

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124**

Tender No.46/GS/57-2015

Dated : 15.02.2017

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites sealed quotations for disposal of mixed waste papers, unserviceable publications, office sweepings, old newspapers and magazines etc. on annual contract basis as per the details and terms and conditions as detailed in Annexure-I, Quote your prices (Annexure-II) and Tender Application Form (Annexure-III).

Sealed quotations duly filled in the specified proforma addressed to the Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 must reach latest by 11.00 am on 10.03.2017. The sealed quotations, superscribed as 'QUOTATIONS FOR DISPOSAL OF WASTE PAPERS', should be delivered in the GS Section of this office by the stipulated date and time. Specified proforma alongwith all terms and conditions may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi on any working day between 4.00 pm to 5.00 pm. These are also available on website <http://saiindia.gov.in>. The Bids shall be opened in Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on 10.03.2016 at 3.00 pm by the Committee authorized by this office and in the presence of such bidders who may wish to be present. The Competent Authority reserves the rights to reject any or all the quotations without assigning any reason.

**(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)**

Encl:

1. Annexure-I (General Terms and Conditions)
2. Annexure-II (Quote your prices)
3. Annexure-III (Tender Application Form)

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ANNEXURE –I

GENERAL TERMS AND CONDITIONS

1. The office of the Comptroller and Auditor General of India shall award the annual tender/contract for disposal of mixed waste papers, torn papers, unserviceable publications, office sweepings, old newspapers and magazines etc., of its **two buildings at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi and at 10 Bahadur Shah Zafar Marg, New Delhi, initial for a period of one year.**
2. **Earnest Money:** Earnest Money of Rs.25,000/- (Rupees twenty five thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank must be deposited by bidders alongwith their duly filled up tender contract form. The validity of the Bank Guarantee / Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Pr.Accountant General (Audit), Delhi and payable at New Delhi.**
- 2.1 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 2.2 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions of this tender contract form. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, or imposes any additional conditions, the aforesaid bank guarantee shall be forfeited to the Government.
- 2.3 The bids without accompanying Earnest Money shall be summarily rejected.
- 2.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 2.5 In case of bidders whose quotations are not considered for selection, the Bid Security (EMD) will be returned within one Month of the decision along with endorsement for payment to the bidders. In case of bidders whose tender is accepted for placing the order, the Bid Security will be replaced by the performance Security deposited.
- 2.6 The Bid Security (Earnest Money)/Performance security may be forfeited in the following or either cases:
 - a) If a Bidder withdraws his bid during the period of bid validity;
 - b) In the case of the finally selected Bidder, if the Bidder fails:
 - i) To furnish Contract Performance Security in accordance with tender/work order;
or
 - ii) If at any stage any of the information/ declaration is found false.
 - iii) In case of failure by the supplier to execute the contract as per the terms and conditions and to the full satisfaction of the **competent authority of this office**, the security deposited by the firm shall be forfeited and action for debarring / blacklisting shall be initiated.

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- 2.7 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and furnishing the Contract Performance Bank Guarantee.
- 2.8 The EMD to the unsuccessful bidders shall be returned within 15 days from the date of opening of the bids.
- 2.9 No interest shall be payable on EMD.
3. **Preparation and submission of Bids:**
The bids should be submitted in the integrated manner i.e. one single bid in an envelope superscribing 'QUOTATIONS FOR ANNUAL CONTRACT FOR NEWSPAPERS, RADDI, TORN PAPERS ETC., quoting the prices in the specified proforma (Annexure-II) alongwith Earnest Money Deposit supported by all other information as asked for in Annexure-III and herein the tender contract form.
- 3.1 Each paper of this bidding document (07 pages) should be signed and stamped by the bidder and kept alongwith the bids in the same envelope (Annexure-I and Annexure-II)
4. **Validity of the Bids:**
The bids shall be valid for a period of 180 days from the date of opening of the bids.
5. **Opening of bids:**
The bidder is at liberty either himself or authorize, not more than one representative to be present at the opening of the bids. The representative attending the opening of the bids on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification.
6. **Criterion for Evaluation of bids:** The Bids shall be opened by a committee authorized by the competent authority at **3.00 p.m. on 10.03.2017** in the Committee Room, in the presence of such bidders who may wish to be present.
7. **Right of Acceptance:** The Office of the Comptroller and Auditor General of India reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the HIGHEST or any specific bids. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.
- 7.1 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 7.2 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

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- 7.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
8. **Determination of Successful Bidder:** The successful bidder shall be determined based on the highest prices quoted by the bidders in their category. Successful bidders will be informed of the acceptance of their bids.
9. **Performance / Security Deposit :** The successful bidder shall furnish Bank Guarantee / performance guarantee of Rs.25,000/- (Rupees twenty five thousand only), in the form of Bank Guarantee form from an Indian Nationalised Bank within 10 days from the receipt of Work order. This amount is exclusive and independent of the EMD.
10. **The Bank Guarantee of the successful bidder/ Contractor can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India and the successful bidder / Contractor is liable to be blacklisted in the event of any breach or negligence or non-observance of any terms/condition of the tender document / Contract or for unsatisfactory performance, or for non-execution of work in accordance with the instructions of this office or as per the Contract or for non-acceptance of the work order.**
11. **Disclaimer:** The near relatives of employees of the Office of the Comptroller and Auditor General of India are prohibited from participation in this bid. The near relatives for this purpose are defined as:
- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
12. **Breach of Contract:**
- In case of breach of any of terms and conditions of the Contract/ or otherwise as deemed fit by this office, the Competent Authority of the office of the Comptroller and Auditor General of India shall have the right to cancel the Contract without assigning any reason thereof and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and the Contractor / successful bidder is liable to be blacklisted and further the office of the Comptroller and Auditor General of India shall be at liberty to place the work order to next higher

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bidder / alternate bidder, as may be deemed fit.

13. **Sub-letting of Work:** The contractor shall not sublet, transfer or assign the contract or any other part thereof without prior written permission of the competent authority of the office of the Comptroller and Auditor General of India. In the event of the contractor contravening this condition, competent authority shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the office of the Comptroller and Auditor General of India may sustain in consequence or arising out of such replacing of the contract.
14. **Contractual obligations on the part of Contractor:**
- (i) The Contractor shall ensure that exact weightment is done in respect of all items to be disposed off (such as old newspapers, magazines and other unserviceable items / publications, torn papers etc.) in this office premises and a report of the weightment is signed by the Caretaker and countersigned by AAO and SAO incharge.
 - (ii) The Contractor shall provide sufficient gunny bags for filling of waster papers / mixed raddi, consisting of office sweepings.
 - (iii) The Contractor shall ensure that the Daily Sweepings **should be filled in their gunny bags on every working day and are lifted from the office on a daily basis (except Saturday / Sunday and other closed holidays).**
 - (iv) The Contractor shall be present for whenever called upon by this office to do so in order to take the old newspapers / magazines / torn papers / iron and other items as per the tender document. The Contractor shall also ensure that that weighing of the items is done in the presence of the Caretaker / other authorized person of the office. The Contractor shall bring his own weighing machine for the purpose of weighing items of this office.
 - (v) No sorting out of items such as files, boards, waste papers, carbon etc. shall be allowed inside the office premises.
 - (vi) No assistance shall be provided by the office to the Contractor in executing the obligations as per the Contract and no expenses / claim of the Contractor in this regard shall be entertained, whatsoever.
 - (vii) The contract shall be valid initially for a period of one year from the date of acceptance / issue of Work order, which can be extended subsequently subject to satisfactory services at the empanelled rates and on the same terms and conditions. The Contract total term of the contract, in any case shall not exceed beyond three years period. However, the competent authority of this office reserves the right to rescind the Contract any time without assigning any reason.
 - (viii) No price variation shall be entertained during the currency of the contract.
 - (ix) The Contractor shall be required to deposit the Cash amount on account of taking mixed waste papers, unserviceable publications, office sweepings, old

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- newspapers and magazines, torn papers, office sweepings as per the terms and conditions of the contract immediately after taking the items from this office. The failure to comply the terms and conditions and instruction shall be treated as the breach of the Contract and the Competent Authority of the office of the Comptroller and Auditor General of India shall have the right to cancel the Contract without assigning any reason thereof and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and the Contractor is liable to be blacklisted.
- (x) The office shall have the option to get the weightment of the disposable items from any alternate source, if required. In case of discrepancies, the Contractor shall be held responsible for such discrepancies and the Contract is liable to be terminated at the cost and risk of the Contractor.
15. Arbitration : In the event of any dispute or differences between the Contractor and the Office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to the construction of the terms and condition or the respective rights and liabilities of the parties hereto thereunder or any matter or thing out of or in relation to or in connection with these terms and conditions then the decision of the competent authority of the office of the Comptroller and Auditor General of India shall be final and binding on both the parties.
16. The Contract shall be subject to the jurisdiction of competent courts of laws at Delhi / New Delhi.

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

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ANNEXURE-II

QUOTE YOUR PRICES

Sl. No	Particulars	Unit	Quoted Prices (Rs.)
1.	Daily Sweepings alongwith Torn Papers (dustbin sweepings consisting of file boards, file covers etc., including torn paper)	Lumpsum/ Per Month	
2.	Old Newspapers raddi	Per Kg.	
3.	Old Magazines / Books	Per Kg.	

Note :

1. The Bidder shall quote lumpsum prices per month for Sl. No.1
2. For all other categories, the Bidder shall quote per Kg. prices
3. The prices should be free from over-writing/corrections etc. failing which the bids shall be summarily rejected.

Date :

(SIGNATURE OF BIDDER)

Place:

(OFFICIAL SEAL)
FULL NAME & DESIGNATION

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ANNEXURE-III

TENDER APPLICATION FORM

1.	Name of the Bidder	
2.	Full Postal Address	
3.	Telephone Nos./ Mobile Nos/ Fax Nos.	
4.	E-mail	
5	PAN Account No. (copy should be attached)	
6	EMD Demand Draft No. and Date	
	Issuing Bank Details	
	Amount	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and condition mentioned in the tender contract form and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the highest quoted for any other institution in India.
4. I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit by me/us or blacklist me/us if any delay occur on my/agent's part or fail to abide by the terms and conditions of the tender document / work order
5. I hereby undertake to execute the work as per direction given in the tender document/work order and shall abide by all the terms and conditions.

(Signature of the Bidder)

Date :-

Place:-

Designation :
(Office seal of the Bidder)