quoted in **Annexure-II**.

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16. The successful bidder has to furnish a Performance Security Deposit (PSD) of 10 % of the Annual Contract Value in the form of a Account Payee Demand Draft /Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency and hypothecated to the Pay & Accounts Officer, Planning Commission or a Bank Guarantee from a commercial bank covering the period of the contract, within 10 days from the date of receipt of the letter for award of the Contract. The PSD should remain valid for a period of sixty days beyond the date of cession of the contract for initial period of the contract of one year and completion of all the contractual obligations of the Company/Firm/Agency. In case the contract is extended beyond initial period the PMD will have to be renewed accordingly by the successful bidder.

17. In the event of failure to accept the offer of Contract by the successful bidder and non-submission of the PSD by the successful bidder for any reason/s whatsoever, the EMD submitted by the Company/Firm/Agency at the time of submission of the tender, shall be forfeited.

F. Specific Terms & Conditions:

18. Contract for removal of waste paper, office sweepings, old newspapers, magazines etc. would be awarded for a period of one year from the date of award of the contract. If the rate quoted by the firm is accepted by this Commission, the Successful bidder will have to deposit an amount equivalent to one twelfth of such lump sum amount, every month with the cashier of this Commission, in advance, in the first week of the every month, and cash receipt there of, should be given to SO (G-III) / Caretaker.

19. The waste paper must be removed from the Yojana Bhavan on daily basis on working days during normal working hours.

20. Arrangements for transport to carry the waste paper out from Yojana Bhavan/EAC to PM Vigyan Bhawan will be made by successful bidder firm at their own cost Planning Commission will have no liability on this count.

21. The successful bidder shall take delivery of and dispose/lift all kinds of waste paper from the premises of the Planning Commission Yojana bhawan & EAC to PM, Vigyan Bhawan at least once or as and when asked by the Planning Commission on any working day including Saturdays between 1000 Hrs. to 1800 Hrs., so that no accumulation remains to be collected at the end of the week.

22. Failure to lift/dispose the above items will be treated as breach of contract and it will be open to the Competent Authority in Planning Commission to cancel the contract at any time without giving any prior notice. The loss, if any suffered will be recovered out of the PSD.

23. In case of failure to comply with Para. 21 above an amount of ₹.1000/- will be charged from the successful bidder as *Demurrage Charge* for the week. The successful bidder can lift the accumulation during the next week only after paying the *Demurrage Charge*. In the event of default the successful bidder firm shall not be entitled to any rebate in the event of the unlifted accumulation gets wet/destroyed by rain etc. Also, the Planning Commission shall have right to clear the accumulation away from the premises of the Yojana Bhawan at the risk/cost of the successful bidder.

H. General Terms & Conditions:

24. Successful bidder should submit Police Verification Report in respect of the persons representing the firm for allowing them to enter into Yojana Bhawan for lifting of the waste paper.

25. Details of the vehicle and name of the driver along with a copy of Police Verification Report should be submitted for allowing entry of the vehicle into yojana Bhawan for lifting of the waste paper.

26. Canvassing in any form is strictly prohibited and bid of the Firm/Agency who resorts to canvassing will be summarily rejected.

27. Any overwriting in the rates quoted in Annexure-II is not allowed. All alterations in the rates should be signed in full in ink otherwise the tender will be summarily rejected.

28. The Competent Authority in the Planning Commission shall have the right not to utilize the services or terminate the contract at any time without giving any prior notice.

J. Srinivasulu

29. The Security deposit will be liable to be forfeited if during the period of the contract the services are found to be unsatisfactory. In this regard, the decision of the Competent Authority of Planning Commission shall be final and binding on the contract.

30. This Commission reserves the right to extend the duration of the contract beyond the expiry of the contract period at the same or additional terms and conditions, from time to time for a maximum period of two years on Quarterly/Half yearly/annual basis.

31. Any controversy of dispute arising out of this contract shall be referred to the sole arbitration of the Head of the Department, Planning Commission, New Delhi, or any other officer nominated by him. There shall be no bar to the reference of the dispute to the arbitrator or such an officer appointed by the Head of the Department Planning Commission, New Delhi, who might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred to earlier, is transferred or vacates office or is unable to act for any reason/s, the head of the Department shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. No person other than appointed by the head of the Department shall act as arbitrator. Decision of the Head of the Department or the person nominated by him shall be final binding on the party/parties. The limitation for filing claim for arbitration is 90 days from the expiry of the contract and in case no claim is filed within this period, it shall be presumed that there is no claim.

32. Subject to above, the provision of the Arbitration Act, 1996 or any other statutory modification on enactment thereof and the rules made there under and for the time being in force, shall apply to arbitration proceeding under this clause.

33. Any notice/direction/s given to the Service Provider Firm under the Terms & Conditions of the Contract shall be considered duly served if the same has been delivered to, left for or dispatched by speed post at his last known address. Also, any notice/reply/bill to be given to the Planning Commission by the Service Provider Firm shall be considered duly served if the same has been delivered to, left for or dispatched by speed post at the last known address. Any document so posted shall be prima facie proof of service at the expiration of the time in which it reaches in the ordinary course of post.

J. Srinamurthy

TENDER FOR LIFTING OF ALL TYPES OF WASTE PAPERS FROM THE PLANNING COMMISSION,
YOJANA BHAWAN & EAC TO PM VIGYAN BHAWAN

FINANCIAL BID

I/We tender/quote sum of ₹ _____ (Rupees _____ only)
per annum for lifting/disposal of all types of Waste Paper from the Planning Commission Yojana Bhawan &
EAC to PM Vigyan Bhawan.

Date:
Place:

Signature of the Proprietor
Stamp of the Firm

J. Srinivasulu