

**National Institute of Open Schooling
(MHRD, GOVERNMENT OF INDIA)
A-24-25, Institutional Area, N.H.24,
Sector-62, NOIDA, Dist. Gautam Buddha Nagar, UP**

TENDER NOTICE

National Institute of Open Schooling (NIOS) an autonomous organization under the Ministry of Human Resources Development, Government of India. NIOS proposes to procure following varieties of paper directly from Paper Mills or from their authorized dealers :-

S.No	Quality of Paper	Quantity of Paper	Earnest Money
1.	Offset Printing Paper with NIOS watermark 60 GSM in size 23"x36" and 20"x30" Or (58.5x91 and 51x76cm) conforming to BIS Specifications IS 1848/1991 with latest amendments	3750 MTs	Rs. 30,00,000/-
2.	Maplitho paper 70 GSM in the size of 23"X 36" or (58.5x91cm) with 80% brightness and other specifications conforming to BIS specifications 1848/91	300 MTs	Rs.2,30,000/-
3.	White Pulp Board (MG) or white Pulp Board grade "s" (MG) in Size 24" X 38" of 220 GSM conforming to BIS Specifications 4664/1986 with latest amendments	300 MTs	Rs.2,50,000/-
4.	Art Paper 130 GSM in size 23"x36" or (58.5x91cm) with 80% brightness and other specifications conforming to BIS specifications 4658/88	600 Reams	Rs. 70,000/-
5.	Maplitho Paper 80 GSM in size 23"x36" or (58.5x91cm) with brightness 80% and other specifications conforming to BIS Specifications 1848/91	300 MTs	Rs.2,30,000/-

NIOS reserve the right to increase or decrease the quantity of paper by 20% before placing the order.

Interested firms may quote their rates on prescribed tender form which can be obtained from Section Officer (Purchase), A-24-25, Sector-62, Institutional area NOIDA, UP on payment of Rs. 500/- upto 2 p.m. on 30/6/ 2009. The tender form can also be down loaded from NIOS website www.nos.org or www.nios.ac.in for which Rs. 500/- will be remitted in cash or bank draft at above mentioned address. Sealed tenders should be submitted in the tender box placed at A-24-25, Sector-62, Institutional area NOIDA, UP latest by 30/6/2009 by 2.30 P.M. The tenders will be opened on same day at 3.00 P.M. in the presence of representatives of the firms.

Secretary

National Institute of Open Schooling

A-24-25, Institutional Area, N.H.24,
Sector-62, NOIDA, Distt. Gautam Buddha Nagar, UP

Group - A (Technical Bid)

Price Rs.....500.00

Tender No :

Dated :

From :

The Secretary,
National Institute of Open Schooling
A-24-25, Institutional Area, N.H.24,
Sector-62, NOIDA, Distt. Gautam Buddha Nagar, UP.

To,

Subject : Supply of Offset Printing Paper, Pulp Board (MG), Art Paper and Maplitho Paper.

Dear Sir,

On behalf of the National Institute of Open Schooling, I invite you to tender for the supply of the stores items detailed in the Schedule attached as Annexure-IV. The terms and conditions governing the contract are given in Annexure I. If you are in a position to quote for supply in accordance with the requirement stated in the attached Schedule, please submit your tender to this office on the prescribed tender form attached.

2. The necessary particulars and specifications, etc. are attached vide Annexure I, II, III, IV and V with the tender form together with important instructions to tenderers at Annexure II.

3. Preparation of Tender

(a) The Schedule to the tender form should be returned intact whether you are quoting for any item or not. Pages should not be detached but when items are not being tendered for, the corresponding space should be defaced by the words as "**NOT QUOTING**".

(b) In the event of space on the Schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the **tender number** allotted by this office on the Schedule to tender and should be fully signed by you. In such cases reference to the additional pages must be made in the tender form.

- (c) If any modification of the Schedule is considered necessary you should communicate the same by means of a separate letter, which should be sent with the tender.
- (d) The tenderer may also offer for a lesser quantity of paper than specified in Schedule to Tender : Annexure IV and mention the offered quantity clearly in the column provided in this Annexure.

4. **Signing of Tender**

- (a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the Schedule to the Tender are not fully filled in. Specific attention must be paid to delivery dates and also the general conditions of the contract as given in the Annexure.
- (b) An individual signing the tender or other documents connected with a contract must specify whether he signs as :
 - (i) A 'Sole Proprietor' of the firm or constituted attorney of such sole proprietor.
 - (ii) A partner of the firm, if it be a partnership, in such case he must have the authority to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney, or
 - (iii) A constituted attorney of the 'firm' if it is a company.

N.B.(a) In case of (ii) above, copy of the partnership agreement or general power of attorney, in either case attested by a Notary Public, should be furnished to the NIOS or an affidavit on stamped paper of all the partners admitting execution of the partnership agreements or the general power of attorney should be furnished.

- (b) In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm on each.
- (c) A person signing the Tender Form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.
- (d) **Each page of the Tender, Schedule to Tender and Annexures, if any, should be signed by the tenderer.**

5. The tenderer will be required to furnish, along with the tender a letter of authority from the concerned Mill(s) certifying that the tenderer is the authorized distributor of the respective Mill (s). Moreover, a certificate confirming the Mill's current Production Capacity (not installed capacity) is 30,000 MT per year (in case of supply of Offset Printing Paper). However, for supply of remaining items the paper mentioned in the Schedule to Tender the mill has to furnish a certificate confirming the mill's capacity to manufacture the goods which may be supplied by it or

by their distributors within the Schedule of delivery given against each item supported by a statement of production by the Central Excise Department during the excise year 2007-2008 failing which its/his tender may not be considered.

6. Earnest Money

Earnest money for each item of paper in the Schedule as per Annexure III, should accompany the tender in the shape of Deposit Receipts/Bank Draft of any scheduled bank drawn in favour of the Secretary, NIOS, Sector-62, NOIDA, UP and payable at New Delhi valid for a period of not less than six months. The deposit receipts/Bank Draft shall be made out in the name of the Secretary, NIOS or, if it is made out in the name of the tenderer, the bank shall certify on it that the deposit can be withdrawn only on demand, or with the sanction of the Secretary, NIOS. ***The CPSEs should also submit the earnest money along with the tender.***

Any tender which is not accompanied by Earnest Money will be summarily rejected. Payment of Earnest money by cheque or in any other form except a Deposit Receipt will not be acceptable.

6.1 Security Deposit

The successful tenderer shall arrange a security equivalent to 7% of the approximate value of the item of purchase as per schedule to tender, in the form of ***Bank Guarantee***, in favour of Secretary, NIOS for a period of not less than ***12 months from the date of offer letter directly from issuing bank under Registered post (A.D). Prescribed format of Bank Guarantee is annexed at annexure IV. After receipt of the Security deposit in terms of Bank Guarantee the EMD deposit will be returned.*** In addition to the provisions of the recovery clause (Para 10 of the Annexure I), the said security shall be forfeited, appropriately adjusted in para or in full, in the event :

- (i) The supplies in part or in full are not effected in accordance with the delivery schedule;
- (ii) On rejection of consignment on account of sub-standard product not in conformity with the specifications;
- (iii) The physical inspection and/or chemical test if and when conducted disclose adverse reports irreconcilable; and
- (iv) Any act of breach of trust.

7. DELIVERY OF TENDER

There are two Groups of the Tender Form i.e. (1) Group A (Technical Bid) and (2) Group B (Commercial Bid). The Technical Bid contains information, Terms and Conditions and Important Instructions. Each page of the Terms and Conditions and the instructions to tenderers must be signed; stamped by authorised signatory and accompanied by required earnest money should be submitted in sealed cover superscribed as COVER - A : Technical Bid for supply of paper. Due date 30/6/2009. The

other group of the Tender form Group B contains the schedule to tender which should properly be filled, signed by the authorised signatory and stamped and submitted separately in sealed cover duly superscribed as COVER - B : Commercial Bid for supply of paper. Due date 30/6/2009. Both these Groups of Forms (Technical and Commercial Bid) duly sealed in separate cover and superscribed as above should further be sealed in an envelope and superscribed as Tender for supply of paper, last date 30/6/2009 be put in the tender box placed at A-24-25, Sector-62, NOIDA, UP on or due date till 2.30 p.m.

8. Latest hour for receipt of tenders

Unless otherwise specified in the Schedule to the Tender, your tender, must reach this office not later than 14.30 hours on the date of closing of the tender. Tenders sent by hand delivery should be put in the tender box at this office not later than 14.30 hours (sharp) on the due date. NIOS will be in no way responsible for any postal delay. The tender will be opened on the same day at 15.00 hours in the presence of the tenderer or their authorised representative, whosoever wants to be present.

9. Period for which the offer will remain open

- (a) The rates as quoted by the tenderers shall remain open for acceptance for a period of 90 days from the date of opening of this tender.
- (b) The rates quoted by the successful Tenderer(s) shall remain valid for a period of 90 days reckoned from the last date given in the delivery schedule of the respective items of paper given in the schedule to Tender (Annexure-IV) or the delivery schedule agreed upon and mentioned in the confirmed order placed with the firm.
- (c) Conditional acceptance of Tenders will not be considered and are liable to be summarily rejected.

10. Opening of tender

Tenderers or their authorised representatives are at liberty to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tender should be indicated in the tender.

11. Water-Mark as Distinct mark of identification

In respect of Offset Printing paper mills should quote the rates for this item of paper with NIOS water-mark carrying an appropriate design/insignia as a distinct mark of identification. The design of the matter to be water-marked shall be provided by NIOS. However, the rates quoted should include the preparation of Dandi Roll as no extra charges will be paid in this regard.

12. Prices

- (a) The prices once accepted by the NIOS shall remain valid till the successful execution of the order and till supplies are fully effected and accepted. The NIOS shall not entertain any increase in the rates during the period of execution. However, in the event there is a reduction in Government levy/duties during the period of execution of the order, corresponding benefit of reduction shall be passed on to the NIOS on all supplies effected with effect from the date notifying the said reduction in the Government levy/excise duty. In case of any increase in Government Levies duties during the period of execution of the orders the payment of such increase may be made to

the supplier on all supplies effected from the date of notification and on production of relevant and authenticated documents. However, the supplier shall not be entitled to such increase in levies during the extended period of execution.

- (b) The prices quoted must be net per unit as shown in the Schedule but inclusive of packing charges. However, freight for supply of paper at NIOS Godowns at **Delhi/Noida** must also be indicated as listed in the Schedule.
- (c) The **rate** must be stated for each item separately **in words and figures**.
- (i) The Excise Duty payable or any other charges as extra, the same must be specially stated in the tender. In the absence of any such stipulation it will be presumed that the price quoted by the tenderer includes all such charges and no claim for the same will be entertained.
- (ii) The price quoted by the tenderer should be **excise of Sales Tax** (and should be clearly stated to be so). Sales Tax applicable against form 'C' should be quoted.

13. **Terms of Delivery**

The delivery of store items is required as per the delivery schedule specified in the Schedule to the Tender. If, however, it is not possible for the successful tenderer to effect delivery by the specified schedule, the firm should specify the quantity and date of supply of stores by which it can guarantee delivery in the prescribed Schedule to the Tender.

14. **Samples**

Ten (10) Full Sheets (folded) samples of each variety of Store Items quoted for, should be sent alongwith the tender duly stamped and signed indicating the size grammage, name of the manufacturer, name of the tenderer, etc., including (a) the firm's name and address, (b) Tender No., (c) Item No. against which tender submitted, and (d) Any other description, if necessary, written clearly on them, together with corresponding chemical test reports of any government laboratory should be submitted with tender document. The samples are required for judging the quality of product in physical appearance and will form the basis for evaluating the Technical Bid.

15. **Right of Acceptance**

This office does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted

16. **Communication Acceptance**

- (i) Acceptance of the tender by the NIOS will be communicated by Fax letter as well as by registered post, A/D letters/ or by speed post in the name and at the address furnished in the tender form/document.
- (ii) NIOS reserves the right to place an order on the successful tenderer for the less quantity up to 25% of the quantity offered by them.
- (iii) NIOS also reserves the right to place order on the successful tenderer for an additional quantity of up to 50% of the quantity offered by them at the quoted rates.
- (iv) The order shall be treated as completed if the supplies are made within $\pm 5\%$ of the ordered quantity.

(v) NIOS may increase the given quantity of paper by 20% before placing of order.

17. Delivery of Stores Items

It will be the responsibility of the successful tenderer to deliver the Store Items at the Godowns of NIOS as detailed vide Item 12(b) above.

Yours faithfully,

Sd/-
(D.S. Bist)
Secretary

**TERMS AND CONDITIONS
TO THE TENDER FOR STORE ITEMS AS PER SCHEDULE ATTACHED**

General conditions applicable to contracts placed by NIOS, A-24-25, Sector-62, NOIDA.

(a) Parties

The parties to the contract are Contractor which term means the persons with whom the contract is mad and includes his heirs/executors/administrators and permitted assignees as the case may be and NIOS hereinafter referred to as Purchaser.

(b) Address of the contractor and notices and communications on behalf of the purchaser

- (i) For all purposes of the contract, including arbitration thereunder, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post, acknowledgment due, to the Secretary, NIOS, Sector-62, NOIDA, UP. The Contractor shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.
- (ii) Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the Contractor by the Secretary or any other officer authorised by him in his behalf and all such communications and notices may be served on the Contractor either by Registered Post or under Certificate of Posting or by ordinary post or by hand delivery at the option of such officer.

2. Authority of the Secretary

For all purposes of the contract, including arbitration proceedings thereunder, the Secretary, NIOS shall be entitled to exercise all the rights and powers of the Purchaser.

3. Responsibility of the Contractor for executing the contract

- (i) Risk in respect of supplies of items of paper as notified in the Schedule to this tender hereinafter called as stores for all purposes under this contract.

The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier or in the joint possession of the Contractor, until their actual delivery to the Purchaser, at the stipulated place or destination. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the Stores from any cause whatsoever while the Stores after their approval are awaiting dispatch of delivery or are in the course of transit from the Contractor to the Purchaser, or as the case may be to any of its subordinate offices. The contractor shall alone be entitled and responsible to make

claims against a railway administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

(ii) Purchaser's right of rejection

It shall be lawful for the purchaser, to reject the stores or any part, portion of consignment thereof after actual delivery thereof to him at the place of destination specified in the Schedule if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract and the prescribed specifications, despatch or delivery or during transit or otherwise howsoever.

(iii) Subletting and assignment

The Contractor shall not save with the previous consent, in writing, of the Secretary, NIOS subject transfer or assign the contract or any part thereof, interest therein or benefit or advantage thereof in any manner whatsoever.

(iv) Changes in firm

Where the Contractor is partnership firm, no change in the Constitution of the firm shall be permitted during the subsistence of the subject Contractor except with the previous consent in writing of the Secretary, NIOS who may permit such change in such terms as he may seem fit and necessary.

(v) Consequence of Breach

Should the Contractor or partner in the Contractor firm commits breach of either of the conditions (iii) or (iv) of this sub-clause it shall be lawful for the Secretary, NIOS to cancel the contract and purchase or authorize the purchase of the Stores at the risk and cost of the Contractor and in that event the provisions of Clause - 7 shall apply as far as applicable.

(vi) The decision of the Secretary, NIOS as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

4. Quoting of the rates by contractor

(i) The price quoted by the Contractor shall not be higher than the controlled price fixed by law if any, for the stores or where there is no controlled price, save for special reasons stated in the tender be higher than the price usually charged by the contractor for stores of the same nature, class or description to a private purchaser

(ii) The price charged for the Stores supplied under the contract shall in no event exceed the lowest price at which the contractor sells the Stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time or stage, during the period of contract the contractor reduces the sale price of such Stores or sells such Stores to any other person at a price lower than the price

chargeable under the contract and the purchaser receives any such information, the tender rates shall automatically get reduced to the rates at which the supplies of the identical Stores have been effected and the benefit of the reduced price shall not only pass on to the future supplies but also for the past supplies as well for which necessary adjustment in future bills shall be made.

- (iii) If it is discovered that the Contractor has contravened the above condition, then without prejudice to any other action which might be taken against him, it shall be lawful for the Secretary, NIOS to revise the price at any age stage or to terminate the contract and purchase the items of Stores at the risk and cost of the Contractor and in that event the provisions of Clause 7 shall, as far as possible, be applicable.

5. Specifications, etc.

The items of paper listed in the Scheduled shall be manufactured from virgin pulp and of the best quality and workmanship. The Contractor shall supply the paper listed in the Schedule in accordance with the specifications prescribed unless any deviation has been specifically specified in the acceptance of the tender.

Any shade/colour variation in paper being supplied will not be tolerated and may lead to rejection or be imposed of penalties. The paper shall fluff-free, pick free and will be white in shade. There shall not be any shade variation in the same/different lot of paper supplied by contractor.

6. Delivery

- (i) The Contractor shall deliver the items of paper notified in the Schedule in accordance with the conditions of the contract at the time/times at the place/places and in the manner specified in the Schedule. The Contractor shall comply with the instructions that the Secretary, NIOS or an officer authorised by him, may give from time to time, regarding their safe transit.
- (ii) *Passing Property* : Property in the Stores shall not pass to the Purchaser unless and until the Stores have been delivered in accordance with the conditions of the contract, in cases where local delivery or free delivery at the specified destination is stipulated or in any other case the Contractor has obtained the railway receipt, consignment note, or the bill of loading, warehouse certificate as the case may be, in accordance with the terms of the contract.
- (iii) *Time and date of delivery, the essence of the contract* : The time for and the date of delivery of the Stores stipulated in the Schedule shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.
- (iv) The delivery of Stores shall be effected at the godowns of NIOS **free of all delivery charges** and within the stipulated time and as may be elucidated batch in the confirmed order. In case, the stores are to be inspected by a Government agency the call for inspection of goods should be made much in advance from the date of delivery so that the Stores be immediately despatched duly inspected by that agency. The date of receipt of Stores in the Godown of NIOS DELHI/NOIDA will be treated as the date of supply. No extension of time for delivery of Stores shall normally be accorded. However, in exceptional cases the Secretary, NIOS accord extension of time when the delay in delivery is due to reasons beyond the control of the supplier. Otherwise penalty not exceeding Rs. 5.00 per Rs. 1000.00 per day for each day of default and for a maximum

of 2% of the value of paper supplied late whichever is lower will be imposed if the Stores are not supplied within the specified time for delivery as may be mentioned and agreed upon.

7. Failure and Termination

If the Contractor fails to deliver the Stores or any installment thereof within the period fixed for such delivery in the Schedule or at any time repudiates the contract before the expiry of such period, the Secretary, NIOS may, without prejudice to the right of the purchaser, recover damages for breach of the contract whatsoever works out higher in amount by applying the two clauses given as under:

- (a) Recover liquidated damages @ 2% of the balance unsupplied quantity irrespective of the fact whether the purchaser has suffered any loss or not,

or,

- (b) Cancel the Contract and purchase balance quantity of Stores at the risk and costs of the Contractor.

8. Payment under the contract

- (i) Unless otherwise agreed upon between the parties, no payment in advance shall be considered.
- (ii) Unless otherwise agreed upon between the parties payment for delivery of the Stores will be made on submission of bills alongwith relevant delivery documents within 30 working days subject to inspection and finding the stores acceptable and in accordance with the instructions given in the Acceptance of Tender, by a crossed cheque.
- (iii) **Counter conditions by the tenderers in matter concerning payment of bills shall not be acceptable.**

9. Inspection and Rejection

The stores shall be subjected to inspection and shall be got laborational tested by Government approved agency and thereafter accepted subject to delivery at the designated site to be located/spotted by NIOS. NIOS also reserves the right to get any lot or the entire lots of stores physically inspected and or Lab. Tested after receiving the material at any stage till stock last.

- (i) **Consequence of rejection:** If in the event of Stores are rejected by the Purchaser at the destination and the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Secretary, NIOS shall be at liberty to :
 - (a) Allow the Contractor to resubmit the Stores in replacement of those rejected, within a specified time, the Contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payment on the account.

or

- (b) Repurchase the Stores so rejected at the risk and costs of the Contractor without effecting the remaining contract,

or

- (c) Cancel the entire contract and repurchase the entire balance quantity at risk and costs of the Contractor. NIOS also reserves its right to get the Stores retested and re-inspected.
- (ii) The Purchaser's decision as regards the rejection shall be final and binding on the Contractor.
- (iii) Where under a contract the price payable is fixed on F.O.R. station of dispatch basis, the Contractor shall, if the Stores are rejected at destination by the consignee, be liable in addition to his other liabilities to reimburse to the Purchaser the freight paid by the Purchaser.
- (iv) The Specifications of those items of paper prescribed in the schedule shall conform to the specifications indicated in the schedule, otherwise conform to prescribed **BIS Standard, with latest amendments. The acceptance or rejection of the Stores shall also come within the prescribed tolerance limits as provided in the BIS Standards with latest amendments.** The Contractor shall, therefore, ensure manufacture and delivery of the items of paper quoted for as per the prescribed Standards to prevent rejections. **Release of payments shall be subject to physical inspection and lab. test of Stores and findings thereof being accepted as satisfactory.**
- (v) *Notification of results of Inspection* : Unless otherwise provided in the specification or Schedule, the examination of the Stores will be tested either on the Mill site or at NIOS godown or at both places by any agency the or person authorized by NIOS as soon as practicable after the same have been submitted for inspection and the results of the examination will be notified to the Contractor.
- (vi) *Marking of Stores items* : The Contractor shall if so required at his own expense mark or permit the Inspector to mark all the approved stores with a recognized government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Purchaser, be packed in suitable packages or cases each of which shall be sealed and marked with such mark.
- (vii) *Removal of Rejections* : Any store rejected shall be removed by the Contractor within fourteen days of the date of receipt of intimation of such rejection failing which NIOS shall get the Stores removed at the cost of the Contractor. It is also agreed that no claim or any account whatsoever made by the Contractor for any loss or damage caused to the Stores while removing the Stores be made or entertained and that NIOS shall be at liberty to remove demurrage charges during the period of the Stores are kept.

10. Recovery of sums due

Whenever any claim for the payment of a sum of money arises out of or under the Contract against the Contractor, the Purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security, if any, deposited by the Contractor, and for the aforesaid purpose shall be entitled to sell and/or released securities forming the whole or part of any such security

deposit. In the event of the security being insufficient the balance if no security has been taken from the Contractor, the entire sum recoverable shall be recoverable by appropriating any sum then due or which add any time thereafter may become due to the Contractor under the Contract or any other Contract with the Purchaser or the Government or any person contracting through the Secretary, NIOS, if such sum even be not sufficient to cover the full amount recoverable, the Contractor shall on demand pay to the Purchaser the balances remaining due.

11. Law governing the contract

- (i) This contract shall be governed by the law of India for the time being in force.
- (ii) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (iii) *Jurisdiction of Courts* : The Courts in Delhi alone shall have the jurisdiction to decide any dispute arising out of or in respect of this contract.
- (iv) In the event of any disputes, differences, and questions arising out of or in any way touching or concerning those present or the subject matter hereof or the respective right, duties or liabilities of the parties under or in respect of this Tender (except those the decisions whereof is otherwise herein provided for) shall be referred to the arbitrator appointed by the Chairman, NIOS whose decision will be final and binding on the parties. The award of the arbitrator so appointed shall be final and binding on the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply.

Upon every and any such reference the assessment of the cost of incidental to the reference and award respectively shall be in the discretion of the arbitration. The venue of the arbitration shall be Delhi only.

12. Insolvency and breach of contract

The Secretary NIOS may at any time, by notice in writing, summarily determine the contract without compensation to the Contractor in any of the following events, that is to say :

- (i) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent, or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement of composition with his creditors or suspend payment or if the firm be dissolved under the partnership Act, or,

(ii) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holder is appointed or circumstances shall have arise which entitled the court or Debenture-holder to appoint a Receiver, Liquidator or Manager,

or

(iii) If the Contractor commits any breach of the contract not herein specifically provided for : Provided always that such determination shall not prejudice any right of action of remedy which shall have occurred or shall occur thereafter to the Purchaser and provided also the Contractor shall be liable to pay the Purchaser for any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to any gain on re-purchase.

Signature of Witness

Signature with stamp of Tenderer

(Name in Block letters) _____

Address _____

Address _____

Annexure - II

Group - A (Technical Bid)

Price Rs.500.00

Tender No :

Dated :

IMPORTANT INSTRUCTIONS TO TENDERERS

The following instructions and guidelines should be noted for strict compliance by the tenderers :

1. The production capacity of the mill(s) represented by the tenderer should be not less than 30,000 MT per year in case of supply of offset printing paper. A certificate from the Central Excise Department must be furnished along with the tender indicating clearly that they have cleared production not less than 30,000 MTs of paper during the Excise year 2007-2008.
2. The tender documents should be purchased by the tenderer from NIOS Hq. The tender form can also be downloaded from NIOS website www.nos.org and www.nios.ac.in. In case website down loaded Tender form is being used, a sum of Rs. 500.00 will have to be deposited with the Accounts section of NIOS and a copy of the receipt of the same will have to be enclosed while quoting rates.
3. The tenders not submitted in the "prescribed form" and not accompanied with **Earnest Money** (approximately equivalent to 2% of the value of paper mentioned in Annexure IV) for the offered quantity of paper shall be disqualified.
4. The tenders conditional in nature and inconsistent with the terms and conditions of the contract shall be considered as invalid.
5. The tenderer shall enclose a letter of authority from the concerned mill to submit his tender on behalf of the said mill accompanied with an undertaking by the mill that they shall manufacture and supply the paper in time if an order is placed with the tenderer. In the event such a document is not produced the tender may be treated as invalid.
6. The tender should accompany with **Ten (10) Full Sheets** of paper as **samples** in a size not less than 23"x36" or (58.5x91cm) as per specifications, for each item of paper in the Schedule quoted for duly signed by the tenderer, giving nomenclature, name of the manufacturing mill and a corresponding **test report of any Govt. laboratory** showing conformity with the specifications mentioned in the tender documents. Non-compliance of this requirement shall render the tender invalid.
7. Any tender received after the deadline for submission of tenders shall stand disqualified and hence shall not be considered.

8. Tenderers are expected to examine carefully all instructions, conditions, specifications, schedule to the tender documents before quoting. Failure to comply with the terms and provisions of the tender documents will be at the tenderer's risk.
9. The packing and physical properties of paper shall be in full conformity with BIS Specifications with latest amendments for all the items of paper rates for which are quoted.
10. In addition, all the items of paper shall be of uniform formation, evenly finished, generally free from specks, holes and other blemishes. The paper shall be fluff-free, pick-free and will be white in shade.
11. While the schedule to tender itemise the requirements in terms of metric tonnes, the paper shall, however, be supplied in ream packets of appropriate sizes. The break up of each item in each size shall be indicated at the time of placing the order.
12. Tenderers are advised to ensure submission of periodic lab. test reports in respect of supplies effected for each item of paper, as conducted within the R&D Laboratories attached to the respective mills, for reference and verification as and when found necessary.
13. The paper is to be physically inspected and chemically tested by an agency at the premises of the supplier before delivery and or by NIOS after the receipt of the paper. So the concerned mill(s) have to extend full co-operation in getting the paper inspected/tested.

Annexure - III

Group B

Tender No. _____

ESTIMATED VALUE AND EARNEST MONEY

<i>S.No.</i>	<i>Quality of Paper</i>	<i>Quantity of Paper</i>	<i>Earnest Money Amount</i>
1.	Offset Printing Paper with NIOS watermark 60 GSM in size 23"x36" and 20"x30" Or (58.5x91 and 51x76cm) conforming to BIS Specifications IS 1848/1991 with latest amendments	3750 MTs	Rs. 30,00,000/-
2.	Maplitho paper 70 GSM in the size of 23"X 36" or (58.5x91cm) with 80% brightness and other specifications conforming to BIS specifications 1848/91	300 MTs	Rs.2,30,000/-
3.	White Pulp Board (MG) or white Pulp Board grade "s" (MG) in Size 24" X 38" of 220 GSM conforming to BIS Specifications 4664/1986 with latest amendments	300 MTs	Rs.2,50,000/-
4.	Art Paper 130 GSM in size 23"x36" or (58.5x91cm) with 80% brightness and other specifications conforming to BIS specifications 4658/88	600 Reams	Rs. 70,000/-
5.	Maplitho Paper 80 GSM in size 23"x36" or (58.5x91cm) with brightness 80% and other specifications conforming to BIS Specifications 1848/91	300 MTs	Rs.2,30,000/-

NIOS reserve the right to increase or decrease the quantity of paper by 20% before placing the order.

SCHEDULE TO TENDER

The rates should be quoted in the proforma only and 10 (ten) Full Sheets of paper quoted for should be enclosed duly signed and stamped together with corresponding Govt Laboratory Test reports.

Last date for submission of Tender : 14.30 hrs on 30/6/2009 Time and date of opening of tender : 15.00 hours on 30/6/2009

- The rates as quoted by the tenderers shall remain valid for acceptance for a period of 90 days from the date of opening of this tender.
- The rates quoted by the successful Tenderer(s) shall remain valid for a period of 90 days reckoned from the last date given in the delivery schedule of the respective items of paper mentioned in the schedule to Tender or the delivery schedule agreed upon and given in the confirmed order placed with the firm.
- "Form 'C' will be provided by the NIOS.
- The EMD of each item of paper for the full quantity has been indicated vide Annexure - III. The proportionate amount of EMD for the quantity of paper offered for supply should be furnished along with the tender.

S. No.	Quality of Paper	GSM	Quantity of Paper	Delivery schedule Paper offered for supply	Quantity of Paper offered for supply	Rate per MT including packing	
1.	Offset Printing Paper with NIOS watermark in 60 GSM in size 23"x36" and 20"x30" or (58.5x91 and 51x76cm) conforming to BIS specifications IS 1848/1991 with latest amendments	60 GSM	3750 MTs	2000 MTs within 30 days from the date of placing the confirmed order and remaining 1750 MTs in next 30 days		Basic Rate	Rs. _____
						Excise Duty	Rs. _____
						*ST/CST (Against form 'C)	Rs. _____
						Freight New Delhi/NOIDA	Rs. _____
						Other Charges	Rs. _____
						Total	Rs. _____
2.	Maplitho paper 70 gsm in the size of 23"x36" or (58.5x91cm) with 80% brightness and other specifications conforming to BIS specifications 1848/91	70 GSM	300 MTs	Within 30 days time of placing the confirmed order		Basic Rate	Rs. _____
						Excise Duty	Rs. _____
						*ST/CST (Against form 'C)	Rs. _____
						Freight New Delhi/NOIDA	Rs. _____
						Other Charges	Rs. _____
						Total	Rs. _____
3.	White Pulp Board (MG) or white Pulp Board grade "s" (MG) in size 24" X 38" of 220 GSM conforming to BIS specifications 4664/1986 with latest amendments	220 GSM	300 MTs	Within 30 days time of placing the confirmed order		Basic Rate	Rs. _____
						Excise Duty	Rs. _____
						*ST/CST (Against form 'C)	Rs. _____
						Freight New Delhi/NOIDA	Rs. _____
						Other Charges	Rs. _____
						Total	Rs. _____
4.	Art Paper 130 GSM in size 23"x36" or (58.5x91) with 80% brightness and other specifications conforming to BIS specifications 4658/88	130 GSM	600 Reams	Within 30 days time of placing the confirmed order		Basic Rate	Rs. _____
						Excise Duty	Rs. _____
						*ST/CST (Against form 'C)	Rs. _____
						Freight New Delhi/NOIDA	Rs. _____
						Other Charges	Rs. _____
						Total	Rs. _____
5.	Maplitho Paper 80 GSM in size 23"x36" or (58.5x91cm) with brightness 80% and other specifications conforming to BIS Specifications 1848/91	80 GSM	300 MTs	Within 30 days time of placing the confirmed order		Basic Rate	Rs. _____
						Excise Duty	Rs. _____
						*ST/CST (Against form 'C)	Rs. _____
						Freight New Delhi/NOIDA	Rs. _____
						Other Charges	Rs. _____
						Total	Rs. _____

Note : We hereby confirm that the material quoted by us will be supplied strictly in accordance with the delivery schedule detailed above.

Date :

Seal :

Signature with Stamp of the Tenderer

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT

(Stamp Paper)

(Banker's name and address)

(Round Stamp of Banker)

The Secretary,
National Institute of Open Schooling,
A-24/25, Institutional Area,
Sector-62, NOIDA

Bank Guarantee No. : -----
Amount of Guarantee : Rs. -----
Guarantee valid up to:-----
LAST DATE FOR LODGEMENT OF CLAIM:-----

This deed of guarantee executed by -----(herein referred to as THE BANK) in favour of The Secretary , National Institute of Open Schooling (herein referred to as NIOS/Beneficiary) for an amount not exceeding Rs.(Rupees.....) as the request of M/s(hereinafter referred to as the Supplier). This guarantee is issued subject to the condition that the liability of the bank under the guarantee is limited to a maximum of Rs.....(Rupees.....)and the guarantee Shall remain in force up to and cannot be invoked or served otherwise than by a written demand or claim under this guarantee served on the bank on or before In consideration to The Secretary ,NIOS having agreed to purchase of from M/s (hereinafter called the said supplier under the terms and conditions of an agreement made between both the parties(hereinafter called the said agreement) for the due fulfillment of the contract as per the terms and agreement on production of bank guarantee for Rs.....(Rupees.....only)

1. We do hereby undertake to pay NIOS and amount not exceeding Rs..... (Rupees.....) against any loss or damage caused to or suffered by NIOS by reason of any breach of the terms and conditions contained in the said agreement.
2. We do hereby undertake to pay amount due and payable under this guarantee without any demur, namely on a demand from the NIOS stating that the amount demanded is due by way of loss or damage caused to or would be caused to or suffered by NIOS by reason of the supplier's failure to perform the said agreement by such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under the guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only)

3. We undertake to pay to be Beneficiary any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder the supplier shall have no claim against us for making such payment.
5. We..... (Banker) further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance for all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till (date) that the terms and conditions of the said agreement have been fully and properly executed out by the said supplier and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before..... (date), we shall be discharged form all liability under this guarantee thereafter.
6. We..... (Banker) further agree with the Beneficiary that the Beneficiary shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement of the said agreement or to extend time of performance by said supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the beneficiary against the said supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and as shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier or for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said supplier or by any such matter or this whosoever which under the law relating to sureties would, but for provision, have the effect of so relieving us.
7. This guarantee will not be discharged due to the change, in the constitution of the Bank or the suppliers.
8. We..... (Banker) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

a)The liability of the surety under this bank guarantee shall not exceed Rs.....
(in figures) (Rupees..... (in words).

b) This bank guarantee shall be valid up to (date)

The surety is liable to pay the guaranteed amount of any part thereof under this Bank Guarantee only and only if the Purchaser serves upon the surety, written claim or demand on or before.....
(date).

Date:-

Place:-

For..... (Signature of Bank Manager with full address & Seal)