

HIGH COURT OF MADHYA PRADESH, JABALPUR

No. Reg(IT)(SA)/2019/1599

Date:01-11-2019



BID DOCUMENT FOR
SALE OF WASTE PAPERS/ FILES / PAPERS SCRAP ON QUARTERLY
BASIS AT HIGH COURT OF MADHYA PRADESH, SUBORDINATE
COURTS IN THE STATE OF M.P.

Note:-This document contains total 19 pages including cover. No change and modification in the document by the agencies/paper mills is permissible.

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General Instructions:-

General Information valid for all the agencies/paper mills

The Registrar General, High Court of Madhya Pradesh, Jabalpur advertises regarding tenders/ invitation to bids/ invitation of Expression of Interest and other information on the website regularly. We request you to visit the website www.mphc.gov.in daily for updates and download the details and respond to the tenders on a regular basis.

The Tender documents can be downloaded free of cost from the website www.mphc.gov.in .

Any information to the agencies/paper mills on these tenders/ invitation to bids/ invitation of expression of interest and any other information will be uploaded on this website only.

Similarly, any corrigendum's or extension of dates or change in specifications or any other information will be uploaded for the information of the public on this website only. No individual letters / emails are sent regarding this.

The tender document consists of 3 parts:-

- I) General Conditions**
- II) Special Conditions**
- III) Bid Form**

PART - I
General Conditions

1. **NAME OF THE BID:-SALE OF WASTE PAPERS/ FILES / PAPER SCRAP ON QUARTERLY BASIS AT HIGH COURT OF MADHYA PRADESH AND SUBORDINATE COURTS IN THE STATE OF MADHYA PRADESH.**

2. **Important Dates :**

Last Date of receipt of sealed tender bids: The last date of receipt of sealed tender bids is **up to 3:00 P.M. on 07th December, 2019.** After this time, no bids will be accepted.

Date of opening of the tender bids: The tenders will be opened on the same day (i.e. the last date of the receipt of the tenders) at 3:30 pm at Registry Officers Tea Club, High Court of Madhya Pradesh, Jabalpur. All the agencies/paper mills are invited for the tender opening. In case, if due to a holiday or an emergency or due to some extra ordinary reasons, if the tenders remain unopened on this date, then, the tenders would be opened on the next working day at the same time and at same venue.

2A. Pre-bid Meetings / Queries:-The Pre-bid Meetings for this would be held on **23rd November, 2019 at 11.00 A.M.** at Registry Officers, Tea Club, High Court of Madhya Pradesh, Jabalpur. Bidders or their representatives may attend the pre bid meeting.

Clarifications to queries, amendments, corrigendum, if any, will be available on the official website of the High Court. The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to change / modified any of the tender terms and conditions before / after the pre-bid meeting. Any changes made will be displayed on our website only and the same will form the part of the tender document and will be binding on all the prospective agencies/paper mills.

The queries should be addressed to the person to whom the tender has to be submitted as given below. However, all queries should be only addressed through the email id mphc@nic.in.

No telephonic discussion or personal meeting would be entertained.

3. **Name and Address for the submission of the bids:** The bids should be addressed to **The Registrar General, High Court of Madhya Pradesh, Jabalpur** and deposited in the receipt section/ inward section at this address by the due date and time.

4. **Superscription:** The envelope containing the tender must be super scribed as "**SALE OF WASTE PAPERS/ FILES / PAPERS SCRAP ON QUARTERLY BASIS AT HIGH COURT OF MADHYA PRADESH AND SUBORDINATE COURTS IN THE STATE OF M.P.**"

If the tender is not super scribed then there are chances of accidental opening and for liable rejection of the tender, therefore it is advised that the tender be super scribed as above and deposited in Receipt Section/ Inward Section of High Court of Madhya Pradesh, Jabalpur for the purpose at the address given.

5. **Earnest Money Deposit (EMD):** The tender should be accompanied by a Demand Draft / Pay Order as Earnest Money Deposit (non-interest bearing) of **Rs.50,000/- (Rupees Fifty Thousand Only)**.

The Earnest Money Deposit should be paid by way of Demand Draft/ Pay Order in favour of "The Registrar General, High Court of Madhya Pradesh, Jabalpur", payable at Jabalpur.

For unsuccessful agencies/paper mills, the same instrument may be returned without encashing. However, the EMD of successful agencies/paper mills will be returned as specified by High Court of Madhya Pradesh, Jabalpur either through the same instrument or through the cheque issued in their favour by High Court of Madhya Pradesh, Jabalpur.

If the EMD in the form of DD / Pay Order is to be placed in a specified envelope, and if the EMD is enclosed in the envelope other than the specified envelope or enclosed along with Price Bid, the bid will be considered valid only if the requisite amount of EMD is found in the form of Demand Draft / Pay Order.

If the EMD is not enclosed then High Court of Madhya Pradesh, Jabalpur reserves the right to reject the bid.

The EMD may be forfeited if the agencies/paper mills fails to honor the terms and conditions of work order placed on the basis of the tenders or does not start the work or not render the services, or fails to provide the

requisite Bank Guarantee or fails to enter into an agreement, as the case may be, which in the opinion of High Court of Madhya Pradesh, Jabalpur may delay or adversely affect the contract.

6. **Tender Fee:** There will be non refundable tender fee of **Rs.5,000/- (Rupees Five Thousand only)** for the above tender.
7. **Bank Guarantee:** For successful agencies/paper mills a Bank guarantee of appropriate amount as decided by the High Court of Madhya Pradesh, Jabalpur will have to be given by the agencies/paper mills at the time and date specified by the High Court of Madhya Pradesh, Jabalpur. The EMD would be returned thereafter.
8. **Validity of the bids:** Generally, the bids will be valid for a period of One Hundred Fifty (150 days) from the date of opening of the financial bid for acceptance, subject to increase in the validity of period by mutual consent. The rates will be valid for a period of minimum two years, extendable by mutual consent for one more year. The agreement which would be entered into with the agencies/paper mills or the work order which would be issued to the agencies/paper mills would define the validity of the rates more specifically and that would be overriding this clause.
9. **Authorized Signatory:** The bid can be forwarded by agencies/paper mills representative. Representative will have to enclose the Letter of Authority/ the Power of Attorney along with this offer or when demanded by High Court, otherwise the offer is liable to be considered null and void at any stage as per the decision of the High Court of Madhya Pradesh, Jabalpur.
10. **Conditions for tenders sent by post/courier:** The tenders may also be sent by post/courier to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the tender sent by post, failing which the tender may not be opened and not considered or may be treated invalid:
 - A. Tender should be preferably sent by Speed Post or Registered Post if it is not possible to deposit the tender in Receipt Section/ Inward Section of the High Court of Madhya Pradesh, Jabalpur .
 - B. Tender should be sent only to the address as given above in the name of the person / designation specified.

- C. Acknowledgement will be given to Department of Post only for tender sent by Speed Post OR Registered Post.
 - D. Tender should be super scribed as advised above. The tenderer has to necessarily super scribed the envelope, failing which the tender may not be considered and may remain unopened, or be opened with some other tender or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of the High Court of Madhya Pradesh, Jabalpur.
 - E. The High Court of Madhya Pradesh, Jabalpur takes no responsibility for any tender not reaching in time..
 - F. The High Court of Madhya Pradesh, Jabalpur takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders may not be accepted at all and are liable for rejection.
 - G. It is, therefore, advised that prospective agencies/paper mills should deposit the tender directly in the Receipt Section/ Inward Section of the High Court to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post. Tenders, which are not super scribed or which are not addressed properly, are liable to be not considered.
- 11.** It is clarified that the agencies/paper mills should clearly indicate the base price and other taxes/all outgoing/cess as applicable thereon. These outgoing like taxes, cess, etc. should be specified with the percentage applicable at the time of submitting the tenders so that there is clarity on the base rates and the taxes, cess, etc.
- The High Court of Madhya Pradesh, Jabalpur reserves the right to call for the clarification on the break-up of the base rate, taxes, cess and other outgoing (and their percentages, etc.) with proof, if required, as and when needed to aid to evaluate the bids. However, the original quoted overall value would remain as quoted in the original tenders.
- In any case, the bid should be inclusive of all the outgoing, by whatever name called, unless specifically indicated by the High Court of Madhya Pradesh, Jabalpur.
- 12. Safety Norms:** The agencies/paper mills hereby undertakes to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The agencies/paper mills, merely by filling

in this tender, indemnifies the High Court of Madhya Pradesh, Jabalpur of any consequences due to non-adherence of the safety norms as prescribed by the law.

- 13. Agreement:** A suitable agreement would have to be entered into with the High Court of Madhya Pradesh, Jabalpur, failing which the EMD/ the Bank Guarantee as provided, may be forfeited or the work order would not be issued. If the terms and conditions of the agreement are not acceptable to the agencies/paper mills, then the High Court of Madhya Pradesh, Jabalpur reserves the right to reject the tenders or forfeit the EMD / revoke the Bank Guarantee. In the absence of any specific agreement, any offer made in response to this tender, when accepted by the High Court of Madhya Pradesh, Jabalpur, will constitute a contract between the High Court of Madhya Pradesh, Jabalpur and agencies/paper mills.
- 14. Right of Rejection:** The High Court of Madhya Pradesh, Jabalpur reserves the right to reject all / any bids / quotations without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
- 15. The High Court of Madhya Pradesh, Jabalpur reserves the right:**
 - i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work.
 - ii) **To award the contract to one or more number of agencies/paper mills, either on lowest price, equal price or on different prices. To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more agencies as the High Court of Madhya Pradesh, Jabalpur may deem fit.**
 - iii) To place ad hoc order simultaneously or at any time during the period of the contract with one or more agencies for such quantity and for such jobs as the High Court of Madhya Pradesh, Jabalpur may deem fit.
 - iv) The High Court of Madhya Pradesh, Jabalpur does not bind itself to accept the highest or any tender to assign any reason for non-acceptance of the same.
- 16. Negotiation:** Generally, no negotiations would be carried out. However, if deemed fit, negotiation may be carried out only with the

highest agencies/paper mills and if the order has to be split to more than one agencies/paper.

17. Eligibility: The agencies/paper mills should adhere to the eligibility criteria. In any case, they should have prior experience of not less than two years in the same area as put to bid, for supply/service to other organizations of repute. The High Court of Madhya Pradesh, Jabalpur reserves the right to check their credentials with the organizations they have been associated with and if found incorrect, the tender is liable to be rejected.

18. Availability of requisite permissions and licenses and compliance with the statutory provisions: The agencies/paper mills is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender. It may or may not involve manpower. In case manpower is required, then the agencies/paper mills merely by filling the tender confirms that the agencies/paper mills has all the requisite permissions and licenses to carry out all the works as stipulated by this tender. Further, merely by filling the tenders, the agencies/paper mills reconfirms that the agencies/paper mills has complied with all the statutory provisions of the central, state, local and municipal laws enforce including manpower. The agencies/paper mills also confirms merely by filling the tenders, to comply with any future laws that may be enforced upon by the statute.

Agencies which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the tenders only if they are eligible in this respect.

Consequences of insufficient permissions / licenses or compliances on the part of the agencies/paper mills would be to the agencies/paper mills account and the agencies/paper mills merely by filling in the tender indemnifies the High Court of Madhya Pradesh, Jabalpur of any or all such consequences.

19. Blacklisting/Debaring: The agencies/paper mills merely by filling the tender confirms that the agencies/paper mills has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body. The

agencies/paper mills is advised not to fill in the tenders if they have been disqualified by any of the Government agencies.

- 20. False Information:** In case if it is found that the agencies/paper mills has not given the correct information and flouted any condition or the agencies/paper mills does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in these tenders and allied works then the High Court of Madhya Pradesh, Jabalpur reserves the rights to cancel the work order issued to him and award his quantum of work in the manner as deemed fit. This can be done at any stage.
- 21. Indemnity:** Further, by submitting this bid, the agencies/paper mills indemnifies the High Court of Madhya Pradesh, Jabalpur for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the agencies/paper mills indemnifies the High Court of Madhya Pradesh, Jabalpur for any of the consequences arising out of noncompliance of any of the conditions laid by the statute for agencies/paper mills or their representatives/ officials in carrying out this work.
- 22. Extension of contract:** As stipulated by the High Court of Madhya Pradesh, Jabalpur, after the period of expiry of two years, the agreement can be extended on mutual consent for a further period of one year or upto the period till new contract comes in force. However this option can be exercised only by the High Court of Madhya Pradesh, Jabalpur.
- 23. Delay:** If the agency does not start the work or if it is felt at the High Court of Madhya Pradesh, Jabalpur that the pace of work is slow and is likely to delay the work/ service, High Court of Madhya Pradesh, Jabalpur reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such work / service at the risk and cost of the agencies/paper mills.
- 24. Penalty:** The High Court of Madhya Pradesh, Jabalpur reserves the right to levy penalty at its discretion for the delay in execution of the

work/ delay in service/ delay in pickup. The penalty amount would be two percent of the amount put to tender per week subject to a ceiling of 10%. This penalty would be more clearly specified in the agreement to be entered into.

- 25. Confidentiality:** The Agency shall maintain strict confidentiality of all the documents, information, data coming in possession of the Agency as a result of awarding the contract and also any oral, written or other information disclosed for evaluation or for any other purposes shall be considered as confidential information passed on to the Agency.
- 26. Breach of clause:** In the event of any breach or threatened breach of any clause by the agencies/paper mills and/or individual assigned by the Agency for the performance of the services, the Agency shall be liable to pay damages as may be quantified by the High Court of Madhya Pradesh, Jabalpur. Apart from the above, the High Court of Madhya Pradesh, Jabalpur shall have the right to proceed against the Agency and/or its assigned person/s under appropriate law.
- 27. Essence of contract:** The agencies/paper mills shall carry out the work / provide the services/ complete the supply as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services as per specified time is the essence of the contract.**

Not adhering to above shall entail the High Court of Madhya Pradesh, Jabalpur to rescind the contract and forfeit the security deposit and in which case, there shall not be any claims for damages against the High Court of Madhya Pradesh, Jabalpur by the agencies/paper mills. Further the High Court of Madhya Pradesh, Jabalpur shall have the right to get the unfinished services done/supply made, if any by virtue of the said revocation of the contract, through other sources and the expenses incurred thereof shall be borne by the agencies/paper mills in default. The agencies/paper mills shall also indemnify the High Court of Madhya Pradesh, Jabalpur against any loss, damage, expenses, costs etc, incurred by the High Court of Madhya Pradesh, Jabalpur as a result of the said delay in timely completion of the said services / jobs, by the agencies/paper mills.

28. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the District Jabalpur only.
29. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication are liable to be rejected. This is an important condition as the correction may have a bearing on the rate / amount quoted resulting in altering H1 or H2 or H3 or any other position. Decision of the High Court of Madhya Pradesh, Jabalpur will be binding in this case. The agencies/paper mills merely by filling in this tender agree to this delegation of power to the High Court of Madhya Pradesh, Jabalpur to decide in this matter.
30. **High Court of Madhya Pradesh, Jabalpur reserves the right to give preference to Public Sector Enterprises/ Government undertakings / paper mills.**
31. The agencies/paper mills must stamp and initial all pages and sign all forms at the end. The agencies/paper mills participation in the bid shall be deemed to imply unqualified acceptance of the Terms and Conditions.
32. The High Court of Madhya Pradesh, Jabalpur reserves the right to call for further information / documents/ breakup of rates, taxes, etc. to decide on the tenders.

PART II

Special Conditions:

- A. Specifications
- B. Pickup Schedules
- C. Right to place the orders in parts
- D. Validity of Bids
- E. Unit Rate

A. Specifications:

Scope of Work and Other Conditions:

1. The bids are invited for sale of waste papers / files / papers scrap etc. from the locations as per “**Annexure-A**”.
2. The High Court of Madhya Pradesh, Jabalpur is looking forward for agencies/paper mill that are in the business of buying of waste papers / files / papers scrap etc.
3. The agencies/paper mills should visit at the site mentioned above to inspect waste papers / files / papers scrap etc. before submitting their quotes.
4. **Bid Submission:** This RFP should be treated as invitation for proposal for offers as stated in Commercial / Financial Form below. Hence the agencies/paper mills should offer their **highest** quotations accordingly.
5. **Amount to be quoted:** The agencies/paper mills will have to quote one rate **per Kg** amount in **column (B)**.
6. **Selection of agencies/paper mills:** The High Court of Madhya Pradesh, Jabalpur will award the waste papers / files / papers scrap etc. on the basis of the highest rates **(H1)** quoted by the agencies/paper mills participating in the Tender process.
7. If any of the terms and conditions of the tender is not acceptable to the agencies/paper mills, then the High Court of Madhya Pradesh, Jabalpur reserves the right to cancel the tenders submitted by the agencies/paper mills. In the event, any damage caused to the site where waste papers / files / papers scrap etc. are lying the company reserves the right to compute the damage in terms of money and claim it from agencies/paper mills by way of civil damages.
8. The agencies/paper mills will first carry out the work of tearing the papers in pieces before weighing the same.

9. The agencies/paper mills will ensure that the scrap is weighed thereafter in the presence of the official of the High Court of Madhya Pradesh, Jabalpur and District Courts .In the event, any damage caused to the site where waste papers / files / papers scrap etc. are lying the High Court / District Court reserves the right to compute the damage in terms of money and claim it from agencies/paper mills by way of civil damages.
10. The agencies/paper mills should arrange for pickup and transportation of the waste papers, at their own cost at interval every quarter or as directed by the competent authority of High Court / District Courts and the agencies/paper mills will ensure that the scrap papers are removed from the premises of High Court of Madhya Pradesh and Subordinate Courts in the State of Madhya Pradesh, after making the payment by means of demand draft.
11. The agencies/paper mills have to pickup the said papers on quarterly basis. The High Court of Madhya Pradesh, Jabalpur will not take any responsibility of the sold wasted, theft, etc.
12. **Payment Terms:** The agencies/paper mills should pay 100% payment in advance before Pickup of the waste papers in the form of demand draft to the respective establishments. These payment terms will not be changed. The agencies/paper mills are required to quote in these payment terms only.
13. There should not be any damages to the property while removing the waste paper stock from our premises. In case of any damages to the property the cost will be recovered from the agencies/paper mills.
Any clarifications desired by any agencies/paper mills in connection with any part of this proposal may be sought from the office at High Court of M.P., Jabalpur, or write **email to:-** mphc@nic.in.

BID FORM
(To be quoted on the agencies/paper mills letter head duly stamped and signed)

To,

Date:

The Registrar General,
High Court of Madhya Pradesh,
Jabalpur

SUB:-BID FOR SALE OF WASTE PAPERS/ FILES / PAPERS SCRAP ON QUARTERLY BASIS AT HIGH COURT OF MADHYA PRADESH JABALPUR AND SUBORDINATE COURTS IN THE STATE OF M.P.

This is with reference to your tender due on **07th December, 2019**. We are interested in getting our Company empanelled in your organization to bid for **sale of waste papers/ files / papers scrap on quarterly basis at the High Court of Madhya Pradesh Jabalpur.**

We have read and understood the details as given in the tender information regarding the Scope of Work and Terms and Conditions for the selection of agencies/paper mills for sale waste papers / files / papers scrap etc. and the same are acceptable to us. We have been given all the required information from the High Court of Madhya Pradesh, Jabalpur

We certify that we are eligible as per the said Terms. **The duly signed copies of all the tender pages are attached herewith along with the EMD and Tender Fee duly filled and signed.**

An EMD of Rs.50,000/- (Rupees Fifty Thousand only) & Tender fees of Rs.5,000/-(Rupees Five Thousand only) are enclosed.

We understand that cost comparative statement will be prepared for the said items and **H1** will be decided on basis of **PER KG** rate quoted (**column D**) in the financial bid.

I undertake to remove the waste from the above premises quarterly basis.

**SALE OF WASTE PAPERS/ FILES / PAPERS SCRAP ON QUARTERLY
BASIS AT HIGH COURT OF MADHYA PRADESH JABALPUR**

S.No.	Type of Waste	Age of papers/ waste in years	Rate Per Kg. (Rs. / Ps.)
A	B	C	D
1.	Waste Papers/ Files / Papers Scrap	0-5 years	Rs Ps..... (in words)
2.	Waste Papers/ Files / Papers Scrap	06-10 years	Rs Ps..... (in words)
3.	Waste Papers/ Files / Papers Scrap	11- 15 years	Rs Ps..... (in words)
4.	Waste Papers/ Files / Papers Scrap	more than 15 years	Rs Ps..... (in words)

Annexure- "A"

List of Locations from where the waste papers/ files / papers scrap are to be get collected by the agencies/paper mills on quarterly basis.

Note:-1. The work of sale of waste papers/ files / paper scrap can be opted by the agencies/paper mills for one or more of the Divisions such as Bhopal, Gwalior, Indore, Jabalpur, Rewa, Sagar, Shahdol and Ujjain. It shall be open to the High Court to allocate another Division or to add another Division over and above the bid submitted.

S. No.	Name of Division	District Courts covered under the respective division from where the collection of waste papers is to be made
1	Bhopal	Bhopal district Raisen district Rajgarh district Sehore district Vidisha district Betul district Harda district Hoshangabad district
2	Gwalior	Morena district Sheopur district Bhind district Ashoknagar district Shivpuri district Datia district Guna district
3	Indore	Alirajpur district Barwani district Burhanpur district Dhar district Indore district Jhabua district Khandwa district (East Nimar) Khargone district (West Nimar)
4	Jabalpur	Balaghat district Chhindwara district Jabalpur district Katni district Mandla district Dindori district Narsinghpur district Seoni district
5	Rewa	Rewa district Satna district Sidhi district Singrauli district
6	Sagar	Chhatarpur district Damoh district Panna district

		Sagar district Tikamgarh district
7	Shahdol	Anuppur district Shahdol district Umaria district
8	Ujjain	Dewas district Mandsaur district Neemuch district Ratlam district Shajapur district Ujjain district