

**No. 38-2/2001-G.I(Pt.I)**  
**Government of India**  
**Ministry of Communications and I.T.**  
**Department of Telecommunications**  
**Sanchar Bhawan, 20, Ashoka Road, New Delhi-1**

Dated : 11. 08. 2011

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**Sub : Inviting of sealed tenders/quotations for the sale of old newspapers /magazines/ torn records and sweepings etc. of Department of Telecommunications (HQ), Sanchar Bhawan.**

Sealed tenders/quotations are invited for the sale of old newspapers/magazines/waste papers/torn records and misc. sweepings etc. of Department of Telecommunications(HQ), Sanchar Bhawan, New Delhi, on the following terms and conditions. The approved rates will remain operative during the period of contract of one year.

1. The quotation should be addressed to Under Secretary(T), Department of Telecom, Room No. 511, Sanchar Bhawan, 20, Ashoka Road, New Delhi-110001, and clearly marked "QUOTATIONS FOR THE SALE OF OLD NEWSPAPERS/MAGAZINES/WASTE PAPERS/TORN RECORDS AND SWEEPINGS ETC." and should reach him before 3:00 PM on 29.8.2011. The quotations will be opened on the same day at 3:30 PM in Room No. 511, Sanchar Bhawan, in the presence of tenderers as may be present.
2. The rates of (i) old newspapers/old magazines/torn records (ii) misc. sweepings should be quoted separately per Kg., as in Annexure-I.
3. **Earnest Money :** The quotations must be accompanied by a crossed demand draft amounting to Rs. 5,000/- (Rs. Five Thousand Only) of any nationalized bank drawn in favour of PAO, Department of Telecommunications(HQ), Sanchar Bhawan, 20, Ashoka Road, New Delhi-110001, without which no quotation will be considered. No other mode of payment will be accepted. The earnest money will be forfeited if the tenderer refuses to accept the offer. The earnest money deposited by the tenderers will be refunded after finalization of the contract. No interest will be payable on the earnest money deposit. Deposit of earnest money irrespective of whether the tenderers have any dues outstanding against the Department vis-à-vis their previous contract is an essential pre-requisite and offers will be considered invalid without earnest money.

4. **Security Deposit :** The successful tenderers will have to deposit Rs. 10,000/- (Rs. Ten Thousand Only) as security deposit with the Cashier, Department of Telecom(HQ), Sanchar Bhawan, 20, Ashoka Road, New Delhi-110001, in cash, within three working days from the date of award of contract failing which the tender will be treated as cancelled. The Department will have the right to forfeit the security deposit in the event of tenderer's failure to fulfill any of the terms and conditions mentioned in the tender or for breach on the part of the contractor of any of the terms of the contract contained in this letter. The security deposit will be returned to the contractor without any interest within 60 days after expiry of contract period.

5. **Format And Signing of Tender :**

- (a) All pages of the bid shall be signed and stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly.
- (b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person authorized for signing the bid.

6. **Opening of Bids :** The bid shall be opened in the presence of bidders or his authorized representatives. The bidder(s)/representative(s) who are present shall sign an attendance register. The authority letter (Annexure-II) to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

7. The tenderer shall submit the following alongwith the bid document :

- (i) Copy of the bid duly signed by the bidder or a person duly authorized to the bind to the contract.
- (ii) Copy of self attested PAN Card
- (iii) Annexure I duly filled indicating the rates of each item as in para 2 above.
- (iv) Earnest Money Deposit as in para 3 above.
- (v) Letter of authorization as in Annexure-II.
- (vi) Bid Form duly filled as in Annexure-III.
- (vii) Check List as in Annexure-IV.

7. **Evaluation of Tenders/Quotations :** Sealed tenders/quotations will be opened by the committee constituted in this regard by the DOT who or a separate committee may evaluate the tender and recommend the award of the contract to the bidder who has quoted highest rates without any condition/qualification. The contract may be awarded to separate bidders for each item (Annexure - I).

8. All the papers without sorting will have to be removed by the contractor on working day as and when the old newspapers/magazines/waste papers etc. are accumulated by managing his own bags and labourers at his own cost. Arrangements for transport, out of Sanchar Bhawan, will be made by the contractor at his own cost.

9. The weight will be made at the weighing machine kept in the office/dharma kanta in the presence of Under Secretary(T)/Section Officer or any official authorized by him. The bags used by the contractor will also be weighed along with the papers. The actual weight of the bags will be deducted from the total weight of the papers. This office will not be responsible for

any loss, destruction, damage or deterioration of the waste papers, newspapers, magazines and other scrap due to any cause whatsoever.

10. The cost of newspapers/magazines/waste papers and sweepings etc. at the rates quoted by you per quintal/kg. shall be deposited immediately after the weightment. The contractor shall not be competent to authorize anybody else to collect the store of the above items without the prior approval of the competent authority.

11. The submission of tender shall be taken as the explicit acceptance of all terms and conditions stipulated herein.

12. No request for change in rates once quoted/accepted will be entertained for any reason during the currency of the contract. The rates of the contract shall be firm, fixed and final and binding on both the parties.

13. Tenderer will not be allowed to withdraw his offer after opening of tenders. In case any of the tenderers withdraws the tender before stipulated period, the earnest money in full shall be forfeited.

14. Canvassing in any case or form is strictly prohibited and tender of tenderer who resorts to canvassing will be summarily rejected.

15. Erasing and overwriting in the rates quoted will render the tender void and save as above all alterations in the rates should be signed in full in ink or otherwise the quotations will not be considered.


16. The competent authority in this Department reserves the right to reject any or all the tenders without assigning any reasons thereof. The undersigned also reserves the right to issue any other condition in the public interest. The competent authority does not bind himself to accept the higher tender.

17. **Force Majeure :** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Department as to whether the contract have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option, terminate the contract.

18. **Penalty :** The contractor will be required to lift the newspapers/magazines/waste papers and sweepings etc. within three days of instruction given to him. The contractor should also not to authorize anybody else to collect the items from the dumping ground. Any deviation in this regard shall liable to forfeiture of 10% of the value of the waste material ordered to be lifted or forfeiture of his security deposit , imposition of damage and/or termination of contract for default.

19. **Arbitration :** In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the President of India or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the President of India or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the President of India, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the President of India, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is DOT Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such DOT or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

20. **Period :** The contract will be for a period of one year. However, the competent authority in this Department reserves the right to extend the contract beyond the contract period of one year at the same rates, terms and conditions with mutual consent.

  
(S.E. RIZWI)  
Under Secretary (T)  
Tel. No. 2303 6300

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**Annexure -I**

Sl. No.	Name of Item	Rate Per Kg. (In Figures)	Rate Per Kg. (In Words)
1.	Old Newspapers/Old Magazines/ Torn Records		
2.	Misc. Sweepings		

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**Annexure-II**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject : Authorisation for attending bid opening on .....(date) in the tender of.....

Following person(s) is/are hereby authorized to attend the bid opening for the tender mentioned above on behalf of .....(bidder) in order of preference given below :

Order of Preference (Name & Specimen Signature)

1.

2.

Alternate Representative

Signature of Bidder

or

officer authorized to sign the bid documents on behalf of the bidder.

Note :

1. Maximum of two representatives will be permitted to attend bid opening in case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative(s) is/are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

: 7 :

**Annexure-III  
Bid Form**

Tender No.

Dated :

(Name and address of the purchaser)

Dear Sir,

Having examined the conditions of contract receipt of which is hereby duly acknowledged, we, undersigned, offer to purchase newspapers/magazines/torn records and sweepings etc. as per conditions of the contract.

We undertake, if our bid is accepted to purchase the items specified in the contract during the contract period or any period which DOT may extend beyond contract period on the same terms and conditions.

If our bid is accepted, we will deposit with DOT the required security deposit of Rs. 10,000/- within three days from the date of award of contract.

We agree to abide by the bid for a period of 120 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until the contract is awarded and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated.....day of.....2011

Signature of in capacity of duly authorized  
To sign the bid for and on behalf of.....

Tel. No.....

Fax.....

E-mail.....

Full Address.....

Mobile No.....

Witness.....

No(s)

Signature.....

No(s)

Address :

**Annexure-IV**

Checklist and the order in which the documents are to be submitted for the bid.

Please check whether all the below mentioned documents have been supplied for participating in the tender as in para 7.

<b>Sl. No.</b>	<b>Documents</b>	<b>Please Tick (✓)</b>
1.	Copy of the bid duly signed by the bidder a person duly authorized & stamped.	
2.	Authorisation letter for attending the bid opening.	
3.	Earnest money in the form of Bank Draft for Rs. 5,000/-	
4.	Copy of self attested PAN Card	

**Bidder to ensure**

- A. That all pages have been stamped and signed by the authorized person/persons.
- B. That all the documents are legible (clearly readable).