

TERMS AND CONDITIONS FOR SUPPLY OF 140/160 GSM PAPER

C.G. TEXT BOOK CORPORATION

**PLOT NO. B/4, M.R. COLONY, BEHIND C.G. BOARD OF SECONDARY EDUCATION
OFFICE, TAIGORE NAGAR, RAIPUR - 492 001**

TENDER NO. P-2/2006-2007

Tel. 0771-2422151 Fax : 2421531

**TERMS AND CONDITIONS FOR SUPPLY OF " 140/160 GSM MACHINE
GLAZED COVER PAPER**

Last date for receiving tender
(Local as well as by post)

**Up to 2.00 P.M.
On 30.09.2005**

Issued to _____

Date of opening

4.00 P.M. on 30.09.2005

**MANAGING DIRECTOR
C.G. TEXT BOOK CORPORATION
RAIPUR**

ANNEXURE-II

TERMS AND CONDITIONS FOR SUPPLY OF MACHINE GLAZED COVER PAPER

1. The Managing Director C.G. Textbook Corporation invites sealed tenders for supply of 140/160 GSM "Machine Glazed Cover Paper as specified in Annexure-I). The bidding is open to all the eligible bidders who qualify for bidding under the terms and conditions prescribed.

2. Interested eligible bidders may obtain the tender form from the office of the Managing Director C.G. Text Book Corporation, Plot no. B/4, M.R. colony, behind C.G. Board of Secondary Education Office, Taigore Nagar, RAIPUR on all working days, till 5.00 PM. on or before 30.09.2005 by paying a fee of Rs. 1000/(one thousand)- Bidding documents will be posted, if expressly so desired, at the risk of prospective bidder, on payment of a fee of Rs. 1000/(Rs. One Thousand only)- The Fees may be paid in cash or by way of a demand draft in favours of Managing Director, C.G. Text book Corporation Raipur, payable at RAIPUR (C.G.)

3. Bids complete in all respect, in two sealed covers i.e. TECHNICAL BID in cover A (Form A) and COMMERCIAL BID in cover B (Form B) must be received by the Managing Director, C.G. Textbook Corporation Raipur latest by 2.00 P.M. on or before 30.09.2005 The TECHNICAL BID of all the bidders will be opened in the presence of bidders or authorized representatives of bidders, who may choose to attend the opening of bids in the office of Managing Director, C.G. Text Book Corporation, Raipur at 3.00 P.M. on 30.09.2005 The COMMERCIAL BID of those bidders shall not be opened whose TECHNICAL BID does not fulfill the requirements of bid documents as mentioned in clause 5 of the terms and conditions (Annexure-II). The date of opening of commercial bids will be intimated to the bidders separately.

The decision of the "C.G. Textbook Corporation" shall be final in this regard (For the opening of the COMMERCIAL BID).

4. The rates must be quoted both in words and figures separately for the specified papers. A person duly authorized to bind the bidder to the contract must sign the bid. Proof of authorization shall be furnished in the form of registered power of attorney, which shall accompany the bid. The bid shall be submitted in two sealed covers & superscribed with the words "COVER A : TECHNICAL BID FOR SUPPLY OF M.G. COVER PAPER FOR ACADEMIC YEAR 2006-2007 DUE ON 30.09.2005 " AND "COVER B : COMMERCIAL BID FOR SUPPLY OF M.G. COVER PAPER FOR ACADEMIC YEAR 2006-2007 DUE ON 30.09.2005 In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered.

INSTRUCTIONS TO BIDDERS

5. ELIGIBILITY AND QUALIFICATION REQUIREMENTS:

No tender shall be considered valid if:

(a) The production capacity of the mills is less than 20000 tonnes (Twenty thousands Metric Tonnes) per year. Certificate, in the format attached herewith, from the central excise department, must be furnished indicating clearly that they have cleared 20000 M.T. tonnes (Twenty thousands Metric Tonnes) paper, during the excise year 2003-2004 (Format attached).

- (b) The bidding documents have not been purchased by the bidder from C.G. Textbook Corporation.
- (c) It is not submitted in prescribed form and not accompanied with earnest money of Rs. 1,00,000 (Rupees one lacs only) by Demand Draft in favor of Managing Director, C.G. Textbook Corporation, Raipur, payable at Raipur.
- (d) The tender is conditional and inconsistent with the terms and conditions of the prescribed tender document for the purpose.
- (e) Rates of products of more than one paper mills/units are quoted.
- (f) More than one rate is quoted.
- (g) A mill submits more than one tender or authorizes the submission of more than one tender on its behalf.
- (h) The authority of the concerned mill to the effect that the bidder has been authorized to submit tender on its behalf and if an order is placed with the bidder, the mill undertake to supply the paper in time, is not enclosed with the bid.
- (i) Rates for 140 G.S.M. (one hundred & forty) M.G. cover paper per metric ton F.O.R. C.G. Textbook Corporation Central Depot, Raipur inclusive of CST/commercial tax/octroi (if any) and another taxes and duties applicable, are not quoted. At present the rate of central excise is nil (As per central excise rule) for the paper to be supplied to State Textbook Corporation, please clearly specify at what central excise rate the rates have been quoted and whether 'declaration' regarding usage of paper is required from the corporation or not.
- (j) The weight of the wrapper and Hazer cloth etc. is included in the rates quoted.
- (k) Bid is received after the dead line for submission of bid.
- (l) 30 samples sheets in A-3 size of 140/160 G.S.M, M.G.cover paper of required quality and same lot should be submitted along with the cover 'A' : Technical Bid indicating the size, weight, G.S.M. and name of mill/unit thereon. The samples submitted along with cover 'A' : Technical Bid should be signed and stamped by the appropriate authority of manufacturing mill/unit. The samples must meet the quality requirement as mentioned in annexure-I.

6. BID DOCUMENTS :

The bidder is expected to examine carefully all instructions, conditions, tender form, appendix to tender form, Performa agreement specification, annexure, schedules in the bid documents. Failure to comply with the requirements of bid submission will be at the bidders risk. Bids, which are not substantially responsive to the requirements of the bid documents, will be rejected.

7. EARNESTS MONEY :

- (a) Earnest money shall be forfeited
- (b) if the bid is withdrawn:
- (i) At any time prior to its rejection,
- (ii) 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 receipt of letter of acceptance.

- (c) Earnest money of unsuccessful bidder will be refunded as early as possible.
- (d) 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.
- (e) No interest will be paid on earnest money and/or security deposit.

8. (a) The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment or change on any account.

(b) The corporation shall not consider any claim for revision of the rates relative to a higher quantity slab of Excise levy although payable by the manufacturing mills effected by the Govt. of India. The corporation may 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 Govt. of India.

9. BID VALIDITY

Bid shall remain valid and open for acceptance for a period of 180 days from the date of bid opening. Failure to sign the bid shall result in rejection of the bid.

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. CANVASSING IN ANY FORM SHALL RESULT IN CANCELLATION OF THE BID.

11. 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.

12. SCHEDULES AND MODE OF SUPPLY/DELIVERY:

- (i) The total tonnage of 140 GSM M.G. Cover paper as specified in annexure-I & ordered shall be in conformity with approved size and quality specification mentioned in annexure-I and elsewhere in the tender documents. The Managing Director shall supply paper in batches in any or all the sizes and in quantities as per delivery schedule order. 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 changed supply schedule without claiming revision in the rates. The dates of supply shall be the date on which the consignment reaches the required destination.
- (ii) Paper required, to be supplied to the consignee/consignees as per dispatch order to be given by the Managing Director C.G. Textbook Corporation. The difference in freight due to change in consignees destinations, if any, will be subsequently paid to, 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 C.G. 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 C.G. 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.

- (ii) (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 5.1 & 5.2 of IS 1848:1991.

(vi) The dispatch of each consignment shall be immediately communicated to the Managing Director, C.G. Textbook Corporation/consignee with the relevant details of railway receipt/motor receipt.

(vii) The covering dispatch/delivery chalans should indicate only the net weight (Pure paper substance) of paper of each lot.

13. PENALTY:

If paper is not received at the ordered destination within the period specified in Para (12(i) above 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 may be imposed even if the delay in supply has not resulted in any financial loss to the corporation. (See clause 15 & 22).

14. RIGHT TO REFUSE/REJECT THE SUPPLIES :

(a) Paper supplied shall conform to the quality specification mentioned in annexure-I and as ordered by the corporation. The Managing Director reserves the right to refuse to accept the paper if found;

(i) Inferior in quality or not conforming to the specifications mentioned in annexureI.

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

(iii) For, any sufficient reason, at his discretion.

(b) In case the supply of paper is rejected, the supply not accepted shall be lifted by the dealer at his own cost within the period granted by the textbook corporation and in no case corporation shall be liable for the supply not accepted.

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

16. PAYMENT :

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

(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 dealer 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 from the date of last supply as a safeguard against manufacturing defects, which may be revealed on actual use of the material in printing

17. The successful bidder shall execute an agreement within 10 days of the receipt of letter of acceptance in prescribed form.

18. SECURITY DEPOSIT:

(a) While executing the agreement the dealer shall deposit 5% security value of the order by Demand Draft in favor of Managing Director C.G. Textbook Corporation, Raipur payable at Raipur. 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.

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

19. The Managing Director reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. He also does not bind himself to accept the lowest tender. The Managing Director reserves the right to place orders with one or more than one bidders in any manner he may deem fit. The Managing Director also reserves the right to negotiate with the bidders if considered necessary in the interest of the C.G. Textbook Corporation. He further reserves the right to Increase/Decrease the quantity of the order by 40% of the tendered quantity.

20. Weight of the wrapper, Hazier cloth of the ream/sheet shall be excluded from the gross weight and net weight shall be considered as the quantity supplied.

21. Submission of the bid shall be deemed to be the acceptance by the bidder of all the terms and conditions contained herein.

22. The Managing Director, C.G. Textbook Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred). But penalty for delayed supply will however be imposed as mentioned in clause 13. He may also cancel the order in part or whole, if there is breach of any of the above noted terms 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 without any liability to the Corporation.

23. 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.

24. If anything regarding technical specification 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.

25. ARBITRATION : All disputes and differences arising out of the agreement or any breach of contract shall be referred to arbitration by the sole arbitrator Secretary, School Education Department, Govt. of C.G., Raipur or his nominee, whose decision shall be final and binding on the parties. All the provisions of Arbitration & Conciliation Act' 1996 shall apply to the proceedings before the arbitrator.

26. That if any dispute arises out of this tender before the agreement is signed, it will be subject to the jurisdiction of the Hon'ble Chhattisgarh High Court, Bilaspur only. After the execution of the agreement, if any dispute arises, clause 26 of this tender document shall be applicable in that condition

ANNEXURE-I

SCHEDULE OF SPECIFICATIONS FOR MACHINE GLAZED COVER PAPER

1. QUALITY REQUIREMENT :

GSM	140/160
Tear (min.)	
Each direction	50
PH	5.5 to 7.5
Breaking Length (Min.) in meters	
MD	3500
CD	2500
Bendston Smoothness of	
Glazed side	150 ml./min.
Double fold strength (min.)	
CD	15
MD	18
Opacity(min.)	85 Moisture 5.5 +/- .5%
Brightness(min.)	75

2. Approximate quantity 500 M.T.

3. Sizes required i) 61x86.5cm Long Grain ii) 61x86.5cm. Short Grain iii) 53.5x74cm Long Grain

4. Packing & Marking 1.) IS 6211 : 1993 & 2.) Point 5.1 & 5.2 of IS 1848:1991

5. WEIGHT OF THE WRAPPER & HAZIER CLOTH ETC. SHOULD BE EXCLUDED FROM THE GROSS WEIGHT & NET WEIGHT SHALL BE CONSIDERED AS THE QUANTITY SUPPLIED.

6. Tentative supply Schedule

<u>MONTH</u>	<u>QUANTITY (M.T.)</u>
December 2005	250 M.T.
January 2005	250 M.T.
	<hr/>
	<u>500 M.T.</u>

SL.NO.

TECHNICAL BID : FORM:A

To be submitted envelope "A" superscripted with words in CAPITAL letter

"COVER A : TECHNICAL BID FOR SUPPLY OF M.G. COVER PAPER")

To,

The Managing Director
C.G. Textbook Corporation
Plot no. B/4, M.R. colony, behind
C.G. Board of Secondary Education Office,
Taigore Nagar, RAIPUR-492001

FROM:

Dear Sir,

In response to the above tender notice I/We submitted our TECHNICAL BID FOR SUPPLY OF M.G. COVER PAPER

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

The following documents are enclose herewith

	Clause No.	(Annex.-II)
1. Central Excise (Clearance) Certificate	5(a)	Yes/No
2. EMD (DD of Rs. 1 Lacs)	5(c)	Yes/No
3. POWER OF ATTORNEY	5(h)	Yes/No.
4. Rates under Nil excise duty (Declaration required from TBC)	5(i)	Yes/No
5. Thirty samples	5(l)	Yes/No

Signature of the bidders with Date and seal

EXECISE CLEARNACE CERTIFICATE FOR THE YEAR 2004-2005

This is certified that central excise department cleared M.T. paper
of M/s During the year 2004-2005.

Seal & signature of Inspector
/ Suptt. Central Excise

COUNTER SIGNED BY

Asst. Excise Commissioner or
An Officer of above rank.

SL.NO.

COMMERCIAL BID : FORM-B

(To be submitted in envelope "B" super scribed with words in CAPITAL letters "COVER B; COMMERCIAL BID FOR SUPPLY OF M.G. COVER PAPER")

To,

The Managing Director
C.G. Textbook Corporation
Plot no. B/4, M.R. colony, behind
C.G. Board of Secondary Education Office,
Taigore Nagar, RAIPUR-492001

FROM:

SUB : COMMERCIAL BID for supply of M.G. Cover Paper.

REF: Your Tender Notice No. ----- Dt. -----

Dear Sir,

In response to the above tender notice I/We quote our rate in the enclosed Commercial Bid Form-B.

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

Signature of the bidder with date and seal

CHHATTISGARH TEXTBOOK CORPOIRATION

(To be filled in by the bidder)

COMMERCIAL BID FORM – B (M.G.COVER PAPER)

(Subject to All the terms and conditions issued by the C.G. Textbook Corporation)

T.NO.

DATED

RATES PER METRIC TONES

i) For Sheet Paper

(As mentioned in Annexure I)

- 1. 61x 86.5cm.Long Grain
- 2. 61x 86.5cm.Short Grain
- 3. 53.5 x 74 cm.Long Grain

Rupees (in figures)

Rupees (in words)

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SIGNATURE OF THE BIDDER WITH DATE & SEAL

Note :-

- 1. Rates quoted must include CST/commercial Tax/Octroi (if any) and another taxes applicable. At present the rate of Central Excise is nil for the paper to be supplied to C.G. Textbook Corporation (As per Central Excise rule). Please clearly specify at what Central Excise rate 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 rates the tender will not be considered.
- 3. The actual quantities in different sizes will be indicated at the time of signing of the agreement.