

# BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.

(A Govt. of Bihar Undertaking)

PATHYA PUSTAK BHAWAN, BUDH MARG, PATNA-800 001

Phone : 0612-2221975, 2222783, 2223533 Fax:0612-2236388 Email: [pat\\_bstbpc@dataone.in](mailto:pat_bstbpc@dataone.in), [textbookmd@gmail.com](mailto:textbookmd@gmail.com)

Tender No BSTBPC/SSA.2014-15/ 1

Dated 12.10.2013

## **:- TENDER NOTICE :-**

### **NATIONAL COMPETITIVE TENDER FOR SUPPLY OF TEXT & COVER PAPER FOR PRINTING OF TEXT BOOKS.**

- 1) Sealed tenders are invited from reputed Paper Mills for supply of Text & Cover Papers for printing or Text Books as per the following core guidelines.
  - a) Per day production capacity of the Mills must be atleast **400 M.T.**
  - b) Mills should quote F.O.R. rates to godown/ Printer's Godown at Patna and by Road / Rail.
  - c) Single price should be quoted for every item and for the best quality product of the Mill.
  - d) The **Technical Bid** and the **Financial Bid** must be properly sealed and marked in separate envelopes.
  - e) The Mills must be registered under the Bihar VAT Tax Act.

- 2) **Specification of the paper is given hereunder :-**

Sl. No.	Types of Paper	Size of paper	G.S.M.	Quantity in M.T.
A	Cream Wove White Printing Paper with BSTBPC LOGO & mill water mark.	(i) 84 Cm Reel paper	70	7,000
		(ii) 74 Cm Reel Paper	70	18,000
B	S.S. Maplitho Paper with BSTBPC LOGO & mill water mark.	(i) 84 Cm Reel Paper	70	4,000
C	White Cover Paper with BSTBPC LOGO & mill water mark.	(i) 78 X 103 Cm Sheet	130	800
		(ii) 59 X 87 Cm Sheet	130	700

- 3) The above quantities are estimated only and may be reduced or enhanced subsequently depending upon the actual and specific requirement. The paper should have paper producing mill's water mark with BSTBPC Logo. The Logo will be provided by the BSTBPC.
- 4) The Tender Paper along with the Instructions can be downloaded from the **Website [www.educationbihar.gov.in](http://www.educationbihar.gov.in) & [www.bstbpc.gov.in](http://www.bstbpc.gov.in)** from **13.10.2013** and may be submitted along with a demand draft of **Rs. 25,000/-** from any scheduled/nationalized bank in favour of **"Bihar State Text Book Publishing Corporation Ltd.,"** payable at Patna.
- 5) Date of Pre Bid Meeting **11.30 hrs. on 23.10.2013.**
- 6) Last date of receipt of Tender is **06.11.2013 upto 14.00 hrs.**
- 7) Date of opening of Tenders (i.e. except Financial Bids) is **06.11.2013 at 15.00 hrs.**
- 8) On such date of opening of tenders, the verification of all the tender documents (Technical Bid) shall be undertaken in presence of the authorized representatives of the applying bidders with respect to the "Original / Notary attested" certificates. The tender applications of such bidders who fail to produce the originals / Notary attested documents on such date as specified, may be rejected without any further communication made thereof.
- 9) The Financial Bid of the successful bidders shall be opened on a suitable date, which will be duly informed later on. The Technical Bid and Financial Bid duly sealed in separate covers should be put in another sealed cover super-scribed **"TENDER FOR SUPPLY OF PRINTING PAPER FOR THE ACADEMIC YEAR - 2014-2015** and submitted in the office the **Managing Director, Bihar State Text Book Publishing Corporation Ltd., Pathya Pustak Bhawan, Budh Marg, Patna-800 001** on or before **06.11.2013 by 14.00 hrs.** Tender received after the scheduled date & time will not be entertained.
- 10) The authority reserves the right to reject or cancel the tender or any part thereof without assigning any reasons thereof.

**(J.K.P. SINGH)** I.R.P.S.  
MANAGING DIRECTOR.

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Tender No BSTBPC/SSA./2014-15/ 1

Dated 12.10.2013

National Competitive Tender for supply of Text & Cover Papers for printing of Text Books is invited for the SSA year 2014-15. The gist of requirement is as follows:-

Sl.No.	Types of Paper	Size of paper	G.S.M.	Quantity in M.T.
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		(ii) 59 X 87 Cm Sheet	130	700

### Important Date and time:

Sl.No.	Subject	Date	Time
1	Pre-bid meeting	23.10.2013	11.30 hrs.
2	Submission of Bid last date & time	6.11.2013	14.00 hrs.
3	Opening of Bid	6.11.2013	15.00 hrs.

Details are available at the Website [www.educationbihar.gov.in](http://www.educationbihar.gov.in) & [www.bstbpc.gov.in](http://www.bstbpc.gov.in) from 13.10.2013 onwards.

(J.K.P. SINGH) I.R.P.S.  
MANAGING DIRECTOR.

# **BIDDING DOCUMENT**

## **NATIONAL COMPETITIVE TENDER**

### **FOR**

## **SUPPLY OF TEXT & COVER PAPER**

## **FOR PRINTING OF TEXT BOOKS.**

**ACADEMIC SESSION 2014-2015**

## **BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.**

**Pathya Pustak Bhawan,**

**Budh Marg, Patna-800001**

<b>Commencement of availability of Bid Document on Website. :</b>	<b>13.10.2013</b>
<b>Pre-Bid Meeting</b>	<b>23.10.2013 AT 11.30 hrs.</b>
<b>Date and Time for receipt of Bids :</b>	<b>06.11.2013 UPTO 14.00 hrs .</b>
<b>Time and Date of Opening of Bids:</b>	<b>06.11.2013 AT 15.00 hrs.</b>

## **IMPORTANT INFORMATION**

- Name of the Corporation : **Bihar State Text Book Publishing Corporation Ltd.**
- Address : **The Managing Director,**  
(For submission of Bids, Bihar State Text Book Publishing Corporation Ltd.,  
Communication, etc.) Pathya Pustak Bhawan,  
Budh Marg,  
Patna-800 001.
- Phone Nos. : 0612-2221975  
Fax No. : 0612 – 2236388
- Name of Work : National Competitive Tender for Supply of  
Text & Cover Paper for Printing of Text Books.
- Price of Opening of Bid : The Bid document may be downloaded from the  
**Website** [www.educationbihar.gov.in](http://www.educationbihar.gov.in) &  
[www.bstbpc.gov.in](http://www.bstbpc.gov.in) from 13.10.2013 and it may be  
submitted alongwith a demand draft of **Rs. 25,000/-** from  
any scheduled/nationalised bank in favour of “**Bihar State  
Text Book Publishing Corporation Ltd.,**” payable at  
Patna.
- Place of Opening of Bid : Conference Hall,  
Bihar State Text Book Publishing Corporation Ltd.,  
Pathya Pustak Bhawan,  
Budh Marg,  
Patna-800 001.
- Date till which the Bid is valid : 180 days from the date of opening of Bid.
- Bid Security Deposit : (i) Only for Text Paper Rs. 2,90,00,000/- (Rupees  
Two Crore Ninty Lacs) only  
(ii) Only for Cover paper Rs. 15,00,000/- (Rupees  
Fifteen lacs) only  
(iii) For Text & Cover paper both Rs. 3,05,00,000/-  
(Rupees Three Crore five lacs) only.

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  - c) Single price should be quoted for every item and for the best quality product of the Mill.
  - d) The **Technical Bid** and the **Financial Bid** must be properly sealed and marked in separate envelopes.
  - e) The Mills must be registered under the Bihar VAT Tax Act.

- 2) **Specification of the paper is given hereunder :-**

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- 4) The Tender Paper along with the Instructions can be downloaded from the **Website [www.educationbihar.gov.in](http://www.educationbihar.gov.in) & [www.bstbpc.gov.in](http://www.bstbpc.gov.in)** from **13.10.2013** and may be submitted along with a demand draft of **Rs. 25,000/-** from any scheduled/nationalized bank in favour of **"Bihar State Text Book Publishing Corporation Ltd.,"** payable at Patna.
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- 9) The Financial Bid of the successful bidders shall be opened on a suitable date, which will be duly informed later on. The Technical Bid and Financial Bid duly sealed in separate covers should be put in another sealed cover super-scribed **"TENDER FOR SUPPLY OF PRINTING PAPER FOR THE ACADEMIC YEAR - 2014-2015** and submitted in the office the **Managing Director, Bihar State Text Book Publishing Corporation Ltd., Pathya Pustak Bhawan, Budh Marg, Patna-800 001** on or before **06.11.2013 by 14.00 hrs.** Tender received after the scheduled date & time will not be entertained.
- 10) The authority reserves the right to reject or cancel the tender or any part thereof without assigning any reasons thereof.

**(J.K.P. SINGH)** I.R.P.S.  
MANAGING DIRECTOR.

# TERMS AND CONDITIONS

1. The Managing Director, BSTBP Corporation Ltd. invites sealed bid for supply of Cream Wove and SS Maplitho White printing paper of 70 GSM and white cover paper 130 GSM as specified in Annexure-I. The papers should bear the Logo of BSTBPC and water mark of the mill. The bidding is open to all the eligible paper mills who qualify for bidding under the terms and conditions prescribed.
2. The Bid document may be downloaded and utilized from the **Website** [www.educationbihar.gov.in](http://www.educationbihar.gov.in) & [www.bstbpc.gov.in](http://www.bstbpc.gov.in) from 13.10.2013 and it may be submitted alongwith a demand draft of **Rs. 25,000/-** from any scheduled/nationalized bank in favour of "**Bihar State Text Book Publishing Corporation Ltd.,**" payable at **Patna.**
3. Bids complete in all respects - both **TECHNICAL BID** in an envelope properly sealed and secured marked as **TECHNICAL BID** containing duly filled in Form-1T and Form-2T and **FINANCIAL BID** in another envelope properly sealed and secured marked as **FINANCIAL BID** containing duly filled Form-1F and Form-2F should be placed in a bigger envelope so as to suitably accommodate both the technical and financial bid's envelopes. All the three envelopes as referred above should be duly sealed/signed and secured. This must be submitted in office of the Managing Director, BSTBP Corporation Ltd. latest by 14.00 hrs. on or before 06.11.2013. The **TECHNICAL BID** of all the bidders will be opened in the presence of bidders or authorized representatives of bidders, who may choose to attend the opening of bids in the office of the Managing Director, BSTBP Corporation Ltd. at 15.00 hrs. on 06.11.2013. The **FINANCIAL BID** of those bidders whose **TECHNICAL BID** does not fulfill the criterion / eligibility / requirements of Bid Documents shall not be opened. The Financial Bid of only those bidders shall be opened who qualify in Technical Bid round. Date of opening of financial bid will be informed later on.
4. The rates must be quoted both in words and figures at appropriate place. The rates quoted must not be overwritten. If there is a discrepancy between rates mentioned in words and figures, the rates quoted in figures will be considered as bid amount for the purpose.
5. The bid document must be signed by person fully and duly authorized to sign by the 'bidder to the contract'. Proof of authorization in the form of registered Power of Attorney or Power of Attorney before Public Notary must accompany the Technical bid documents.
6. The bid shall be submitted in two Sealed Covers, super scribed with words "**COVER - A TECHNICAL BID FOR SUPPLY OF WATER MARK CREAM WOVE AND S.S. MAPLITHO WHITE PRINTING PAPER AND WHITE COVER PAPER FOR THE YEAR 2014-15 DUE ON 06.11.2013**" and "**COVER - B FINANCIAL BID FOR SUPPLY OF WATER MARK CREAM WOVE WHITE PRINTING PAPER AND WHITE COVER PAPER FOR THE YEAR 2014-15 DUE ON 06.11.2013**".

7.

- a) The Production capacity of the mills must be more than 400 Metric Tons per day, and a Certificate to this effect, in the format attached herewith as Technical Bid Form-2T, from the Central Excise Department be furnished indicating clearly that they have cleared 80,000 (Eighty Thousand) M.T. paper during the excise year 2012-13.
- b) The bidding documents format should properly be followed as available on Website [www.educationbihar.gov.in](http://www.educationbihar.gov.in) & [www.bstbpc.gov.in](http://www.bstbpc.gov.in) and submitted alongwith a demand draft of **Rs. 25,000/-** from any scheduled/nationalized bank in favour of "Bihar State Text Book Publishing Corporation Ltd.," payable at Patna.
- c) Bid must be submitted in prescribed forms and be accompanied with Bid Security in the form of Bank Guarantee or Demand Draft of (i) for Text Paper Rs. 2,90,00,000/- (Rupees Two Crore Ninty Lacs) only (ii) for Cover paper Rs. 15,00,000/- (Rupees Fifteen lacs) only (iii) for Text & Cover paper both Rs. 3,05,00,000/- (Rupees Three Crore five lacs) only Demand draft/Bank Guarantee should be in favour of "**Bihar State Text Book Publishing Corporation Ltd.**", payable at Patna.
- d) The bid should not be conditional and inconsistent with the terms and conditions of the prescribed bid document for the purpose.
- e) Rates of products of more than one paper mills/units should not be quoted.
- f) More than one rate should not be quoted for single item as mentioned in Annexure-I.
- g) A mill should not submit more than one bid.
- h) Rates for 70 GSM Water Mark Cream Wove and SS Maplitho White Printing paper and 130 GSM Cover paper all bearing the BSTBPC Logo and Mill water mark per Metric Ton F.O.R. BSTBP Corporation Ltd., Budh Marg, Patna by Road/Rail transportation/loading/unloading etc. inclusive of all taxes and duties like CST/Commercial Tax/Octroi (if any) and other taxes and duties must be quoted. It may be clarified that all applicable / existing / desirable / required taxes and duties should be considered and included in the rate of the paper. At present as per the Central Excise Rule the rate of Central Excise is nil for the paper to be utilized for nationalized text books to be supplied to Bihar State Text Book Publishing Corporation. Please also clearly specify as to at what Central Excise rate, the rates have been quoted and whether 'declaration' regarding usage of paper is required from the corporation or not.
- i) The weight of wrapper, core, hessian cloth and wooden plug etc. be included in the rates quoted.



- j) Bid if received after the prescribed date and time for submission of bid will be rejected.
- k) 10 Samples sheets in A-1 size of paper of required and quoted quality and same lot are to be submitted along with the Cover 'A' Technical Bid indicating the size, weight, GSM and name of mill/unit thereon. The samples submitted along with-Cover 'A' Technical Bid be signed and stamped by the appropriate authority of manufacturing Mill/Unit and the samples should meet be the quality requirement as mentioned in Annexure-I.
- i) The Mill must submit self attested copy of registration under the Bihar VAT Tax Act (VAT) of the Mill or its branch with technical bid.
- m) The Annual turnover of the mill during any of the last three years must not be less than Rs. 400=00 crore. Copies of Audited Balance Sheet and Profit and Loss Account and Income Tax Returns for the financial year 2010-11, 2011-12 and 2012-13 with a copy of PAN CARD should be enclosed.
- n) The Test Report of the paper mill from any one of five institutions mentioned in Annexure-I Para A-10 be enclosed.

**Note :-** The eligible bidders of other states may submit their bids without the copy of registration under the Bihar VAT Tax Act (VAT) as required under clause- 5 (m). However, registration under the Bihar Sales Tax Act (VAT) of the Mill or its branch will be a must and essential after issue of letter of acceptance by BSTBPC and before execution of agreement between the concerned mill and BSTBPC.

**8. BID DOCUMENTS:**

The Bidder is expected to examine carefully all instructions, conditions, bid form, appendix to Bid Form, proforma agreement specification, annexure and schedules etc. in the Bid Documents. Failure to comply with the requirements of bid submission will be at the bidder's risk. Bids, which are not substantially responsive to and commensurate with the requirements of the bid documents, will be rejected.

**9. BID SECURITY:**

- a) Bid Security shall be forfeited if the bid is withdrawn.
  - (i) at any time prior to its rejection.
  - (ii) before or after its acceptance is communicated to the bidder or,
  - (iii) if the successful bidder fails to execute the agreement within 7 (seven) days of the receipt of letter of acceptance.
- b) Bid Security of unsuccessful bidder will be refunded as early as possible.
- c) Bid Security of successful bidder may be adjusted against Security Deposit at the time of the execution of the agreement, if the bidder requests to do so in writing.
- d) No interest will be paid on the amount of Bid Security and/ or of Security Deposit.



10. (a) The rates and prices quoted by the bidders shall be fixed for the duration of the contract and shall not be subject to adjustment or change on any account.
- (b) BSTBPC will not consider any claim for revision of the rates related to a higher quantity slab of Excise levy although payable by the manufacturing mills, effected by the Govt. of India. BSTBPC may accept revision (higher/lower) in rate only in the event of any revision to the basic rate of Excise Duty as applicable on the date of agreement, if so effected by the Govt. of India.
11. **BID VALIDITY:**  
Bid shall remain valid and open for acceptance by BSTBPC for a period of 180 days from the date of bid opening. Failure to sign the bid shall result in rejection of the bid.
12. **CANVASSING IN ANY FORM SHALL RESULT IN DISQUALIFICATION OF THE BID.**
13. **Award Criteria:**  
The Purchaser may normally award to a successful bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid as well as capable of supplying required quantity within the time schedule prescribed, with or without negotiations, provided the bidder is determined to be qualified to perform the contract satisfactorily. The purchaser shall, therefore, reserve the rights to negotiate with any other bidder without assigning any reason.
14. The Managing Director reserves the right to accept or reject any bid or all the bids without assigning any reason whatsoever (at any time prior to the award of the contract) without incurring any liability to the affected bidders and any obligation to inform the affected bidders of the grounds.
15. **SCHEDULE AND MODE OF SUPPLY / DELIVERY:**
- (i) The total tonnage of 70 GSM "Water Mark" Cream Wove White Printing, SS Maplitho and 130 GSM Cover Paper as specified in ANNEXURE-I and approved sample submitted and ordered shall be in conformity with approved size and quality specification mentioned in Annexure-I and elsewhere in the bid document. The paper mills shall supply paper in batches in any or all the sizes and in quantities as per delivery schedule ordered by the Managing Director. The delivery schedule may however be revised by the Managing Director if warranted in exigencies of work of BSTBPC. The successful bidder shall be bound to effect deliveries in accordance with the changed supply schedule without claiming revision in the rates. The dates of supply shall be the date on which the consignment reaches the required destination.

- (ii) Water Mark - The Cream Wove & SS Maplitho and White Cover paper to be supplied shall bear Water Mark" of BSTBPC LOGO & Mill. The successful bidder (supplier) will arrange the manufacturing of "Dandy Roll" in consultation with BSTBPC. Further, the cost of manufacturing of Dandy Roll will be borne by the successful bidder (the mill). The "Dandy Roll" should be manufactured in such a way that it will give "BSTBPC & Mill LOGO" Water Mark at a distance of every 10 or 12 cm.

It will be responsibility of the supplier to ensure that the impression of "Water Marks" is clear and easily readable and the minimum diameter of the Dandy Roll will be 1500 mm. In case the machine of the mill is such that a 1500 mm. Dandy cannot be run on it, then the dandy of smaller diameter can be accepted provided the "Water Mark" is of good quality and the mill gives an affidavit at the time of presenting the bid documents to the effect that its machine cannot run a dandy of 1500 mm, Supplier will give an undertaking that " BSTBPC logo" Water Mark will be used only on the paper to be supplied only to BSTBPC. Once manufactured, the 'Dandy Roll' shall become the property of BSTBPC.

- (iii) Paper may be required to be supplied to the consignee/consignees as per dispatch order to be given by the Managing Director, BSTBPC. The difference in freight due to change in consignee's destinations, if any, will be subsequently paid to, deducted from the bill of the supplier, as the case may be. In such case it shall be the duty of consigner/consignee, other than BSTBPC to ensure that the paper supplied is of the quality specified by the BSTBPC and the BSTBPC may require that the supplier produce certificate from approved agency/agencies in this regard.
- (iv) Relevant Railway receipt/Motor receipt shall be sent by supplier free and direct to the consignee(s) freight prepaid.
- (v) BSTBPC 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.
- (vi) 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 IS 1848:1991 (third revision)
- (vii) The dispatch of each consignment shall be immediately communicated to the Managing Director, BSTBP Corporation Ltd. (consignee) with the relevant details of Railway receipt/Motor receipt.
- (viii) In respect of paper in reels, the covering dispatch/delivery challans shall indicate only the net weight (Pure paper substance) of paper with reel numbers of each lot.

**16. PENALTY:**

If paper is not received at the ordered destination within the period or as per schedule specified in para-15 (i) above or as subsequently changed in exigency of circumstances and requirements as defined by the Managing Director / BSTBPC, penalty for delay will be imposed @ 0.10% per day of delay on the purchase value of delayed paper supplied. However, the Managing Director, in special circumstances, may condone the delay.

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

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

(i) inferior in quality & improper winding of paper in reels etc. or not conforming to the specifications mentioned in Annexure-I and approved samples.

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

(iii) for inordinate delay in supply.

(iv) for any other sufficient reason at his discretion.

(b) In case the supply of paper is rejected, the same shall be lifted by the dealer at his own cost within the period granted by the BSTBPC and in no case the BSTBPC shall be liable for the supply rejected.

18. 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 reels are found damaged with cuts etc. and if paper strips or inside cuts are found in reels, suitable deduction to the extent of paper loss and inconvenience caused shall be made.

**19. PAYMENT:**

(i) Payment up to a limit not exceeding 90% of the value of the goods will be made after receipt subject to clearance and confirmation of acceptability, after physical inspection process, Lab test and print test as may be found imperative and in accordance with the provisions and terms of this tender.

(ii) Balance 10% payments of all bills shall, however, be withheld till the successful completion of the entire transaction against the order. Ten percent of such bills shall be settled and payments released only after meeting all the statutory requirements and other obligations to the fullest satisfaction of the Managing Director, BSTBPC Patna .

20. The successful bidder shall execute an agreement prescribed form within 7 (seven) days of the receipt of letter of acceptance in.

**21. SECURITY DEPOSIT (PERFORMANCE SECURITY):**

- (a) While executing the agreement the successful bidder shall deposit 5% (Five per cent) security value of the order by way of Bank Guarantee/Bank Draft in favour of Managing Director, Bihar State Text Book Publishing Corporation Ltd., payable at Patna. However, if the successful bidder so requests in writing the Bid Security may be adjusted against the aforesaid Security amount. The agreement shall not be executed unless the Security deposit is deposited in full.
  - (b) The Bank Guarantee referred to in para 21(a) above should be valid up to 60 days after the date of completion of performance obligations.
  - (c) The security deposit will be returned, as early as possible, on satisfactory performance of the contract.
22. Weight of the wrapper, core & wooden plug etc. of the reel/sheet shall be excluded from the gross weight and net weight shall be considered as the quantity supplied.
23. Submission of the bid by the bidder shall be construed to have accepted to all the terms and conditions contained herein.
24. The Managing Director, BSTBPC 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-16. He may also cancel the order, in part or whole, if there is breach of any of the above noted terms and conditions and recover the additional liability incurred by the Corporation in the process from the default supplier. In the event of cancellation of the contract, the security amount of the supplier shall stand forfeited without any liability to the Corporation.
25. It shall be the duty of the supplier to attend to and rectify all the complaints pertaining to the manufacturing and transportation defects of paper supplied at any stage.
26. If anything regarding technical specification is not clearly mentioned in the bid documents, the differences arising out on such points will be settled as per the provisions of Bureau of Indian Standards (BIS) in that regard.
27. Supply of paper must start within 15 (fifteen) days from the date of issue a "Letter of Acceptance"

**28. RESOLUTION OF DISPUTES:**

- 28.1 BSTBPC and the supplier shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract by direct informal and formal negotiation.
- 28.2 In case of any dispute between the parties in respect of agreement or breach thereof the same shall be referred under Section-7 of Arbitration and Conciliation Act to Principal Secretary, Education Department, Bihar Govt., Patna as sole arbitrator U/s 10 (2) of the Act and his decision will be final.
- 28.3 That if any dispute arises out of this bid before the agreement is signed, it will be subject to the Jurisdiction of the Hon'ble High Court, Patna only. After the execution of the agreement, if any dispute arises, Clause-28 of this bid document shall be applicable in that condition.

(J.K.P. SINGH) I.R.P.S.  
MANAGING DIRECTOR

## **ANNEXURE-I**

### **A-1. SPECIFICATION OF TEXT PAPER:**

- (i) Nomenclature : "Water Mark" (With BSTBPC & Mill logo) Cream Wove White Printing Paper and S.S. Maplitho Paper as per IS 1848:1991 with latest amendment.
- (ii) Grammage (g/m<sup>2</sup>) : Specified GSM 70
- (iii) Breaking length : CD-1700, MD-2500
- (iv) Brightness (%) : 80.0 min.
- (v) Opacity (%) : 80.0 min.
- (vi) Cobb 60 (g/m<sup>2</sup>) : Ave-22.0 max.
- (vii) Smoothness, Bendtsen (ml/min) : Ave-200 max.
- (viii) Paper : specks free
- (ix) Winding of reels : Proper
- (x) They should bear the logo of BSTBPC and Mill's water mark.

### **A-2. SPECIFICATIONS OF WHITE COVER PAPER:**

- (i) Nomenclature : "Water Mark" (With BSTBPC & Mill logo) White Printing Paper.
- (ii) Grammage (g/m<sup>2</sup>) : 130
- (iii) Each direction : 50
- (iv) PH : 5.5 to 7.5
- (v) Breaking length(Min.) in meters :
  - a) MD : 3500
  - b) CD : 2500
- (vi) Bendston Smoothness of both side : 150 ml/min.
- (vii) Double fold strength in (min.) :
  - a) CD : 15
  - b) MD : 18
- (viii) Opacity (min.) : 85
- (ix) Gloss (%) (min.) : 55
- (x) Moisture : 5.5 + / - 0.5%
- (xi) Brightness (Min.) : 75
- (xii) They should bear the logo of BSTBPC and Mill's water mark.

**A-3.** All the papers should be made from bamboo / wood / Agro based virgin pulp.

- A-4. Sizes :** (i) Text Paper as mentioned in para-1 of Annexure-I:- Reel of 74 and 84 cms  
(ii) White Cover Paper mentioned in para-2 of Annexure-I: Sheet: 78 X 103 Cms and 59 X 87 Cms

**A-5.** Hand and Visual Test : The printing paper shall be of uniform formation, evenly finished, printability, static charge raftings shade ink absorbency and generally free from specks, holes and other blemishes.

**A-6.** Estimated quantity 30,500 M.T. of Text papers and Cover Papers. The actual quantity shall be communicated through supply order as also indicated under the Tender Notice.

**A-7. PACKING & MARKING :** Packing shall be in full conformity with the specifications :

- (i) IS 6211:1993 and
- (ii) Point 5 of IS 1848:1991 (third revision)

**A-7.1** Hessian cloth used for packing should not be less than 12 Onz. In reels the "EDGE GUARD" of strong material like corrugation media/plastic should be provided.

**A-7.2** Weight of the wrapper, Hessian cloth, core and wooden plug etc. shall be excluded from the gross weight. Net weight shall be considered as the quantity supplied.

**A-8.** Paper Supply Schedule

SI.No.	MONTH	QUANTITY
1	By 15th December,2013	10,000 M.T.
2	By 15th January,2014	10,000 M.T.
3	By 1st February,2014	Balance Quantity

**A-9.** The bidders shall submit samples with 'Mill's Water Marks'.

**A-10.** The bidders shall submit samples along with Test Report of the concerned Mill's paper from any one of the following:

- (i) Central Pulp & Paper Research Institute, P.B.I No.174, paper Mills Road, Himmat Nagar, Saharanpur-247 001,
- (ii) Indian Institute of Packaging, Plot No.169, INDL Estate, Perungudi, Chennai-600 096,
- (iii) Indian Institute of Packaging, E2, MIDC Area, P.B. No. 9432, Andheri East, Mumbai-400 093,
- (iv) Institute of Paper Technology (Indian Institute of Technology, Roorkee), Post Box No.83, Saharanpur-247 001(U.P.) &
- (v) Indian Institute of Chemical Technology, Tarnaka, Hyderabad.

## **AGREEMENT**

An agreement made at Patna this day.....of  
.....2013 between B.S.T.B.P. Corporation Ltd., Budh Marg, Patna  
(hereinafter referred to as the BSTBPC which expression shall unless repugnant to the  
context or meaning thereof includes its successors and assigns) of the one part.

### **AND**

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

WHEREAS the BSTBPC invited bids for supply of 70 GSM "Water Mark" (with  
BSTBPC & Mill LOGO) Cream Wove White Printing Paper, SS Maplitho Paper & 130  
GSM Cover Paper on the terms and conditions envisaged in the terms schedule issued  
with the tender form and purchased by the mill.

AND WHEREAS BSTBPC accepted the bid submitted by the mill vide its letter  
of acceptance dated ..... consideration of the premises and the mutual  
premises and undertakings here in after specified and for other good and valuable  
consideration this agreement witness and is hereby agreed to as follows:

1. The following documents shall form and be construed a part of the agreement.
  - a) N.I.T. and bid document will be treated as part of the Agreement.
  - b) The terms and conditions of the contract.
  - c) Schedule and supply specification for 70 G.S.M. Cream Wove "Water Mark"  
(with BSTBPC & Mill LOGO) white Printing paper, SS Maplitho & 130 GSM  
Cover Paper as Annexure – I.
  - d) The letter of acceptance dated .....
  - e) The bid submitted by the bidder.

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, B.S.T.B.P.C. shall be final.

2. In consideration of the payment to be made by the BSTBPC to the mill as here  
in after mentioned, the mill here by covenants with the Corporation to supply in



conformity with and in all respects with the provisions of the contract accepting all the terms and conditions contained therein.

3. The Corporation hereby covenants to pay to the mill in consideration of the supply of 70 GSM "Water Mark" (with BSTBPC & Mill LOGO) Cream Wove White Printing Paper, S.S. Maplitho & 130 GSM Cover Paper on the terms and conditions contained & agreed upon in the letter of acceptance issued to the mill.
4. The mill hereby covenants to supply of 70 GSM "Water Mark" (with BSTBPC & Mill LOGO) Cream Wove White Printing paper, S.S. Maplitho & 130 GSM Cover Paper of the specification mentioned in Annexure-I, on the terms and conditions mentioned in bidding document in batches in any or all the sizes and in quantity as per delivery schedule ordered by BSTBPC.
5. The mill has deposited Bid Security of (i) for Text Paper Rs. 2,90,00,000/- (Rupees Two Crore Ninty Lacs) only (ii) for Cover paper Rs. 15,00,000/- (Rupees Fifteen lacs) only (iii) for Text & Cover paper both Rs. 3,05,00,000/- (Rupees Three Crore five lacs) only which has been adjusted against Performance Security deposit on the application of the mill and which shall be refunded to the mill by BSTBPC, as early as possible, on the satisfactory performance of the contract, in the supply of 70 GSM "Water Mark" (with BSTBPC & Mill LOGO) Cream Wove White Printing paper, S.S. Maplitho & 130 GSM Cover Paper unless forfeited by BSTBPC.
6. The delivery schedule may be revised by BSTBPC and the 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 and the mill shall be bound to execute the supply of the additional quantity on the same rates, terms and conditions.
7. The mill hereby covenants to supply of 70 GSM "Water Mark" (with BSTBPC & Mill LOGO) Cream Wove White Printing Paper, S.S. Maplitho & 130 GSM Cover Paper to the consignee/consignees as per dispatch order to be given by BSTBPC the difference in freight being payable to the mill or deducted from the running bill submitted by the bidder, as the case may be.
8. The mill covenants that in such cases where BSTBPC requires the consignment of the paper to be delivered to a consignee at the particular place he will ensure that the 70 GSM "Water Mark" (with BSTBPC & Mill LOGO) Cream Wove White Printing paper, S.S. Maplitho & 130 GSM Cover Paper delivered to the consignee (other than the Corporation) is also of the same quantity and same as

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

9. The mill shall send relevant/Motor receipt/RR fee of cost direct to the consignee/consignees freight pre-paid.
10. BSTBPC shall not be liable/responsible for damages, losses, thefts, pilferage, fire, accident, demurrages, etc. incurred to the consignment during transit and the mill bear the same.
11. The mill covenants that the consignment/consignments of 70 GSM "Water Mark" (with BSTBPC & Mill LOGO) Cream Wove White Printing paper, S.S. Maplitho & 130 GSM 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 6311:1993 hassian cloth used for packing of paper should not be less than 12 Onz.
12. The dispatch of each and every consignment shall be immediately communicated to the BSTBPC /consignee concerned with relevant details of /Motor Receipt/RR.
13. In respect of reel, the covering dispatch/delivery challan shall indicate only the nett paper weight exclusive of weight of wrapper, hezier cloth, core and wooden plug etc.
14. The "Water Mark" (with BSTBPC & Mill LOGO) 70 GSM Cream Wove White Printing paper, S.S. Maplitho & 130 GSM Cover Paper supplied by the bidder shall conform strictly to the quality and proper winding of paper in reels etc. specified in Annexure-I in all respects and as per dispatch order. BSTBPC reserves the right to refuse to accept the paper if found not in conformity with Annexure-I and for any other sufficient reason in the discretion of the BSTBPC.
15. Supply of paper for the reason of not being found in conformity with Annexure-I and for any other sufficient reason in the discretion of the corporation shall be lifted by the mill at his own cost within the period granted by the BSTBPC and in no case the BSTBPC shall be liable for the supply not accepted by the Corporation.

16. BSTBPC reserves the right to deduct from the running bills cost of damaged or torn sheets and also of the sheets found short in supply. If the edges of the reels are found damaged with cuts etc. and if strips or inside cuts are found in reels, the cost of the same shall be deducted from the Running Bills by the Corporation.
17. **PAYMENT:**
  - (i) Payment up to a limit not exceeding 90% of the value of the goods will be made after receipt subject to clearance and confirmation of acceptability, after physical inspection process, Lab test and print test as may be found imperative and in accordance with the provisions and terms of this tender.
  - (ii) Balance 10% payments of all bills shall, however, be withheld till the successful completion of the entire transaction against the order. Ten percent of such bills shall be settled and payments released only after meeting all the statutory requirements and other obligations to the fullest satisfaction of the Managing Director, BSTBPC Patna .
18. The Security Deposit will be refunded as early as possible on satisfactory performance of the contract on the part of the bidder.
19. For judging the quantity of paper supplied by the bidder, weight of wrapper of the reel/ream and weight of core of the reel shall be excluded from the weight and nett weight of 70 GSM "Water Mark" Cream Wove White Printing paper, S.S. Maplitho & 130 GSM Cover Paper only shall be considered.
20. If the paper is not supplied by the mill as per delivery schedule order by the BSTBPC, penalty for delay will be imposed by BSTBPC at the rate of 0.10% per day of delay on the value of delayed paper supplied. Penalty may be imposed by delayed even if the delay in supply has not resulted into any financial loss to BSTBPC. In exceptional cases the Managing Director, BSTBPC may condone the delay entirely at his discretion.
21. BSTBPC reserves the right to impose penalty for breach of any other terms of the contract at its discretion to the extent of liability suffered by BSTBPC or by forfeiture of the Security amount.
22. The mill shall attend to and rectify all the complaints pertaining to the manufacturing defects of paper revealed at any stage within 5 days.

23. 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.
24. BSTBPC and the mill shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
25. In case of any dispute between the parties in respect of agreement or breach thereof the same shall be referred under Section-7 of Arbitration and conciliation Act to the Principle Secretary Education Department, Govt. of Bihar, Patna as sole arbitrator U/s 10 (2) of the act and his decision will be final. The Hon'ble High Court at Patna shall have jurisdiction in case of any legal dispute.
26. This Agreement shall be valid upto period of 6 (six) months after the entire supply requirement has been met.
27. The mill shall pay stamp-duty on the contract and legal charges for preparation of this agreement.
28. The supplied shall facilitate for proper and smooth inspection of mill's paper manufacturing process to as to satisfy BSTBPC regarding continuous uninterrupted manufacturer/supply of required paper as per the schedule / requirement of supply of papers from time to time. This monitoring mechanism shall be basically to supervise and ensure timely supply of papers to BSTBPC by the mill.

IN WITNESS WHERE OF the parties hereto have signed this agreement on the day and year referred to above.

**WITNESS :**

1. 1. Managing Director.

2.

**WITNESS :**

1. 2. Bidder/Mill

2.

**TECHNICAL BID**  
**FORM – 1 T**

To :

**The Managing Director,**  
Bihar State Text Book Publishing Corporation Ltd.,  
Budh Marg,  
Patna-800 001.

From :

.....  
.....  
.....

**SUB : TECHNICAL BID for supply of 70 GSM “Water Mark” Cream Wove  
White printing paper, S.S. Maplitho & 130 GSM Cover Paper.**

Ref.: **Your Tender Notice No.....dated.....**

Dear Sir,

In response to the above Tender Notice I/We submit our TECHNICAL BID FOR SUPPLY OF 70 GSM “WATER MARK” (with BSTBPC & MILL logo) CREAM WOVE WHITE PRINTING PAPER, S.S. MAPLITHO & 130 GSM COVER PAEPR”.

I/We shall abide by all the terms and condition envisaged in your bidding document. The following documents with self attestation are enclosed herewith as per Terms and Conditions of the Bid

Sl. No.	Description	Clause No.	*Tick
1	Central Excise (Clearance) Certificate	7 (a)	YES/NO
2	Bid Security	7 (c)	YES/NO
	(i) only for Text Paper Rs. 2,90,00,000/- (Rupees Two Crore Ninty Lacs) only		
	(ii) only for Cover paper Rs. 15,00,000/- (Rupees Fifteen lacs) only		
	(iii) For Text & Cover paper both Rs. 3,05,00,000/- (Rupees Three Crore five lacs) only	7 (c)	YES/NO
3	Rates quoted in the Financial Bid Form 2 F	7 (i)	YES/NO
4	Ten Samples of type of papers for which rates has been quoted with seal & Signature of the authority on the paper.	7 (l)	YES/NO
5	Copy of Bihar Sales Tax Registration Certificate	7 (m)	YES/NO
6	copies of audited balance sheet and profit and loss accounts and income tax returns for the last three years with a copy of PAN Card.	7 (n)	YES/NO
7	Test Report of Paper from any one of five prescribed institutions	7 (o)	YES/NO

**Signature of the Bidder  
With date and Seal**

**TECHNICAL BID**  
**FORM – 2 T**

**EXCISE CLEARING CERTIFICATE FOR THE YEAR 2012-13**

THIS IS TO CERTIFY THAT CENTRAL EXCISE DEPARTMENT  
CLEARED..... M.T. PAPER  
OF M/S .....  
..... DURING THE YEAR 2012-2013.

**Signature and seal of Inspector/  
Superintendent, Central Excise**

**COUNTER SIGNED BY**

**signature and seal of  
Asst. Excise Commissioner or  
an Officer of above rank.**

**FINANCIAL BID**

**FORM – 1F.**

To:

The Managing Director,  
Bihar State Text Book Publishing Corporation Ltd.,  
Budha Marg,  
Patna-800 001.

From :

.....  
.....  
.....

**SUB: FINANCIAL BID for supply of 70 GSM “Water Mark” Cream Wove White Printing Paper, S.S. Maplitho & 130 GSM Cover Paper.**

Ref.: Your Tender Notice No.....Dated.....

Dear Sir,

In response to the above Tender Notice I/we quote our rate in the enclosed FINANCIAL BID: FORM-2F.

I/We shall abide by all the terms and conditions envisaged in your Bidding Document.

Signature of the Bidder  
With date and Seal



**FINANCIAL BID**  
**FORM – 2 F**

Subject to all the terms and condition issued by the  
Bihar State Text Book Publishing Corporation Ltd.

Variety of papers and its sizes	Rate per MT ( in rupees) (As mentioned in Annexure-1)			
	By Road		By Rail	
	In figure	In words	In figure	In words
1 For 70 GSM cream wove reel Paper (84/74 Cms)				
2 For 70GSM SS Maplitho Paper (84cms)				
3 130 GSM Cover Paper Size: 78X103 Cms and 59X87 Cms				

Signature of the bidder  
With date and seal

**Note :**

1. Rates quoted must include (CST/Commercial Tax/Octroi (if any) and all other taxes applicable and should be FOR destination as mentioned in tender notice. At present there is exemption of Central Excise for the paper to be utilized for nationalized books to be supplied to BSTBPC (as per Central Excise Rule). Please clearly specify at what Central Excise rate the rates have been quoted and whether the “Declaration” regarding usage of paper is required from the Corporation or not.
2. If there is any over writing or corrections in rates the Bid will not be considered.
3. It may however be noted that the actual quantities in different sizes will be precisely indicated at the time of signing of the agreement as indicated in para-3 of the Tender Notice which is part of the tender document.
4. In case any difference/confusion in the rate quoted and written 'in figures' and 'in words', the rate quoted and written 'in words' shall prevail.