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

#### TENDER NO. P-2/2025-2026

Tel: 0755-2551565, 2576300 E-mail: info.mptbc@mp.gov.in : -support-eproc@nic.in (for E-tendering assistance)

## TENDER DOCUMENT

#### PROCUREMENT OF 250 GSM M.G. COVER PAPER

| Submission of tender                        | As per Key dates |
|---|------------------|
| Date and time of opening of Technical Bids  | As per Key dates |
| Date and time of opening of Commercial Bids | As per Key dates |
| of technically qualified bidders            |                  |

MANAGING DIRECTOR M.P. TEXT BOOK CORPORATION BHOPAL

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# KEY DATES

| 1) | Display of tender document on<br>e-Procurement System.                                   | :      | from 4.00 PM on 29.07.2024          |
|----|--|--------|-------------------------------------|
| 2) | Registration on system portal:   | :      | upto 10.00 AM on 20.08.2024         |
| 3) | Pre-Bid meeting  | :      | 3.30 PM on 09.08.2024               |
| 4) | Bid documents downloading last date & tim  | ie:    | 11.00 AM on 20.08.2024              |
| 5) | Bid closing & last Date & time for submission of online Technical bid and Commercial bid |        | 11.30 AM on 20.08.2024              |
| 6) | Last Date & time for submission of Technic in physical form: (in envelope <b>A</b> )     | al Bid | s : 11.30 AM on 21.08.2024          |
| 7) | Date & time of Opening of Technical Bids (online as well as in physical form)            |        | : 12.30 PM on 21.08.2024            |
| 8) | Date & time of opening of  |        |                                     |
|    | online commercial bids:  |        | A list of technically qualified     |
|    |  |        | bidders, whose commercial bids      |
|    |  |        | are to be opened, will be displayed |
|    |  |        | on website of the Corporation       |
|    |  |        | https://mptbc.mp.gov.in mentioning  |
|    |  |        | date, time and place of opening of  |
|    |  |        | commercial bids.                    |

#### **INVITATION FOR BIDS**

1. On behalf of the M.P. Textbook Corporation, Arera Hills, Bhopal, the Managing Director, M.P. Textbook Corporation invites online e-tenders from eligible bidders for the supply of M.G. Cover Paper specified in Table-1 below, as per key dates:-

# Table-1

| S.No | Description of goods  | Quantity (MTs) | Amount   | Minimum Annual       |
|------|---|----------------|----------|----------------------|
|      |   | (Approximate)  | of       | Production           |
|      |   |                | Earnest  | Capacity of the      |
|      |   |                | Money in | Manufacturing mill   |
|      |   |                | Rs       | as cleared by the    |
|      |   |                |          | GST (Central or      |
|      |   |                |          | State) Department    |
|      |   |                |          | for F.Y. 2023-24     |
|      |   |                |          | (refer clause 37(d)) |
| (1)  | (2)   | (3)            | (4)      | (5)                  |
| 1.   | Item code- MGCP250  | 3000 MTs       | Ten      |                      |
|      | M.G. Cover Paper conforming to specifications as specified in | 3000 MTS       | Lacs     | 20,000 MTs           |
|      | Annexure-I of bidding document.                               |                | only     |                      |
|      |   |                |          |                      |
|      |   |                |          |                      |
|      |   |                |          |                      |

2. The bid is open to all the eligible paper manufacturers who qualify for bidding under the prescribed terms and conditions.

Note : Item MGCP250 of Annexure-VIII, whose abbreviation is 250 GSM M.G. Cover Paper

# **General Instruction, Information and Terms & Conditions**

## **SECTION-I**

## **E- TENDERING PROCESS**

#### 3. **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the Mp tenders Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Mp tenders Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Mp tenders Portal.

More information useful for submitting online bids on the Mp tenders Portal may be obtained at: https://mptenders.gov.in

#### 3.1 REGISTRATION OF BIDDERS ON E-PROCUREMENT SYSTEM

- (a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://mptenders.gov.in) by clicking on the link "Online bidder Enrollment" on the Mp tenders Portal.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Mp tenders Portal.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / e-Mudhra etc.), with their profile.
- (e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- (g) A registration fee amounting Rs.500/- along with GST @ 18% (IGST / CGST@9% + SGST@9%), Total Rs. 590/- shall be paid online on the portal of M.P. State Electronics Development Corporation Ltd. Bhopal i.e. <u>https://mptenders.gov.in</u>

#### 3.2 SEARCHING FOR TENDER DOCUMENTS

- (a) There are various search options built in the Mp tenders Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the Mp tenders Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP tenders Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### 3.3 PREPARATION OF BIDS

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

#### 3.4 SUBMISSION OF BIDS

- (a)Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b)The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (d)The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (e) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (f) Upon the successful and timely submission of bids (i,e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (g)The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 3.5 ASSISTANCE TO BIDDERS

(a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. (b) Any queries relating to the process of online bid submission or queries relating to mp tenders Portal in general may be directed to the 24X7 mp tenders Portal Helpdesk.

#### 4. DIGITAL CERTIFICATE

- 4.1 To establish the identity of the bidder, the bid submitted online shall be signed digitally with a Class III Digital Certificate. The bidder may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.
- 4.2 A Class III digital certificate is issued upon receipt of mandatory identity proofs along with an application form. It may take upto 7 working days for issuance of Class III digital certificate; hence the bidders are advised to obtain it at the earliest.
- 4.3 (a) 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.

(b) In case of Private Limited Company or Public Limited Company, the Managing Director or any other person having designated authority to authorize a specific individual, has to authorize a specific individual through an authority letter.

(c) This authorized user shall be required to obtain a digital certificate.

- 4.4 The digital certificate issued to the authorized user of a partnership firm / Private Limited Company/Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.
- 4.5 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. 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.
- 4.6 In case, during the process of a particular tender, the bidder losses its digital certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); bidder may not be able to submit its bid online. Hence, the bidders are advised to keep their digital certificates in a safe place under proper security.
- 4.7 The prospective bidder may contact e-Procurement Cell, M.P. Textbook Corporation, Bhopal or E-tendering Helpdesk & Digital Signature assistance at M.P. State

Electronics Development Corporation Ltd. Bhopal for the issuance of digital certificate. (refer clause no. 9 of Section-I)

4.8 Bid 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.

#### 5. <u>SET UP OF BIDDER'S COMPUTER SYSTEM</u>

To operate on the e-Procurement System, the bidder is required to establish a computer system having the operating system, internet connectivity, utilities, fonts, etc. A help file on setting up of the computer system can be obtained from helpdesk of M.P. State Electronics Development Corporation Ltd. Bhopal

- 6. <u>PUBLICATION OF N.I.T.</u>
- 6.1 For the tender 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 bidder 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 portal <u>https://mptenders.gov.in</u>.
- 6.2 All Corrigendum/Amendments/ Changes, if any, will be issued and made available only on Portal <u>https://mptenders.gov.in.</u> No Corrigendum/ Amendments/Changes, will be issued in newspapers. Hence prospective bidders are advised to keep visiting the e-Procurement System on the portal <u>https://mptenders.gov.in</u> on regular basis.
- 7. <u>KEY DATES</u>

The e-tendering portal allows different tasks and activities to be performed only between the time limits set for that particular stage as per key dates. So Bidders are advised to strictly follow the time schedule prescribed as per Key Dates for different tasks and responsibilities to participate in the e-tendering process.

#### 8. DOWNLOADING OF THE BIDDING DOCUMENTS

- 8.1 The bidding documents can be downloaded online from the portal <u>https://mptenders.gov</u>.in. The bidding documents will be available for downloading immediately after the online release of tender and up to the scheduled date and time as set in key dates.
- 8.2 Cost of bidding document (non-refundable) is Rs. 30,000 + GST (@18% (SGST @9%+CGST@9%)Rs 5400/ = 35,400/- (Rs. Thirty Five Thousand Four Hundred

**only)**, which shall be paid online on the portal of M.P. State Electronics Development Corporation Ltd. Bhopal i.e. <u>https://mptenders.gov.in</u>

- 8.3 Non submission of requisite amount of cost of bid document fee shall result in rejection of bid.
- 9. The bidder may contact and get help regarding registration on e-procurement system, issuance of Digital Certificate and any further queries regarding e-tendering process:
  - 1. Nodal Officer- e-Procurement System M.P. TEXTBOOK CORPORATION, Bhopal-462011, Tel.No. 0755-2576300 /2551565/ 9201998007/ 8269228947
  - E-tendering Helpdesk & Digital Signature assistance at M.P. State Electronics
    Development Corporation Ltd. Bhopal Mobile No. Shri Neeraj Pandey -9425304368.
  - 3. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 / 0120-4200 462 / 0120-4001 005 / 0120-6277 787

# **SECTION II**

# Terms and Conditions

#### 10. Eligible Bidders

This Invitation for Bids is open to all the eligible paper manufacturers as per Qualification Criteria given in the bidding document.

#### 11. **Cost of Bidding** :

The bidder shall bear all the costs associated with preparation and submission of his Bid, and in no case the Corporation will be responsible or liable for that cost, regardless of the conduct or outcome of the bidding process.

#### **BIDDING DOCUMENT**

#### 12. Sections of the Bidding Documents

12.1 The Bidding Documents consist of all documents/sections and annexure indicated below, and should be read in conjunction with any addendum issued in accordance with Clause **13**.

| Sr.<br>No. | Name of Document   |
|------------|--|
| (1)        | (2)  |
| 1.         | Key Dates  |
| 2.         | Invitation For Bids  |
| 3.         | General Instruction,Information and Terms & Conditions<br>Section I: E-Tendering Process<br>Section II : Terms and Conditions<br>Section III : Eligibility & Qualification Requirements<br>Section IV : Supply of Paper and Payment etc. |
| 4.         | Schedule of Specifications (Annexure-I)  |
| 5.         | Format of Agreement (Annexure-II)  |
| 6.         | Format of Bank Guarantee (Annexure-III)  |
| 7.         | Technical Bid Form (Annexure-IV)   |
| 8.         | Format of Clearance Certificate (Annexure-V)   |
| 9.         | Format for Submission of Samples (Annexure-VI)   |
| 10         | Format for declarations (Annexure-VII)   |
| 11.        | Commercial Bid Form (Annexure-VIII)  |

- 12.2 The Corporation is not responsible for the completeness of the Bidding Document and their addendum, if they were not obtained directly from the e-tendering portal.
- 12.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may **result in the rejection of the bid.**

#### 13. Amendment of Bidding documents

- 13.1 The Managing Director reserves the right to Correct /Change/Alter/Amend/Modify the bidding document before the last date and time for submission of online bids.
- 13.2 All Corrigendum/Amendments/Changes, if any, will only be issued and made available only on portal https://mptenders.gov.in No Corrigendum/Amendments/Changes, will be issued in newspapers. Hence prospective bidders are advised to keep visiting the e-Procurement System on the portal https://mptenders.gov.in on regular basis.

#### PREPARATION OF BIDS

#### 14. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Corporation, shall be written in English or Hindi language, provided that any printed literature furnished by the Bidder may be in another language so long as it is accompanied by an accurate translation in English/Hindi of its pertinent passages.

#### 15. Documents Comprising the Bid

15.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I : This shall be named Technical Bid and shall consist of:

I. Online technical bid, filling all the fields as prescribed along with scanned copies of all prescribed documents as mentioned in **clause 15.4**.

**II.** Technical bid in physical form (Annexure IV) and along with original document(s) as prescribed in **clause 15.4**,

Part II: This shall be named Commercial Bid and shall consist of:

- I. online commercial bid, filling all the fields as prescribed.
  - (a) Price Bid of 250 GSM M.G. Cover Paper specified in bidding document;
  - (b) Freight, unloading and stacking charges (including all taxes) for additional/less per km per ton
  - (c) Distance between paper manufacturing unit and Bhopal
- 15.2 The envelope of technical bid (in physical form) shall be separately sealed and marked in accordance with Sealing and Marking Instructions in Clause 25.
- 15.3 The bidder has to submit online technical bid and commercial bid by attaching scanned copies of prescribed documents and giving relevant information in the fields prescribed.
- 15.4 The bidder has to submit the original documents, as the case may be, along with the envelopes of technical bid (Envelope A) as per the key dates. Details are given in the Table-2 below :

# <u>Table-2</u>

# A : Technical Bid

| Sr.<br>No | Document/instrument  | Original to be<br>submitted<br>with technical<br>bid in<br>physical form | Scanned<br>copy to be<br>attached<br>with online<br>technical bid | Refer<br>clause No. |
|-----------|--|--|---|---------------------|
| (1)       | (2)  | (3)  | (4)   | (5)                 |
| 1.        | Tender document fee of Rs. 35,400/-<br>(Rs. 30,000 + GST @18%, Rs 5400)<br>to be submitted online  | No   | Yes   | 37 (b)              |
| 2         | EMD of Rs. 10.00 Lacs to be submitted online   | No   | Yes   | 37 (c)              |
| 3.        | Clearance Certificate issued by GST<br>(Central or State) Department<br>(Annexure-V)   | Yes*   | Yes   | 37 (d & e)          |
| 4         | Registered / Notarized Power of Attorney regarding authorization   | Yes  | Yes   | 37 (k)              |
| 5.        | (a). Notarized Declaration regarding near relatives  | Yes  | Yes   | 37 (q)              |
|           | (b). Notarized Declaration that the bidder has not been currently debarred by NCERT, Textbook Corporation/Board of any state or any department/PSU of central or state Govt. |  |   | 37 (r)              |
|           | (Annexure-VII)   |  |   |                     |
| 6.        | Samples of 250 GSM M.G. Cover Paper of prescribed size & quality.  | Yes  | No.   | 37 (o & p)          |
|           | (Annexure-VI)  |  |   |                     |
| 7.        | Copy of E.P.F registration of bidder paper mill.   | Yes  | Yes   | 37(s)               |
| 8.        | Technical bid : Form A (Annexure IV)   | Yes  | Yes   |                     |

| Sr.<br>No | Undertaking/Confirmation in prescribed format   | Technical<br>bid in<br>Physical<br>form      | Online<br>Technical<br>bid                 | Refer<br>clause<br>No. |
|-----------|---|--|--|------------------------|
| (1)       | (2)   | (3)  | (4)  | (5)                    |
| 9.        | Bid is being submitted for full tendered quantity 3000 MTs (Annexure-IV)  | Duly filled all<br>entries in<br>Annexure-IV | Making<br>entries in the<br>relevant field | 37 (f)                 |
| 10        | Rates of products of more than one paper mill/units are not being quoted <b>(Annexure-IV)</b>   | Duly filled all<br>entries in<br>Annexure-IV | Making<br>entries in the<br>relevant field | 37 (h)                 |
| 11        | The undertaking of the paper mill that it has authorized submission of only one bid on its behalf (Annexure-IV)                             | Duly filled all<br>entries in<br>Annexure-IV | Making<br>entries in the<br>relevant field | 37 (j)                 |
| 12        | Rates inclusive of all F.O.R. Bhopal,<br>have been quoted for paper excluding<br>weight of wrapper, Hazien cloth/HDPE<br>etc. (Annexure-IV) | Duly filled all<br>entries in<br>Annexure-IV | Making<br>entries in the<br>relevant field | 37 (m & n)             |

\* A self attested true copy may be submitted but original certificate would have to be compulsorily produced for verification at the time of opening of technical bid.

# **B** : Commercial Bid

| Sr.<br>No. | Document  | Commercial bid in physical form | Online<br>commercial bid                    |  |
|------------|---|---------------------------------|---|--|
| (1)        | (2)   | (3)                             | (4)   |  |
| 1.         | Rates per metric ton F.O.R. M.P. Textbook<br>Corporation Central Depot, Bhopal<br>inclusive of GST and any other taxes,<br>duties, cess etc., unloading and stacking<br>charges for 250 GSM M.G. Cover Paper in<br>Sheet 61x86.5 cms and 53.5x74 cms of<br>prescribed specifications (Part I of<br>Annexure VIII) | No                              | To be filled<br>online in<br>relevant field |  |
| 2.         | Freight, unloading and stacking charges<br>(including all taxes) for additional/less per<br>km per ton( Part II of Annexure VIII)   | No                              | To be filled<br>online in<br>relevant field |  |
| 3.         | Distance between paper manufacturing unit and Bhopal( Part II of Annexure VIII)   | No                              | To be filled<br>online in<br>relevant field |  |

15.5 The following documents, though not submitted with the Bid shall be deemed to be part of the Bid.

| Sr. No. | Name of Document  |
|---------|---|
| (1)     | (2)   |
| 1.      | Key Dates   |
| 2.      | Invitation for Bids   |
| 3.      | General Instruction, Information and Terms & Conditions<br>Section I: E-Tendering Process<br>Section II : Terms and Conditions<br>Section III : Eligibility & Qualification Requirements<br>Section IV : Supply of Paper and Payment etc. |
| 4.      | Schedule of Specifications (Annexure-I)   |
| 5.      | Format of Agreement (Annexure-II)   |
| 6.      | Format of Bank Guarantee (Annexure-III)   |
| 7.      | Technical Bid Form (Annexure-IV)  |
| 8.      | Format of Clearance Certificate (Annexure-V)  |
| 9.      | Format for Submission of Samples (Annexure-VI)  |
| 10      | Format for Declarations (Annexure-VII)  |
| 11.     | Commercial Bid Form (Annexure-VIII)   |

#### 16. Bid Submission Form

- 16.1 Alteration to the format provided for bid submission shall not be allowed and no substitute shall be accepted. All blank spaces shall be filled in with the required information. The bidder has to strictly follow this in online submission as well as in submission in physical form.
- 16.2 The bidder is expected to read carefully all instructions, conditions, tender form, appendix to tender form, agreement format, specifications, annexure, schedules etc. in the bid document. Failure to comply with the requirements of bid submission shall strictly be at the bidder's risk. Bid, which is not substantially responsive to the requirements of the bid documents, shall be rejected without assigning any reason to the bidder.

#### 17. Bid Prices

17.1 Prices indicated in the online Commercial bid shall be entered separately taking into

account of Clause **15.4 B & Annexure-VIII** in respect of the Basic Rate, Freight, (including loading, unloading and stacking cost etc.), Insurance, GST (IGST/(SGST+CGST)) any other charges and the Total Unit Price as a bundle service.

- 17.2 Bid Price offered in Annexure-VIII by the bidder shall only be considered while evaluating the bids. Bid price will not be adjusted for any unconditional or conditional discount offered by the bidder.
- 17.3 The rates and prices quoted by the bidder shall remain operative during the period of contract and shall not be subject to adjustment or change on any account. The Corporation shall not be liable to pay any other new taxes/duties/cess etc or upward revision of existing taxes, duties, cess etc. except GST applicable to supplier paper mill, levied by Central Government or State Government or local bodies during the contract period. However the Corporation will accept revision (higher/lower) in rate only in the event of any revision to the basic rate of GST (IGST/(SGST+CGST)) as applicable on during the course of contract, if effected by the Government of India..

#### 18. FALL CLAUSE :-

- 18.1 The basic rate of the paper supplied under the Contract by the Supplier shall in no event exceed the basic rate at which the Supplier sells the paper of identical grammage and specifications to any Department/PSU of Central Government or a State Government, as the case may be, during the Contract period.
- 18.2 If at any time during the contract period, the Supplier reduces the basic rate, or sells paper of identical grammage and specifications to any Department/PSU of Central Government or a State Government, as the case may be, at a lower basic rate than under this Contract, he shall forthwith notify such reduction or Sale to M.P. Textbook Corporation and the basic rate payable under the Contract for the paper supplied after the date of coming into force of such reduction or sale, stand correspondingly reduced.
- 18.3 The Supplier shall furnish following certificate alongwith each bill for payment for supplies made under the Contract-

"It is certified that the supplier paper mill has not reduced or made any sale to any Department/PSU of Central Government or a State Government, at a basic rate lower than the basic rate of the contract, during the contract period for the paper of identical grammage and specifications."

18.4 If at any time, it comes to the notice of the Corporation that during the period of Contract, the supplier has made the supplies at a lower basic rate to any Department/PSU of Central Government or a State Government, as the case may be, the Corporation shall recover the difference amount from the supplier.

#### 19. Bid Currencies

Prices shall be quoted in Indian Rupees only.

#### 20. Documents Establishing Bidder's Eligibility and Qualifications

The Bidder shall provide documentary evidence of his eligibility and qualification to perform the contract to the Corporation's satisfaction, if his Bid is accepted, as per the Qualification Criteria specified in **clause 37**.

# 21. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

To establish conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of his Bid documentary evidence that the Goods conform to the technical specifications and standards specified in **Annexure-I**, Schedule of Specifications. {refer clause 37(o)}

#### 22. Earnest Money Deposit

- 22.1 Bidder shall furnish, as part of his bid, Earnest Money Deposit in the amount specified in the Bidding document.
- 22.2 The Earnest Money Deposit is required to protect the Corporations interest against the risk of bidder's conduct which would warrant forfeiture of Earnest Money, Pursuant to **Clause 22.7**
- 22.3 The Earnest Money shall be paid online on the portal of M.P. State Electronics Development Corporation Ltd. Bhopal i.e. <u>https://mptenders.gov.in</u>
- 22.4 Any bid from a Bidder not secured in accordance with **Clauses 22.1 and 22.3** above **will be summarily rejected** by the Corporation as non-responsive, pursuant to **Clause 30**.
- 22.5 The Earnest Money of unsuccessful bidders will be discharged/ returned as promptly as possible within time period of Bid Validity prescribed by the Corporation, pursuant to **Clause 23** but not later than 30 days of the award of

contract to the successful Bidder. No interest will be paid on earnest money deposit.

- 22.6 The Earnest Money of successful Bidder will be discharged upon the Bidder signing the contract, pursuant to **Clause 34**, and furnishing the Performance Security, pursuant to **Clause 35**.
- 22.7 Earnest Money shall be forfeited:
  - (a) if a Bidder withdraws his Bid prior to its rejection or before or after its acceptance is communicated to the bidder during the period of Bid validity; or
  - (b) in case of the successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with **Clause 34**; or
    - (ii) to furnish Performance Security in accordance with **Clause 35**.
- 22.8 There shall be no exemption in EMD to MSME or any other category of bidders.

#### 23. Period of Validity of Bids

- 23.1 Bids shall remain valid for 180 days from the date of bid opening prescribed by the Corporation, pursuant to **Clause 28.** Any Bid valid for a shorter period than the period specified **shall be rejected** by the Corporation as non-responsive.
- 23.2 In exceptional circumstances, the Corporation may solicit the Bidder's consent for an extension of the period of Bid validity. The request and the responses there to shall be made in writing or by fax. The Earnest Money provided under **Clause 22** shall also be suitably extended in such case. A Bidder may refuse the request without forfeiting its Earnest Money. A Bidder accepting the request for extension of bid validity will neither be required nor permitted to modify his Bid.

#### 24. Format and Signing of Bid

- 24.1 The Bidder shall submit online bid in the format provided on e-tendering portal with his digital signature and also he has to submit technical bid along with required documents in original.
- 24.2 The rates in online commercial bid shall be quoted both in words and figures
- 24.3 No rates shall be quoted in the technical bid 'Envelope A'.
- 24.4 The bid shall be signed by the Bidder or a person duly authorized to bind the

Bidder to the contract. The letter of authorization shall be indicated by written registered/notarized power-of-attorney accompanying the Bid. All pages of the Bid, shall be signed by the person submitting the Bid.

- 24.5 The Bid shall not contain any interlineations, erasures or overwriting or additions except, as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the persons or persons submitting the Bid.
- 24.6 If there is any discrepancy or difference in bid submitted online with the bid submitted physically, the information submitted online shall only be taken into consideration.

#### SUBMISSION OF PHYSICAL BIDS

#### 25. Sealing and Marking of Physical Bids

- 25.1 The Bidder shall submit the sealed envelopes superscribed with words "Envelope A TECHNICAL BID FOR SUPPLY OF 250 GSM M.G. COVER PAPER FOR ACADEMIC YEAR 2025-26 DUE ON 20.08.2024". Technical Bid will be opened on time and date as specified in the tender document. The contents of the Technical and Commercial Bids shall be as specified in Clause 15.4.
- 25.2 The envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is not received as per key dates.
- 25.3 If the envelopes are not sealed and marked as required by **Clause 25.1**, and/or not submitted in accordance with the manner described in **clause 26.3**, the Corporation will assume no responsibility for the Bid's misplacement or premature opening.
- 25.4 Submission of the bid shall be deemed to be the acceptance by the bidder of all the terms and conditions contained herein.
- 25.5 The online financial bid will not be opened till finalization/evaluation of Technical Bid.

#### 26. Deadline for Submission of Bids

26.1 Bids in physical form must be received by the Corporation at the address specified under **Clause 26.3** not later than as specified in key dates. In the

event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

- 26.2 The Managing Director may, at his discretion, extend this deadline for submission of Bids by amending the Bid Documents in accordance with Clause 13, in which case all rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 26.3 (a.) Apart from submission of online technical and commercial bid on e-tendering portal as per key dates, it shall be the responsibility of the Bidders to ensure that the completed Bidding Document in physical form, is dropped in the sealed tender box kept at reception area of the M.P. Textbook Corporation, Arera Hills, Bhopal, if the Bid is to be delivered by hand. Alternatively Bidders may, send their Bids by post to the M.P. Textbook Corporation, Arera Hills, Bhopal by the time and date stipulated for receipt of Bids.

(b.) Any delay, even postal delay in the receipt of Bids would be considered late submission of Bid and the **Bid would be rejected**. Mere handing over of the Bidding Documents at the Reception Counter or at any other counter or room or person shall not be considered as submission of Bid.

#### 27. Late Bids

Any Bid (in physical form) received by the Corporation after the deadline for submission of Bids prescribed by the Corporation, pursuant to **Clause 26**, shall not be considered and returned unopened to the Bidder.

#### **OPENING AND EVALUATION OF BIDS**

#### 28. Opening of Bids by the Corporation

28.1 The online technical bids and technical bids in physical form of all the bidders, received within the prescribed time limit of key date, will be opened in the presence of authorized representatives of bidders (maximum two persons of each bidder), who may wish to attend the opening of bids in the office of M.P. Text Book Corporation, Arera Hills, Bhopal as per key date and time. In the event of the specified date for the submission of Bids being declared a holiday

for the Corporation, the Bids will be opened at the appointed time and location on the next working day.

- 28.2 The envelope containing the Technical Bid shall be opened. If the Demand Draft for the cost of the tender Documents is not there, or incomplete, the remaining Bid Documents will not be considered, and **Bid will be rejected**.
- 28.3 In all cases, the amount of Earnest Money and validity shall be announced. Thereafter, the Bidders' names and such other details as the Corporation may consider appropriate, will be announced by the Corporation.
- 28.4 The evaluation of Technical Bids will be done after the opening of online and physical Technical Bids. Evaluation will be made with respect to Earnest Money, Qualification Criteria and other information furnished in pursuant to Clause 15.4 A and clause 37. On the basis of such evaluation a list of responsive Bids will be drawn up. The online commercial bids of only those Bidders who qualify in the evaluation of the Technical Bids will be considered.
- 28.5 The decision of Managing Director, M.P. Text Book Corporation regarding qualified technical bids, under the terms and condition of bidding document, shall be final.
- 28.6 The Corporation shall inform the Bidders, whose Technical Bids are found responsive, of the date, time and place of opening of the Commercial Bids. A list of technically qualified bidders, whose commercial bids are to be opened, shall be displayed on website of the Corporation <u>https://mptbc.mp.gov.in</u>.
- 28.7 The online COMMERCIAL BIDs of only those bidders, whose technical bid qualify under the terms and conditions of document will be opened in the presence of authorized representatives of bidder (maximum two persons of each bidder) who may wish to remain present during the opening of bids in the office of M.P. Text Book Corporation, Arera Hills, Bhopal as per key dates and time.
- 28.8 At the time of the opening of the 'Commercial Bid', the names of the Bidders whose Bids were found responsive in accordance with bid document will be announced and the Commercial Bids of only those Bidders will be opened. Any Bid Price which is not read out and not recorded will not be taken into account in Bid Evaluation.
- 28.9 In first call of tender only single valid commercial bid shall not be opened.

#### 29. Clarification of Bids and Contacting the Corporation

- 29.1 Pre-bid meeting : A pre bid meeting will be organized on specified date at 3.30 PM on 09.08.2024 in the office of M.P. Textbook Corporation Pustak, Bhawan Arera Hills Bhopal. This meeting may be attended by all prospective bidders. who wish to do so. Any clarification with respect to tender document may be sought in writing during the meeting and the response will be given thereafter. Bidders may also send their queries, if they so desire, in writing/E-mail on or before 5.30 PM on 08.08.2024 (one day prior to the pre-bid meeting). Decision taken by the Corporation shall be intimated to all bidders by 5.30 PM on 12.08.2024 by uploading on e-Procurement System portal https://mptenders.gov.in & website of the Corporation <u>https://mptbc.mp.gov.in</u>.
- 29.2 After submission of bid, communication from the bidder in any form either in writing or oral in support of bid clarification, explanation supplement shall not be entertained. However to assist in the examination, evaluation and comparison of Bids, the Corporation may, at its discretion, ask the Bidder for a clarification of his Bid. No change in the prices or substance of the Bid shall be sought or offered, or permitted under any circumstances.
- 29.3 No Bidder shall contact any officer of the Corporation on any matter relating to his Bid from the time of the Bid opening till the time the contract is awarded. Any attempt by the Bidder to influence the Corporation's Bid Evaluation, Bid Comparison or Contract Award decision may result in the **rejection of his Bid**.
- 29.4 The process of interpretation and comparison of bids and recommendations concerning the award of the contract shall not be disclosed to the bidders or any other person. <u>CANVASING IN ANY FORM SHALL RESULT IN CANCELLATION OF THE BID.</u>

#### 30. Responsiveness of Bids

- 30.1 During the detailed evaluation of "Technical Bids", the Corporation shall determine whether each Bid
  - (a) meets the eligibility criteria defined in Clauses 15 and 37;
  - (b) has been properly signed;
  - (c) is accompanied by the full required securities;
  - (d) meets the full quantity of Bid, and
  - (e) is substantially responsive to the requirements of the Bidding Documents.

30.2 During the detailed evaluation of the "Commercial Bids", the responsiveness of the Bids will be further determined with respect to the remaining Bid conditions, i.e., **Schedule of Specifications, Annexure I**. A substantially responsive "Commercial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Goods; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Corporation's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidder's presenting substantially responsive Bids.

#### AWARD OF CONTRACT

#### 31 Award Criteria

- 31.1 The Corporation will evaluate Part I of Annexure VIII of commercial bids of responsive bidders to determine the lowest evaluated bid and also draw a list of responsive evaluated bidders in order of L-1, L-2, L-3 and so on.
- 31.2 If considered necessary in the interest of the Corporation, the Managing Director reserves the right to enter into negotiation with the lowest evaluated bidder (L-1) for the purpose of lowering rates only in second and subsequent call of bid, keeping in view Notification no. F-2/3/2004/rule/four dated. 5/04/2005 read with memorandum number F4-2/2010/rule/four-bhopal dated 30-December 2010 & No. F4-2/2012/rule/four, Bhopal dated 16 March 2012 of Government of M.P, Finance Department.
- 31.3 The Corporation will award the contract to the successful bidder whose Bid has been determined to be substantially responsive and as the lowest evaluated Bid (L-1).
- 31.4 The Managing Director reserves the right to accept the **bid in full or in part** and the bidder shall have no claim for revision of rate or other condition(s) if his bid is accepted full or in part.

#### 32 Corporation's right to accept any Bid and to Reject any or all Bids

The Corporation reserves the right to accept or reject any Bid, and to annul the

bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Corporation's action. Corporation is not bound to accept the lowest evaluated bid.

#### 33 Notification of Award

- 33.1 Prior to the expiration of the period of Bid Validity, the Corporation will notify the successful Bidder in writing by speed post &/E-mail (*E-mail to be confirmed in writing by speed post.*), that his Bid has been accepted.
- 33.2 The notification of award will constitute the formation of the contract.
- 33.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 35, the Corporation will promptly discharge Earnest Money of unsuccessful bidder pursuant to Clause 22.

#### 34 Signing of contract

- 34.1 At the same time as the Corporation notifies the successful Bidder that his Bid has been accepted, the Corporation will send the Bidder the contract form provided in Annexure II of the Bidding Documents, incorporating all agreements between the parties.
- 34.2 The successful bidder shall execute an agreement within 10 days of the issue of letter of acceptance.

#### 35 Performance Security

- 35.1 Within 10 (Ten) days of the receipt of notification of award by the Corporation, the successful Bidder shall furnish the Performance Security in accordance with **Clause 35.3** for a period of two years from the date of award of contract.
- 35.2 Failure of the successful Bidder to comply with the requirement of **Clause 34 or Clause 35.1** shall constitute sufficient grounds for annulment of the award and forfeiture of the Earnest Money.
- 35.3 (a.) While executing the agreement the successful bidder shall deposit security amount equal to 5% of value of the quantity as communicated pursuant to clause 33 ,by Demand Draft in favour of M.P. Textbook Corporation, Bhopal, payable at Bhopal or shall submit bank guarantee issued by a scheduled bank of the amount equal to 10 % of the value of the quantity

as communicated pursuant to **clause 33**, 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.

(b.) The agreement shall not be executed unless the performance security deposit has been deposited in full or the bank guarantee of the prescribed amount has been submitted and verified from the issuance bank.

- 35.4 The security deposit will be returned, as early as possible, on satisfactory performance of the contract.
- 35.5 No interest will be paid on Performance Security Deposit.

#### 36 Corporation's Right to Vary Quantities

The Managing Director reserves the right to increase/decrease the quantity of the order upto 50% of the tendered quantity

#### SECTION-III

#### ELIGIBILITY AND QUALIFICATION REQUIREMENT

#### 37 Bid shall not be considered valid if:-

- (a) the bidder does not successfully submit the online bid and the documents required to be submitted along with technical bid 'Envelope A', as per key dates and time and in accordance with the procedure mentioned in tender document;
- (b) it is not accompanied with tender document fee including GST (SGST+CGST) amounting Rs. 35400/- (Rupees Thirty Five Thousand Four Hundred only), which shall be paid online on the portal of M.P. State Electronics Development Corporation Ltd., Bhopal <u>https://mptenders.gov.in;</u>
- (c) it is not submitted in prescribed form and not accompanied with earnest money of Rs. 10,00,000. (Rupees Ten Lacs only) which shall be paid online on the portal of M.P. State Electronics Development Corporation Ltd., Bhopal <u>https://mptenders.gov.in;</u>
- (d) the production capacity of the paper mill whose cover paper is being offered in the bid was less than 20,000 Metric tons in the last financial year 2023-2024.

A clearance Certificate issued by an authorized officer of the GST (Central or State) Department, shall clearly mentioning that it has cleared minimum 20,000 M.T.(Twenty thousand Metric tons) paper, during the financial year 2023-2024, shall be submitted. (Indicative Format attached as **Annexure -V**)

**Explanatory Note :-** The production capacity means the quantity of paper as mentioned in the clearance certificate issued by an authorised officer of the GST (Central or State) Department for a particular mill situated at a specific place/location for the financial year 2023-2024. Clearance Certificate issued by authorised officer of the GST (Central or State) Department for mills/units situated at different place(s)/location shall not be clubbed for purpose of assessing the production capacity of the bidder paper mill.

- (e) a self attested true copy of certificate prescribed in Annexure-V (Indicative format) is not submitted along with technical bid Form-A and <u>the original certificate is not</u> <u>produced for verification at the time of opening of technical bid;</u>
- (f) the rates are not quoted online for full tendered quantity i.e. 3000 M.T. of 250 GSM M.G. Cover Paper;

- (g) the tender is conditional and inconsistent with the terms and conditions of this tender document ;
- (h) rates of products of more than one paper mill/Units are quoted;
- rates have not been quoted on the basis of rate of GST (IGST/(SGST+CGST)) imposed on the paper for 250 GSM M.G. Cover Paper;
- a bidder submits more than one bid or authorizes more than one person for submission of bid on its behalf;
- (k) authority of the concerned bidder to the effect that the person who has signed the bid has been authorized to submit the tender on its behalf, is not enclosed with the bid; (Sr.No. 4 of Annexure-IV)
- the technical bid in physical form and the scanned copy of online submitted technical bid has not been signed by the same authorized person.
- (m) rates for 250 GSM M.G. Cover Paper per metric ton F.O.R. M.P. Textbook Corporation Central Depot, Bhopal inclusive of inclusive of GST as bundle service etc. applicable to supplier paper mill according to the provisions of enactments and unloading and stacking charges, are not quoted. Please clearly specify at what rate of GST(IGST/(SGST+CGST)), the rate of paper has been quoted; (see note 1 of part-I of Annexure-VIII).
- (n) the weight of the wrapper, Hazien cloth/HDPE etc. is included in the rates quoted;
- (o) technical bid is not accompanied with 30 (Thirty) sample sheets of A-2 (42x59.4 cm) size, of 250 GSM M.G. Cover Paper of prescribed quality each duly signed by the authorized signatory of the bidder, the samples must conform with the quality requirements as mentioned in Annexure –I. <u>Corporation will get the samples tested in any Govt./PSU Laboratory.</u>

Except at the prescribed place as mentioned in **Annexure** –**VI**, samples should not bear any identification mark of any type. Contravention to this shall result in **rejection of the submitted bid**.

- (*p*) the samples of paper submitted along with Cover `A': Technical Bid have not been signed and stamped by the authorized person of manufacturing mill.
- (q) a declaration regarding none of near relative(s) of any owner/authority of bidder is employed with M.P. Textbook Corporation or if any relative is employed with M.P. Textbook Corporation then the detail of thereof, is not enclosed (As per format in Annexure VII.)

- (r) a declaration that the bidder has not been currently debarred by, NCERT, Textbook Corporation/Board of any state or any department/PSU of central or state Govt. (As per format in Annexure VII.)
- (s) A self attested true copy of E.P.F. registration of the bidder paper mill is not submitted along with technical bid.

#### SECTION-IV

# Supply of Paper and Payment etc.

- 38. If the properties of the samples submitted along with the technical bid, except GSM, are found to be superior than as mentioned in **Annexure-I**, it shall be mandatory for the successful bidder to supply the paper as per the properties (except GSM), which are superior. The shade, feel and finish of the paper supplied shall not be inferior than the sample submitted and it should be same in each lot. The decision of the Managing Director shall be final and conclusive in this regard.
- 39. Subject to **clause 38**, the total quantity of 250 GSM M.G. Cover Paper as specified in terms and conditions & ordered shall be in conformity with approved size and quality specifications mentioned in **Annexure-I**.
- 40. Paper shall be supplied in batches in any or all the sizes and in quantities as per delivery schedule ordered by the Corporation. Tentative delivery schedule is shown in **point no. 7** of Annexure-I which may however be revised by the Managing Director, if warranted by exigencies of work of the Corporation. As per clause 36 the successful bidder shall be bound to effect deliveries in accordance with the revised supply schedule without claiming any revision of the rates.
- 41. The date of supply shall be the date on which the consignment reaches the required destination.
- 42. Paper may be supplied to the different destinations of consignee/consignees as per dispatch order given by the 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 bidder, as the case may be. The bidder is required to quote in part-II of commercial bid the freight charges for additional/less per km per ton which will be paid/deducted for making the supplies to different printers directly as the case may be. In such cases it shall be the duty of consigner/consignee, other than the Corporation, to ensure that the paper supplied is of the quality specified by the Corporation and the Corporation may require that the bidder produces certificate from approved agency/agencies in this regard.
  - (a) The Corporation reserves the right to monitor the supply of paper reams through RFID tags on them. The RFID tags shall be provided by the Corporation & the supplier shall be bound to attach the tags on reams of paper.

Further the supplier shall use the facilities provided by Corporation at central depot Bhopal, like boom barrier, weighing bridge etc.

- 43. Relevant Railway Receipt /Motor Receipt shall be sent free and direct to the consignee(s) freight prepaid.
- 44. The 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. The supplier paper mill will ensure transit Insurance of paper from paper mill to godowns of M.P. Textbook Corporation, Bhopal.
- 45. 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 6956:2001 reaffirmed 2022 with latest amendments. *For identification purpose the packing cover of each ream shall be visibly marked as "Manufactured for M.P.Textbook Corporation"*
- 46. The dispatch of each consignment shall be immediately communicated to the Corporation/consignee with the relevant details of Motor Receipt /Railway Receipt.
- 47. In respect of paper in sheets, the covering dispatch / delivery challans shall indicate only the net weight (Pure paper substance) of paper with ream numbers of each lot.

#### 48. **PENALTY.**

- (a) If paper is not received at the ordered destination within the period specified in clause 40 penalty for delay will be imposed @ 1% (one percent) per day of delay on the purchase value of paper supplied delayed.
- (b) In special circumstances the Managing Director, may However condone the delay keeping in mind the circumstances. The penalty can be imposed even if the delay in supply has not resulted in any financial loss to the Corporation.

# DETERMINATION OF QUALITY OF PAPER SUPPLIED & RIGHT TO REFUSE/ REJECT THE SUPPLIES:

49. The provisions of BIS 6956:2001 reaffirmed 2022, with latest amendments will be strictly adhered to. Paper supplied shall conform to the quality specification mentioned in Annexure-I, read with clause **38** and as ordered by the Corporation.

#### 50. Sampling and Testing of Supplied Paper :

- (a) The samples may be drawn at the point of manufacturing of paper or godowns of the Corporation or at the printing presses, as the case may be, in the presence of authorized representative of the supplier paper mill.
- (b) Three samples from a lot of paper supplied shall be drawn randomly, out of three samples, two samples shall be sent for testing to two different Government/PSU laboratories/institutions simultaneously. (a) Department of Paper Technology, Indian Institute of Technology, Roorkee, or (b) Forest Research Institute, Dehradun or (c) RITES Limited Mumbai or (d) Handmade Paper Institute Pune, (e) Central Pulp and Paper Research Institute ,Saharanpur or any other laboratory whichever the Corporation may decide. If the test reports received from two laboratories/institutions show similar results (i.e. samples passed in both test reports or samples failed in both test reports.), the reports will be accepted as such. If the two test reports show different results, the third sample, which was kept as reserve sample, shall be sent for testing to a third Government laboratory/institution. Thus out of the three test reports, the two test reports which show similar results about pass or fail of sample shall be taken in account only. These two reports shall be compared for all the properties and the value/values which have more deviation from the standard parameters shall be taken into consideration for preparation of final results by the Corporation. Only final results thus prepared shall be considered for all the related purposes.

## 51. Variation in Grammage and Penalty :

The variation in grammage will be accepted as per provisions of BIS 6956:2001. If the paper samples does not fulfill the requirement of BIS 6956:2001 with regard to variation in grammage, such lot of paper shall attract the following penalty/penalties:

## (a) The grammage is in the range of (+/-) 2.5% to 5% :

(i) If the grammage of the paper is more than the prescribed specification and is in the range of (+)2.5% to (+)5%, the calculation will be carried out for determining about the difference in area available for printing. The supplier shall have to make good the losses of area available for printing by way of supplying extra quantity of ordered paper at its cost. In addition, a penalty of Rs. 1000 (Rupees One thousand) per metric ton will also be imposed.

(ii) If the grammage is less than the prescribed specification and is in the range of (-)2.5% to (-)5% a penalty of Rs 1000 per metric ton will also be imposed on the quantity

which has been used by the Corporation and the remaining stock of such lot may be rejected.

#### (b) The grammage is beyond (+/-) 5% :

(i) If the grammage of the paper is more than the prescribed specification and is beyond (+)5%, the calculation will be carried out for determining about the difference in area available for printing. The supplier shall have to make good the losses of area available for printing by way of supplying extra quantity of ordered paper at its cost. In addition, a penalty of Rs. 2000 per metric ton will also be imposed.

(ii) If the grammage is less than the prescribed specification and is in the range of below (-)5% a penalty of Rs 4000 per metric ton will be imposed on the quantity which has been used by the Corporation and the remaining stock of such lot may be rejected

- 52. The tolerance allowed on the mass of ream shall be as per clause 4.2.2 of BIS 1848:2007. In case of supplies with higher ream weight (in case of paper is supplied in sheets) than standard weight the payment shall be released on the basis of standard weight. In case of underweight supplies in reams within the range of 4% to 5% shall be accepted by the Corporation at its own discretion. In such cases payment shall be released on the basis of average weight worked out in the physical verification with additional penalty of 0.5 % of the cost of paper. The underweight supplies beyond the limit of 5% shall be summarily rejected.
- 53. The samples drawn at random from the supplies shall be got tested from a Government/PSU Laboratories/institutes, as per standards, laid down and mentioned for paper. Sample failing in any tests will attract a penalty of 0.5% per test on the total amount of that lot of paper. Samples failing in more than three tests will attract penalty 1% per test, on the quantity which has been used by the Corporation, the remaining stock of such lot will be summarily rejected.
- 54. Notwithstanding anything contained in any clause, the Managing Director reserves the right to refuse and reject the paper if it is found:-
  - (i) Inferior in quality & improper packaging of paper etc. or not conforming to the specifications mentioned in Annexure-I and clause 38 ).
  - (ii) Other than specified and ordered by the Managing Director.

OR

- (iii) For any other sufficient reason.
- 55. The supplier paper mill shall have to lift the rejected stock of paper at its own cost on "as is where is basis" within a period of 20 days. If the same is not lifted within a period of 20

days, thereafter; the Corporation shall recover godown charges from the supplier paper mill as determined by Managing Director. The Corporation shall not accept any liabilities in this regard. It shall be the responsibility of the supplier to convert rejected and returned supplies into pulp only.

56. The Managing Director reserves the right to deduct from the running bill, the cost of damaged or torn sheets 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.

#### 57. **PAYMENT:**

- (i) On submission of the bill by the consignee along with the proof of actual receipt of the consignment, an amount equal to 90% of the bill raised and after making deductions, if any, will be paid.
- (ii) 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, an amount equal to 8% of the bill raised and after making deductions, if any, will be paid.
- (iii) 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, an amount equal to 2% of the bill raised and after making deductions, if any, will be paid. The supplier mill will submit Income Tax clearance certificate before the last payment, otherwise deduction will be made as per rule.
- (iv) For online logistic management, the Corporation will provide RFID tags to the supplier & he shall attach these tags with the reels/reams of the paper while supplying the material. The cost of these tags will be withheld till the tags are returned with reels/reams. The cost of unreturned tags will be deducted @ Rs. 15/- per tag GST Extra. The supplier will bear the cost of facilities like weigh bridges & unloading equipments provided by the Corporation at Central depot Bhopal.
- 58. (i) Any tax, duty, cess, etc which are payable by the supplier paper mill according to the provision of the enactments, it shall be paid by the supplier paper mill.

(ii) Any tax, duty, cess, etc which is payable by the Corporation, under the agreement according to the provision of enactments, it shall be borne by the Corporation.

(iii) There shall be deduction of taxes at source (TDS) by the Corporation according to the provision of the Central Government, State Government and local bodies and

be credited to their respective account and a TDS certificate will be issued in the name of the supplier paper mill.

59. (i) 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.

(ii) The Managing Director, of the 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 48(a)** 

- 60. It shall be the duty of the supplier to attend to and rectify all the complaints within 5 (five ) days ,pertaining to the manufacturing defects of paper supplied revealed at any stage.
- 61. 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.
- 62. Supply of paper shall start within 30 days from the date of issue of "Letter of Acceptance".
- 63. If the supplier paper mill commits breach(es) of any clause(s) of agreement, the Managing Director may cancel the contract in full or in part and make alternate arrangement for supply of paper from other suppliers at risk and cost of the supplier paper mill. In case of such cancellation not only the performance security of the supplier paper mill may be forfeited but remaining claims of the Corporation may be settled against the payments due to the supplier paper mill and through suitable legal measures, if necessary.
- 64. 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.
- 65. <u>ARBITRATION</u>: All disputes and differences arising out of the agreement or any breach of contract shall be referred to arbitration by the sole arbitrator Additional Chief Secretary/Principal Secretary/Secretary, Government of M.P School Education Department, Bhopal or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The provisions of Arbitration & Conciliation Act' 1996 as amended up-to-date shall apply to the proceedings before the Arbitrator.

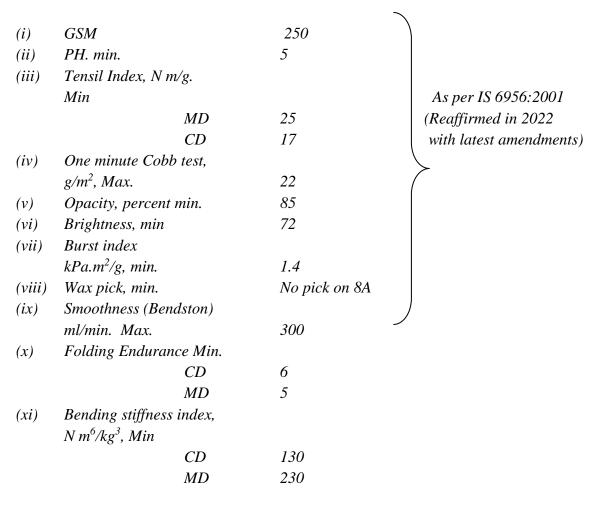
# ANNEXURE-I

## **SCHEDULE OF SPECIFICATIONS**

## (FOR MACHINE GLAZED COVER PAPER)

#### 1. Nomenclature : <u>MACHINE GLAZED COVER PAPER</u>

2. *Quality Requirement:* 



- (xi) The Paper shall be of uniform formation evenly finished and generally free from specks, holes and other blemishes.
- (Xii) No single test result shall vary by more than <u>+</u>5 percent from the nominal substance (GSM), further the mean of 10 test results shall not vary from the nominal substance by more than <u>+</u>2.5 percent.

Note :- If the properties of the samples submitted along with the technical bid, except GSM, are found to be superior than as mentioned in **Annexure-I**, it shall be mandatory for the successful bidder to supply the paper as per the properties (except GSM), which are on

superior side than Annexure-I. The shade, feel and finish of the paper supplied shall not be inferior than the sample submitted and it should be practicably same in each lot.

3. *Approximate quantity* 

#### 3000 M.T.

- 4. Sizes required 61 x 86.5 cm, 53.5x74 cm and any other size as per requirement. 1.) IS 6211: 1993
- 5. Packing & Marking

& 2.) Point 5 of IS 6956:2001(Reaffirmed – 2022)

- WEIGHT OF THE WRAPPER & HAZIEN CLOTH ETC. SHOULD BE EXCLUDED FROM <u>6.</u> THE GROSS WEIGHT & NET WEIGHT SHALL BE CONSIDERED AS THE QUANTITY SUPPLIED.
- 7. **Tentative delivery Schedule** : (See clause 40)

| <u>MONTH</u>   | <u>QUANTITY</u><br>(250 GSM)                          |
|--|---|
| September 2024<br>October 2024<br>November 2024<br>December 2024<br>January 2025 | 500 M.T<br>700 M.T<br>700 M.T.<br>600 M.T<br>500 M.T. |
|  | <br>3000 M.T.   |

# **ANNEXURE-II**

## FORMAT OF AGREEMENT

This agreement made at Bhopal this day \_\_\_\_\_\_ of \_\_\_\_\_ 2024, 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

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

WHERE AS the Corporation has invited online tender for supply of 250 GSM M.G. Cover Paper vide tender No. P-2/2025-26 on the terms and conditions envisaged in the terms schedule issued with the tender form and purchased online from <u>https://mptenders.gov.in</u> by the Supplier paper mill.

AND WHERE AS the Supplier paper mill having accepted each and every term and condition contained in the tender schedule submitted in its bid.

AND WHERE AS the Corporation accepted the bid submitted by the Supplier paper mill 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.
- c. Schedule of specifications for 250 GSM M.G. Cover Paper Annexure-I.
- d. The letter of acceptance dated \_\_\_\_\_
- e. The bid submitted by the Supplier paper mill online.

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 paper mill as hereinafter mentioned, the Supplier paper mill hereby covenants with the Corporation to supply in conformity with and in all respects with the provisions of the contract mentioned in terms and conditions accepting all the terms and conditions contained therein.

3. The Corporation hereby covenants to pay to the Supplier paper mill in consideration of the supply of 250 GSM M.G. Cover Paper on the terms and conditions contained in terms and condition of the tender at the contract price at the time and in the manner prescribed by the contract and mentioned in terms and condition.

The Supplier paper mill hereby covenants to supply 250 GSM M.G. Cover Paper of the specifications mentioned in Annexure-I, on the terms and conditions mentioned therein, in batches in any or all the sizes and in quantity as per delivery schedule order by the Corporation.

*Note :-* If the properties of the samples submitted along with the technical bid, except GSM, are found to be superior than as mentioned in **Annexure-I**, it shall be mandatory for the successful bidder to supply the paper as per the properties (except GSM), which are on superior side. The shade, feel and finish of the paper supplied shall not be inferior than the sample submitted and it should be practicably in same lot.

- 4. The Supplier paper mill has deposited full Security amount by bank draft or submitted the required bank guarantee and which shall be refunded to the Supplier paper mill by the Corporation, as early as possible, on the satisfactory performance of the contract, for the supply of 250 GSM M.G. Cover Paper, unless forfeited by the Corporation.
- 5. The Corporation may revise the delivery schedule and the Supplier paper mill 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 upto 50% and the Supplier paper mill 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.
- 6. The Supplier paper mill hereby covenants to supply 250 GSM M.G. Cover Paper to the consignee/consignees as per dispatch 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 paper mill, as the case may be.
- 7. The Supplier paper mill 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 250 GSM M.G. Cover Paper delivered to the consignee (Other than the Corporation) is also of the same quantity and same as mentioned in terms

and conditions and Annexure-I and in accordance with the dispatch order and he shall also produce certificate from approved agency/agencies in this regard.

- 8. The Supplier paper mill shall send relevant Railway Reciept/MotorReciept free of cost direct to the consignee/consignees freight pre-paid.
- 9. 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 paper mill bear the same. The supplier paper mill will ensure transit Insurance of paper from paper mill to godowns of M.P. Textbook Corporation.
- 10. The Supplier paper mill covenants that the consignment/consignments of 250 GSM M.G. Cover Paper to the consignee shall be securely 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 of IS 6956:2001 with latest amendments. Hazien cloth used for packing of paper should not be less than 12 Onz. For identification purpose the packing cover of each ream shall be visibly marked as "Manufactured for M.P. Textbook Corporation"
- 11. The dispatch of each and every consignment shall be immediately communicated to the Corporation/consignee concerned with relevant details of RailwayReciept/MotorReciept.
- 12. In respect of reams, the covering dispatch/delivery challan shall indicate only the net paper weight exclusive of weight of wrapper, hazien cloth etc.
- 13. The 250 GSM M.G. Cover Paper supplied by the Supplier paper mill shall conform strictly to the quality specified in Annexure-I in all respects and as per dispatch order. The Corporation reserves the right to refuse to accept the paper, if found not in conformity with Annexure-I and for any other sufficient reason at the discretion of the Corporation.
- 14. Insurance
  - 14.1 The Goods supplied under the agreement shall be fully insured by the Supplier paper mill at his own cost against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
  - 14.2 The M.P. Textbook Corporation will not pay separately for any transit insurance and the supplier paper mill will be responsible for the safe delivery of the material till the entire contracted material arrives at Corporation's godown in full quantity and in good condition. In case of any mis-happening in the transit of the Stores,

the Supplier paper mill at their own are to deal for lodgment of claim and take up the matter with the concerned authorities for its settlement and the Corporation will not be a party in this dispute.

- **15.** Incidental Services
  - 15.1 As specified in the agreement format, the Supplier paper mill shall be required to provide all of the following services, including additional services:
    - (a) Loading at point of dispatch
    - (b) Unloading at point of delivery
    - (c) Stacking in godown at point of delivery
  - 15.2 No. additional costs will be borne by the corporation towards these services
- 16 The supplier paper mill shall supply the contracted quantity of paper strictly in accordance with the size-wise, gsm-wise and quantity-wise break up given in bid document and Schedule of specifications. No request for any change in the specifications to suit the machine deckle of the supplier will be entertained at any stage.
- 17 Supply of paper for the reason of not being found in conformity with Annexure-I and for any other sufficient reason at 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 paper mill to convert the supplies rejected and returned into pulp only.
- 18 The Corporation reserves the right to deduct from the Running Bills cost of damaged or torn reams and also of the sheets found short in supply. If the edges of the reams are found damaged with cuts etc. and if strips or inside cuts are found in reams, the cost of the same shall be deducted from the Running bills by the Corporation.
- 19 On submission of the bill by the consignee along with the proof of actual receipt of the consignment, an amount equal to 90% of the bill raised and after making deductions, if any, will be paid, subject to the satisfaction of the Corporation to the effect that the terms and conditions of the contract have been observed in full.
- 20 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, an amount equal to 8% of the bill raised and after making deductions, if any, will be or adjusted, as the case may be.

- 21 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, an amount equal to 2% of the bill raised and after making deductions, if any, will be paid or adjusted, as the case may be. The supplier mill will submit Income Tax clearance certificate before the last payment, otherwise deduction will be made as per rule.
- 22 The Security Deposit will be refunded as early as possible on satisfactory performance of the contract on the part of the Supplier.
- 23 For judging the quantity of paper supplied by the Supplier paper mill, weight of wrapper of the ream shall be excluded from the weight and net weight of 250 GSM M.G. Cover Paper only shall be considered.
- If the paper is not supplied by the Supplier paper mill as per delivery schedule order by the Corporation, penalty for delay will be imposed by the Corporation at the rate of 1% per day of delay on the value of 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 at its discretion.

## 25 Sampling and Testing of Supplied Paper :

- (a) The samples may be drawn at the point of manufacturing of paper or godowns of the Corporation or at the printing presses, as the case may be, in the presence of authorized representative of the supplier paper mill.
- (b) Three samples from a lot of paper supplied shall be drawn randomly, out of three samples, two samples shall be sent for testing to two different Government/PSU laboratories/institutions simultaneously. (a) Department of Paper Technology, Indian Institute of Technology, Roorkee, or (b) Forest Research Institute, Dehradun or (c) RITES Limited Mumbai or (d) Handmade Paper Institute Pune, (e) Central Pulp and Paper Research Institute ,Saharanpur or any other laboratory whichever the Corporation may decide. If the test reports received from two laboratories/institutions show similar results (i.e. samples passed in both test reports or samples failed in both test reports.), the reports will be accepted as such. If the two test reports show different results, the third sample, which was kept as reserve sample, shall be sent for testing to a third Government laboratory/institution. Thus out of the three test reports, the two test reports which show similar results about pass or fail of sample shall be taken in the account

only. These two reports shall be compared for all the properties and the value/values which have more deviation from the standard parameters shall be taken into consideration for preparation of final results by the Corporation. The only final results thus prepared shall be considered for all the related purposes.

## 26 Variation in Grammage and Penalty :

The variation in grammage will be accepted as per provisions of IS 6956:2001/ Annexure-I. If the paper samples does not fulfill the requirement of IS 6956:2001/ Annexure-I with regard to variation in grammage, such lot of paper shall attract the following penalty/penalties:

## (a) The grammage is in the range of (+/-) 2.5% to 5% :

(i) If the grammage of the paper is more than the prescribed specification and is in the range of (+)2.5% to (+)5%, the calculation will be carried out for determining about the difference in area available for printing. The supplier shall have to make good the losses of area available for printing by way of supplying extra quantity of ordered paper at its cost. In addition, a penalty of Rs. 1000 (Rupees One thousand) per metric ton will also be imposed.

(ii) If the grammage is less than the prescribed specification and is in the range of (-)2.5% to (-)5% a penalty of Rs 1000 per metric ton will also be imposed on the quantity which has been used by the Corporation and the remaining stock of such lot may be rejected.

## (b) The grammage is beyond (+/-) 5% :

(i) If the grammage of the paper is more than the prescribed specification and is beyond (+)5%, the calculation will be carried out for determining about the difference in area available for printing. The supplier shall have to make good the losses of area available for printing by way of supplying extra quantity of ordered paper at its cost. In addition, a penalty of Rs. 2000 per metric ton will also be imposed.

(ii) If the grammage is less than the prescribed specification and is in the range of below (-)5% a penalty of Rs 4000 per metric ton will be imposed on the quantity which has been used by the Corporation and the remaining stock of such lot may be rejected

27. The tolerance allowed on the mass of ream shall be as per clause 4.2.2 of IS 1848 (Part 1) : 2018. In case of supplies with higher ream weight (in case of paper is supplied in sheets) than standard weight the payment shall be released on the basis of standard weight. In case of underweight supplies in reams within the range of 4% to 5% shall be accepted by the Corporation at its own discretion. In such cases payment

shall be released on the basis of average weight worked out in the physical verification with additional penalty of 0.5 % of the cost of paper. The underweight supplies beyond the limit of 5% shall be summarily rejected.

- 28. The samples drawn at random from the supplies shall be got tested from a Government/PSU Laboratories/institutes, as per standards, laid down and mentioned for paper. Sample failing in any tests will attract a penalty of 0.5% per test on the total amount of that lot of paper. Samples failing in more than three tests will attract penalty 1% per test, on the quantity which has been used by the Corporation, the remaining stock of such lot will be summarily rejected.
- 29. Notwithstanding anything contained in any clause, the Managing Director reserves the right to refuse and reject the paper if it is found:-
  - Inferior in quality or not conforming to the specifications mentioned in Annexure-I.
  - (ii) Other than specified and ordered by the Managing Director.

OR

- (iii) For any other sufficient reason.
- 30. The supplier paper mill shall have to lift the rejected stock of paper at its own cost on "as is where is basis" within a period of 20 days. If the same is not lifted within a period of 20 days, thereafter; the Corporation shall recover godown charges form the supplier paper mill as determined by Managing Director. The Corporation shall not accept any liabilities in this regard. It shall be the responsibility of the supplier to convert rejected and returned supplies into pulp only.
- 31. The Managing Director reserves the right to deduct from the running bill, the cost of damaged or torn sheets 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.
- 32. If the supplier paper mill commits breach(es) of any clause(s) of agreement, the Managing Director may cancel the contract in full or in part and make alternate arrangement for supply of paper from other suppliers at risk and cost of the supplier paper mill. In case of such cancellation not only the performance security of the supplier paper mill may be forfeited but remaining claims of the Corporation may be settled against the payments due to the supplier paper mill and through suitable legal measures, if necessary.

- 33. 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.
- 34. The Supplier paper mill shall attend to and rectify all the complaints pertaining to the manufacturing defects of paper revealed at any stage within 5 (five) days.
- 35. 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.
- 36. 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 Additional Chief Secretary/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 as amended up-to-date shall apply to the proceedings before the Arbitrator.
- 37. This agreement shall be valid up to a period of 6 (six) months after the entire supply required has been met.
- 38. The Supplier paper mill shall pay stamp duty 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 paper mill

## 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 paper mill ') 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 paper mill of the term and conditions contained in the said Agreement, of production of the bank guarantee for \_\_\_\_\_\_we,(name of the \_\_\_\_\_ (hereinafter refer to as "the Bank") at the bank) request of \_\_\_\_\_ (Supplier paper mill) 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 paper mill 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 demur, merely on a demand from the Corporation by reason of breach by the said Supplier paper mill of any of the terms or conditions contained in the said Agreement or by reasons of the Supplier' paper mill 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 \_\_\_\_\_

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 its claims satisfied discharged paid and or or \_(office/department) Corporation certifies that till the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier paper mill 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.

<sup>3.</sup> We undertake to, pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Supplier paper mill in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute 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 paper mill shall have no claim against us for making such payment.

### 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 paper mill 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 paper mill 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 paper mill or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Supplier paper mill 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 paper mill.

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)

## **Annexure-IV**

## **TECHNICAL BID : FORM -A**

(To be submitted online and physically in prescribed format in Envelope A superscripted

## with words in CAPITAL letters

#### " COVER A : TECHNICAL BID FOR SUPPLY OF 250 GSM M.G. COVER PAPER FOR ACADEMIC YEAR 2025-2026

To,

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

FROM :\_\_\_\_\_

E-Mail Telephone Cell no.

SUB :- Technical bid for supply of 250 GSM M.G. Cover paper.

REF :- Your Tender Notice No. P-2/2025-2026.

Dear Sir.

In response to the above tender notice I/We submit our Technical Bid for supply of 250 GSM M.G. Cover paper. I/We shall abide by all the terms and conditions envisaged in tender document.

The following documents are enclosed herewith:

| Sr.<br>No | Document/instrument  | Original to be<br>submitted with<br>technical bid in<br>physical form | Refer<br>clause No. |
|-----------|--|---|---------------------|
| (1)       | (2)  | (3)   | (4)                 |
| 1.        | Tender document fee of Rs. 35,400/-<br>(Rs. 30,000 + GST @18%, Rs 5400)<br>to be submitted online  | No  | 37 (b)              |
| 2         | EMD of Rs. 10.00 Lacs to be submitted online   | No  | 37 (c)              |
| 3.        | Clearance Certificate issued by GST (Central or State) Department (Annexure-V)   | Yes*  | 37 (d & e)          |
| 4         | Registered / Notarized Power of Attorney regarding authorization   | Yes   | 37 (k)              |
| 5.        | <ul><li>(a). Notarized Declaration regarding near relatives</li><li>(b). Notarized Declaration that the</li></ul>  | Yes   | 37 (q)              |
|           | bidder has not been currently debarred<br>by NCERT, Textbook<br>Corporation/Board of any state or any<br>department/PSU of central or state<br>Govt.<br>(Annexure-VII) |   | 37 (r)              |

| 6.        | Samples of 250 GSM M.G. Cover Paper of prescribed size & quality.   | Yes  | 37 (o & p)             |
|-----------|---|--|------------------------|
|           | (Annexure-VI)   |  |                        |
| 7.        | Copy of E.P.F. registration of bidder paper mill.   | Yes  | 37(s)                  |
| 8.        | Technical bid : Form A (Annexure IV)  | Yes  |                        |
| Sr.<br>No | Undertaking/Confirmation in prescribed format   | Technical bid in<br>Physical form (Write<br>Yes/No | Refer<br>clause<br>No. |
| (1)       | (2)   | (3)  | (5)                    |
| 9.        | Bid is being submitted for full tendered quantity 3000 MTs (Annexure-IV)  |  | 37 (f)                 |
| 10        | Rates of products of more than one paper mill/units are not being quoted  |  | 37 (h)                 |
|           | (Annexure-IV)   |  |                        |
| 11        | The undertaking of the paper mill that it has authorized submission of only one bid on its behalf (Annexure-IV)                             |  | 37 (j)                 |
| 12        | Rates inclusive of all F.O.R. Bhopal,<br>have been quoted for paper excluding<br>weight of wrapper, Hazien cloth/HDPE<br>etc. (Annexure-IV) |  | 37 (m & n)             |

\* A self attested true copy can be submitted but original certificate to be produced for verification at the time of opening of technical bid.

Signature of authorized person of bidder with Date and Seal of the bidder

**NOTE:** 1). Rates should not be quoted in the technical bid in form" A". Rates should be quoted in the commercial bid in form "B" online.

2.) 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 -VI. Contravention to this shall result into rejection of the bid.

3). If there is any over-writing or corrections in the physical form of technical 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**.

## Annexure- V

## (Indicative format)

## **CLEARANCE CERTIFICATE FOR THE YEAR 2023-2024**

This is to certify that GST (Central or State) Department has cleared \_\_\_\_\_

M.T. paper of (Name of Paper Mill) during financial year 2023-2024.

The signatory is authorised to sign the certificate on behalf of GST (Central or State) Department.

Name : Designation : of officer of GST Department. Seal

### Note :

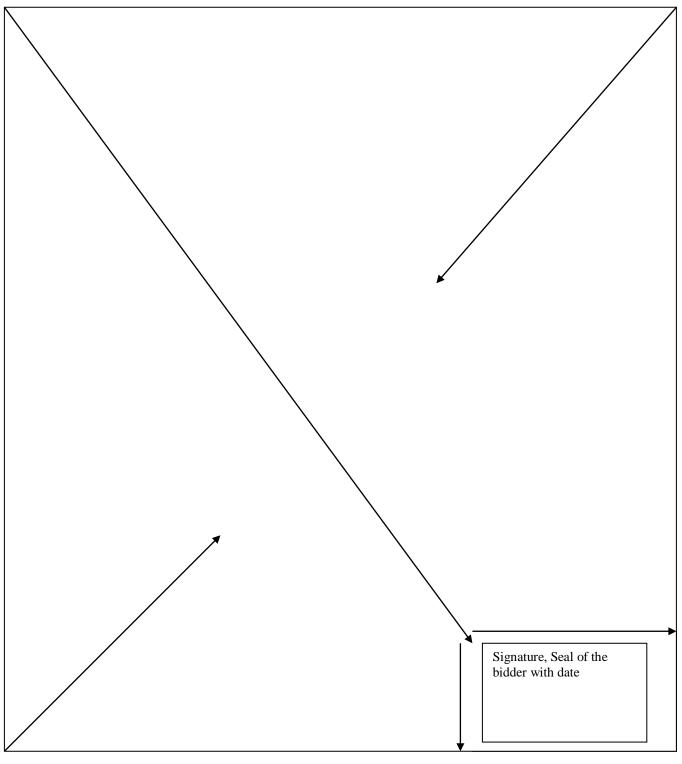
1. <u>The production capacity means the quantity of paper as mentioned in the clearance</u> certificate issued by an authorised officer of the GST (Central or State) for a particular mill situated at a specific place/location for the financial year 2023-24. Clearance Certificate issued by authorised officer of the GST (Central or State) for mills/units situated at different place(s)/location shall not be clubbed for purpose of assessing the production capacity of the bidder paper mill.

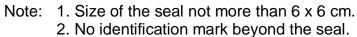
2. A self attested true copy of this certificate may be submitted with technical bid form-A and the original certificate has to be compulsorily produced for verification at the time of opening of technical bid.

## **ANNEXURE-VI**

## Format for Submission of Samples

250 GSM M.G. Cover Paper Size of samples: A-2 (42 x 59.4 cm)





To.

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

- SUB :- (a). Declaration regarding near relatives
  - (b). Declaration that the bidder has not been currently debarred by NCERT, Textbook Corporation/Board of any state or any department/PSU of central or state Govt.

## **Notarized Declaration**

- (a) I/ we hereby declare that none of relative(s) of any owner, authority of the mill, for whom the bid is being submitted and as defined in the Tender document is/are employed with M.P. Textbook Corporation.

Or

I/we hereby declare that Mr/Ms. .....is employed with M.P.Textbook Corporation who is the relative of the mill Owner/Authority of the mill.

- (b) That the bidder is currently not debarred by any NCERT, Textbook Corporation/Board of any state or any department/PSU of central or state Govt. for taking part in tender of supply of paper.
- (c) In case of any stage, it is found that the information given by me is incorrect or false, M.P. Textbook Corporation shall have the absolute right to take any action as deemed fit, without any prior notice or intimation to me.

### **Verification**

Place :

Verifier

(Signature of bidder/authorized Signatory of the bidder mill with date and seal)

## <u>Note : -</u>

The near relative(s) means :

- a) Members of a Hindu Undivided family;
- b) They are husband or wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) and brother's wife, sister(s) and sister's husband (brother-in law)

## **COMMERCIAL BID: FORM-B**

## To be submitted only online as per key dates

## <u>PART-I</u> <u>M.P. TEXTBOOK CORPORATION</u> (For 250 GSM M.G. Cover Paper )

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

### 1. RATES PER METRIC TON

| Description        | size              | Quantity (Total) |
|--------------------|-------------------|------------------|
| 250 GSM M.G. Cover | 61x86.5 cms sheet | 3000 M.T.        |
|                    | 53.5x74 cms sheet |                  |

| Item Code | Item Description   |
|-----------|--|
| MGCP250   | 250 GSM M.G. Cover Paper , size 61x86.5 cms & 53.5x74 cms,<br>Rates PMT inclusive of all FOR, Bhopal, 12% GST basis<br>(Approx. 3000 MT) |

| Sr.No. | Particulars   | Rates in Rs. per<br>Metric Ton In Words | Rates in Rs. per Metric<br>Ton In figures |
|--------|---|---|---|
|        | Rates FOR Bhopal (Total of                                  |   |   |
|        | Sr. No. d & e)  |   |   |
| a.     | Basic Rate  |   |   |
| b.     | Freight, unloading & stacking charges (including all taxes) |   |   |
| C.     | Transit insurance (including all taxes)                     |   |   |
| d.     | Total (sr. no. a+b+c)                                       |   |   |
| е.     | GST @ 12% of sr. No. d                                      |   |   |

Signature of authorized person of bidder paper mill with Date and Seal of the paper mill Note :-

- Rates quoted must be <u>inclusive of GST (IGST/SGST+CGST))and any other tax</u> <u>applicable to supplier paper mill according to the provisions of enactments and freight,</u> <u>unloading & stacking charges on net weight basis</u> (see condition 37(m) of terms and conditions). Please clearly specify at what rate of GST(IGST/SGST+CGST)) the rates have been quoted.
- 2. The rates must be quoted online 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.
- 3. Rates must be quoted on the basis of GST (IGST/SGST+CGST)) imposed on 250 GSM M.G. Paper.
- 4. Freight rates should be quoted specifically. In the absence of which tender is likely to be rejected.
- 5. The bidder should fill each and every column given in the above schedule.

## PART-II <u>M.P. TEXTBOOK CORPORATION</u> (FORMAT FOR ADDITIONAL INFORMATION) <u>To be submitted only online as per key dates</u> (250 G.S.M. M.G. Cover Paper )

# (The successful bidder may have to require to supply the paper directly to the printers at different destinations/places, If the Corporation decide so)

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

## <u>1. Freight, unloading & stacking charges (including GST, all taxes and charges)</u> for additional/less per km per ton

RS. (IN WORDS .....)

RS. (IN FIGURES .....)

# 2. Distance between paper manufacturing unit and Bhopal in...... KM

(freight charges for additional/less per km per ton which will be paid/deducted for making the supplies to different printers directly as the case may be.

Signature of authorized person of bidder paper mill with Date and Seal of the bidder paper mill

Note : Information given in this part shall not be taken into consideration for determination of lowest evaluated bidder.