

Tender Notice

Disposal of waste paper

Sealed Tenders are invited from reputed and eligible firms for Disposal of waste papers from Allahabad High Court, as per the specifications and terms and conditions mentioned in the tender document which can be downloaded from the official website of the High Court at <http://www.allahabadhighcourt.in> . For more information, please visit the website of the Allahabad High Court.

Interested and eligible Bidders may submit their Bid either personally or by post (registered or speed post)/courier to the Registrar (P/N), Allahabad High Court, Prayagraj, U.P. - 211017, so as to reach the Allahabad High Court on or before **12.09.2023 by 1.00 p.m.**

The High Court reserves the right to reject any or all the Bids without assigning any reason thereof.

sd/-
Registrar General
23.08.2023

**TENDER DOCUMENT
FOR
DISPOSAL OF WASTE PAPER**

**(Sale of weeded out papers
after cutting them into pieces
on annual rate contract basis)**

HIGH COURT OF JUDICATURE AT ALLAHABAD

Civil Lines, Prayagraj, Uttar Pradesh- 211017

Tender Notice

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**Sd/-
Registrar General**

1. INVITATION FOR BIDS

Bids are invited, in two bids format, from eligible bidders for Disposal of used weeded out papers, Digitized records after cutting them into 4 pieces at their own expenses, in the Allahabad High Court. Bids are invited for the work mentioned hereunder:

S. No	Item	Description
1	Scope of Work	Tender for Disposal of Waste Paper (sale of used weeded out papers after cutting them into 4 pieces at their own expenses on annual rate contract basis)
2	Estimated Value of Work	Rs 1,20,00,000(Rupees One Crore Twenty Lacs) approx.
3	Duration of Contract	One year from date of issuance of Work order.
4	Cost of Tender Document	Rs 500/- (Rupees Five Hundred Only) as Demand Draft of any scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Prayagraj.
5	Availability of Tender Document	Tender documents can be downloaded from the Official web site of High Court of Judicature at Allahabad (www.allahabadhighcourt.in)
6	Last date of submission of Bid	12.09.2023 by 1:00 PM
7	Date of opening of Technical Bid	12.09.2023 at 4:00 PM
8	Date of opening of Financial Bid	13.09.2023 at 4:00 PM
9	Earnest Money Deposit	Rs 50,000/- (Rupees Fifty Thousand Only) as Demand Draft of any scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Prayagraj.
10	Performance Security	5% of estimated value of work in the form of Performance Bank Guarantee on the format attached as Annexure-4
11	Place of opening of Tender	Office of Registrar Protocol, Allahabad High Court
12	Address for communication	Registrar (P/N), High Court of Judicature at Allahabad Civil Lines, Prayagraj- 211017

Note

- *Any future Corrigenda/ addendum shall be posted on the official website of Allahabad High Court www.allahabadhighcourt.in . Tenderers are advised to visit the website regularly during this period. In case of any query please write to (Mr. Ashish Kumar Srivastava) Registrar Protocol, High Court of Judicature at Allahabad Civil Lines, Prayagraj- 211017 or call him on 0532-2421222. The Registrar General, High Court of Judicature at Allahabad reserves the right to accept or reject any or all the Bids without assigning any reason thereof.
- Incomplete & conditional tenders are liable to be rejected.

S/d
Registrar General,
High Court of Judicature
at Allahabad

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(Signature of Tenderer in
ink with stamp and Date)

Instruction to Bidders:

Sealing and Marking of Bids:

The bidders shall submit the technical bid (containing the D.D. of Tender fee, Earnest Money, copy of downloaded Tender documents signed in ink on every page as well as filled in Technical Bid Formats 1 & 2 and other supporting documents to substantiate their claim of eligibility) in one sealed envelope clearly marked as "**Technical Bid - 05/High Court/2023/Protocol**" with the name, address and telephone number of the bidder clearly marked on the envelope. The Financial bid in the prescribed format should also be provided in a separate sealed envelope clearly marked as "**Financial Bid - 05/High Court/2023/Protocol**" with the name, addresses and telephone number of the bidder clearly marked on the envelope. Both these envelopes should be placed & sealed in one main outer envelope super-scribed as "**Bid for Disposal of waste paper - 05/High Court/2023/Protocol**" with the name, address and telephone number of the bidder clearly marked on the envelope. Failure to comply with these instructions will amount to disqualification of the bid.

Envelope-1 (Technical Bid): The sealed envelope with "**Technical Bid - 05/High Court/2023/Protocol**" clearly written on top of envelope. This envelope of technical bid must contain the following:

- I. Signed & stamped pages of downloaded tender document.
- II. Demand Draft/Pay Order of Rs. 500/- as cost of Tender Document.
- III. Demand Draft/Pay Order of Rs. 50,000/- (Fifty thousand only) as Earnest money.
- IV. Self-attested Documentary proof of registration of Sole Proprietorship/Partnership firm or Company.
- V. Duly filled, signed & stamped Annexure-1 (Letter for Submission of Tender).
- VI. Duly filled, signed & stamped Annexure-2 (Technical Bid Format).
- VII. Self-attested copy of the PAN and GST registration.

Technical Bids shall be opened at **16:00 hours** on the last date of submission of Bids in the presence of the bidders or their authorized representatives intending to attend the opening. Any tender received later than the time and date of receipt of the bids shall be rejected.

Envelope-2 (Financial Bid): The sealed envelope with "**Financial Bid - 05/High Court/2023/Protocol**" clearly written on top of envelope. This envelope of financial bid must contain
The filled in financial bid (Annexure '3').

It must be noted that at first stage only the technical bids will be opened. And after the evaluation of technical bids, the financial bids will be opened only for the eligible bidders. The tenders of ineligible bidders shall be summarily rejected in the evaluation process and their financial bids will remain unopened.

1. Eligibility Criteria:

Only such bidders, who meet the following conditions, can participate in the tender:

- A) The bidder must be a registered Sole Proprietorship/Partnership firm or Company. Self-attested Documentary proof of registration of Sole Proprietorship/Partnership firm or Company must be attached.
- B) The bidders must have a valid GST registration and PAN to participate in the tender and must submit self-attested copy of the same.

1. Terms & Conditions:

1. The period of the Contract shall be for one year from the date of issuance of Work order.
2. The rates quoted by the Bidder shall remain valid for the entire term of the Contract.
3. Bids once submitted cannot be withdrawn.
4. Before the deadline for submission of bid, the High Court may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated on the official website of Allahabad High Court
5. The Earnest Money may be forfeited, if the Bidder withdraws the Bid after bid opening or after the announcement of the successful bidder.
6. Bidders are advised to inspect the site and examine the quality of paper themselves (weeded out material) before submitting their bids. They may fix an appointment with Dy. Registrar (N) on 8004905945 for the purpose.
7. Complete Bids must be received at the office of the Registrar (P/N) not later than the date and time indicated in the tender notice. Any Bid received in the Office of Registrar (P/N) after the deadline prescribed in the tender notice will be returned unopened to the Bidder.
8. **Cost of Tender Document:** Tenderers shall download tender document from the website of Allahabad High Court (www.allahabadhighcourt.in) and attach Demand Draft of Rs 500/- as tender fee (nonrefundable) in favour of Registrar General, High Court Allahabad, payable at Prayagraj. The demand draft of tender fee should be enclosed with the Tender document, while submitting the Bid.
9. **Earnest Money Deposit (EMD):** - Earnest money in the form of Demand Draft of Rs. 50,000/- (Fifty Thousand) is to be deposited in the favour of Registrar General, High Court Allahabad, payable at Prayagraj. The demand draft should be from any nationalized/ scheduled bank. Tender documents without EMD are liable to be rejected.
10. **Service support requirement:**
 - a) The Successful Bider must maintain proper cleanliness of the allocated area and should not leave behind any loose pieces of papers. Successful bidder will ensure that the records earmarked for disposal must be cut properly into 4 pieces at their own expenses before taking them off the High Court Premises. Every entry and exit of the vehicles of the Bidder and weight of the material for disposal must be recorded properly in a register by the Bidder and physically verified by person nominated by High Court. Payment to the High Court for the quantity of the waste paper being disposed off, shall become due on every exit pass issued to the vehicle of the Bidder and weighing of the requisite material in the vehicle. The Bidder is required to follow the procedure for weighing of requisite material in the vehicle before loading.
 - b) Since weeding of old and used records is a continuous process in High Court, the successful bidder will be liable to complete the job of lifting the material from the office at least once within a period of 7 days/ getting the order and clear the heaps of used paper and shredded material from the allocated premises. If the successful bidder does not start work in time or stops the work midway or leaves the work altogether the High Court shall have the right to cancel the order and forfeit EMD/Performance security, as applicable.
 - c) It will be responsibility of the vendor to pack the material by his own labourers and the cost towards transportation, packing, loading, unloading etc. will also be borne by the vendor himself.
 - d) It will be responsibility of the vendor that the waste paper being lifted from the High Court will be used only for recycling in paper mill or in pulp industry or will be destroyed

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**(Signature of Tenderer in
ink with stamp and Date)**

- in an appropriate manner to ensure official secrecy.
- e) Bidders may visit the High Court premises and inspect the quantity, condition and type of material being sold.
 - f) The weighing of the material shall be jointly witnessed by authorized representative(s) of High Court and bidder or his authorized representative.
 - g) The successful bidder will be allowed to lift mixed waste papers at approved rate after weighting the all-waste papers at Dharamkanta and deposit all sale realization amount in the High Court treasury under relevant head. The fee of Dharamkanta will be borne by the successful bidder.
 - h) The Bidder shall have to report to the person nominated by the High Court for compliance to the procedures set forth for disposal of waste papers.
Failure to comply with above conditions may result in, but not limited to:
 - i. Forfeiture of EMD/ Performance Security
 - ii. Imposition of penalty at the rate of 1% of the work order value, per day or part thereof subject to a maximum of 5% of the Work Order value.
 - iii. The High Court shall be free to get the disposal done from some other vendor and the actual amount lost to the that engaged vendor will be recovered from the successful bidder;
 - iv. The bidder will be blacklisted from participating in future tenders of Allahabad High Court.
- 11.** The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned after finalization of the contract with successful bidder. No interest will be paid on the amount of the EMD. However, the EMD of the bidder, whose rates are accepted, will be returned on submission of performance guarantee.
- 12. Forfeiture of EMD:** The EMD may be forfeited if the Bidder withdraws its bid, or in case of a successful Bidder, if the Bidder:
 - a) Fails to accept the letter of Intent and submits performance security within 7 days of issue of letter of intent by Allahabad High Court
 - b) Fails to accept the work order.
- 13. Issue of Letter of Intent:** The letter of Intent shall be issued to the selected bidder after the announcement of name of the successful bidder by the High Court. The issuance of letter of intent shall be construed as an acceptance of offer of the bidder by Allahabad High Court and shall form a part of legal and enforceable contract between the Allahabad High Court and the successful bidder.
- 14. No interest on deposits:** No interest shall be payable on any kind of deposit retained by Allahabad High Court during the performance of the work under this tender or during the progression of tender process.
- 15. Performance Security:** The successful bidder will be required to submit security as specified in the 'Invitation of Bids' as a guarantee for the satisfactory performance of the work under this tender. The performance security should be in the form of bank guarantee from any scheduled bank and as per the prescribed format provided in the tender document.
- 16. Sub Letting:** The Successful Bidder cannot assign or transfer and sub-let its interest/ obligations under this tender without prior written permission of the Allahabad High Court.
- 17. Termination of Contract for default:** The High Court, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Successful Bidder, terminate the work order associated with this tender in part or whole.
 - a. If the Successful Bidder fails to perform any obligation(s) under this tender; and
 - b. If the Successful Bidder, in the above circumstance, does not remedy his failure within

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(Signature of Tenderer in
ink with stamp and Date)

a period of 10 days (or such longer period as the High Court may authorize in writing) after receipt of the default notice from the High Court.

18.In the event, the High Court terminates the workorder in whole or in part pursuant to above para the High Court may procure services from another vendor for disposal of waste paper, upon such terms and in such manner as it deems appropriate, similar to those undelivered and the Successful Bidder shall be liable to the High Court for any excess cost for such works. However, the Successful Bidder shall continue the performance of the work to the extent not terminated.

19. Governing law and dispute resolution: The obligation under this tender shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the meaning, scope or execution of work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator, the person appointed by Registrar General, High Court of Judicature at Allahabad. In case any party wants to take the dispute to a Court of Law after arbitration award as aforesaid, it is expressly agreed that only the Courts in Prayagraj shall have the Jurisdiction.

I/We have carefully read the above terms & conditions and undertake to abide by the same.

Place:

Date:

(Signature of the party with stamp)

Name :

Telephone No.

Address:

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**(Signature of Tenderer in
ink with stamp and Date)**

Letter for Submission of Tender

To
Registrar General,
High Court of Judicature at Allahabad,
Prayagraj (U P)

Subject: Tender for disposal of waste paper (Tender No. 05/ HIGH COURT/2023/Protocol).

Dear Sir,

Having examined the tender document and having understood the provisions and requirements relating to the tender, we hereby submit our offer and confirm our acceptance to execute the order within due time period, at the rates quoted by us in the accompanying Financial Bid. If, after our offer is accepted, we fail to execute or complete the work as described in the Tender we agree that, ALLAHABAD HIGH COURT shall have full authority to forfeit the earnest money/ security deposit and cancel our order with no obligation on their part.

We confirm having deposited earnest money of Rs 50,000/- (Rupees Fifty thousand Only) by Demand Draft No..... dated drawn onBank Branch attached here to, and the information required, as per annexures attached.

I/we further confirm that -

- i. The terms and conditions of the Tender documents have been fully examined and full cognizance taken thereof in arriving at the price/ tendered sums contained therein in my/ our tender.
- ii. I/ We confirm that we satisfy the qualifying criteria as prescribed in the Tender document and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- iii. I/we have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- iv. The quoted rates shall be valid for entire contract period from the date of opening of technical bid of this tender.
- v. I/we further confirm that all the pages of the Tender documents have been read, understood and signed and there is no deviation/discrepancy.
- vi. I /We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Tender document. We further understand that the quantum of work under this Tender may increase or decrease at the time of award of Work Order as per the requirements of ALLAHABAD HIGH COURT without any escalation in rate.

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**(Signature of Tenderer in
ink with stamp and Date)**

- vii. I /We hereby declare that in case the work order is awarded to us, we shall submit the Performance Guarantee as required in the prescribed format (the format of Performance Bank Guarantee is provided in the tender document).
- viii. I /We hereby declare that in case the work order is awarded to us, we agree with payment terms specified in the tender documents.
- ix. It is being certified that all the information provided in the tender form are true and correct to the best of my /our knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage.
- x. I /We assure the Allahabad High Court that I / We will NOT be outsourcing any work specified in the tender document, to any other firm without the written permission of the Allahabad High Court.
- xi. I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., for providing the requisite services.
- xii. I/We hereby declare that this tender, on acceptance communicated by you, shall constitute a valid and binding contract between us.
- xiii. I/We hereby declare that my/our firm has never been blacklisted by any Government entity/Public sector undertaking or any other private entity for non-completion of work or for non-performance.

Signature of the Tenderer
With stamp and date

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**(Signature of Tenderer in
ink with stamp and Date)**

A). GENERAL INFORMATION (Part of the Technical Bid)

S. No	Item	Description (to be filled in by the Tenderer)
1	Tender fee Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
2	EMD Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
3	Name and Address of the Tenderer	
4	e-Mail:	
5	Mobile:	
6	Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc.	
7	Name of Authorised signatory/ contact person and Telephone No.	
8	Year of Establishment:	
9	GST Number:	
10	PAN Number:	
11	Name and Address of the Banker Account Number IFSC Code	

Note: Pl. attach copies of the relevant documents/certificates, wherever applicable. Separate sheets may be attached wherever necessary.

Note:

- Bidder/Tenderer to ensure that all*
 - ❖ Pages in the tender document have been signed and stamped by the authorized person*
 - ❖ Pages have been numbered*
 - ❖ Documents are legible (clearly readable)*

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**(Signature of Tenderer in
ink with stamp and Date)**

Financial Bid

S.No	Description	Purchase Rate (Price/Quintal) in figures and words
1	Purchase of weeded out paper, and digitized records rendered waste after cutting it into 4 pieces (at own expenses)	In figures: Rs / Quintal In Words: (Rs / Quintal)

Note:

1. The rate shall remain valid for the entire period of contract as mentioned in the tender.
2. If there is a discrepancy in rate quoted in words and figures, the rate quoted in words shall prevail.

I/We hereby offer rates as mentioned above, to purchase Waste Paper items from the High Court of Judicature at Allahabad on rate contract basis.

Place:

(Signature of the party with stamp)

Date:

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**(Signature of Tenderer in
ink with stamp and Date)**

PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank GUARANTEE

NO. : DATED:

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this day of 20..... between the High Court of Judicature at Allahabad (hereinafter referred to as the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors) of the first part and the (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context include its successors) of the second part.
2. Whereas the Letter of Intent dated has been issued by the High Court tohaving its registered office at (hereinafter referred to as "Bidder") for carrying out work related to Tender floated for disposal of waste paper and for providing service support as per the terms and conditions of the Tender.
3. AND WHEREAS as per clause of the Letter of Intent, the Bidder has to furnish a Performance Bank Guarantee of 5% of the total Estimated Value as mentioned in the Letter of Intent i.e. Rs (Rupees) only, valid for a period of 06 months (Six months) after the completion of the entire work by way of security for the final, satisfactory completion of the work and for providing service support as per the terms and conditions of the Tender.

AND WHEREAS on the request of the Bidder, the Bank executes these presents.

- 4.0. THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:
- 4.1. The Bank hereby guarantees to the High Court that the(name of the Bidder) is capable of executing the said work to the satisfaction of the High Court. In the event of non-satisfactory performance of the work, stipulated in the Work Order, the Bank shall indemnify and keep the High Court indemnified to the extent of 5% of the total Estimated Value of the work i.e. Rs (Rupees) only, valid up till a period of 06 months (Six months) after the completion of the entire work related to Tender floated for disposal of waste paper (Tender No: 05/High Court/2023/Protocol), against any loss or damage that may be caused to or suffered by the High Court on account of such non satisfactory performance of the work, stipulated in the Work Order and that the decision of

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**(Signature of Tenderer in
ink with stamp and Date)**

the High Court in this regard will be final and conclusive.

- 4.2. In consideration of the aforesaid clause 4.1 and at the request of the Bidder, we the Bank hereby irrevocably and unconditionally guarantee that the Bidder shall perform in an orderly manner its obligations in accordance with the terms and conditions set forth in the Tender and in the event of the Bidder's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value mentioned in clause 4.1, without any reference to the Bidder and without questioning the claim.
- 4.3 In the event of non-satisfactory performance of the work, stipulated in the Work Order, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without demur. The Bank shall pay forthwith the amount demanded by the High Court not withstanding any dispute, if any, between the High Court and the Bidder.
- 4.4 The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 4.1 above and also any extended period provided by the High Court beyond the aforesaid period.
- 4.5 This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the Bidder or the Bank.
- 4.6 The Bank undertakes not to revoke this guarantee at the instance of the Bidder for any reason whatsoever.
- 4.7 The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the Bidder and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to Rs.....
(Rupees) only and it will remain in force up to the period specified in Clause 4.1

COUNTERSIGNED

Signature:
 Name:
 Designation:
 Organization:

Signature:
 Name:
 Designation:
 Organization:

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(Signature of Tenderer in ink with stamp and Date)