

**OFFICE OF THE CONTROLLER OF STORES,
NORTHERN RAILWAY,
BARODA HOUSE,
NEW DELHI-110001
FAX NO. 011-23384008**

**TENDER DOCUMENT FOR
SALE PRICE AGREEMENT OF
SCRAP-WASTE-PAPER
LYING AT PRINTING PRESS SSB**

Cost of Tender Document:	Rs.500/-Each Set
Tender Number:	12/117-S/Waste-Paper/SSB-Sale-2016
Due On	29-09-2016
Last Date & Time for Submission of Tender	11.25 Hrs on 29-09-2016
Opening Date & Time:	11.30 Hrs on 29-09-2016
Venue of Tender: opening	Room No-238, 2nd Floor, Office of Controller of Stores, Baroda House, New Delhi

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NORTHERN RAILWAY

Fax No.011-23384008

T.No.12/117-S/Waste Paper/SSB-Sale-2016

Last Date of 29-09-2016 up to 11.25 hrs.

Opening of 29-09-2016 at 11.30 hrs.

M/s _____

Regarding: Running Contract for Sale of Waste Paper at Shakurbasti Printing Press.

Controller of Stores, on behalf of President of India, invites scrap dealers to submit offers for sale of various types of scrap listed below, in accordance with the Instructions and Terms & Conditions enclosed herewith as Section I&II. The offer duly filled in should be addressed to Controller of Stores, Northern Railway, Baroda House, New Delhi and submitted so as to reach within due date and time.

SN	Description of material	Location	Quantity (Approx)	Due on	Cost of Tender Set
1	Waste paper comprising of different type of papers sort & sizes, cutting of white and coloured papers, pulp board cutting, packing paper materials etc.	Shakurbasti Printing Press	31 MT	29-09-2016	Rs. 500/- per set

Please Note the following terms and conditions while submitting the offer

1. Tenderers must read and follow the guidelines given in the form of Section-I "**Instructions to tenderers**" and "Terms & Conditions of Contract" in Section-II attached with the tender set before quoting their rates.
2. Rates should be quoted in the "Offer Form" enclosed only.
3. Sale tax will be charged extra.
4. Loading will be arranged by the purchaser.
5. Delivery will be made on actual weighment basis.
6. Earnest money is to be deposited @5% of the total value of offer subject to minimum of Rs.10,000/- and maximum of Rs.2 Lacs/- along with their offer. **Offers received without requisite E.M. will be summarily rejected.**
7. Any other Government Tax/Levies applicable at the time of the delivery will be borne by the purchaser.
8. Income Tax if any, imposed by the Government of India will be charged extra.
9. Each page of the tender document should be signed and returned along with the offer as a token of having accepted terms & conditions of tender.
10. The offer should be valid for acceptance for 90 days from the date of opening.
11. Evaluation criteria: Inter se ranking will be worked out item wise/consignee wise.
12. Security Money will be refunded after successful completion of contract.

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NORTHERN RAILWAY

OFFER FORM

No. T.No.12/117-S/Waste Paper/SSB-Sale-2016

Date -29-09-2016

To

The Controller of Stores

Northern Railway

Baroda House

New Delhi-110001

Subject: Rates offered against T.No. 12/117/S/Waste Paper/SSB-Sale-2016
due on 29-09-2016

I/We have fully read and understood the Instructions to Tenderers (Section-I) and the Terms & Conditions of Sale Contract (Section-II), attached with the tender which are returned herewith duly signed by me/us as a token of having accepted the same and I/We submit our offer keeping in view these Terms and conditions as under:

SN	Distribution of Material	Location	Quantity	Rate (Per MT)	
				In figures	In words
1	Waste paper comprising of different type of papers sort & sizes, cutting of white and coloured papers, pulp board cutting, packing paper materials etc.	Printing Press/ Shakurbasti	31 MT		

I/We further confirm:

- (i) Total earnest money payable by me /us against all items quoted by me/us is Rs -----
- (ii) The aforesaid amount of earnest money is enclosed in original with this tender in form of -
----- bearing number----- dated-----
issued by-----.
- (iii) The offer is valid for 90 days from the date of opening.

Firm's Name -----

Name of Contact Person-----

Address of Firm-----

Phone No.-----

E-Mail No.-----

FAX No.-----

Signature of the Tenderer

Seal of the Tenderer

SECTION-I**INSTRUCTIONS TO TENDERERS:**

Important instructions to the tenderers for disposal of Item mentioned in the PROFORMA:

On behalf of President of India, Controller of Stores, Northern Railway, Baroda House, New Delhi-110001 invites tenders for entering into Sale price agreement for the disposal of material on "as is where basis is". However the tenderers may inspect the material before submitting their offer.

1. Tender Papers can be obtained from the office of Controller of Stores, Northern Railway Baroda House, New Delhi against payment of specified cost of tender documents. Cash or by Demand draft directly with the Divisional Cashier and Pay Master, Northern Railway, New Delhi and it must be in favour of FA&CAO/SAB/N.Rly. New Delhi. Cheques will not be accepted.
2. The tender documents can be downloaded from the website www.nr.railnet.gov.in. Tenderers may download the tender documents from the above website and must deposit the cost of tender alongwith their offer in the form of demand draft/pay order in favour of FA&CAO/SAB/N.Rly. New Delhi.
3. Tender documents are not transferable. The tenderers shall submit their offer only in the prescribed tender documents purchased/downloaded by them.
4. Tenders delayed/ late on any account, Postal or otherwise, will be summarily rejected.
5. The offer in the prescribed tender form should be addressed to the President of India through the Controller of Stores, Northern Railway, Baroda House New Delhi-110001 and submitted in sealed envelope and marked as 'Offer for tender No. _____ and due date _____ of its opening'. It should be indicated with the tenderer's complete address.

The envelope should be addressed to the Controller of Stores, Northern Railway, Baroda House, New Delhi-110001. Offers sent by post should be sent by Registered Post with acknowledgement due within time so as to reach the Controller of Stores before 11.25 hrs. on the date of opening. Railway will not be responsible for any loss in transit or postal delay.

The tenderers shall keep their offer open for acceptance for a period of 90 days from the date of opening of the tender. If he does not accept it, or modifies the terms and conditions thereof in a manner not acceptable to the Controller of Stores, Northern Railway, Baroda House, New Delhi or should he fail to observe or comply with this stipulation, the amount deposited as Earnest Money (EM) for the due performance shall be forfeited by the Govt. If the tender is accepted the amount deposited as EM for this tender will be adjusted as security money for this stipulation to keep the offer open. EM will be held till the Security money is deposited with the Railway by the successful tenderers and in the event of the failure to do so within the specified limit, the EM shall be forfeited.

6. The tenderers should sign each page of the tender documents and indicate in the tender form in which capacity and authority he/they sign and submit the tender or the Power of Attorney should be submitted along with the tender.
7. The tenderers are required to furnish with their offer Earnest Money @5% (five percent) of the offer value subject to minimum of Rs.10,000/- & maximum of Rs.2 Lac/- with a stipulation that full **10%** Security deposit shall be made by the successful tenderer before entering into Sale Price Agreement. **Offers not accompanied by earnest money will be summarily rejected.** No interest shall be payable on the earnest money/security money deposited. The earnest money must be only in any of the following forms:
 - i) Cash or by Demand draft directly with the Divisional Cashier and Pay Master, Northern Railway, New Delhi and it must be in favour of FA&CAO/SAB/N.Rly. New Delhi. Cheques will not be accepted. If the earnest money is deposited in cash, the receipt for the same from the Divisional Cashier must be attached with the Tender, without which the tender will not be considered.
 - ii) Treasury savings deposit certificate/Ten Years Defence Deposit/National Plan Certificate/12 years National Defence Certificate. These should be pledged in the name of FA&CAO/SAB/N.Rly., Baroda House, New Delhi.
 - iii) Deposit as Cash receipts, pay orders and demand drafts. These should be of the Nationalized Banks or from any Scheduled Banks of India approved by RBI and drawn in the name of FA&CAO/SAB/N. Rly./Baroda House./New Delhi giving reference of the tender number and due date.

The Earnest money of the unsuccessful tenderers shall be refunded soon after the finalization of the tender. In case of successful tenderer the earnest money/security money deposited by them against the tender, will be retained till successful and satisfactory completion of Sale Price Agreement.
8. The Railway Administration may reject any tender without assigning any reason and may not accept the highest or any other tender.
9. Instructions to tenderers (Section I) and terms & conditions of Sale Price Agreement (Section II) should be submitted by the tenderer duly signed along with their offer.
10. Tender signing authority can be any one of following:
 - i) A single person trading under his own name should sign his own name in full.
 - ii) A single person trading under a firm's name should sign the tender under his own name and write his firm's name in full underneath.
 - iii) In case of firm of more than one person the name of the partners must be filled in above and the tender be signed by one of the partners who should sign first in the firm's name and write his own name in full underneath.
 - iv) In case where tender is signed by a person or a partner of a firm or on behalf of the proprietors of their partnership firm, the tenderers shall undertake the whole responsibility in respect of the authority in favour of such person who signed the tender to bind the firm and he shall produce power of attorney issued in favour of such persons.
 - v) In case of limited company one of the Directors or the Managing Directors should sign therein.

11. (i) The Sale Price agreement will be valid for 12 months from the date of issue of the Sale price agreement. However there is no commitment on the part of Railway Administration for the minimum quantity which can be ordered for sale during currency of price agreement.
- ii) The Purchaser will be required to take delivery of the material as per the sale memo issued by the authorized representative of the Administration. Normally, Sale Memo will be issued fortnightly/monthly basis, as per the arising of the material. However, if any accumulation exists, the entire quantity available as per sale memo will be required to be lifted by the purchaser. If the existing accumulation is more than the normal arising, the Administration can issue Sale Memo for such quantities and the purchaser will be required to lift the entire material as per the sale memo issued by the Railway Administration.
- iii) Loading/unloading of the material will be done by the purchaser at their own expenses. In the event of purchaser requiring facilities from Administration, the same will be provided at the discretion of the Administration on payments as per rule and regulations of the Railway Administration.
- iv) Each Sale Memo will be considered a separate Sale order. Purchaser will be required to deposit full sale value for the quantity mentioned in Sale Memo and terms and conditions of Sale Price Agreement.
- v) **The tender form should be filled up neatly in indelible ink. All rates must be entered in words as well as in figures and with all corrections initialed.**

SECTION II

TERMS AND CONDITIONS OF SALE PRICE AGREEMENT (SPA)

- 1.a) Representative of Northern Railway inviting Tenders & signing on behalf of the President of India shall herein after be called "Administration" and the firm to whom the letter of acceptance shall be issued shall be hereinafter called the **Purchaser**".
 - b) The powers upon the President of India by these conditions and all consents, directions, discretions and approval to be given by him (unless otherwise expressly provided by these conditions) may be exercised and given by the Controller of Stores Northern Railway, Headquarters Office, Baroda House, New Delhi for the time being or any other officer deputed by the Controller of Stores for that purpose.
 - c) Any notice to be served on the purchaser shall be deemed to have been sufficiently served, if delivered or left at or sent by registered post addressed to the purchaser at his last known place of business. Any notice to be served by the purchaser on the President of India shall be deemed to be sufficiently served, left at the office of the Controller of Stores, Northern Railway Headquarters Office, Baroda House, New Delhi.
2. a) Quantities specified in the Schedule of Material and quantities shown on as is where is basis are approximate. The description and quantity of the material in the schedule of material is meant only to give a rough idea of the type and quantity of material offered for sale and no guarantee/warranty is given towards quality and quantity that may be made available to the purchaser. The Railway Administration accepts no responsibility whatsoever for any variation in the description or quantities. No compensation shall be paid in respect of any such variation or errors in description or quantity. The material will be delivered on "as is & where is basis". The principle of caveat emptor shall apply. No complaints regarding quantity/ quality of the materials sold will be entertained by the Railway Administration. Intending tenderers shall be considered to be aware of the general nature, quantity and quality of the materials that will be sold to them before submitting their tenders.
 - b) **The Contract shall be deemed to have been concluded after issue of each sale memo i.e. contract will be binding by issue of sale memo i.e. sale consideration and definite time frame of delivery for lifting of scrap.**
 - c) "There is **no** commitment on the part of Railway Administration for minimum quantity which can be ordered for sale delivery during currency of Sale price agreement. The contract shall come enforce on issue of Sale Memo. . However, the Railway Administration can increase the quantity by 25% during the currency of the contract.
3. The number of Sale Memo shall be limited to the quantity specified in the Tender & resultant agreement/ contract on annual basis, as per Schedule of Tender. Northern Railway administration reserves the right to withdraw the quantity at any stage and resort to any other modes of sale (by Tender or Auction) within the validity Period of Sale Price Agreement.

- 4 a) The contract will be operated through the issue of Sale Memo from time to time by the concerned Depot officer/Officer-In-Charge within the currency of the Sale Price Agreement entered into by Controller of Stores, Baroda House, New Delhi. The quantity of the Sale Memo to be issued by the depot shall not exceed 100MTs. The depot however, reserves the rights to issue more than one Sale memo in a month. The purchaser shall not be entitled for any damage, in whatsoever form for **non issue of Sale Memo**.
- b) The **full purchase price** should be paid by the purchaser in cash to the Divisional Cashier and Pay Master, Northern Railway Delhi or Divisional Cashier & Pay Master Delhi or Divisional Cashier and Pay Master concerned **within 10 days** from the date of Sale Memo issued by the depot officer/Officer-In-charge concerned. If the payment is not made within **10 days** from the date of Sale Memo issued by the Depot Officer/Officer-In-charge concerned, further extension, may be granted, but **not beyond 40days** from date of issue of Sale Memo under any circumstances, on written request from purchaser by the Hd. Qrs. Office with interest @ 7% above PLR of State Bank of India or as applicable at the time of issue of sale memo. In case of failure, the sale will be treated as cancelled at the discretion of the Controller of Stores.
- c) The full purchase price can also be paid by the firm in the form of State Bank of India deposit at call receipt/ demand draft of any Nationalized Bank in favour of the Financial Advisor & Chief Accounts Officer (SAB) N. Rly. New Delhi. However, it may please be noted that the receipt for the same will be issued by Divisional Cashier on realization of the amount of demand draft.
5. The material can only be removed from Railway premises on production of Sale memo issued from the Railway Administration concerned. In case purchaser does not present himself for taking delivery and desired that the delivery may be given to his representative, a power of attorney on a Non Judicial stamp paper as in the enclosure proforma (Annexure-I) duly executed before and authenticated by Notary Public or any law court Judge or Magistrate may be furnished to the Railway Administration at the time of taking delivery of the material.
6. The purchaser shall be bound to remove the material fully **within 21 days** from the date of issue of Sale Memo. No extension of time is warranted by the circumstance and agreed to by the Railway Administration, the purchaser will be liable to pay ground rent to the Railway at the rate of half ($\frac{1}{2}$ %) per day of the material remained un-removed, subject to **minimum** of Rs.20/- per day per lot. Such extension shall be granted solely at the discretion of the Administration.
- (a) Normally no extension for more than one month beyond the delivery period within which the purchaser is supposed to remove the material shall be granted and material un-removed within the free delivery period or the extended delivery period shall be liable to be disposed off by the Controller of Stores, in such manner as at the entire risk and sale of the purchaser and he will not be entitled to any compensation whatsoever for the material having been so disposed off by the Controller of Stores. No interest shall be paid to the purchaser on the amount deposited by him and subsequently found refundable to them under any circumstances.

7. It is to be distinctly understood that the delivery of the material will exist on the principle of "as is where basis is". The purchaser should give three days advance notice to the officer in-charge for granting the date on which he intends to commence delivery. Delivery will not be effected on Sundays and Gazetted holidays or holidays observed at the said place. Delivery of the materials will be affected in the normal working hours. In order to complete delivery within the working hours all loading must be closed half an hour before the closing time.
- 8.a) In the event of the loading by Railway's labour the purchaser will not bring outside labour in the Railway's premises to handle or load the material purchased by him. The material will be handed and loaded by the Railway Administration for which loading charges at the rate to be fixed by the Railway will be recovered from the purchaser in advance. The present rate of loading charges is Rs.50/- per M.T.
- b) In the event of the loading of material by the purchaser's labour the following conditions will apply.
- i) The labours of the purchaser shall be allowed to enter the Railway premises on identification cards which will be issued by the officer concerned:
 - ii) The purchaser will be entirely responsible for any loss, damage etc. suffered by or injury sustained by the labourers within the Railway premises under any circumstances. Purchaser shall not be entitled for any claim in that case. The purchaser or his labourers shall not be permitted to stay in the Railway premises after closing hours of the depot.
 - iii) The Railway administration reserves the right to check up the contents of the materials already delivered and loading of vehicles etc. before it actually leaves the sites and no claim from the contractor for detention to vehicle will be entertained by the Railway Administration on this account.
 - iv) In case, the purchaser wishes to remove the material by rail the purchaser will make his own arrangement for the allotment of wagons. After loading by the purchaser and dispatch of the same to the destination shall be undertaken by the purchaser directly.
 - v) The administration does not undertake to obtain priority in allotment of wagons to the purchaser. The purchaser shall pay freight and other charges in accordance with the rates enforced from time to time.
 - vi) No power can be given to the purchaser except by special arrangement with the mechanical department. The crane charges shall be paid to the in-charge at sub-station separately.
 - vii) In case the material is dispatched by train responsibility of Railway administration shall cease immediately once the material has been lifted. The material will be carried at the cost and risk of purchaser and no claim will be entertained by the Controller of Stores for any shortage which may be discovered after the material have left the site. The dispatching of the consignment must be under taken by the purchaser. The purchaser must provide his own bag, box cases, if necessary, for the arrangement if necessary to book the wagons.
 - viii) Once the charge of condemned stock has been made over to the purchaser, the Railway Administration shall not accept any responsibility whatever for the safe guarding of the purchased stores.

9. The earnest money/security money shall be forfeited if the purchaser without sufficient cause fails to deposit price of materials within the period specified in the Sale Price Agreement. In such event, the Sale Price Agreement shall be cancelled at the risk and sale of the purchaser without any further reference to him and the material will be disposed off by the Controller of Stores in the most suitable manner in the given circumstances and the difference between the price fetched on such sale and the price tendered shall be recovered from the purchaser additionally. The purchaser will be liable to make good to the Railway any other losses sustained on such re-sale and the same will be recovered by the due process of law.
10. The material will remain the Railway property unless and until all the conditions of the sale are fulfilled. The mere payment of the purchase price does not constitute the complete purchase and the material will become the property of the purchaser only after the sale has been completed. The Railway Administration shall not be in any circumstances whatsoever be liable for any theft or mis-appropriation or loss by fire or any other loss through any cause whatsoever which may occur after all the formalities for sale are completed.
11. Sale Tax or any other taxes whenever is in force shall be payable by the purchaser.
12. The purchaser shall not be entitled to any 'Free-Pass' over the Northern Railway or any other Railway.
13. The time shall be deemed to be essence of contract.

14. **ARBITRATION**

- a) In the event of any question, dispute or difference arising under these conditions or in connection with the contract (Except as to any matters the decision of which is specially provided for the tender documents/ tender conditions) the same shall be referred to the sole arbitration of any arbitrator appointed by the General Manager of the Railway Administration who shall appoint Railway Officers as arbitrator. The Officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters which the contract relates or who in the course of their duties as Railway servants have expressed views on all or any of the matters under dispute or differences. The award of the arbitrator shall be final and binding on the parties to this contract.
- b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the appointing authority to nominate another arbitrator in the aforesaid manner. Such person shall be entitled to proceed from the stage at which it was left by his predecessor.
- c) It is further a terms of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible the matter is not to be referred to arbitration at all.
- d) Upon every and any such reference the assessment of the cost to the reference shall be in the discretion of the arbitrator.
- e) Subject to aforesaid, the Arbitration Conciliation Act 1996 and the rules, there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- f) The venue of arbitration shall be the place from which the acceptance of offer contract is issued or such other place as the arbitrator at his discretion may be determined.

EAD AND ACCEPTED.

(Signature of the proprietor of the partner of the firm)

Name in full _____

ANNEXURE-1
SPECIAL POWER OF ATTORNEY

I (Name and Address) the Contractor, being the purchaser of material against Adv. Tender No. -----due on -----and having paid the full amount of Rs. -----towards the cost of material against the said material authorize/nominate and appoint Sh.M/Name & Address) to received all the things, goods and articles from the Controller of Stores, Northern Railway, Baroda House, New Delhi and to pass receipt thereof for and on my behalf.

And I hereby agree that all the acts deeds and things done by said attorney shall be constructed as acts, deeds and things done by me. I undertake to satisfy and confirm all whatsoever that said attorney shall cause to be done for me by virtue of the power hereby given.

In witness of, I have signed this deed on this day of -----.

1. Witness -----
2. Witness -----

Signature of the tenderer

Special power of attorney is to be executed on Non-Judicial stamped paper worth Rs.3/- when executed in Punjab/Haryana Rs.20/- when executed in Delhi worth Rs.2.50 when executed in U.P. If it authorizes a person to act in single transaction and General power of Attorney on the stamp paper worth Rs.15/- when executed in Punjab/Haryana Rs.10/- when executed in Delhi and Rs.7/- when executed in U.P. It authorizes a single person to act generally.

In case of Rajasthan, the power of attorney to be executed non-judicial stamped paper worth Rs.2/- of it authorized one person to act in single transaction of worth Rs.7.50 when it authorized not more than five person to net jointly and several in more than one transaction or generally and worth Rs.15.00 when it authorizes more than five persons to an un-authorized person.

The power of attorney should bear the specimen signature of the agent to guard against delivery of material to an unauthorized person.

A special power of attorney shall be presented to the Officer concerned in whose charge the stores are held. Such Officer may refuse to entertain/accept the same and it shall in all cases be for the purchaser to satisfy such officer that the authority is genuine. The delivery by proxy will be at purchasers sole responsibility and risk and no claim can be lodged against the government for any act whatsoever if delivery is effected to wrong person

CHECK SHEET FOR BIDDERS

The tenderes are requested to check their offer/bid before submission of tender with special reference to the following:

- | | |
|--|--------|
| 1. Whether Tender Cost Deposited | YES/NO |
| 2. Whether all the pages of tender documents signed | YES/NO |
| 3. Whether Earnest Money Deposited | YES/NO |
| 4. Whether Rates quoted both in words & figures | YES/NO |
| 5. Is there any deviation from the tender conditions | YES/NO |
| 6. Whether quoted for full tendered quantity | YES/NO |
| 7. Whether PVC Clause accepted as per tender | YES/NO |
| 8. Whether complete address with PIN CODE furnished | YES/NO |
| 9. Whether Contact No. (Telephone/Mobile) furnished | YES/NO |
| 10. Whether FAX No. furnished | YES/NO |
| 11. Whether Offer kept valid for 90 days | YES/NO |