

M.P. TEXT BOOK CORPORATION
PUSTAK BHAWAN ,ARERA HILLS,
BHOPAL ---462011

TENDER NO. P-4/2009-2010

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TENDER DOCUMENT FOR SUPPLY OF
230 GSM "COATED M.G. COVER PAPER "
(IN SHEETS)

Submission of tender

Before 2.00 P.M.

On 18.09.2008

Issued to

Date and time of opening of Technical Bids

2.30 P.M. on 18.09.2008

Date and time of opening of Commercial Bids

11.30 A.M. on 19.09.2008

MANAGING DIRECTOR
M.P. TEXT BOOK CORPORATION
BHOPAL

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TERMS AND CONDITIONS FOR SUPPLY OF 230 GSM "COATED M.G. COVER PAPER "

1. *The Managing Director, M.P. Textbook Corporation invites sealed tenders for supply of 1800 M.T 230 G.S.M. Coated M.G. Cover Paper in sheets (approximately 1700 MT paper to be used for printing of textbooks -Item A of Annexure-VIII & 100 MT paper to be used for other purposes -Item B of Annexure-VIII)as specified in Annexure-II. The bidding is open to all the eligible bidders who qualify for bidding under the prescribed terms and conditions.*
2. *Interested eligible bidders may obtain the tender document, from the office of the Managing Director, M.P. Text Book Corporation," Pustak Bhawan" Arera Hills, Bhopal, on any working day upto 1.30 P.M. on 18.09.2008, on payment of cost of tender document (non-refundable) Rs. 2000/- (Rs Two thousand only). The tender document can also be had by download from the website of the Corporation (www.mptbc.nic.in) and can be used as tender document. In such case the cost of tender document Rs. 2000/- (Rs. Two Thousand only) shall be paid by Demand Draft of any Schedule Bank, in favor of Managing Director, M.P. Text Book Corporation, payable at Bhopal and has to be submitted along with the technical bid, failing which tender shall be rejected. This tender document is non transferable.*
3. *The bid shall be submitted in two sealed covers super scribed with words "**COVER A : TECHNICAL BID FOR SUPPLY OF 230 G.S.M.COATED M.G.COVER PAPER (P-4) FOR THE YEAR 2009-2010 DUE ON 18.09.2008.**" and "**COVER B : COMMERCIAL BID FOR SUPPLY OF 230 G.S.M.COATED M.G.COVER PAPER (P-4) FOR THE YEAR 2009-2010**".*
4. *Bids complete in all respect, in two sealed covers i.e. (i) TECHNICAL BID in cover A (Form A) Annexure-V and (ii) COMMERCIAL BID in cover B (Form B)Annexure-VIII must be received by post or dropped in the tender box in the office of undersigned latest by 2.00P.M.on 18.09.2008. Bid received after the deadline for submission of bids, shall be rejected.*

5. *The TECHNICAL BIDS of all the tenders received within the prescribed time limit, will be opened in the presence of bidders or authorized representatives of bidders (maximum two), who may wish to attend the opening of bids in the office of, M.P. Text Book Corporation, Arera Hills, Bhopal at 2.30 P.M. on 18.09.2008. No rates should be quoted in the technical bid in form "A", rates should be quoted in the commercial bid in form "B" only.*

6. *The COMMERCIAL BIDS of the bidders, whose technical bid is qualified under the terms and conditions of document and whose paper samples fulfill quality requirements as specified in Annexure - II, will be opened in the presence of bidders or authorized representatives of bidders (maximum two), who may wish to attend the opening of bids in the office of, M.P. Text Book Corporation, Arera Hills, Bhopal at 11.30 A.M. on 19.09.2008.*

"The bidder is supposed to submit paper test report from any of the prescribed laboratory along with prescribed number of paper samples duly certified by the mill/unit and also by the testing authority giving prescribed details concerned, failing which the tender shall be rejected. (Refer section 8 (n), (o) of Annexure-I and Annexure-VII)."

For the opening of the COMMERCIAL BID the decision of Managing Director M.P. Text Book Corporation shall be final.

7. *The rates must be quoted both in words and figures. In case of any difference or discrepancy in words and figures of the quoted rates, the rate which ever is lower shall be considered. The person duly authorized by the bidding mill to enter into contract with the corporation, shall sign the bid. Proof of authorization shall be furnished in the form of registered power of attorney, which shall be annexed with technical bid.*

8. **Eligibility and qualification requirements:**

No tender shall be considered valid if :-

(a) *the production capacity of the mills is less than 20,000 Metric tons (Twenty thousand Metric tons) in a financial year. Certificate from the Central Excise Department, must be furnished*

- indicating clearly that the department has cleared 20,000 M.T.(Twenty thousand Metric tons) paper, during the financial year 2007-2008(Format attached);*
- (b) the bidding document has not been purchased by the bidder from M.P. Textbook Corporation and in case the downloaded document is being used, the demand draft of the cost of the document is not enclosed,*
 - (c) it is not submitted in prescribed form and not accompanied with earnest money of Rs. 5,00,000/- (Rupees Five lacs only) by Demand Draft in favour of Managing Director, M.P. Textbook Corporation, Bhopal, payable at Bhopal;*
 - (d) the rates are not quoted for full quantity (i.e.1800 M.T.) of 230 G.S.M. Coated M.G. Cover paper;*
 - (e) the tender is conditional and inconsistent with the terms and conditions of the this tender document ;*
 - (f) rates of products of more than one paper mills/Units are quoted;*
 - (g) rates have not been quoted for both the items (i.e. Item A and Item B of Annexure-VIII) more than one rate is quoted either for paper to be used for textbooks(item -A of Annexure VIII) or for paper to be used for other purposes(item -B of Annexure VIII);*
 - (h) a mill submits more than one tender or authorises the submission of more than one tender on its behalf;*
 - (i) authority of the concerned mill to the effect that the bidder has been authorised to submit tender on its behalf and if an order is placed with the bidder, the mill undertakes to supply the required paper in time, is not enclosed with the bid;*
 - (j) the technical and commercial bids have not been signed by the authorized person;*
 - (k) rates for 230 G.S.M. Coated M.G. Cover Paper in sheets per metric ton F.O.R. M.P. Textbook Corporation, Central Depot, Bhopal inclusive of CST/commerical Tax/octroi (if any) and any other taxes and duties applicable, are not quoted. At present the rate of Central Excise duty is*

nil (As per central excise rule) for the paper to be supplied to State Textbook Corporations which is used for textbooks. Please clearly specify at what rate of Central Excise duty the rates have been quoted and whether 'declaration' regarding usage of paper is required from the Corporation or not for the paper, which is used for textbooks;

- (l) the weight of the wrapper, Hazien cloth etc. is included in the rates quoted for the paper to be used for printing of textbooks. ;*
- (m) bid is received after the dead line for submission of bid;*
- (n) bid is not accompanied with 5 (Five) sample sheets of A-2 (42x59.4 cm) size of 230 G.S.M Coated M.G.Cover paper of prescribed quality each duly signed by the Bidder & the testing authority indicating the size, weight, G.S.M. and name of mill/unit thereon at prescribed place and PAPER TEST REPORT which is obtained after issuing of the notice of this tender, from either Central Pulp and Paper Research Institute ,Saharanpur or Department of paper Technology , Indian Institute of Technology, Roorkee, showing conformity with the quality requirements as mentioned in Annexure -II.*

Note: The samples submitted along with the Technical Bid, except at the prescribed place as mentioned in Annexure -VII should not bear any identification mark of any type. Contravention to this shall result into cancellation of the bid.

- (o) the samples and paper test report submitted along with Cover `A': Technical Bid have not been signed and stamped at prescribed place as described in this tender document and displayed at Annexure- VII , by the authorized person of manufacturing Mill/Unit and the aforesaid testing laboratory .*

9. **BID DOCUMENTS:** *The bidder is expected to read carefully all instructions, conditions, tender form, appendix to tender form, agreement format, specifications, annexures, schedules in the bid document. Failure to comply with the requirements of bid submission shall strictly be at the bidders risk. Bids, which are not substantially responsive to the requirements of the bid documents, shall be rejected without assigning any reason to the bidder.*
10. *The process of interpretation, evaluation and comparison of bids and recommendations concerning the award of the contract shall not be disclosed to the bidders or any other person. **CANVASING IN ANY FORM SHALL RESULT IN CANCELLATION OF THE BID.** After submission of bid no communication from the bidder in any form either in writing or oral in support of bid clarification, explanation supplement shall not be entertained. Such communication will be strictly treated as canvassing.*
11. **EARNEST MONEY: -**
- (a) *Earnest money shall be forfeited:*
- (i) *If the bid is withdrawn at any time prior to its rejection; or*
- (ii) *If the bid is withdrawn before or after its acceptance is communicated to the bidder or,*
- (iii) *If the successful bidder fails to execute the agreement within 10 days of the issue of letter of acceptance.*
- (b) *Earnest money of unsuccessful bidders will be refunded as early as possible.*
- (c) *Earnest money of successful bidder may be adjusted against Security Deposit at the time of the execution of the agreement, if the bidder requests to do so in writing.*
- (d) *No interest will be paid on Earnest Money and/or Security Deposit.*
12. (a) *The rates and prices quoted by the bidder shall be fixed and unchanged for the duration of the contract and shall not be subject to adjustment or change on any account. However the Corporation will accept revision (higher/lower) in rate only in the event of any revision to the*

basic rate of Excise Duty as applicable on the date of agreement, if effected by the Govt. of India.

(b) The corporation will not consider any claim for revision of the rates due to a higher quantity slab of Excise levy affected by the Govt. of India, although payable by the manufacturing mills.

13. **BID VALIDITY PERIOD** : Bid shall remain valid and open for acceptance for a period of 180 days from the date of bid opening..
14. **The Managing Director reserves the right to accept or reject any bid or all the bids without assigning any reason whatsoever, (at any time prior to the award of the contract) without incurring any liability to the affected bidders and any obligation to inform the affected bidders of the grounds. He also does not bind himself to accept the lowest tender.**
15. The Managing Director reserves the right to place orders with one or more than one bidders in any manner as he may deem fit. If a bidder participates in more than one tender of the corporation & the rates quoted by him are lowest in more than one tender, the Managing Director reserves the right to place the orders in a manner which is in the interest of the corporation. He further reserves the right to Increase/Decrease the quantity of the order by 40% of the tendered quantity.
16. If considered necessary in the interest of M.P. Textbook Corporation, the Managing Director reserves the right to enter into negotiation with the lowest tenderer for the purpose of obtaining reasonable rates. (Notification no. F-2/3/2004/rule/four dated. 5/05/2005 of Government of M.P, Finance Department, shall be complied with.)
17. Circular no. F-6-8/03/11-अ dt. 19/02/2003 of department of commerce and industry, government of M.P. as far as it is applicable to MPTBC will be complied with.
18. Submission of the bid shall be deemed to be the acceptance by the bidder of all the terms and conditions contained herein.

19. *The successful bidder shall execute an agreement within 10 days of the issue of letter of acceptance in prescribed form.*

20. **SECURITY DEPOSIT :**

(a) *While executing the agreement the successful bidder shall deposit security amount equal to 5% of value of the ordered quantity by Demand Draft in favor of Managing Director, M.P. Textbook Corporation, Bhopal, payable at Bhopal or shall submit bank guarantee issued by nationalized bank of the amount equal to 10 % of the value of the ordered quantity, valid for two year. The format of the bank guarantee is annexed as annexure-III. However, if the successful bidder so requests in writing, the earnest money may be adjusted against the aforesaid security amount. The agreement shall not be executed unless the security deposit has been deposited in full or the bank guarantee of the prescribed amount has been submitted.*

(b) *The security deposit will be returned, as early as possible, on satisfactory performance of the contract.*

21. **SCHEDULE AND MODE OF SUPPLY/DELIVERY:**

(i) *The total tonnage of 230 G.S.M. Coated M.G. Cover paper as specified in ANNEXURE-II & ordered shall be in conformity with approved size and quality specifications mentioned in Annexure-II and elsewhere in the tender document. Paper shall be supplied in batches in any or all the sizes and in quantities as per delivery schedule ordered by the Managing Director. The delivery schedule may however be revised by the Managing Director if warranted by exigencies of work of the Corporation. The successful bidder shall be bound to effect deliveries in accordance with the revised supply schedule without claiming revision of the rates. The date of supply shall be the date on which the consignment reaches the required destination.*

(ii) *Paper may be required to be supplied to the consignee/consignees as per despatch order to be given by the Managing Director, M.P. Textbook Corporation. The difference in freight due to change in consignee's destinations, if any, will be subsequently paid to or deducted from the*

- bill of the supplier, as the case may be. In such cases it shall be the duty of consigner/consignee, other than M.P. Textbook Corporation, to ensure that the paper supplied is of the quality specified by the Corporation and the Corporation may require that the supplier produces certificate from approved agency/agencies in this regard.*
- (iii) *Relevant Railway Receipt /Motor Receipt shall be sent free and direct to the consignee (s) freight prepaid.*
- (iv) *The M.P. Textbook Corporation shall not be responsible for damages, losses, thefts, pilferages, fire, accidents and demurrages etc., if any, incurred to the consignment during transit and these shall be borne by the supplier.*
- (v) *The consignment (s) shall be sent to the consignee(s) securely packed so as to withstand rough handling and protection from vagaries of nature during transit. The packing shall be in full conformity with Bureau of Indian Standards specification IS 6211:1993 & points 5 of IS 1848:1991 with latest amendments.*
- (vi) *The dispatch of each consignment shall be immediately communicated to the Managing Director, M.P. Textbook Corporation/consignee with the relevant details of Railway Receipt /Motor Receipt.*
- (viii) *In respect of paper in reams, the covering despatch/delivery challans shall indicate only the nett weight (Pure paper substance) of paper with ream numbers of each lot.*
22. **PENALTY:** *If paper is not received at the ordered destination within the period specified in clause 21(i) penalty for delay will be imposed @0.10% per day of delay on the purchase value of paper supplied delayed. The delayed supply will be adjusted in successive supplies. However, the Managing Director, in special circumstances may condone the delay. The penalty can be imposed even if the delay in supply has not resulted in any financial loss to the Corporation. (See clause 24 & 27).*

23. **RIGHT TO REFUSE/REJECT THE SUPPLIES:**

(a) *Paper supplied shall conform to the quality specification mentioned in Annexure-II and as ordered by the Corporation. The Managing Director reserves the right to refuse to accept the paper if found:-*

(i) *Inferior in quality & improper packaging of paper in reams etc. or not conforming to the specifications mentioned in Annexure-II.*

(ii) *Other than specified and ordered by the Managing Director.*

OR

(iii) *For any other sufficient reason at his discretion.*

(b) *In case the supply of paper is rejected, the supplier at his own cost shall take back the supply not accepted within the period prescribed by the textbook Corporation. Corporation shall not be liable for the supply not accepted. It shall be the responsibility to supplier to convert the supplies not accepted into pulp only.*

24. *The Managing Director reserves the right to deduct from the running bill, the cost of damaged or torn reams and also of the sheets found short. If the edges of the reams are found damaged with cuts etc. and if paper strips or inside cuts are found in reams, suitable deduction to the extent of paper loss shall be made.*

25. **PAYMENT:**

(i) *90% payment will be released, as far as possible; within 10 days of the receipt of the bill provided the consignee submits the bill with proof of actual receipt of the consignment.*

(ii) *The remaining 8% will be released or adjusted, as the case may be, after receiving final report from the consignee(s) indicating actual receipts, shortage, outer visible damages, demurrage etc. if any, and/or after obtaining a laboratory test report if the Managing Director considers it necessary. The supplier will submit Income Tax clearance certificate before the last payment, otherwise deduction will be made as per rule.*

- (iii) *The balance 2% will be released after a period of 6 months form the date of last supply as a safeguard against manufacturing defects which may be revealed on actual use of the material in printing*
26. *Weight of the wrapper, etc. of the ream shall be excluded from the gross weight and net weight shall be considered as the quantity supplied.*
27. *The Managing Director, M.P. Textbook Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions, commensurate with the losses incurred. Penalty for delayed supply will however be imposed as mentioned in clause 22.*
28. *The Managing Director, M.P. Textbook Corporation may also cancel the order in part or whole, if there is breach of any of the above noted term(s) and conditions and recover the additional liability incurred by the Corporation in the process from the default supplier. In the event of cancellation of the contract the security amount of the supplier shall stand forfeited / by invoking the bank guarantee for the full security amount shall be recovered, without any liability to the Corporation.*
29. *It shall be the duty of the supplier to attend to and rectify all the complaints pertaining to the manufacturing defects of paper supplied revealed at any stage.*
30. *If anything regarding technical specifications is not clearly mentioned in the bid documents, the differences arising out on such points will be settled as per the provisions of Bureau of Indian Standards (BIS) in that regard.*
31. *Supply of paper must start within 30 days from the date of issue of "Letter of Acceptance"*
32. **ARBITRATION:** *All disputes and differences arising out of the agreement or any breach of contract shall be referred to arbitration by the sole arbitrator Principal Secretary/Secretary, School Education Department, Govt. of M.P., Bhopal or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The provisions of Arbitration & Conciliation Act' 1996 shall apply to the proceedings before the Arbitrator.*

33. *That, if any dispute arises out of this tender before the agreement is signed, it shall be subject to the jurisdiction of the Hon'ble Madhya Pradesh High Court, Jabalpur only. After the execution of the agreement, if any dispute arises, clause 32 of this tender document shall be applicable.*

Managing Director

M.P. Textbook Corporation, Bhopal.

**SCHEDULE OF SPECIFICATIONS FOR COATED MACHINE GLAZED
COVER PAPER IN SHEETS**

1. *Quality Requirement:*
- | | |
|---|---------------------|
| <i>GSM</i> | 230 |
| (Minimum 15 GSM coating on both sides) | |
| <i>Tear (min.)</i> | |
| <i>Each direction</i> | 50 |
| <i>PH</i> | 5.5 to 7.5 |
| <i>Breaking Length (Min.) in meters</i> | |
| <i>MD</i> | 3500 |
| <i>CD</i> | 2500 |
| <i>Bendston Smoothness of</i> | |
| <i>Both side</i> | 150 ml./min. |
| <i>Double fold strength (min.)</i> | |
| <i>CD</i> | 15 |
| <i>MD</i> | 18 |
| <i>Opacity (min.)</i> | 85 |
| <i>Gloss (%) (min.)</i> | 55 |
| <i>Moisture</i> | 5.5 +/-0.5% |
| <i>Brightness(min.)</i> | 75 |
2. *Approximate quantity* **1800 M.T.**
3. *Sizes required* 61 x 86.5 cm and 53.5x74 cm
4. *Packing & Marking*
- 1.) IS 6211: 1993
&
2.) Point 5.1 & 5.2 of IS 1848:1991
5. **WEIGHT OF THE WRAPPER & HAZIEN CLOTH ETC. SHOULD BE EXCLUDED FROM THE GROSS WEIGHT & NETT WEIGHT SHALL BE CONSIDERED AS THE QUANTITY SUPPLIED.**
6. *Tentative supply Schedule*
- | <u>MONTH</u> | <u>QUANTITY(M.T.)</u> |
|----------------------|------------------------------|
| <i>October 2008</i> | 500 |
| <i>November 2008</i> | 500 |
| <i>December 2008</i> | 500 |
| <i>January 2009</i> | 300 |
-
- 1800 M.T.

FORMAT OF AGREEMENT

An agreement made at Bhopal this day _____ of _____ 2008, between Madhya Pradesh Textbook Corporation, Arera Hills, Bhopal M.P.(hereinafter referred to as the Corporation which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the one part.

AND

_____ Mill having its office at _____ (hereinafter referred to as the Supplier whose expression unless repugnant to the context and meaning thereof includes its assigns, successors and administrations) of the other part.

WHEAREAS the Corporation has invited tenders for supply of 230 G.S.M. Coated M.G. Cover paper in sheets vide tender No. P-4/2009-10 on the terms and conditions envisaged in the terms schedule issued with the tender form and purchased by the Supplier.

AND WHEARAS the Supplier having accepted each and every term and condition contained in the tender schedule submitted in his bid.

AND WHERAS the Corporation accepted the bid submitted by the Supplier vide its letter of acceptance dated _____ consideration of the promises and the mutual promises and undertakings hereinafter specified and for other good and valuable consideration this agreement witnesses and is hereby agreed to as follows:

- 1. The following documents shall form and be construed as part of this agreement:*
 - a. Agreement Deed*
 - b. The terms and conditions of the contract Annexure -I.*
 - c. Schedule of specifications for 230 G.S.M. Coated M.G. Cover Paper in sheets Annexure-II*
 - d. The letter of acceptance dated _____*
 - e. The bid submitted by the Supplier.*

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of Managing Director, M.P. Textbook Corporation shall be final.

2. *In consideration of the payment to be made by the corporation to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the corporation to supply in conformity with and in all respects with the provisions of the contract mentioned in Annexure-I accepting all the terms and conditions contained therein.*
3. *The corporation hereby covenants to pay to the Supplier in consideration of the supply of 230 G.S.M. Coated M.G. Cover Paper in sheets on the terms and conditions contained in Annexure-I the contract price at the time and in the manner prescribed by the contract and mentioned in Annexure-I.*
4. *The Supplier hereby covenants to supply 230 G.S.M. Coated M.G. Cover paper of the specifications mentioned in Annexure-II, on the terms and conditions mentioned in Annexure-I, in batches in any or all the sizes and in quantity as per delivery schedule order by the Corporation.*
5. *The Supplier has deposited full Security amount by bank draft or submitted the required bank guarantee and which shall be refunded to the Supplier by the Corporation, as early as possible, on the satisfactory performance of the contract, in the supply of 230 G.S.M. Coated M.G. Cover paper, unless forfeited by the Corporation.*
6. *The Corporation may revise the delivery schedule and the Supplier shall affect deliveries of paper in accordance with changed supply schedule without claiming revision in rates. The date of the supply shall be the date on which the consignment reaches the required destination. The supply order can be decreased or increased by 40% and the Supplier shall be bound to execute the supply of the additional quantity or reduced quantity on the same rates and on the same terms and conditions.*
7. *The Supplier hereby covenants to supply 230 G.S.M. Coated M.G. Cover Paper in sheets to the consignee/consignees as per despatch orders to be given by the Corporation, the difference in*

- freight being payable to the Supplier or deducted from the running bill submitted by the Supplier, as the case may be.*
8. *The Supplier covenants that in such cases where the Corporation requires the consignment of the paper to be delivered to a consignee at a particular place he will ensure that the 230 G.S.M. Coated M.G. Cover paper delivered to the consignee (Other than the Corporation) is also of the same quantity and same as mentioned in Annexure-I & II and in accordance with the despatch order and he shall also produce certificate from approved agency/agencies in this regard.*
 9. *The Supplier shall send relevant Railway Receipt/Motor Receipt free of cost direct to the consignee/consignees freight pre-paid.*
 10. *The Corporation shall not be liable /responsible for damages, losses, thefts, pilferage, fire, accident; demurrages etc., incurred to the consignment during transit and the Supplier bear the same.*
 11. *The Supplier covenants that the consignment/consignments of 230 G.S.M. Coated M.G. Cover Paper to the consignee shall be securedly packed so as to withstand the vagaries of nature, rough handling during transit and the packing of consignment/consignments in full conformity with Bureau of Indian Standards Specifications IS 6211:1993 and points 5.1 & 5.2 of IS 1848:1991with latest amendments. Hazien cloth used for packing of paper should not be less than 12 Onz.*
 12. *The dispatch of each and every consignment shall be immediately communicated to the Corporation/consignee concerned with relevant details of RailwayReciept/MotorReciept.*
 13. *In respect of reel, the covering despatch/delivery challan shall indicate only the net paper weight exclusive of weight of wrapper, hazien cloth, etc.*
 14. *The 230 G.S.M. Coated M.G. Cover paper supplied by the Supplier shall conform strictly to the quality & proper packaging of paper in reams etc. specified in Annexure-II in all respects and*

- as per despatch order. The Corporation reserves the right to refuse to accept the cover paper, if found not in conformity with Annexure-II and for any other sufficient reason in the discretion of the Corporation.*
15. *Supply of Cover paper for the reason of not being found in conformity with Annexure-II and for any other sufficient reason in the discretion of the Corporation shall be taken back by the Supplier at his own cost within the period granted by the Corporation. The Corporation shall not be liable for the supply not accepted by the Corporation. It shall be the responsibility of supplier to convert the supplies not accepted into pulp only.*
 16. *The Corporation reserves the right to deduct from the Running Bills cost of damaged or torn reams and also of the reams found short in supply. If the edges of the sheets are found damaged with cuts etc. and if strips or inside cuts are found in sheets, the cost of the same shall be deducted from the Running bills by the Corporation.*
 17. *90% of the payment for the supply of Cover paper, subject to the satisfaction of the Corporation to the effect that the terms and conditions of the contract have been observed in full, will be made within 10 days provided the bill is submitted with proof of delivery of consignment to the consignee.*
 18. *The remaining 8% will be paid or adjusted, as the case may be, after receiving final report from the consignee of actual receipt of Cover paper, shortage, other damages, demurrages etc. and/or after obtaining a laboratory test report, if the Corporation so desires.*
 19. *The balance 2% will be paid after expiry of the period of 6 months from the date of last supply of Cover paper as a safeguard against breach of terms of contract that may be discovered on actual use of the Cover paper supplied.*
 20. *The Security Deposit will be refunded as early as possible on satisfactory performance of the contract on the part of the Supplier.*

21. *For judging the quantity of Cover paper supplied by the Supplier, weight of wrapper of the ream shall be excluded from the weight and net weight of 230 G.S.M. Coated M.G. Cover paper only shall be considered.*
22. *If the paper is not supplied by the Supplier as per delivery schedule order by the Corporation, penalty for delay will be imposed by the Corporation at the rate of 0.10% per day of delay on the value of Cover paper supplied delayed. The delayed supply will be adjusted in successive supply/supplies. The Corporation may impose penalty even if the delay in supply has not resulted into any financial loss to the Corporation. The Corporation in exceptional cases may condone the delay entirely in its discretion.*
23. *The Corporation reserves the right to impose penalty for breach of any other term of the contract at its discretion to the extent of liability suffered by the Corporation or by forfeiture of the Security Amount.*
24. *The Supplier shall attend to and rectify all the complaints pertaining to the manufacturing defects of Cover paper revealed at any stage within 5 days.*
25. *If anything regarding technical specifications is not clearly mentioned in the Bid documents, the differences arising out on such points will be settled as per the provisions of Bureau of Indian Standards (BIS) in that regard.*
26. *All disputes and differences arising out of or in any way related to or concerning with this agreement shall be referred to arbitration and the sole arbitrator shall be the Principal Secretary/ Secretary, School Education Department, Government of Madhya Pradesh Bhopal or his nominee, whose decision shall be final and binding on the parties. All the provisions of the Arbitration & Conciliation Act' 1996 shall apply to the proceedings before the Arbitrator.*
27. *This agreement shall be valid upto a period of 6 (six) months after the entire supply required has been met.*

28. *The Supplier shall pay stampduty on the contract and legal charges for preparation of this agreement.*

IN WITNESS WHEREOF of the parties hereto have signed this agreement on the day & year referred to above.

WITNESS:

1.

1. MANAGING DIRECTOR

2.

2. Seal & Signature of Supplier

BANK GUARANTEE FORMAT
(For Performance Security)

1. In consideration of the Managing Director, M.P. Textbook Corporation, Bhopal (Hereinafter called "the Corporation") having agreed to exempt _____ (hereinafter called "the said Supplier") from the demand, under the terms and conditions of an agreement/ (purchase order) No _____ dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Supplier of the term and conditions contained in the said Agreement, of production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the Bank") at the request of _____ (Supplier) do here by undertake to pay to the purchaser an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Supplier of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation by reason of breach by the said Supplier of any of the terms or conditions contained in the said Agreement or by reasons of the Supplier' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of Corporation in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to, pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being obsolete and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Supplier/supplier shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/department) Corporation certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO YEARS (as stipulated in Purchase Order) from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved

from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. *This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier /Supplier.*

7. *We (name of the bank)_____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.*

Dated the _____ day of _____

*For _____
(Indicate the name of the bank)*

TECHNICAL BID : FORM -A

(To be submitted in envelope "A" super scribed with words in CAPITAL letters " COVER A : TECHNICAL BID FOR SUPPLY OF 230 G.S.M. COATED M.G. COVER PAPER IN SHEETS")

To,

The Managing Director
M.P. Textbook Corporation
Arera Hills, Bhopal -462011.

FROM: _____

E-Mail _____ Telephone _____ Cell no. _____

SUB :- TECHNICAL BID for supply of 230 G.S.M. Coated M.G. Cover Paper in Sheets

REF :- Your Tender Notice No. P-4/2009-10 dt. _____

Dear Sir,

In response to the above tender notice I/We submit our TECHNICAL BID FOR SUPPLY OF 230 G.S.M. Coated M.G. Cover IN SHEETS. I/We shall abide by all the terms and conditions envisaged in your tender schedule.

The following documents are enclosed herewith:

	<u>Clause No. (Annex.-I)</u>	
1. Central Excise (Clearance) Certificate (See Annexure –VI)	8(a)	Yes/No
2. EMD (DD of Rs. 5 Lacs)	8(c)	Yes/No
3. Bid is being submitted for full Quantity (1800 M.T)	8(d)	Yes/No.
4. POWER OF ATTORNEY	8(i)	Yes/No.
5. Whether 'declaration' regarding usage of paper is required from the Corporation or not for the paper to be used for textbooks	8(k)	Yes/No.
6. Five samples of 230 GSM Coated M.G. Cover Paper (without watermark) with seal & signature of the bidder at the place as prescribed in the tender document. (See annexure –VII)	8(n)	Yes/No

Signature of the bidders with Date and Seal

NOTE: 1).No rates should be quoted in the technical bid in form " A", rates should be quoted in the commercial bid in form "B" only.

2.) The successful bidder has to supply the 230 GSM Coated M.G.Cover paper to the corporation. The samples submitted along with the Technical Bid shall not bear any identification mark of any type except at the prescribed place as mentioned in Annexure -VII. Contravention to this shall result into cancellation of the bid.

EXECISE CLEARNACE CERTIFICATE FOR THE YEAR 2007-2008

*This is certified that Central Excise Department has cleared _____ M.T. paper of
M/s _____ during financial year 2007-2008.*

Seal & signature of Inspector/ Suptt.

Central Excise.

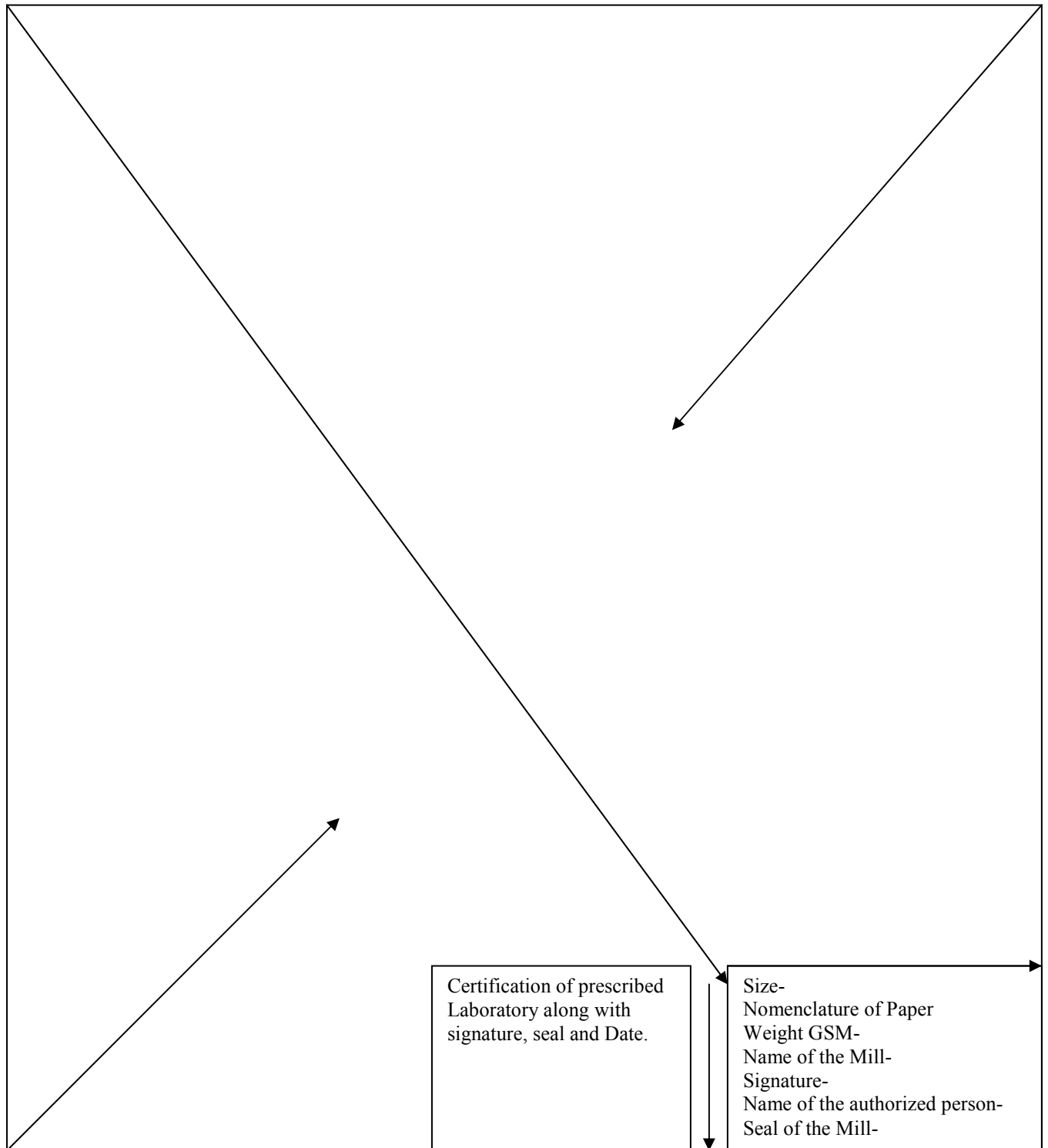
COUNTER SIGNED BY

Asst. Excise Commissioner or

An Officer of above rank.

Format for Submission of Samples
(230 GSM Coated M.G. cover paper)

Size of samples: A-2 (42 x 59.4 cm)



*Note: 1. Size of the seal not more than 6 x 6 cm.
2. No identification mark beyond the seal.*

COMMERCIAL BID : FORM-B

(To be submitted in envelope "B" superscribed with words in CAPITAL letters "COVER B: COMMERCIAL BID FOR SUPPLY OF 230 G.S.M. COATED M.G. COVER PAPER IN SHEETS")

To,

The Managing Director
M.P. Textbook Corporation
Arera Hills, Bhopal-462011.

FROM :

SUB :- COMMERCIAL BID for supply of 230 G.S.M. Coated M.G. Cover Paper in Sheets for the
academic year 2009-10

REF :- Your Tender Notice No. P-4/2009-10 DT. _____

Dear Sir,

In response to the above tender notice I/We quote our rate in the enclosed Commercial Bid
Form-B for 1800 M.T. 230 G.S.M. Coated M.G. Cover paper.

I/We shall abide by all the terms and conditions envisaged in your tender schedule.

Signature of the bidder with Date and Seal

M.P. TEXTBOOK CORPORATION

(To be filled in by the bidder)

COMMERCIAL BID FORM-B (230 G.S.M. COATED M.G. COVER PAPER IN SHEETS)

(Subject to all the terms and conditions issued by the M.P. Textbook Corporation)

T.NO. _____

Dated _____

RATES PER METRIC TONES

Item-A: 230 GSM Coated M.G. Cover Paper (Specification as mentioned in Annexure-II)
Sheets (53.5x75 cm and 61 x 84.5 cm.)

(1700 MT, to be used for Textbooks)

Rupees (in figures) _____

Rupees (in words) _____

Item-B: 230 GSM Coated M.G. Cover Paper (Specification as mentioned in Annexure-II)
Sheets (53.5x75 cm and 61 x 84.5 cm.)

**(100 MT, to be used for for
other purposes)**

Rupees (in figures) _____

Rupees (in words) _____

SIGNATURE OF THE BIDDER WITH DATE & SEAL

Note :-

1. Rates quoted must include CST/commercial Tax/Octroi (if any) and any other taxes applicable. At present the rate of Central Excise duty is nil for the paper to be supplied to M.P. Textbook Corporation (As per Central Excise rule). Please clearly specify at what rate of Central Excise duty the rates have been quoted and whether "declaration" regarding usage of paper is required from the Corporation or not.
2. If there is any over-writing or corrections in the technical bid or commercial bid and it has not been authenticated by the authorized person by his signature with date and seal the tender shall liable to be rejected.
3. The rates must be quoted both in words and figures. In case of any difference or discrepancy in words and figures of the quoted rates, the rate which ever is lower shall be considered.
4. As per clause 8 (g) of terms and conditions (Annexure-I) rates must be quoted for both items (i.e. Item A & Item B) and only one rate must be quoted for each item.