

**GOVERNMENT OF INDIA PRESS,**

**NILOKHERI, HARYANA-132117**

No.: D-11023/2/2017-18/ST/

Dated: 06/07/2018

**CPP Portal Tender ID No. 2018 DoPTG 357435 1**

**e-Tender Notice**

**Subject: Invitation of e-Tender for Sale/Disposal of Used Lead Metal/Metal Dross from the premises of Govt. of India Press, Nilokheri, Haryana-132117.**

The Manager, Government of India Press, Nilokheri, Haryana-132117 for and on behalf of the President of India invites e-Tenders for disposal of Used Lead Metal/Metal Dross lying in this Press as detailed below: -

S. No.	Brief description of stores for sale/disposal	Basis of Disposal	Last date for online submission of tender	Date and time for opening of tenders	Earnest Money Deposit
1.	Lot No. I (Annexure IV) and Lot No. II (Annexure V) which may increase or decrease	<b>AS IS WHERE IS BASIS</b>	<b>26/07/2018 6:00 P.M.</b>	<b>30/07/2018 12:00 Noon</b>	<b>Rs. 1,15,000/-</b>

Tender Documents can be downloaded from the website <http://eprocure.gov.in> and is also available on the website of Directorate of Printing, New Delhi ([www.dop.nic.in](http://www.dop.nic.in)).

The interested firms shall have to submit the tenders online at <http://eprocure.gov.in> under Two bid system in the prescribed proforma. **Tenders are to be submitted only online through e-Procurement portal <http://eprocure.gov.in>.** All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tenders sent by any other mode will not be accepted. The interested firms can inspect the used aluminium plates for disposal at Government of India Press, Nilokheri, Haryana-132117 on any working day from 09/07/2018 to 25/07/2018 between 10:30 AM to 04:30 PM except Saturday, Sunday, and Holidays.

Sd/-

(S.R. BODRA)

Manager

Govt. Of India Press

Nilokheri, Haryana-132117

**SCOPE OF WORK, ELIGIBILITY CRITERIA AND TERMS & CONDITIONS**

**1. Scope of Work:**

Disposal of Used Scrap Metal on “as is where is basis” from the premises of the Government of India Press, Nilokheri.Haryana-132117 as per Annexure – IV to V.

**2. Eligibility Criteria of Technical Bid:**

**All the following documents of Technical Bid should be submitted electronically in PDF format and in the Envelope of Technical bid physically.**

- (a) The firm should have at least 3 (Three) years of experience in the field of lifting and disposal of Used Lead Metal/Metal Dross /similar work (Documental support).
- (b) The turnover of the firm should not be less than Rupees Twenty-Five Lakh per annum of last three years.
- (c) Firm should submit Client List of major transaction/work order of similar nature of any government department/autonomous bodies/corporates or PSU during last three years.
- (d) Photocopy of Income Tax Return of last three years duly self-attested.
- (e) The tender should be accompanied by EMD of Rs. 1,15,000/- for the said material. The EMD must be in form of Demand Draft/Bankers Cheque or FDR drawn in favour of the **Pay & Accounts Officer (Ptg.), Ministry of Housing and Urban Affairs, New Delhi** payable at **New Delhi**.
- (f) Self-attested undertaking that the firm has not been black listed by any Government organization, undertaking etc. and no Police/Criminal case registered against the firm for any kind of violation of rule/law. (**Annexure-VI**) (The firms black listed by any of the Government Department will not be considered in the tendering process.)
- (g) Copy of PAN and GST No., either in the name of the proprietor/ owner/ firm/ company.
- (h) **Firm who are having Hazardous waste handling certificate from the Ministry of Environment and Forest or from State Pollution Control Board can only participate in this tender. A Copy of valid certificate issued from the appropriate authority must be attached.**

All documents are required to be uploaded along with the Technical Bid on the CPP Portal. The document to be uploaded should be clearly visible. In case the uploaded documents are not readable; the tender cannot be examined, and the bid can be rejected, thereby rejecting the tender of that firm.

**3. Bid Evaluation Criteria:**

- (a) **The opening online technical bid and tender box kept in the Office of the Manager/OIC/Occupier of press, Government of India Press, Nilokheri, Haryana-132117 at 12:00 Noon on 30/07/2018 by the authorized Officers,** in the office of the Manager/OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana-132117 in the presence of bidders or their duly authorised representative (if present) and further examined. The date of opening of financial bid of technically qualified bidders will be intimated later on CPP Portal only.

The Bidder shall submit the financial bid in the prescribed format enclosed as **Annexure II** of the tender documents. The bidders are advised to quote their rates as per physical inspection of the said materials lying in the Press. **The H-1 (Highest one) firm will be decided based on quoted rates for Lot No. - I and Lot No.-II separately.**

**4. TERMS & CONDITIONS**

- (a) Tender submitted without EMD and not in desired shape are liable to be rejected.
- (b) Only one tender shall be accepted from a tenderer.
- (c) Materials to be sold on **“As is where is Basis”**.
- (d) For Hazardous items requiring Pollution Control Board (PCB) Registration Certificate from State or Central Govt. Or both (as the case may be), if the tenderer has/had a valid Certificate which expired 30 (Thirty) days before the date of opening of tender, tenderer must submit along with the tender a copy of the expired certificate and a copy of application to the concerned statutory authority for extension with a proof of submission of such application. Further tenderer must submit copy of valid certificate within 15(fifteen) days from the date of opening of the tender failing which his tender bid will be treated as invalid. Such certificate must remain valid /extended till his period of processing of material after delivery. It will be deemed that the tenderer have read and understood and undertake to abide by a;; the provisions of the Hazardous Wastes(Management & Handling )Rules,1989 and subsequent amendments issued by the statutory authorities, and particularly item No. 20 of Hazardous Waste (M&H)Amendment rules,2003.
- (e) Goods and Services Tax (GST) as applicable on the date of Invoice will be payable by the purchaser as per Govt. orders. Rate of material and GST charges must be quoted separately.
5. The tenderers should thoroughly satisfy themselves about the conditions, and quality of the material. Govt. of India Press, Nilokheri, Haryana -132117 gives no guarantee or warrantee of the materials or its quality and its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality and conditions for use shall be entertained by Manager/OIC/Occupier of press , Govt. of India Press, Nilokheri, Haryana-132117.

6. **Sale Order:** The contract shall be treated as having been entered into as soon as a letter of acceptance by the tenderer, sale order is issued by the press to the successful tenderer. The period of contract shall be of 30 (Thirty) days from the date of last delivery order by the press against the full payment paid by the party. The contract shall be deemed to be completed as soon as the area is cleared by the buyer of the entire materials allotted or on completion of the period of contract as mentioned above, whichever is the earliest.
7. **Inspection of material kept for disposal lying in the Press premises:** All the bidders are advised to make their own assessment in respect of Material i. e. Used Lead Metal/Metal Dross as well as their quality. The weight given is indicative and not actual. No claim shall be entertained in lieu of difference in weight, if any.
8. **Delivery and Removal of Materials:**
  - (a) **Delivery Period:** The successful tenderers shall lift the entire material awarded to them by deploying their own labour & machines at their own cost from the place where materials are lying within 30 days from the date of issue of work order (including date of issue) by the press or within such time as may be prescribed in the work order.
  - (b) The buyer is to ensure that the vehicles deputed for disposal should report for loading during 10:00 a.m. to 04:00 p.m. in such a manner that requisite time is available for loading and vehicles are released before the closing of the working hours of the press. No loading shall be permitted beyond working hours. No vehicle shall be permitted to be parked inside the press except during the time of loading.
  - (c) If the original buyer wishes to take the delivery of goods purchased through a representative, he must authorize him by a letter of authority which shall be presented to the office. Such officer may in his entire discretion decline to act on any such authority and it shall be in all cases for the buyer to satisfy such officer that the authority is genuine. Delivery by proxy/representative shall be at purchaser's sole responsibility and no claim shall lie against the Govt. of India Press, Nilokheri, Haryana-132117 on any account whatsoever if delivery is effected to a wrong person.
  - (d) The material will have to be removed on "**As is where is and Clean Sweep Basis**" at the buyer's own cost and expenses.
  - (e) No extension of time limit stipulated in condition will be granted under normal circumstances. However, if the purchaser desires an extension due to unavoidable circumstances in the execution of acceptance order, he shall apply in writing within a period of five days of the date of such circumstances to Manager/OIC/Occupier of press, Govt. of India Press, Nilokheri, Haryana and if in his opinion (which shall be final) is satisfied about the reasonableness of the grounds may grant any such extension of time as may be necessary, proper, and binding on the purchaser.
  - (f) Lifting and transportation of the material shall be the responsibility of the buyer at his own cost and risk, taking all safety precautions.

- (g) The buyer will arrange to remove the materials sold to them and clear the site within the stipulated period mentioned in Work Order. If the items/materials are not disposed of within the time and date given in the acceptance order issued, Govt. of India Press, Nilokheri, Haryana may resell the items at the buyer's risk and cost. The decision of the Manager/OIC/Occupier of press, Govt. of India Press, Nilokheri, Haryana shall be final. The buyer shall also be liable to pay penal charges at the rate of 1% of cost of tendered amount per day to Govt. of India Press, Nilokheri, Haryana on the quoted value for the remaining items etc. lying in press premises uncleared.
- (h) Manager/OIC/Occupier of the press or its authorized representatives shall have the right to stop lifting and loading of the material if they feel that the buyer or his representative are not following the instructions given to them or the job is not carried out in accordance with the provisions of contract.
- (i) Lifting/removal of materials on 'pick & choose' basis shall not be allowed.
- (j) Lifting, removal and transportation materials shall be done only during general shift hours of the factory i.e. 9:30 AM to 5:00 PM between all working days except Saturday, Sunday, and Holidays. Similarly, no man power will be allowed to stay back after 5:00 PM.
- (k) The buyer shall not be allowed to store the material on the road sides which may block on the road or cause inconveniences to the working of the factory.
- (l) The time schedule and sequence of the lifting and removal of material will be prepared by the Manager/OIC/Occupier of the press and the buyer shall have to strictly adhere to it.
- (m) The buyer shall not be entitled to resale the said material /items out of the goods sold to him by Manager/OIC/Occupier of press of the press while these goods are still lying within the premises of owner. No delivery of material would be affected by Manager/ OIC/Occupier of the press to any persons other than the buyer or his authorized representative.

**9. EARNEST MONEY:**

The tender should be accompanied by EMD of Rs.1,15,000/- for Lot No.-I and Lot No.-II. The EMD must be in form of Demand Draft/FDR/Bank Guarantee in favour of the **'Pay and Accounts Officer (Ptg.), Ministry of Housing and Urban Affairs, New Delhi**, payable at **New Delhi**.

The scanned copy of the Earnest Money Deposit (EMD) must be uploaded with the Tender and original of the same to be submitted in a sealed envelope super scribed with the words **"e-Tender for Sale/Disposal of Used Lead Metal/Metal Dross- As Is Where Is Basis"** has to be dropped in the tender box kept in the Office of the Manager, Government of India Press, Nilokheri, Haryana-132117 latest by 30/07/2018 at 09:00 A.M.

The earnest money is liable to be forfeited in the event of the tenderer rescinding from his offer or modifying the terms and conditions thereof in a manner not acceptable to the Govt. of India Press, Nilokheri, Haryana.

**10. PERFORMANCE SECURITY DEPOSIT:**

The successful bidder is required to furnish a Security Deposit of 10% of the total value of awarded Tender in the form of DD/FDR/Bank Guarantee from any Nationalized/Commercial Bank in favour of '**Pay and Accounts Officer (Ptg.), Ministry of Housing and Urban Affairs, New Delhi**', payable at New Delhi within seven days after receipt of letter of acceptance. EMD of successful bidder will be returned /released on submission of Security Deposit. The security deposit shall be discharged/returned on successful completion of lifting of materials i.e. Used Lead Metal/Metal Dross and will remain with us beyond 60 (sixty) days of completion of lifting of the same.

**11. PAYMENTS:**

In the event of failure to deposit the payment within 15 days the Govt. of India Press, Nilokheri, Haryana shall have the option to forfeit the earnest money deposit/security deposit and to recover the losses suffered by Govt. of India Press, Nilokheri, Haryana as a result of such failure.

**12(a).** The quotation must be made for full quantity as mentioned in the offer sheet. Any deviation will not be accepted.

(b) At the time of delivery, the materia will be weighed in the presence of the officers deputed by the Manager/OIC/Occupier of the Press and the bidder has to pay for the actual quantity thus arrived at the rate per kilograms quoted by him along with GST as applicable.

**13. SAFETY**

(a) The buyer shall be responsible to follow safety instructions as per the safety regulations of State/Central Government and will ensure that no accident or damage to either man or machine inside the press/occupier premises takes place and any loss/accident on this score will be dealt with in accordance with the factory rules and buyer shall be responsible for the same.

(b) Any loss/damage caused to the property of the press/occupier has to be made good by the buyer as per the assessment of the Committee constituted by the Manager/OIC/Occupier of the press management only whose decision shall be final and binding on the buyer.

(c) All arrangements of Lifting, removal, loading and transportation of the sold material have to be made by the buyer himself.

(e) In case of any accidents resulting in the partial or full disablement or death of workers employed on Lifting, the successful purchaser will have to pay necessary compensation under workmen's compensation act.

(f) The purchaser will be governed by the Labourer's Regulations including workmen's compensation act in force.

**14.** The successful bidder shall have to sign an agreement for the same as per Annexure-VII and the agreement will be made on Non-Judicial stamp paper of Rs.100.

15. The foremost requirement of participation in e-tender is to have a digital signature. Instructions to the bidders to submit the bids online are also enclosed herewith as Annexure-III.

16. **General terms and conditions of the Contract:**

- (a) The time schedule is to be strictly adhered to, since this is time bound work, a serious view will be taken towards delaying removal/disposal of used lead metal/metal dross.
- (b) The rates should be quoted both in words and figures.
- (c) Firms backing out after participating in the tendering process shall be liable for debarment or black listing from Government of India Press, Nilokheri, Haryana and EMD will also be forfeited.
- (d) Conditional rates or terms attached with the rates will not be accepted and all such rates will be rejected out rightly.
- (e) In case of any dispute, the decision of Government of India Press, Nilokheri, Haryana will be treated as final.
- (f) The rates should be kept valid for 120 days from the date of opening of the quotations.
- (g) The firm will have to strictly follow all the Terms & Conditions mentioned in the e-Tender notice.
- (h) The Manager /OIC/Occupier of press, the Govt. of India Press, Nilokheri, Haryana reserves the right to accept or reject 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 enquiry, after submission of the bid shall not be entertained. In case of withdrawal of bid, the EMD will stand forfeited.
- (i) The rates will be accepted up to **06:00 P.M. on 26/07/2018** online and Technical bid will be opened at **12:00 Noon on 30/07/2018** in the office of the /OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana. The firms may nominate their authorized representative to be present at the time of opening of rates.
- (j) The tenders received after scheduled date and time will not be accepted.
- (k) All disputes shall be subject to jurisdiction in the court of Haryana only.
- (l) If any differences found in English and Hindi of the tender, the English version shall be treated as final.

Sd/-

(S.R. BODRA)

Manager

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**Annexure-II**

**Format of Price Bid**

**Annexure-II of the Price Bid (BOQ)**

S.No.	Description of Work	<b>PER KILOGRAM RATE to be entered by the bidder (Excluding GST)</b>	<b>GST Amount (per Kilogram) to be entered by the bidder separately</b>
1.	LOT No. I Annexure IV		
2.	LOT No. II Annexure V		

- (a) **The applicable GST amount in figure will be entered by the firm separately for Lot No. I and Lot No. II. This column should not be left empty.**
- (b) **The H-1 (Highest one) firm will be decided on the basis of quoted rates for Lot No.- I and Lot No.-II separately.**



**Instruction for Online Bid Submission:**

As per the directive of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL://eprocure.gov.in). 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 enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enrol”. Enrolment on the CPP Portal 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/TCS/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/eToken.

**SEARCHING FOR TENDER DOCUMENTS**

- 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, organization 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 organization 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 Tender' 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. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 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 documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area 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 he/she 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 and enter details of the instrument.

- 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 Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. 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 serve time (which is displayed on the bidder's 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.
- 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, 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 meetings.

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender documents 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. The contact toll free number for the helpdesk is 0120-4200462, 0120-4001002.

**GOVERNMENT OF INDIA PRESS, NILOKHERI, HARYANA**

**LIST OF USED LEAD METAL**

**LOT NO. - I**

<b>S.No.</b>	<b>DESCRIPTIONS OF USED LEAD METAL</b>	<b>WEIGHT IN KILOGRAMS (Approx.)</b>
1	Lino /Mono Metal	37,850

**TOTAL WEIGHT USED LEAD METAL IN LOT No. I - 37,850 KGs. (Approx.)**

GOVERNMENT OF INDIA PRESS, NILOKHERI, HARYANA

LIST OF USED LEAD METAL

LOT NO. - II

<b>S.No.</b>	<b>DESCRIPTIONS OF USED LEAD METAL</b>	<b>WEIGHT IN KILOGRAMS (Approx.)</b>
1	Metal Dross	242

TOTAL WEIGHT USED LEAD METAL IN LOT No. II      -242 KGs. (Approx.)

**Undertaking and papers required to be furnished by the Bidder**

I.....(The proprietor/partner/Designation of the Managerial official) of the firm M/s.....has clearly understood the terms and conditions mentioned in the deposited my Technical Bid Envelope-I as per the requirement and Financial Bid-Envelope-

II. I/We are agreed to abide by the conditions imposed by the Department.

It is also certified that my firm/company has never been black-listed or debarred from any Government organization.

I will also abide by the decision of the Department regarding the acceptance/non-acceptance of my quotation.

Name of the signatory)  
Status: Proprietor/Partner/Official  
STAMP of the Firm/Company.

AGREEMENT

THIS AGREEMENT MADE THIS <date> DAY OF <month> 2017 BETWEEN Sh. -----<Name> ----- S/o -----<Father Name>----- residing at -----<Contractor Address>----- carrying on business in the firm name and style of M/s.-----<Firm Name>-----, -----<Firm address>----- in the town of -----<City>----- <Pin Code>----- as Company/Firm/Agency thereof (hereinafter called “the Contractor” which expression shall, wherever the context so required or admits, be deemed to include his heirs, executors, administrators and legal representatives) of the one part.

AND

The President of India acting through \_\_\_\_\_, Directorate of Printing, Ministry of Housing and Urban Affairs (hereinafter referred to as “the Government” which expression shall, wherever the context so requires or admits, be deemed to include his successors assigns) of the other part.

WHEREAS the Contractor has submitted a tender to the Manager/OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana for Disposal of Used Lead Metal/Metal Dross on “**as is where is basis**” from the premises of the Government of India Press, Nilokheri, Haryana AND WHEREAS the said tender has been accepted on the terms and condition hereinafter mentioned.

Whereas the Contractor is duly authorise to execute this agreement on behalf of Partnership firm/Company by virtue of authorisation letter dated\_\_\_\_\_/resolution dated annexed with this agreement as Annexure- \_\_\_\_\_.

NOW THIS INDENTURE WITNESSETH as follows: -

1. This agreement shall remain in force from the <Day> <Month>, <Year> and up to the period of 30 days or completion of lifting of used lead Metal/Metal Dross after the full payment of quoted amount in tender.

2. **Work:**

Disposal of Used lead Metal/Metal Dross “**as is where is basis**” from the premises of the Government of India Press, Nilokheri, Haryana -132117.

3. The contractor should thoroughly satisfy themselves about the conditions and quality of the materials. Govt. of India Press, Nilokheri, Haryana gives no guarantee or warrantee of the materials or its quality and its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality and conditions for use shall be entertained by Manager/OIC/Occupier of the press, Govt. of India Press, Nilokheri, Haryana.

4. **Work Order:** The contract shall be treated as having been entered into as soon as a letter of acceptance by the contractor, work order is issued by the press to the successful tenderer. The period of contract shall be of 30 (Thirty) days from the date of last delivery order by the press against the full payment paid by the party. The contract shall be deemed to be completed as soon as the area is cleared by the buyer of the entire materials allotted or on completion of the period of contract as mentioned above, whichever is the earliest.

5. **Inspection of materials kept for disposal are lying in the Press premises:** The contractor is advised to make his own assessment in respect of Material i.e. Used lead Metal/Metal Dross as well as their weight. The weight given is indicative and not actual. No claim shall be entertained in lieu of difference in weight, if any.

6. **PERFORMANCE SECURITY DEPOSIT:**

(a) As security for the due and faithful performance by the Contractor of all his obligations under these presents the Contractor has deposited with the Manager/OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana security for the sum Rs. \_\_\_<10% of the total values>\_\_\_\_/- only (Rs. \_\_\_\_\_ only) in favour of P&AO (Ptg.), Ministry of Housing and Urban Affairs, New Delhi in the form of DD/FDR/Bank Guarantee No. \_\_\_\_\_ dt. \_\_\_\_\_ from \_\_\_\_\_ Bank, \_\_\_\_\_<Bank Address>\_\_\_\_\_.

(b) No claim shall lie-against the Government in respect of interest on security deposit or depreciation.

(c) The security deposit shall be discharged/returned after 60 days of successful completion of lifting of materials.

(d) In the event of the contractor committing a breach of any of the terms or conditions of the contract, the Manager/OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana, shall in addition to the other rights and powers be entitled from time to time to forfeit the security deposit in whole or in part. In case of such forfeit, the contractor shall forth with on demand deposit a further security deposit either for the whole amount or for the part so as to bring the security deposit to its original level.

7. **PAYMENTS:**

In the event of failure to deposit the payment within 15 days the Govt. of India Press, Nilokheri, Haryana shall have the option to forfeit the earnest money deposit/security money and also to recover the losses suffered by Govt. of India Press, Nilokheri, Haryana as a result of such failure.

Goods and Services Tax (GST) or any other tax levied by Govt. as applicable will be payable by the purchaser on the date of Invoice as per Govt. orders.

8. **Risk:** 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 Manager/OIC/Occupier of the press and Government shall not be under any liability for the safe custody or preservation thereof from that date.



9. **Delivery and Removal of Materials:**

- (a) **Delivery Period:** The contractor shall lift the entire materials awarded to them by deploying their own labour & machines at their own cost from the place where materials are lying within 30 days from the date of issue of work order (including date of issue) by the press or within such time as may be prescribed in the work order.
- (b) The contractor is to ensure that the vehicles deputed for disposal should report for loading during 10:00 a.m. to 04:00 p.m. in such a manner that requisite time is available for loading and vehicles are released before the closing of the working hours of the press. No loading shall be permitted beyond working hours. No vehicle shall be permitted to be parked inside the press except during the time of loading.
- (c) If the contractor wishes to take the delivery of goods purchased through a representative, then he must authorize representative by issuing a letter of authority which shall be presented to the office. Such officer may in his entire discretion decline to act on any such authority and it shall be in all cases for the buyer to satisfy such officer that the authority is genuine. Delivery by proxy/representative shall be at purchaser's sole responsibility and no claim shall lie against the Govt. of India Press, Nilokheri, Haryana on any account whatsoever if delivery is effected to a wrong person.
- (d) The material will have to be removed on **“As is where is and Clean Sweep Basis”** at the contractor's own cost and expenses.
- (e) No extension of time limit stipulated in condition will be granted under normal circumstances. However, if the purchaser desires an extension due to unavoidable circumstances in the execution of acceptance order, he shall apply in writing within a period of five days of the date of such circumstances to Manager/OIC/Occupier of the press, Govt. of India Press, Nilokheri, Haryana and if in his opinion (which shall be final) is satisfied about the reasonableness of the grounds may grant any such extension of time as may be necessary, proper and binding on the purchaser.
- (f) Lifting and transportation of the good shall be the responsibility of the contractor at his own cost and risk, taking all safety precautions.
- (g) The contractor will arrange to remove the materials sold to them and clear the site within the stipulated period mentioned in Work Order. If the items/materials are not disposed of within the time and date given in the acceptance order issued, Govt. of India Press, Nilokheri, Haryana may resell the items at the buyer's risk and cost. The decision of the Manager/OIC/Occupier of the press, Govt. of India Press, Nilokheri, Haryana shall be final. The contractor shall also be liable to pay penal charges at the rate of 1% of cost of tendered amount per day to Govt. of India Press, Nilokheri, Haryana on the quoted value for the remaining items etc. lying in press premises uncleared.

- (h) Manager/OIC/Occupier of the press or its authorized representatives shall have the right to stop lifting and loading of the material if they feel that the buyer or his representative are not following the instructions given to them or the job is not carried out in accordance with the provisions of contract.
- (i) Lifting/removal of materials on 'pick & choose' basis shall not be allowed.
- (j) Lifting, removal and transportation materials shall be done only during general shift hours of the factory i.e. 9:30 AM to 5:00 PM between all working days except Saturday, Sunday, and Holidays. Similarly, no man power will be allowed to stay back after 5:00 PM.
- (k) The contractor shall not be allowed to store the material on the road sides which may block traffic on the road or cause inconveniences to the working of the factory.
- (l) The time schedule and sequence of the lifting and removal of material will be prepared jointly by the Manager/ OIC/Occupier of the press and the contractor shall have to strictly adhere to it.
- (m) The contractor shall not be entitled to resale any material equipments /items out of the goods sold to him by Manager/OIC/Occupier of the press while these goods are still lying within the premises of owner. No delivery of material would be affected by Manager/ OIC/Occupier of the press to any persons other than the contractor or his authorized representative.

10. **SAFETY**

- (a) The contractor shall be responsible to follow safety instructions as per the safety regulations of State/Central Government and will ensure that no accident or damage to either man or machine inside the press/occupier premises takes place and any loss/accident on this score will be dealt with in accordance with the factory rules or as per any other rules in force during that time and the contractor shall be responsible for the same.
- (b) Any loss/damage caused to the property of the press/occupier has to be made good by the contractor as per the assessment of the Committee constituted by the Manager/OIC/Occupier of the press management only whose decision shall be final and binding on the contractor.
- (c) All arrangements of lifting, removal, loading and transportation of the sold material have to be made by the contractor himself.
- (d) In case of any accidents resulting in the partial or full disablement or death of workers employed on lifting, the contractor will have to pay necessary compensation under workmen's compensation act or any other act in force.
- (e) The contractor will be governed by the Labourer's Regulations including workmen's compensation act in force.

11. All disputes in this connection shall be subject to Haryana jurisdiction only.

12. If the contractor shall make default in payment for disposal of used lead Metal/Metal Dross under these presents or shall make default in taking delivery of and lifting of the said materials as herein provided the Manager/OIC/Occupier of the press,

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Government of India Press, Nilokheri, Haryana shall be at liberty to resell by public auction or by entering into a fresh contract for the sale/disposal of used lead Metal/Metal Dross as and when such situation arises after giving notice to the contractor. The Manager/ OIC / Occupier of the press may treat any such default as breach of contract and cancel the contract forthwith in writing to contractor and forfeit the sum of Rs. ----<security amount>----- only (Rs. ----- only) deposited as security and all in addition recover the loss occasioned by such breach. If the contractor shall commit a breach of any of the other items and conditions of this agreement the Manager/OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana shall be at liberty to cancel this agreement by notice in writing to the contractor and to recover from the Contractor any loss occasioned to Government by such breach. In addition, the contractor shall be liable to pay the godown charges leviable in accordance with clause 9(g).

13. This office, however, reserves right to terminate the contract without assigning any reason thereof at any time after giving one week notice to the selected service providing Company/Firm/Agency.

14. Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claims of the Government for the payment of a sum of money arising out of or under this contract or any other contract made by the contractor with the Government.

15. **Damage:** -The Contractor shall make good all damages which may be caused to any property of Government or any other person by any act or default of the contractor, his agents, or servants, in connection with the removal of any of the goods' provided that the Government may at their option make good such damage and charge the contractor with the expenses thereof.

16. If at any time it appears to Government that any bribe, commission or gift or advance has been given, promised or offered by or on behalf of the Contractor, his partner, agent or servant or any one on his behalf (whether with or without knowledge of the contractor to any officer, representative, servant or agent of Government in relation to the execution of this agreement, the Manager/OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana , shall take appropriate or necessary action against contractor in addition to criminal liability. The Manager/OIC/Occupier of the press may treat any such breach as default and cancel this Agreement and also liable to recover any loss resulting from any such cancellation.

17. The Manager/OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana may at any time by notice in writing summarily terminate the contract without any compensation to the contractor in any of the following events that is to say:

(i) If the contractor being an individual or if a firm, any partner in the contractor's firm, shall at any time be adjusted insolvent or shall have a receiving order of administration of his estate made against him or shall take any proceedings for liquidation or composition under

any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership Act; or

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(ii) If the contractor being company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court of debenture holders to appoint a receiver.

(iii) If the contractor commits any breach of the contract not herein specifically provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or thereafter to the Government and provided also that the contractor shall be liable to pay the Government for any extra expenditure the Government is thereby put to.

18. Subject as herein before otherwise provided all notices to be given on behalf of the Government and all other actions to be taken on behalf of Government may be given or taken on behalf of Government by the Manager/OIC/Occupier of the press, Government of India Press, Nilokheri, Haryana or any officer for the time being entrusted with the function, duties, powers of the said Manager/OIC/Occupier of the press.

19. Any notice to be given to the contractor under the terms of the contract shall be considered to be duly served and the same shall have been delivered to or left for or posted by Registered Mail to the Contractor at his last known address. Similarly, any notice to be given to the Government shall be considered as duly served if the same shall have been delivered to, left for, or posted by Registered Mail to Manager/OIC//Occupier of the press, Government of India Press, Nilokheri, Haryana or to the new address where his office is located at the time of his giving such notice.

20. Arbitration clause: All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter hereof or the respective rights, duties, or liabilities of the parties under or in respect of this agreement (Except the decision whereof is herein otherwise expressly provided for) shall be referred to the sole arbitration of arbitrator appointed by Ministry of Housing and Urban Affairs. The provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to such arbitrator to whom the dispute is originally and in the event of being transferred or vacating his office for any other reasons, his successor in office shall be deemed to have been appointed the sole arbitrator and he shall proceed with reference from stage at which it was left by his predecessor and the provision of this clause shall apply. The Arbitration will take place at Karnal(Haryana) and the language of Arbitration shall be English.

IN Witness Whereof the Contractor \_\_\_\_\_ has hereunto set his hand and Sh. \_\_\_\_\_, Manager/OIC/Occupier of the press, Govt. of India Press, Nilokheri-132117 being the authorised person for and on behalf of the President of India has hereunto set his hand.

**Contractor/First Party**

**Name & Signature with Seal**

**Manager**

**For and on behalf of  
the President of India**

**Name & Signature with Seal**

**Witnesses:**

**1.**

**2.**

**Schedule of Important Dates:**

Start date and time for view/downloading of tender document	<b>06/07/2018 (18.00 hrs.)</b>
Start date and time for online submission of bid	<b>06/07/2018 (18.00 hrs.)</b>
Last date and time for online submission of bid and submission of EMD	<b>26/07/2018 (18.00 hrs.)</b>
Date and time of opening of Technical Bid	<b>30/07/2018 (12.00 hrs.)</b>
Address for Communication	Manager, Government of India Press, Nilokheri, Haryana-132117