



**TERMS AND CONDITIONS OF THE TENDER
(PAPER / MILL BOARD SUPPLIERS)**

1. The tender should be dispatched so as to reach this Office on or before the due date and time specified. **The Tender received after the specified date and time will not be accepted.**
2. Each page of the offer should be signed by the Tenderer. Also any correction to be duly signed by the Tenderer.
3. The description and specifications of the Stores to be manufactured and supplied be noted carefully and your offer should be strictly in accordance with the same.
4. Wherever detailed specifications are not given by the tenderer, it will be presumed that the material / item is as per our specifications and the tenderer will be bound to supply the material / item as per our specifications only.
5. The tenderer should be in the similar business for at least 5 years. Certified copy of Registration in the name of the tenderer to be enclosed with the tender. In case of Imported store, the Registration of I.E. Code should be in the name of the tenderer and certified copy of I.E. Code Registration should be enclosed.
6. The tenderer should have executed total order of **atleast Rs. 2 Crores** for Paper / Board in **any one of the preceeding 3 financial years**. Copies of such orders should be enclosed to verify the authenticity.
7. List of clients of the tenderer to be enclosed.
8. Authorization letter in original from the manufacturing Mill authorizing the tenderer to quote the rates alongwith the confirmation of validity of rates during the period of supply, to be enclosed.
9. The manufacturing Mill supplying the paper / mill board should accept additional order, if any, at the quoted / negotiated rates during the period of supply. A written confirmation to that effect from the Manufacturing Mill should be enclosed.
10. The Mills desirous to supply the paper / mill board should have in-house laboratory for testing of all the properties / specifications of paper / mill board as specified in the technical bid.



11. The paper / mill board Mill should have minimum production capacity as under :-
- For Text paper and End paper - 150 M.T. per day
 - For Art paper - 25 M.T. per day
 - For Mill Board - 50 M.T. per day.
12. Tenderer as well the Principal Mill is required to submit an undertaking to replace any damaged quantity and / or to make good any short supply within 15 days from the date of intimation.
13. Tenderer shall submit alongwith the tender, exact samples of each item (5 samples each) quoted by them. All the samples should bear clearly the specifications like make, quality, size, weight, etc.. on the sample itself and should be certified by the tenderer with his signature and affixing his office seal.
14. No alteration either in quantity or quality of the items indented or in the period of execution or enhancement in the rate of article shall be allowed unless previously ratified by the Corporation in writing. However, In case of any contingency, the Corporation shall be at liberty to reduce the order upto maximum 20%. Intimation to this effect will be given to the supplier before the start of production of our paper / Mill Board by the Mill.
15. The paper will be supplied to the printer in a phased manner either in single or in number of lots as specified by us. The number of lots will depend on the total quantity of the order placed with the supplier. However, the maximum number of lots will not exceed 3. The Printer will utilize the paper lot-wise and the printer will be giving 3 Certificates for each lot. The first / second Certificate will be given immediately on receipt of supply, stating the quantity received. Final Certificate will be given on consumption of the particular lot but before starting utilization of the next lot.
16. The delivery of the material should be given to the Printer at ground floor level with stacking of the bundles upto 7 feet height, free of any charges. All deliveries must be made as per our instructions, at the destinations of the printers specified by us, free of cost. Any payment towards loading / unloading charges should be clearly decided with the Printer well in advance and in case of dispute regarding payment of loading / unloading charges, Corporation will not intervene.

17. Failure to deliver the goods on or before the specified dates of a particular lot of supply will attract penalty as per Clause No. 20 and the Corporation shall be at liberty to purchase the goods or such part thereof as it may decide, from any other supplier and the supplier at default shall be liable to make good any loss or damage that the Corporation may suffer due to such purchases / transportation of material or shall be called upon to pay to the Corporation the liquidated damages as provided in Clause 20 herein under.
18. If after the delivery of paper is done, it is discovered that the material supplied do not conform to the specifications, such supply shall be rejected at the suppliers cost, who will have to supply the material exactly according to the specifications, within the scheduled time of delivery and in the event of non-compliance with this condition, the Corporation shall be at a liberty to take such action as it may deem fit in addition to reimbursing the Corporation of such additional cost as may be incurred by Corporation in replenishing it with supplies from other sources.
19. Stores rejected after receipt will have to be taken back by the supplier at their own risk and cost. Corporation should not be held responsible in case of any dispute with the Printer.
20. **PENALTY CLAUSE** : For delayed supply - If the Supplier fails to comply with the provisions of the Clause regarding the delivery on or before the specified date for each lot or within such extended time as the Corporation may grant at its discretion, it shall pay to the Corporation, liquidated damages at the rate of 1/2 % of the outstanding order value for every week or part thereof of delay. These liquidated damages will go on increasing by 1/2% for every delayed week, (subject to a maximum of 7 1/2% of the total order value). Such sum will be construed as and taken as liquidated damages and not as penalty and the Corporation shall be at liberty to deduct such sums from any monies due to the Suppliers under these presents or may otherwise recover the same separately.
- Quality - If the quality of the material supplied is found to be beyond acceptable limit of BIS Standard, it will attract penalty as decided by the Corporation which shall not be disputed by the supplier.
21. Offers subject to conditions like “subject to prior sale”, “subject to validity of the stores” or with any other vague conditions, shall not be accepted.
22. The offer should be kept open for minimum period of **60** days from the due date of opening of the Commercial bid.



23. Any material being imported, demurrages for any delay in lifting the material, custom duty, be paid by the supplier.
24. Any tender not in compliance with the above terms and conditions and the specifications shall be liable to be rejected.
25. Suppliers, Agents, Mills, which have already been black-listed / debarred by the Corporation are not eligible to participate in this tender. Their tenders, if received will not be considered by us.
26. The Corporation reserve the right to reject any offer in part or full without assigning any reason. In the event of our accepting a part of any item of your offer, traded rate for the full quantity shall be considered as valid unless specifically stated to the contrary in your offer.
27. Any dispute arising out of or relating to this tender shall be deemed to have arisen at the headquarters of the Corporation's Office, placing the order and shall be subject to adjudication by the Court in that city.

I / We accept the above conditions

(Signature & Seal of the Bidder)