

HIGH COURT OF BOMBAY, NAGPUR BENCH,
NAGPUR
CIVIL LINES, NAGPUR

Tender Notice N- 693/2023, Dated: 16th June, 2023

TENDER DOCUMENT

FOR

SALE OF WASTE PAPERS

Cost of the Tender Rs. 1,000/- (Non-refundable)

Date of Tender Issue	: 16th June, 2023
Last Date of submission of Tender	: 26th June, 2023 at 16.00 Hrs
Opening of Technical Offer	: 27th June, 2023 at 12.00 Hrs
Opening of Financial Offer	: 28th June, 2023 at 12.00 Hrs

HIGH COURT OF BOMBAY,

NAGPUR BENCH, NAGPUR

Civil Lines, Nagpur

TEL. NO. 0712-2561982

Web site: <https://bombayhighcourt.nic.in>

Tender Notice N- 693/2023, Dated: 16th June, 2023

TENDER NOTICE FOR SALE OF WASTE PAPERS

Sealed tenders are invited from experienced and established contractors, who possess their own godown(s) and vehicle(s) for the purchase of available Waste Papers classified in categories, viz. 'A', 'B' and 'D' as indicated below in the light of Chapter XV Rule 15.1 of the Printing and Stationery Manual. The categories are as under:-

'A' Category	All blank forms, Gazette, News-papers
'B' Category	Office files and other records
'D' Category	All other miscellaneous Sweeping, office folders and torn cartoon boxes

**A. GENERAL INSTRUCTIONS AND TERMS & CONDITIONS :-
TENDERER SHOULD SUBMIT FORM 'ANNEXURE-A & B' AND
OTHER DOCUMENTS AS BELOW.**

1. Tenderer must read the general instructions with the terms and conditions of the sale of waste papers very carefully and then submit Tender Form duly stamped and signed by self or partner given in Annexure-A & Annexure-B.
2. Self-attested copy of PAN & Aadhar Card.
3. Goods and Services Tax Registration Certificate.
4. Shop & Establishment Act or Company Registration Certificate.
5. Address Proof-Driving License/Passport/Aadhar Card copy.
6. Photocopy of Partnership Deed or Company Memorandum.
7. Tenderer should deposit Demand Draft for Tender Fee and Earnest Money Deposit (EMD).
8. Telephone/Mobile Numbers, Fax No., e-mail address.
9. Name, address and contact details.

B. TERMS & CONDITIONS

1. The Sealed tenders, complete in all respect, must be submitted in one outer envelope having two separate inner envelope, one containing '**Technical Offer**' and other containing '**Financial Offer**'. These two inner envelopes should be superscripted as "Technical Offer" and "Financial Offer" respectively. Outer envelope superscribed with '**Tender for Purchase of Waste Papers**' and the same should be submitted in the name and office of "**Registrar (Administration), High Court of Bombay, Bench at Nagpur, Civil Lines, Nagpur – 440001**", on or before 26/06/2023 by 04.00 p.m. The name and address of the tenderer should be written on the lower left corner of the envelope.
2. The prescribed Tender Forms (Annexure-A & Annexure-B) can be downloaded from the official website.
<https://bombayhighcourt.nic.in/tender.php>.
3. Tenders will be opened on the 27th June, 2023 at 1200 hrs in the Chamber of Committee, High Court of Bombay, Nagpur Bench, Civil Lines, Nagpur, in the presence of tenderer(s) or their authorized representatives, who wish to be present on this occasion.
4. If the Technical Offer is found complete in all respect, then only Financial Offer will be opened, otherwise the Financial Offer will be returned to the tenderer without opening it.
5. The waste papers shall be sold to the highest tenderer on 'As is where basis' and on a 'No complaint Basis'. The quotation of the tenderer, who offers the affordable highest price will be accepted.

6. There shall be at least three tenderers for the tender process on the Scheduled date.
7. The sorting of category-wise waste paper shall be the sole responsibility of the successful tenderer.
8. Waste papers are available for inspection on any working day between 11.00 a.m. to 03.00 p.m., prior to the last date of submission of quotations.
9. The rates should be quoted in Rupees per 100 Kg for each category and the same will be valid for the contract period for two years from the date of award of the contract or any such date decided and conveyed by the High Court of Bombay, Nagpur Bench, to the successful tenderer(s) in writing, renewable every year after observing the performance of the previous year, or such other period as may be fixed by the High Court. However, the maximum period of the contract shall not exceed three years.
10. The tender price for each category of the waste papers, clearly indicating the price per 100 Kg. The price offered by the tenderer for each categories shall be negotiable. The decision of High Court Registry in this regard shall be final and binding upon the tenderer.
11. Only tenderers who are registered with GST authority and have a valid GST registration number will be allowed to participate. The GST as applicable, at the time of the sale of waste papers, shall be sole responsibility of the successful tenderer for remitting the GST and any other statutory liability in this regard and no liability whatsoever shall be borne by the seller.
12. The tenderer shall have to pay Tender fees Rs. 1,000/- (Rupees One Thousand Only) (Non-refundable) and Earnest Money Deposit Rs. 10,000/-

(Rupees Ten Thousand only) (Refundable) by demand draft drawn in favour of '**Registrar, High Court of Bombay, at Nagpur**' payable at Nagpur. Quotation without Tender Fees and EMD shall be summarily rejected.

13. Demand draft of the EMD of the unsuccessful tenderer will be returned within seven days without interest after awarding the contract to the successful tenderer.
14. The successful tenderer will be required to keep EMD of Rs. 10,000/- with the High Court as a security deposit, refundable free of interest, on satisfactory completion of the contract within 7 days of award of the contract. The successful tenderer will also have to enter into an agreement with this High Court of Bombay, Nagpur Bench, in the form (Annexure-C) annexed with the form of tender for the due performance of his duties and functions.
15. If the successful tenderer commits a breach of any of the terms and conditions, the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur shall be at liberty, to terminate the Agreement and to forfeit the whole Security Deposit.
16. The charges for the stamp duty required for an agreement shall have to be borne by the successful tenderer.
17. For precise weighment contractor must have to use Computerised Weigh Bridge (Dharmkanta). The office shall depute a responsible officer(s)/official(s) to watch the weighment of waste papers. The contractor shall arrange a separate vehicle for the supervisory

officer(s)/official(s) to the point of Computerised Weigh Bridge (Dharmkanta).

18. The acceptance or rejection of a particular tender will entirely rest with this High Court of Bombay, Nagpur Bench, which is not bound to accept the highest tender. This High Court of Bombay, Nagpur Bench, reserves the right to reject any or all the tenders without assigning any reasons whatsoever. The decision of High Court Registry in this regard shall be final and binding upon the tenderer.
19. The successful tenderer shall bear all costs associated with the removal, cleaning & disposal of any waste materials or debris resulting from the sorting or processing of waste papers.
20. The successful tenderer shall bear the responsibility for the safe transportation of the waste papers from the High Court premises, Nagpur to weighment point and to their own godown(s) using appropriate vehicles & packaging materials.
21. The successful tenderer shall comply with all environmental regulations and guidelines relating to handling storage & disposal of waste papers as specified by the relevant authorities.
22. The undersigned reserves the right to terminate the contract with the successful tenderer in case of non compliance with the agreed terms & conditions or unsatisfactory performance.
23. Any damages caused by the workmen of the contractor to the property of the High Court in the premises should be made good at the contractor's cost.

24. The undersigned reserves all rights to adjourn or cancel or modify the terms and conditions of sale of waste papers with or without notice and will not be liable for any loss or inconvenience, caused to tenderer/contractors in this regard.
25. In the event of any dispute as regards the interpretation of any of the terms of the Agreement or as to the rights, duties or obligations of any person hereunder or as to any other matter in anywise arising out of or connected with the subject matter thereof the same shall be referred to the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur, whose decision shall be final and binding..

sd/-
(R.M. Sadrani)
Registrar(Administration)

For Details Contact:

Registrar (Administration),
High Court of Bombay,
Nagpur Bench, Civil Lines,
Nagpur
Tel. 0712 -2561982.

<https://bombayhighcourt.nic.in/tender.php>

ANNEXURE-A

**HIGH COURT OF BOMBAY,
NAGPUR BENCH, NAGPUR**

**TENDER FOR LIFTING OF WASTE PAPER
(Technical Offer)**

To,
Registrar (Administration),
High Court of Bombay,
Nagpur Bench,
Nagpur- 440 001.

Sir,

I/we hereby submit tender for the purchase of waste paper from High Court of Bombay, Nagpur Bench, Nagpur during the period specified in the under written Memorandum in accordance, in all respects, with the terms and conditions in the Memorandum of Agreement and schedules showing items thereto annexed :-

FORMAT

Quotation for the lifting of waste paper from High Court of Bombay, Nagpur Bench, Nagpur

a.	Description of job	Sorting and lifting of 'A', 'B' and 'D' categories of waste papers.
b.	Period of Contract	The contract shall be initially for a period of two years from the date of award of the contract or any such date decided and conveyed by the Registrar (Administration), High Court of Bombay, Nagpur and renewable for further a period of one year only at the sole discretion of the Registrar (Administration).
c.	Tender/Quotation fees	Rs.1,000/- (Rupees One Thousand Only) (Non-refundable) Name of the Bank _____ Demand Draft No. _____ dated _____ for Rs. _____ drawn in favour of 'Registrar (Administration), High Court Bombay, at Nagpur' and payable at Nagpur. enclosed
d.	Earnest Money	Rs. 10,000/- (Rupees Ten Thousand Only) (Refundable) Demand Draft No. _____ dated _____ for Rs. _____ drawn in favour of 'Registrar (Administration), High Court Bombay, at Nagpur' and payable at Nagpur, enclosed.

e	Name of firm/Agency	
f	Address of the firm with Telephone No./Mobile No.	
g	GST No.	
h	PAN No.	
i	Aadhar No.	
j	Place where the godown is situated	(Please furnish documentary proof on whether the godown is owned by the proprietor or on rent)
k	Name of the Proprietor (in full)	
l	Residential address of the Proprietor with Tel/Mob. Nos.	
m	Vehicle(s) registration Number (which will be carrying the waste papers)	
n	All documents are self attested	YES / NO.

UNDERTAKING

1. That on successful tender, it will be my sole responsibility to pay the GST. I will also be responsible for any other tax cess liability arising from the purchase of waste paper.

DECLARATION ON OATH

1. I/we have read and understood all the terms and conditions of the tender document.

2. I/we have taken inspection of the waste papers kept for the sale and its my sole responsibility to sort out the same in accordance with 'A' , 'B'. & 'D' categories.

3. I/We declare that, the undersigned has never blacklisted by the Central/State Government/Corporation, other Government Institutions.

4. All the information & details filled in my application are true and correct to the best of my knowledge. If found false, will be liable to disqualify from the tender process at any time.

Seal & Sign of Authorised signatory of
Company/Proprietor/Firm/Agency/Individual

ANNEXURE-B
(Financial Offer)

To,
Registrar (Administration),
High Court of Bombay,
Nagpur Bench,
Nagpur- 440 001.

Sir,

I/we hereby submit tender (Financial Offer) for the purchase of waste paper from High Court of Bombay, Nagpur Bench, Nagpur during the period specified in the under written Memorandum in accordance, in all respects, with the terms and conditions in the Memorandum of Agreement and schedules showing items thereto annexed :-

FORMAT

Quotation for the lifting of waste paper from High Court of Bombay, Nagpur Bench, Nagpur

Sr. No.	Waste paper Category	Rate (in Rupees per 100 Kg)
i	Rate quoted for 'A' category in Rs. Per 100 Kg	Rs.
ii	Rate quoted for 'B' category in Rs. Per 100 Kg	Rs.
iii	Rate quoted for 'D' category in Rs. Per 100 Kg	Rs.

UNDERTAKING

1. That on successful tender, it will be my sole responsibility to pay the GST. I will also be responsible for any other tax cess liability arising from the purchase of waste paper.

DECLARATION ON OATH

1. I/we have read and understood all the terms and conditions of the tender document.

2. I/we have taken inspection of the waste papers kept for the sale and its my sole responsibility to sort out the same in accordance with 'A', 'B'. & 'D' categories.

3. I/We declare that, the undersigned has never blacklisted by the Central/State Government/Corporation, other Government Institutions.

4. All the information & details filled in my application are true and correct to the best of my knowledge. If found false, will be liable to disqualify from the tender process at any time.

Seal & Sign of Authorised signatory of
Company/Proprietor/Firm/Agency/Individual

ANNEXURE-C

Agreement for Disposal of Waste Paper

AN AGREEMENT made at Nagpur this _____ day of _____ Two Thousand Twenty Three, between the Registrar(Administration), High Court of Bombay, Nagpur Bench, Nagpur (hereinafter referred to as “the Purchaser”) of the one part and M/s. _____ (herein after referred to as “the Contractor”) of the other part.

WHEREAS the Registrar(Administration), High Court of Bombay, Nagpur Bench, Nagpur has agreed to sell and the Contractor has agreed to purchase category of ‘A’, ‘B’ & ‘D’ type of waste papers during the period commencing from _____ and ending on _____ on the terms and conditions hereinafter specified.

AND WHEREAS before execution of the Agreement, the Contractor has deposited a sum of Rs. _____ (Rupees Fifty Thousand Only) through the Demand Draft No. _____ dated _____ drawn on _____ as security for the observance of the terms and conditions of the Agreement.

NOW THIS AGREEMENT witnesseth as follows:-

1. The Contractor shall purchase ‘A’, ‘B’ & ‘D’ categories of waste paper from the High Court of Bombay, Nagpur Bench, Nagpur during the period commencing from _____ and ending on _____.
2. All waste paper shall be classified for the purpose of this contract into ‘A’, ‘B’ & ‘D’ categories mentioned hereunder and the rates of purchase by the Contractor in respect of these categories shall be as shown against each category.

Sr. No.	Category	Description	Purchase rate per 100 kg.	Remark
(1)	(2)	(3)	(4)	(5)
1.	A	All blank forms and publications including news papers		Forms and records in torn condition should be treated as miscellaneous

				sweepings.
2.	B	Office files and other records.		
3.	C	All other miscellaneous sweepings, office folders and torn cartoon boxes		

3. The Contractor shall sort out the waste papers accumulated in the waste paper room(s) of the High Court of Bombay, Nagpur Bench, Nagpur within 15 days of an intimation.

4. The Contractor shall lift accumulated sorted categories of waste paper within 5 days from the date of completion of sorting. Failure to do so will make the Contractor liable to pay the penalty at the rate of Rs. 10/- per 100 Kg, per day, to be calculated from the date of completion of sorting.

5. The Contractor shall make his own arrangements such as packing, loading, transport etc., in connection with the removal of waste papers.

6. The Contractor shall make an arrangement of a vehicle for the supervisory officer(s)/official(s) to the point of Computerised Weigh Bridge (Dharmkanta) to watch the weight of waste papers. The responsible officer(s)/official(s) deputed for supervision of the weighment of waste papers to see whether the truck used by the contractor shall be properly placed on weighment bridge of Computerised Weigh Bridge (Dharmkanta) and note the weight readings of the empty truck and loaded truck watchfully.

7. The Contractor shall pay the costs of waste papers by cheque or draft in full payment thereof.

8. The Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur shall be entitled to dispose of any particular stock or category of paper in any other manner it deems fit notwithstanding the provisions of this Agreement in order to meet requirements of the confidentiality of the documents.

9. It shall not be open to the Contractor to appoint an agent to carry out the work on his behalf.

10. If the Contractor commits a breach of any of the conditions hereinbefore contained, the Registrar (Administration), High Court of Bombay, Nagpur Bench,

Nagpur shall be at liberty, to terminate the Agreement and to forfeit the whole Security deposit of Rs. 10,000/- (Rupees Ten Thousand Only) and in that case the Contractor shall not be entitled to any compensation from the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur.

11. In the event of any dispute as regards the interpretation of any of the terms of the Agreement or as to the rights, duties or obligations of any person hereunder or as to any other matter in anywise arising out of or connected with the subject matter thereof the same shall be referred to the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur, whose decision shall be final and binding.

12. **IN WITNESS** whereof the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur has for and on behalf of the High Court of Bombay, Nagpur Bench, Nagpur set his hand and seal of his office and M/s _____ has set his hands hereto the date and year first above-written.

Signed, sealed and delivered by
Shri R.M. Sadrani,
Registrar (Administration),
High Court of Bombay,
Nagpur Bench, Nagpur,
in the presence of-

(1) _____
(2) _____

Registrar(Administration),
High Court of Bombay,
Nagpur Bench, Nagpur

Signed, sealed and delivered by
Shri _____,
of M/s _____,
in the presence of-

(1) _____
(2) _____

Contractor's Signature & Seal