

OFFICE OF THE CONTROLLER
GOVT. PRINTING AND STATIONERY, MADHYA PRADESH, BHOPAL

TENDER NOTICE

No. GB-IV-Paper (1) 2015-16/ 1960

Bhopal, dated 15-7-2015

1. *ONLINE Bidding go through* IT Department Portal <https://mpeproc.gov.in> and Sealed Technical & Commercial E-Tenders are invited on or before 2.00 PM on 07-08-2015 as per Key Dates for the Purchase of various types of Printing Papers from manufacturing mills or their authorized dealers can participate.
2. Tender Document and agreement details of tender are available at website www.govtpressmp.nic.in
3. In all respects Hard Copy of the E-Tender document and sample of the items with list (sealed) must be received at the office of the undersigned as per key dates. Envelope 'A' Hard Copy of Technical Tender will be opened ONLINE on or before 4.00 PM on 07-08-2015 and as per key dates in the Office of the undersigned in the presence of such tenderers or their authorised representatives as may be present.
4. All corrigendum/amendments/changes; if any will only be issued and made available only on <https://mpeproc.gov.in>

Deputy Controller,
For Controller,
Govt. Printing and Stationery,
M. P., Bhopal.

कार्यालय नियंत्रक
शासकीय मुद्रण तथा लेखन सामग्री, म.प्र., भोपाल-462011
दूरभाष : 0755-2551069

क्रमांक जी.बी.चार/पेपर(1)2015-16/1960
दिनांक 15-7-2015

भोपाल,

निविदा सूचना

आनलाईन बिडिंग <https://www.mpeproc.gov.in> पर ई-टेण्डर से तकनीकी एवं कॉमर्शियल निविदा दिनांक 07-08-2015 अपरान्ह 2.00 बजे तक की-डेट्स भिन्न-भिन्न प्रकार के प्रिंटिंग पेपर क्रय हेतु निर्माता मिल/अधिकृत डीलर/अधिकृत एजेंट से आमंत्रित की जाती हैं ।

2. टेण्डर फार्म, शर्तें एवं निविदा के अनुबंध का प्रारूप वेबसाइट www.govtpressmp.nic.in पर भी रखा गया है ।

3. समस्त पूर्तियों के उपरांत ई-निविदा की हार्डकापी एवं नमूनें सूची सहित अधोहस्ताक्षरकर्ता के कार्यालय में की-डेट्स अनुसार जमा कराना होगा । ऑन लाईन निविदा एवं हार्ड कापी दिनांक 07-08-2015 अपरान्ह 4.00 बजे की-डेट अनुसार अधोहस्ताक्षरकर्ता के कार्यालय में स्वेच्छा से उपस्थित निविदाकारों/उनके अधिकृत प्रतिनिधियों के समक्ष खोली जावेगी ।

4. सूचना/संशोधन/सुधार की स्थिति में जानकारी केवल वेबसाइट <https://www.mpeproc.gov.in> पर उपलब्ध है ।

उप नियंत्रक,
वास्ते नियंत्रक,
शासकीय मुद्रण तथा लेखन सामग्री,
म.प्र., भोपाल

Key Dates and Time

1.	Purchase of Tender Start date	14.00 PM on 17-07-2015
2.	Purchase of Tender end date	17.00 PM on 06-08-2015
3.	Bid submission end date/time	14.00 PM on 07-08-2015
4.	EMD & Technical Bids opening date/time	16.00 PM on 07-08-2015
5.	Financial Bids opening date/time	14.00 PM on 11-08-2015

For any help related to the online e-tendering application please contact

TCS & Antares System Limited	
Help-desk Number	18002588684
E-Mail ID	eproc_helpdesk@mpsdc.gov.in
Timings for Helpdesk	10:00 AM to 7:00 PM - Monday to Saturday
Non- availability of services	State Government Holidays, 2 nd and 3 rd Saturday & All Sundays.
Address	TCS Office DB MALL, 5Th floor, Arera hills, in corporate office zone, Bhopal, M.P. (462011)
Training Kit for Bid-Submission is available on the website.	

E-TENDERING PROCESS

1. Registration of Bidders on e-Procurement System:

All the **manufacturers or their Agents/Authorized Dealers**, who are interested in participating in the tender called by Controller, Govt. Printing & Stationery Deptt., M.P., Bhopal are required to register on the e-Procurement System on the website **<https://mpeproc.gov.in>** in order to participate in tenders processed by Govt. Printing & Stationery Deptt., using the e-Procurement System of TCS & Antares System Limited.

E-tendering Helpdesk & Digital Signature assistance at TCS & Antares System Limited.
18002588684

2. Digital Certificates:

- 2.1 The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the manufacturers or their Agents/Authorised Dealers submitting the bid online. The manufacturers or their Agents/Authorised Dealers may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.
- 2.2 A Class III digital certificates are issued upon receipt of mandatory identity proofs along with an application form. Only upon the receipt of the required documents, a digital certificate can be issued.

Note: It may take up to 10 working days for issuance of Class III digital certificate, hence the bidders are advised to obtain them at the earliest.

Important Note: Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the digital certificate that is used to encrypt the data during the ONLINE BID PREPARATION.

In case, during the process of a particular tender, the manufacturers or their Agents/Authorized Dealers loses its digital certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); will not be able to submit its bid online.

Hence, the manufacturers or their Agents/Authorised Dealers are advised to keep their digital certificates in a safe place under proper security to be used whenever required.

- 2.3 The digital certificate issued to the authorized user of a partnership firm / private limited company / public limited company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.
- 2.4 In case of partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of the partners of the firm.
- 2.5 In case of private limited company, public limited company, the Managing Director / any other person (having designated authority to authorize a specific individual) has to authorize a specific individual through authority letter.
- 2.6 Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a digital certificate. The digital signature executed through the use of digital certificate of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the concerned firm to inform the certifying authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Set Up of Bidder mill's Computer System :

In order for manufacturers or their Agents/Authorised Dealers to operate on the e-Procurement System, the computer system of the manufacturers or their Agents/Authorised Dealers is required to be set up for operating system, internet connectivity, utilities, fonts, etc. A help file on setting up of the computer system can be obtained from e-Procurement Cell.

4. Publishing of N.I.T.:

For the tenders processed using the e-Procurement System, only a brief advertisement related to the tender shall be published in the newspapers and the detailed notice and terms and conditions of tender shall be published only on the **e-Procurement System**. The manufacturers or their Agents/Authorised Dealers can view the detailed notice, terms & conditions of tender document and the time schedule for all the tenders processed using the e-Procurement System on the website <https://mpeproc.gov.in>

5. Key Dates:

The manufacturers or their Agents/Authorised Dealers are advised to strictly follow the time schedule (**Key Dates**) of the tender for their side for tasks and responsibilities to participate in the tender, as all the stages of each tender are locked before the start time and date and after the end time and date for the relevant stage of the tender as set by the concerned department official.

6. Downloading of the Tender Documents:

The tender documents can be downloaded online from the website (<https://mpeproc.gov.in>) The tender shall be available for downloading immediately after the online release of tender and up to the scheduled date and time as set in key dates.

7. Payment for registration on E-tendering portal :

The registration fee Rs.562/- with service tax @ 14 % online by credit card, debit card net banking TCS & Antares System Limited. Once manufacturers or their Agents/Authorised Dealers is registered on the portal, it has no need to pay registration fee in subsequent participations.

8. Payment for tender document fee :

8.1 Although the tender document can be downloaded from the website <https://mpeproc.gov.in>, the bidder has to pay a sum of Rs. 5,000/- (Rupees Five Thousand only) towards tender document fee by way of Demand Draft in favour of Controller, Govt. Printing & Stationery, M.P., Bhopal payable at Bhopal. This Demand Draft shall invariably be submitted with technical bid form and kept in Envelope A.

8.2 Non submission of Demand Draft of requisite amount shall result in rejection of tender.

8.3 The manufacturers or their Agents/Authorised Dealers has to upload scanned copy of Tender document Fee instrument along with the reference details in the relevant field during online bidding.

9. Preparation of Bids and Submission of Online Bids by the Bidders :

The manufacturers or their Agents/Authorised Dealers has to prepare its bids online, encrypt its bid data in the bid forms and submit documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tender after signing of the same by the digital signature of their authorized representative.

10. Submission of Earnest Money Deposit:

The manufacturers or their Agents/Authorised Dealers shall submit their Earnest Money Deposit as usual in a physically sealed Earnest Money Deposit envelope along with technical bid envelope and the same should reach the concerned Office as stated in the Notice Inviting Tender and key dates.

The manufacturers or their Agents/Authorised Dealers has to upload scanned copy of Earnest Money Deposit instrument along with the reference details in the relevant field during online bidding.

11. Opening of Tenders:

The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the manufacturer or their authorized dealers/representative and verify the scanned copy of the Earnest Money Deposit uploaded by the manufacturer or their authorized dealers/representative. He shall check for the validity of Earnest Money Deposit as required. He shall also verify the scanned documents uploaded by the manufacturing mills or their authorized dealers/representative, if any, as required. In case, the requirements are incomplete, the commercial and other envelopes of the concerned bidder mill received online shall not be opened.

The concerned official shall then open the other envelopes submitted online by the bidder mills in the presence of the authorized representatives of bidder mills who choose to be present in the order of opening as per key dates.

For any further queries, manufacturing mills or their authorized dealers/representative may kindly contact :

1. Mr. Vilas Manthanwar, Nodal Officer.—Dy. Controller, Govt. Printing & Stationery, M.P., Bhopal, Tel. No. 0755 - 2551069 / 2550931, Mob. : 09479596499.
2. E-tendering Helpdesk & Digital Signature assistance at MPSDC 18002588684.

Tenders will be opened online as per the schedule given on Key Dates and time mentioned in tender.

Online Registration Process for Participating Tenders

(Website: - <https://mpeproc.gov.in>)

For online registration go to **mpeproc.gov.in** and click on New user for further help contact on helpdesk Number 18002588684.

ANNEXURE-I

TERMS AND CONDITIONS FOR SUPPLY OF PRINTING, WRITING & OTHER TYPES OF PAPERS

1. The Controller, Govt. Printing & Stationery, Madhya Pradesh, Bhopal invites Online and Offline sealed tenders for supply of Printing, Writing and Other type of Paper (of different varieties) as specified in Annexure-II. The bidding is open to all eligible bidders who qualify for bidding in accordance with the terms and conditions prescribed in this tender document. Intended bidders or firms have to enroll themselves on the portal <https://mpeproc.gov.in>
2. Interested tenderer may obtain the Tender Document , online only from the portal <https://mpeproc.gov.in>, Cost of tender document (non-refundable) is Rs. 5,000/- (Five Thousand only). The cost of tender document may be paid by way of a Demand Draft in favour of “Controller, Government Printing & Stationery, M.P. Bhopal”
3. (a) The bid shall be submitted online in two sealed Envelopes, Envelope “A” Technical Bid and Envelope “B” Commercial Bid. The Hard Copy of same in physical form and print out of online Commercial Bid with seal and signature of authorized signatory shall also be submitted by the bidder in two sealed Envelopes “Envelope “A” Technical Bid for Supply of Printing with superscribed with words “supply of Printing, Writing and Other type of Paper (of different varieties) for the year 2015-16” and “Envelope “B” Commercial Bid for Supply of Printing with superscribed with words “supply of Printing, Writing and Other type of Paper (of different varieties) for the year 2015-16”.

(b) Aforesaid sealed envelopes of hard copy (i.e. technical bid in physical form and print out of online Commercial Bid with seal and signature of authorized signatory) must be received as per Key Dates in the Office of the Controller, Government Printing & Stationery, M.P. Bhopal.

4. The bidder shall submit paper test report in original (itemwise) from any of 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.
5. The Online and hard copy of technical bids of all the tenders received within the prescribed time limit, will be opened in the presence of bidders or authorized representatives of the bidder mill, who may wish to attend the opening of bids in the Office of the Controller, Government Printing & Stationery, M.P. Bhopal, as per Key Dates and Time.

6. The Online Commercial Bids of the bidder, whose technical bid is qualified under the terms and conditions of document and whose paper samples fulfil quality requirements as specified in Annexure-II will be opened in the presence of authorized signatory of bidder, who may wish to attend the opening of bids in the Office of the Controller, Government Printing & Stationery, M.P. Bhopal, as per Key Dates and Time.

For the opening of the commercial bid the decision of Controller, Government Printing & Stationery shall be final.

7. The person duly authorized by the bidder to enter into contract with the Printing & Stationery Department, shall digitally sign the bid. Proof of authorization shall be furnished in the form of registered/notarized power of attorney, which shall be annexed with technical bid.

INSTRUCTIONS TO TENDERERS

8. Eligibility and qualification requirements :-

No tender shall be considered valid if :-

- (a) The production capacity of the mill/unit is less than 5,000 M.T. (Five thousand M.T.) in last financial year, Certificate from the Central Excise Department, must be furnished, indicating clearly that the department has cleared 5,000 M.T. printing paper, during the financial year for Item No. 1 to 5 of Annexure-II only.
- (b) Either tender document has not accompanied the cost of downloaded tender document in the manner prescribed.
- (c) Earnest money for all items are mentioned in **Annexure-IV** will be in the form of Deposit-at-call-Receipt/Fixed Deposit Receipt of Nationalised/Schedule Bank for period of one year and payable to the Controller, Govt. Printing and Stationery, M .P. Bhopal. Previous tender deposit shall not be treated as tender deposit for this tender.
- (d) The tender is conditional and inconsistent with the terms and conditions of the prescribed tender document for the purpose.
- (e) Rates of products for more than one paper mills/Units are quoted.
- (f) A Tenderer submits more than one bid.
- (g) A mill/dealer authorise more than one representative for the same item from 1 to 5 in Annexure-II.
- (h) A mill/dealer does not specify the name of the item/items in their authorisation.
- (i) Original authorisation letter of the concerned mill/dealer to the effect, that the tenderer has been authorised to submit tender on behalf of the mill and if an order

is placed with the tenderer, assurance of the mill/dealer that it undertakes to the supply the paper in time, is not enclosed with the tender.

- (j) The weight of the wrapper, core, hessian cloth and wooden plug etc. is included in the rates quoted.
- (k) Tender is received after the dead line from submission of tender.
- (l) Twenty (20) sample sheets of A/3 size of each Item of prescribed quality each duly signed by the authorized signatory of the bidder indicating the size, weight/ G.S.M. and name of mill/unit thereon at prescribed place (right side of the bottom corner of sample sheet) and authority giving prescribed details on left side bottom corner of sample sheet which are obtained after issuing of the Tender Notice of this tender, from and paper test report/reports Central Pulp and Paper Research Institute, Saharanpur or Department of Paper Technology, Indian Institute of Technology Roorkee or RITES Ltd., Mumbai showing conformity with the quality requirements as mentioned in Annexure-II, submitted, along with (Technical Tender i.e. Envelope 'A' :

In case of different GSM and Colour of same quality, test report can be submitted in any one of the GSM and Colour mentioned in the tender Item of the said quality (Annexure-II).

Before opening the Commercial Tender, the submitted samples and separate lab test report, the Technical committee will prepare the list of qualifying bidders on the basis of lab test report and visual appearances as mentioned in Annexure-II for opening the commercial tender. The samples must meet the quality during the lab test and visual appearances.

- (m) Failure to sign the tender shall result in rejection of the tender.
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 bod document. Failure to comply with the requirements of tender submission will be at the tenderer's risk. Tenders which are not substantially responsive to the requirements of the tender document will be rejected.

10. **EARNEST MONEY** :—

The bidder shall submit Earnest money for all items are mentioned in **Annexure-IV** will be in the form of Deposit-at-call-Receipt/Fixed Deposit Receipt of Nationalised/Schedule Bank for period of one year and payable to the Controller, Govt. Printing and Stationery, M .P. Bhopal. Previous tender deposit shall not be treated as tender deposit for this tender.

The Bidder has also to upload scanned copy of E.M.D. instrument online along with the other document mentioned for technical bid.

- (a) Earnest money shall be forfeited if the tender is withdrawn :
 - (i) At any time prior to its rejection.
 - (ii) Before or after its acceptance is communicated to the tenderer,
or
 - (iii) If the successful tenderer fails to execute the agreement within 7 days of the receipt of letter, Fax or E-mail provided by you of acceptance.
 - (b) Earnest money of unsuccessful tender will be refunded at the earliest.
 - (c) Earnest money of successful tenderer may be adjusted against Security Deposit at the time of the execution of the agreement, if the tenderer requests to do so in writing or returned after the satisfactory completion of ordered supply.
 - (d) No interest will be paid on Earnest Money or Security Deposit.
11. (a) The rates and prices quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment or change on any account.
- (b) Controller has full right to extend the duration of contract upto 3 months or more, on the rates quoted by tenderer for first time and approved by the competent authority if required.
 - (c) The supply order can be decreased or increased by 50% and the supplier mill shall be bound to execute the supply of the additional quantity on the same rates and on the same terms and conditions.
 - (d) The Controller will not consider any claim for revision of the rates related to a higher quantity slab of Excise Levy although payable by the manufacturing mills effected by the Govt. of India. The Controller 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 the Govt. of India.
 - (e) 30% of the total requirement (individually per item) will be purchased from SC/ST Entrepreneur of State of Madhya Pradesh (Rules apply as per the policy of Govt. of Madhya Pradesh). As per the circular of Govt. of M.P. No. F6-43/03/11A, dated 16-6-2003.
12. **BID VALIDITY PERIOD** :—Tender shall remain valid and open for acceptance for a period of 180 days from the date of the opening of the tender. Failure to sign the tender shall result in rejection of the tender.

13. The process of interpretation, evaluation and comparison of tenders and recommendations concerning the award of the contract shall not be disclosed to the tenderer or any other person. CANVASSING IN ANY FORM SHALL RESULT IN CANCELLATION OF THE TENDER.
14. The Controller reserves the right to accept or reject any tender or all the tenders without assigning any reason whatsoever, (at any time prior to the award of the contract) without incurring any liability to the affected tenderer and any obligation to inform the affected tenderer of the grounds.
15. **SCHEDULE AND MODE OF SUPPLY/DELIVERY :—**
- (i) Paper shall be supplied in batches in any or all the sizes and supply commence of paper within 15 days after the date of issue of the supply order. Whole supply must completed within 60 days as per delivery schedule order by the Controller, Govt. Printing & Stationery, Madhya Pradesh, Bhopal. The delivery schedule may however be revised by the Controller if warranted by exigencies of work of the Govt. Press. The successful tenderer 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 ordered destination.
- (ii) Paper may required to be supplied to the consignee/consignees as per despatch order to be given by the Controller. If the successful tenderer changes the destination of consignee's without prior approval of the competent authority, in such case the freight due to change in consignee destinations if any, the difference in freight charges will subsequently paid to, shall be deducted from the bill of tenderer as the case may be.
- (iii) Relevant Railway Receipt /Motor Receipt shall be sent free and direct to the consignee (s) freight prepaid.
- (iv) The Controller, Govt. Printing & Stationery 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 tenderer only.
- (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 and marking shall be in full conformity with Bureau of Indian Standards specification IS 6211:1993 & points 5 of IS 1848:2007 with latest ammendments.

Hazien cloth or HDPE used for packing should not be less than 12 Onz. In reels the "EDGE GUARD" of strong material like corrugation media/plastic should be provided.

Weight of the wrapper, hazien cloth, core & wooden plug etc. shall be excluded from the gross weight & net weight shall be considered as the quantity supplied.

- (vi) The despatch of each consignment shall be immediately communicated to the Controller, Govt. Printing & Stationery, M.P., Bhopal/consignee with the relevant details of Railway Receipt /Motor Receipt/L.R.
- (vii) In respect of paper in reams, the covering despatch/delivery challans shall indicate only the net weight (Pure paper substance) of paper with ream numbers of each lot.
16. The paper supplied shall strictly conform to the specifications as mentioned against each Item in Annexure-II. The Controller, Govt. Printing and Stationery, Madhya Pradesh, Bhopal reserves the right to refuse to accept the paper if found—
- (i) Inferior in quality, or below BIS Standards as mentioned against each Item in the Tender.
- or
- (ii) For any other reason in his discretion.
17. If the approved tenderer fails to supply required material, then Controller shall be at liberty to either retender or purchase such material from next successful valid tenderer. In such condition the security deposit of defaulter tenderer shall be forfeited and loss incurred to Government shall be recoverable from the tenderer as arrear of Land Revenue.
18. All Taxes like VAT, Excise Duties, Service Tax, Entry Tax & Levies etc., as applicable for the State of M.P. will be borne by the tenderer and deducted at source where ever applicable as per Order of M.P. Govt., Commercial Tax Deptt. No. 2996/PS/CT/08, dt. 29-7-2008.
19. Following are minimum technical requirement of all varieties of paper :—
- (i) Supplied paper shall be conforming to prescribed specification as mentioned against each item in Annexure-II.
- (ii) The paper shall be made from 100% Virgin Bamboo, Bagasse, straw pulp. No mechanical pulp shall be used for Item No. 4 and 5 (excluding Item No. 1 Kraft Paper, Item No. 2 Straw Board & Item No. 3 Grey Board etc). Paper made from

the waste paper or paper cutting is not acceptable. The tenderer will have to confirm in the tender form that the offered paper is of Virgin Pulp only.

- (iii) The paper shall be of uniform formation and evenly finished and generally free from specks, holes and other blemishes, etc.

20. **PENALTY** :—If paper is not received at the ordered destination within the period specified in para 15(i) above :

- (a) Upon the breach by the tenderer at any time of any of the terms of tender or the conditions of this contract, it shall be lawful on the part of the competent authority/Controller, to forfeit the security and the tender deposit wholly or partially or to impose such penalty as he may deem fit and recover the same from the security and the tender deposits and may cancel the contract, but without prejudice to the right of the Governor to recover further sum as damages from any sums due to the tenderer or otherwise. Any sum falling due hereunder shall be recoverable as an arrear of Land Revenue. Penalty for non-supply by the scheduled date will be @ 1% per week for the first four weeks and thereafter @ 2% per week on the cost of unsupplied goods and other reasons upto two week maximum.
- (b) If delay is more than six weeks and causing hindrance in the working of Govt. Presses, the Controller, Govt. Printing & Stationery shall be free to procure the paper from any alternate source solely at the risk and cost of defaulting successful tenderer. If any additional cost is incurred in procuring the paper, the same will be recovered from defaulting supplier.

21. **RIGHT TO REFUSE/REJECT THE SUPPLIES** :—

- (a) Paper supplied shall conform to the quality and specification mentioned in Annexure-II and as ordered by the Controller. The Controller, Govt. Printing & Stationery, reserves the right to refuse to accept the paper if found;
- (i) Inferior in quality & improper winding of paper in reels etc. or not conforming to the specifications mentioned in Annexure-II.
- (ii) Other than specified and ordered by the Controller.
- or
- (iii) For any other valid reason at his discretion.

- (b) In case, the supply of paper is rejected or rejected quantity not accepted, shall be lifted by the supplier at his own cost within the period of 5 days granted by the Controller. Controller shall not be liable for the supply not accepted.
22. The Controller reserves the right to deduct from the running bill, the cost of damaged or torn sheets/reels and also of the sheets found short. If the edges of the sheets/reels are found damaged with cuts etc. and if paper strips or inside cuts are found in reels, suitable deduction to the extent of paper loss shall be made.
23. The successful tenderer shall execute an agreement within 3 days of the receipt of letter of acceptance in prescribed form given in Annexure-III.
24. **PAYMENT :—**
- (i) 80% payment will be released, as early as possible on receipt of the bill provided the bill is submitted with proof of actual receipt of the consignment by the consignee.
- (ii) The remaining 20% amount will be released, 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 as per instructions given by BIS for sampling and testing.
- (iii) No separate payment shall be made for packing and gunny bags nor they shall be returned.
- (iv) Bankers Cheque/Bank Draft making charges, if any, shall be borne by the successful tenderer and the same amount will be deducted at the time of payment from Bankers Cheque/Bank Draft.
- (v) Neither advance payment will be made nor documents for goods despatched shall be accepted if sent through bank.
- (vi) The supplier will submit Income Tax Clearance Certificate before the last payment, otherwise deduction will be made as per law.
25. **SECURITY DEPOSIT :—**
- While executing the agreement the tenderer shall deposit 5% security value of the order quantity by F.D.R./Bank Guarantee of Nationalised / Scheduled Bank (Valid for 12 months) in favour of Controller, Govt. Printing & Stationery, M.P., Bhopal. payable at Bhopal. The earnest money may be adjusted against the aforesaid security amount. The agreement shall not be executed unless the security amount has been deposited in full.
26. The Controller, Govt. Printing & Stationery, M.P., Bhopal, 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 Controller reserves the right to place orders with one or more than one tenderers in any manner he may deem fit. The Controller also reserves the right to negotiate with the lowest tenderer for the purpose of obtaining reasonable rates. **(Notification No. F-4-2/2010/Rule/Four, dated, 30-12-2010 of Government of M.P., Finance Department, shall be complied with)**. The Controller further reserves the right to Increase/Decrease the quantity of the order by 50% of the tendered quantity.
27. Weight of the wrapper, core & wooden plug etc. of the reel/sheet shall be excluded from the gross weight and net weight shall be considered as the quantity supplied.
 28. Submission of the tender shall be deemed to be the acceptance by the tender of all the terms and conditions contained herein.
 29. It shall be the duty of the supplier to attend and to rectify all the complaints pertaining to the manufacturing defects of paper supplied revealed at any stage within 5 days.
 30. If anything regarding technical specification is not clearly mentioned in the tender 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 ordered paper must start within 10 days from the date of issue of "Letter of Acceptance".
 32. Successful tenderer must ensure that paper packing should be of Mill Pack.
 33. The Controller has power to order the paper of higher or lower GSM.
 34. **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, Govt. of Madhya Pradesh, Deptt. of Revenue, Bhopal whose decision shall be final and binding on both the parties. All the provisions of Arbitration & Conciliation Act' 1996 shall apply to the proceedings before the Arbitrator.
 35. Agreement shall be deemed to have been executed at Bhopal and subject to the laws in force in Madhya Pradesh State and no suit for any claim arising under this agreement shall lie outside Bhopal.

(K.K.SINGH)
Controller,
Govt. Printing & Stationery,
M.P., Bhopal

ANNEXURE-II

GENERAL SPECIFICATION FOR PACKING.—

- (a) Packing & Marking shall be in full conformity with the following BIS specifications.
(1) IS 6211 : 1993 & Point 5 of IS 1848:1991 with latest amendments.
- (b) Hazien cloth or HDPE used for packing should not be less than 12 Onz.. In reels the "EDGE GUARD" of strong material like corrogation media/plastic should be provided.
- (c) Weight of the wrapper, hazien cloth, HDPE core & wooden plug etc. shall be excluded from the gross weight & nett weight shall be considered as the quantity supplied.
- (d) Winding of reels must be proper.

Item No. 1 : KRAFT PAPER YELLOW : 90 GSM

**Minimum Technical Specification required as per IS : 1397/1990 Grade-III
(Paper should be without specks and shivews).**

1.	GSM	90	5.	Tear Index, Mn.m2/g	
2.	Tensile Index, Nm/g			CD	4.90 min.
	CD	15.5 min.		MD	4.90 min
	MD	29.5 Min.	6.	Double Fold	CD 16 min
3.	Bursting Index	1.5 min.	7.	Moisture Content %	9 max.
	Kpa.m.2/g		8.	pH value	5.5 min.
4.	Cobbs value Back	25 max.			
	Font	25 max.			

Hand and Visual Observation : The printing paper shall be of Uniform formation, Evenly finished, Printability, Static charge Rattling, Shade, Ink, Absorbency and generally free from specks, holes and other blemishes.

- (i) **In Reel :** Core inside Diameter 75 mm. No of joints in a reel should not be more than two. Reel should be free from cuts at the edges and uniformly wound across the Web. (Paper required for High Speed Web Offset Printing Machine).
 - (a) Size 59.4 cm. & 91 cm. width, Approximate weight of the Reel 200 kg. to 250kg.

	DESTINATION				Total Quantity (in MT)
	Bhopal	Gwalior	Indore	Rewa	
90 GSM :					
Reel 59.4 cm.	-	-	5	-	5
Reel 91 cm.	20	-	-	-	20
	20	-	5	-	25

Item No. 2. STRAW BOARD YELLOW - 16, 24, 32, 40 Oz.

Minimum Technical Specification required as per IS : 2617/1967 with latest amendments.

Hand and Visual Observation : The printing paper shall be of Uniform formation, Evenly finished, Printability, Static charge Rattling, Shade, Ink, Absorbency and generally free from specks, holes and other blemishes.

in Sheet size 65.5x77 cm. 16 OZ./45.7 KDG, 24 OZ./ 68 DKG., 32 OZ./91 DKG.and size 25.5x38 cm. 40 OZ./113 DKG

	DESTINATION				Total Quantity (in MT)
	Bhopal	Gwalior	Indore	Rewa.	
16 OZ.Sheet	4.5	5	-	-	9.5
24 OZ.Sheet	6.8	-	-	-	6.8
32 OZ.Sheet	9.1	-	2	-	11.1
40 OZ.Sheet	-	5	-	-	5
	20.4	10	2	-	32.4

Item No. 3. GREY BOARD (MF) 280 GSM

Minimum Technical Specification required as per IS : 2617/1967 (with latest amendments).

Hand and Visual Observation : The printing paper shall be of Uniform formation, Evenly finished, Printability, Static charge Rattling, Shade, Ink, Absorbency and generally free from specks, holes and other blemishes.

in Sheet size 51 x 76 cm. 280 GSM / 54.26 Kg.

	DESTINATION				Total Quantity (in MT)
	Bhopal	Gwalior	Indore	Rewa.	
280 GSM	-	-	5	-	5
	-	-	5	-	5

Item No. 4. IVORY CARD SHEET

Hand and Visual Observation : The writing and printing paper shall be of Uniform formation, Evenly finished, Printability, Static charge Rattling, Shade, Ink, Absorbency and generally free from specks, holes and other blemishes.

in Sheet size 56 x 71 cm., 300 GSM

	DESTINATION				Total Quantity (in sheets)
	Bhopal.	Gwalior	Indore	Rewa.	
300 GSM	10000 sheets	-	-	-	10000 sheets
	10000 sheets	-	-	-	10000 sheets

Item No. 5. PLASTIC COATED SHEET

Hand and Visual Observation : The writing and printing paper shall be of Uniform formation, Evenly finished, Printability, Static charge Rattling, Shade, Ink, Absorbency and generally free from specks, holes and other blemishes.

in Sheet size 61 x 91 cm., 180 GSM /49.59 Kg.

	DESTINATION				Total Quantity (in MT)
	Bhopal	Gwalior	Indore	Rewa.	
180 GSM	20	-	-	-	20
	20	-	-	-	20

ANNEXURE-III

AGREEMENT

An agreement made at Bhopal this day _____ of _____ 2015 between The Controller, Govt. Printing & Stationery, Madhya Pradesh, Bhopal (hereinafter referred to as Controller. which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the one part.

AND

M/s. _____ 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.

WHEARAS, the Controller invited tenders for supply of PRINTING, WRITING & OTHER TYPES OF PAPERS vide tender No. _____ 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 terms and conditions contained in the tender schedule submitted his tender.

AND WHEARAS, the Controller accepted the tender submitted by the supplier vide his 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 a part of the agreement :
 - a. Agreement Deed
 - b. The terms and conditions of the contract Annex. (I).
 - c. Schedule of specifications for PRINTING, WRITING & OTHER TYPES OF PAPERS Annex. (II)
 - d. The letter of acceptance dated _____
 - e. The tender 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 the Controller, Govt. Printing & Stationery, M.P., Bhopal shall be final.

2. In consideration of the payment to be made by the Controller, to the supplier as hereinafter mentioned, the supplier hereby covenants with the Govt. Press/Presses 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 Controller, hereby covenants to pay to the supplier in consideration of the supply of Printing, Writing & Other Types of Papers 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 Printing, Writing & Other Types of Papers 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 Controller.
5. The supplier has deposited Earnest Money as per Annexure-IV which has been adjusted against Security Deposit on the application of the supplier and which shall be refunded to the supplier by the Controller, as early as possible, on the satisfactory performance of the contract, in the supply of Printing, Writing & Other Types of Papers, unless forfeited by the Controller.
6. The delivery schedule may be revised by the Controller and the supplier shall effect 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 50% and the supplier will be bound to execute the supply of the additional quantity on the same rates and on the same terms and conditions.
7. The supplier hereby covenants to supply Printing, Writing & Other Types of Papers to the consignee/consignees as per despatch orders to be given by the Controller, 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 Controller requires the consignment of the paper to be delivered to a consignee at a particular place he will ensure that the Printing, Writing & Other Types of Papers delivered to the consignee (Other than the Controller Office) is also of the same quantity and same quality as mentioned in Annexure-I & II and in accordance with the despatch order and he shall also produce certificate from approved agencies in this regard.
9. The supplier shall send relevant Railway Receipt / Motor Receipt free of cost direct to the consignee/consignees freight and unloading charges pre-paid.

10. The Controller 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 Printing, Writing & Other Types of Papers 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 (BIS) Specifications IS 6211:1993 and points 5.1 & 5.2 of IS 1848:1991. Hessian cloth used for packing of paper should not be less than 341.1940 gms.
12. The despatch of each and every consignment shall be immediately communicated to the Govt. Press /Presses (consignee) concerned with relevant details of Railway Receipt/ Motor Receipt.
13. In respect of reel, the covering despatch/delivery challan shall indicate only the net paper weight exclusive of weight of wrapper, hessian cloth, core and wooden plug etc.
14. The Printing, Writing & Other Types of Papers supplied by the supplier shall conform strictly to the quality & proper winding of paper in reels etc. specified in Annexure-II in all respects and as per despatch order. The Controller reserves the right to refuse to accept the paper, if found not in conformity with Annexure-II and for any other sufficient reason in the discretion of the Controller.
15. Supply of paper for the reason of not being found in conformity with Annexure-II and for any other sufficient reason in the discretion of the Controller, shall be lifted by the Supplier at his own cost within the period of 5 days granted by the Controller. Controller shall not be liable for the supply not accepted.
16. The Controller reserves the right to deduct from the Running Bills, the cost of damaged or torn sheets and also of the sheets found short in supply. If the edges of the reels are found damaged with cuts etc. and if strips or inside cuts are found in reels, the cost of the same shall be deducted from the Running bills by the Controller.
17. (i) 80% payment will be released, as early as possible from the receipt of the bill provided the bill is submitted with proof of actual receipt of the consignment by the consignee.
(ii) The remaining 20% amount will be released, 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 as per

instruction given by BIS for sampling and testing, the Controller may considers if necessary in any matter.

18. All Taxes like VAT, Excise Duties, Service Tax, Entry Tax & Levies etc., as applicable for the State of M.P. will be borne by the tenderer and deducted at source where ever applicable as per Order of M.P. Govt., Commercial Tax Deptt. No. 2996/PS/CT/08, dt. 29-7-2008.
19. The Security Deposit will be refunded as early as possible on satisfactory performance of the contract on the part of the supplier. No interest will be payable on Security Deposit.
20. For judging the quantity of paper supplied by the supplier, weight of wrapper of the reel/ream and weight of core of the reel shall be excluded from the weight and net weight of Printing, Writing & Other Types of Papers only shall be considered.
21. **PENALTY** :—If paper is not received at the ordered destination within the period specified in delivery schedule.
 - (a) Upon the breach by the supplier at any time of any of the terms of tender or the conditions of this contract, it shall be lawful on the part of the competent authority/Controller to forfeit the security and the tender deposits wholly or partially or to impose such penalty as he may deem fit and recover the same from the security right of the Governor to recover further sum as damages from any sums due to the contractor or otherwise. Any sum falling due hereunder shall be recoverable as an arrear of Land Revenue. Penalty for non-supply by the scheduled date will be @ 1% per week for the first four weeks and there after @ 2% per week on the cost of unsupplied goods and other reasons up to two weeks maximum. The penalty may be equal to the loss caused to the Controller, Govt. Printing & Stationery, M. P. Bhopal.
22. If delay in the supply of paper by the supplier is more than six weeks and causing hindrance in the working of Govt. Presses, the Controller will have the right to procure the paper from any alternate source solely at the risk and cost of defaulting supplier. If any additional cost is incurred in procuring the paper, the same will be recovered from defaulting supplier.
23. The Controller reserves the right to impose penalty for breach of any other terms of the contract at his discretion to the extent of liability suffered by the Govt. Press or by forfeiture of the Security Amount.

24. The supplier shall attend and to rectify all the complaints pertaining to the manufacturing defects of paper revealed at any stage.
25. If anything regarding technical specifications is not clearly mentioned in the Tender 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 touching or concerning this agreement shall be referred to arbitration and the sole arbitrator shall be the Principal Secretary, Govt. of Madhya Pradesh, Deptt. of Revenue, Bhopal whose decision shall be final and binding on both 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 months after the entire supply required has been met.
28. The supplier shall pay stamp duty on the contract and legal charges for preparation of this agreement.
29. It shall be obligatory on the part of supplier to make the payments of all the taxes and duties, applicable on the goods supplied to the department including Service Tax, VAT, Entry Tax and Income Tax etc.
30. This agreement shall be deemed to have been executed at Bhopal and subject to the laws in force in Madhya Pradesh State and no suit for any claim arising under this and the tender deposits and may cancel the contract, but without prejudice to the agreement shall lie outside Bhopal.

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

WITNESSES :

1. Seal & Signature of the Successful Tenderer
 Name in block letters
 Address
 Telephone No.
 PAN No.

2.
 Seal & Signature of the Competent Authority

ANNEXURE-IV

EMD

Item No.	Description	Amount (in Rs.)
Item No. 1.	Kraft Paper Yellow : 90 GSM	1.5 Lakhs
Item No. 2.	Straw Board Yellow - 16, 24, 32, 40 Oz.,	
Item No. 3.	Grey Board (MF) 280 GSM	
Item No. 4.	Ivory Card Sheets 300 GSM	
Item No. 5.	PLASTIC COATED SHEET 180 GSM	

Mandatory Requirement :

1. EMD as per Annexure-IV
2. Twenty sample Sheets A3 size [mention in 8(1)].
3. Prescribed Lab Test Report enclosed as mention in 8(1).
4. Excise Clearance Certificate for the Year 2014-15 for Item No. 1 to 3.
5. Authority Letter of manufacturing paper mill.
6. Confirmatory Declaration from Mill as per mentioned in format.
7. M.P.C.T. (with TIN No.)/C.S.T. Clearance Certificate/VAT (If applicable)
8. Registration Certificate of Service Tax/State/Central Commercial Tax/VAT.
9. PAN No. of I.T. Department.
10. Certified copy of registration issued by the Distt. Industries Centre (DIC).
to the Manufacturers/suppliers/Institutions of S.C./S.T. class of M.P.

FORMAT OF

EXCISE CLEARANCE CERTIFICATE FOR THE YEAR 2014-15

This is certified that central excise department cleared _____ M.T. paper of
M/s. _____ during the year 2014-15.

Encloser's : Copy of the Excise Clearance
Certificate for 2013-14 should
be enclosed from the prescribed
Mill.

Name, Seal Signature of Inspector/Supdt.
Central Excise.

COUNTER SIGNED BY

Asstt. Excise Commissioner or
An Officer of above rank.

FORMAT OF

CONFIRMATORY DECLARATION

It is hereby confirmed, declared and certified that only Virgin Pulp is used in the samples supplied by us and bind ourselves that if order is placed on us, we shall supply paper as per sample and use virgin pulp only. We shall be liable to penalty to compensate any losses and refusal to accept the goods, in case of breach of or deviation of this undertaking.

.....
(Signature of the Mill with Date and Seal)
Name of the Signatory
Post :

Confirmatory Declaration

	Item No	Name of Paper	Name of manufacturing mill
(1)
(2)
(3)
(4)
(5)