

Our Ref: PUR/3:13/2012

14 June 2012

Subject: Tender for supply of Photocopier Paper A-3 and A-4 size 75 gsm and 80 gsm on Annual Rate Contract

Dear Sir,

BIS intends to enter into an Annual Rate Contract for procurement of its annual requirement of approx 14600 reams of photocopier paper of A-3 and A-4 size as per details given at Annexure-I. The procurement would be made on quarterly basis. The quantity may be increased or decreased depending upon our need. The Bureau gives first preference in its purchases to goods bearing ISI Certification Mark. The total estimated cost of procurement of all four types of photocopier papers for one year would be Rs. 20 Lacs.

Interested firms willing to supply the photocopier paper of different kinds as per detail given in Annexure-I on credit basis may send their rates in a sealed cover superscribing the envelope "Quotation for supply of photocopy paper" addressed to the Director (Administration), Bureau of Indian Standards, Manak Bhavan 9, Bahadur Shah Zafar Marg, New Delhi 110 002, latest by **1500 hrs. 5th July 2012** which will be opened on the same day at 1530 hrs in Room No 406 Manakalya in the presence of interested bidders or their representatives. Duly completed tender document may be dropped in the tender box in Room No. 406, Manakalaya.

An earnest money (EMD) of an amount, as mentioned in Annexure-I for each item separately, may be submitted alongwith the quotation in the form of bank draft in favour of Bureau of Indian Standards, New Delhi. The earnest money will be refunded to the unsuccessful tenders after finalization of the contract. Successful tenderer will have to deposit performance security money of the amount as mentioned in Annexure-I for each items separately in the shape of bank Guarantee/fixed Deposit for the period of contract. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the tender or if it is found that the photocopy paper supplied is not up to the mark.

The eligibility criteria and terms and conditions are given at Annexure II, III, IV and V of the tender documents

Yours faithfully

(N.P.Singh)
Section Officer (Purchase)

Mywork/tender/photocopypaper2012

ANNEXURE -I

Item. No.	Name of the Items	Approx. yearly requirement	Earnest Money (Rs.)	Performance Security (Rs.)
1.	Photocopier Paper A-4 size 75 GSM (ISI Mark)	5400 reams	15,000.00	35,000.00
2.	Photocopier Paper A-4 size 80 GSM (ISI Mark)	7400 reams	20,000.00	50,000.00
3.	Photocopier Paper A-3 size 75 GSM Xerox challenger brand	1200 reams	7,500.00	16,500.00
4.	Photocopier Paper A-4 size 75 GSM Xerox challenger brand	600 reams	2,000.00	4000.00

ANNEXURE – II

ELIGIBILITY CRITERIA AND TERMS AND CONDITIONS

1. Sealed quotations are invited for the supply of four kinds of photocopier paper as mentioned in Annexure-I of the tender document.
2. Quotations in a sealed cover super scribed “quotations for the supply of photocopier paper” may be sent to Director (Administration) latest by **1500 hrs, 5th July 2012** which will be opened on the same day at 1530 hrs, Room No. 406 Manakalya in the presence of tenderers or their duly authorized representatives. All quotations shall remain open for acceptance for a period for 60 days from the date of opening of quotations.
3. The tenderers are required to send their tender alongwith a Demand Draft of the amount, as mentioned in Annexure-I for each item separately, drawn in favour of “Bureau of Indian Standards” Payable at New Delhi as Earnest Money, which will be refundable to the unsuccessful tenderers on their written request. Name of the firm telephone number and name of the item may be written on the reverse of the Demand Draft. If the successful tenderer fails to supply the goods within the stipulated period as per the requirement of the BIS his earnest money will be forfeited.
4. The payment is normally made within 30 days from the date of submission of the bill after full supply is received and accepted as per approved sample/specification.
5. The delivery of the above items is required within 15 days of issue of the purchase order. In case of default, for non supply of goods within stipulated period a penalty of upto 5% of the value of the order can be imposed. The delivery of the material will be made at our Issue Store at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi 110 002. Incomplete quotations shall be liable to be rejected.
6. The rates quoted shall include all charges, such as, packing and forwarding, Freight insurance, octroi, etc.
7. If the rates quoted do not include VAT or any other **tax**, charges, the same should be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same shall be entertained later on.

8. All goods shall be received subject to approval on inspection. The decision of the inspecting officer shall be binding. Rejected items shall be removed by the supplier at his own cost and risk, within 10 days of issue of notice for the removal of such goods and no liability whatsoever, on the Bureau shall be attached for the rejected/disapproved goods items/stores.
9. The Bureau reserves the right of accepting the whole or any part of the quotation(s) or portion of the quantity offered and successful tenderer shall supply the same at the rate quoted.
10. The Bureau reserves the right to accept or reject summarily any or all quotations in whole or in part without assigning any reason whatsoever.
11. The Bureau takes no responsibility for delay, loss or non-receipt of quotation(s) after dispatch.
12. In case of non-compliance with the contract, the Bureau reserves the right to cancel/revoke the order.
13. In case of any dispute or differences, the same shall be settled by reference to arbitration by a sole arbitrator to be appointed by the Deputy Director General (Administration), Bureau of Indian Standards, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
14. In case of any dispute arising out of the business or interpretation of any clause of the document, the Court at Delhi alone shall have the jurisdiction to try and decide.
15. In case of goods supplied found to be of inferior quality or not according to the approved sample, BIS has the right to reject the goods.
16. Photocopy of vat (Value added Tax) registration certificate and Pan No. (self attested) will be submitted alongwith the quotation.
17. The bidder claiming exemption from earnest money should forward the proof alongwith their request.

18. If the tender opening date falls on Saturday, Sunday or Gazetted Holiday the tender will open on next working day.
19. Application not accompanied by requisite value DD/Banker Cheque towards earnest money shall not be considered for issue of tender.
20. This notice can also be seen at our web-site www.bis.org.in
21. The quoted rates shall be valid for 60 days from the date of opening of the quotation. No escalation in price would be permitted on any ground.
22. The quantity of supply may increase or decrease.
23. Quotation send through fax or e-mail will not be considered.
24. **Each page of the tender documents is required to be signed by the person or persons submitting the tender** in token of his/their having acquainted himself/themselves with the General Conditions of the contract as laid down. Any tender with any of the documents not so signed will be rejected. **Tenderers are required to submit their rates at Annexure – IV of the tender document.**
25. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
26. All erasures and alterations made while filling the tender must be attested by initials of the tenderer overwriting of figures is not permitted, failure to comply with either of these conditions will lead the tender void. No advice of any change in rule or conditions after the opening of the tender will be entertained.
27. The tenderer meeting the minimum eligibility criteria with the lowest bid price for each item separately shall be deemed as the successful bidder L-1. The successful bidder shall be required to sign an agreement. The draft agreement is given at Annexure V of the tender document.

(N.P.Singh)
Section Officer (Purchase)

ANNEXURE-III

PARTICULARS TO BE FURNISHED BY THE BIDDER:

1. Name of the Agency:
2. Address of the Agency:
3. Name of the Proprietor of the Agency
4. Telephone No. of the Agency & Proprietor:
5. Turnover of the Agency during three Financial Year Balance Sheet to be submitted
6. PAN ,TIN Number of the Agency:
7. Service Tax Registration No. :
8. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. It is also certified that the Agency is not black listed by an Government/ Department not any criminal case is registered/pending against the Agency/Firm or its owner/ partners anywhere in India. Further, it is certified that I/we have read and understood the terms and condition of the Tender Notice.

I/we give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the tender and agree to a bid by these terms and conditions.

Name and Signature of the Proprietor/Partner

Seal of the Firm/Agency

Dated:
Place:

ANNEXURE - IV

Item No.	Name of the Items	Brand	Rate per Ream (Rs.)	Vat	Any other tax	Other Charges	Total (Rs)
1.	Photocopier Paper A-4 size 75 GSM (ISI Mark)						
2.	Photocopier Paper A-4 size 80 GSM (ISI Mark)						
3.	Photocopier Paper A-3 size 75 GSM "Xerox challenger brand"	Xerox challenger					
4.	Photocopier Paper A-4 size 75 GSM "Xerox challenger brand"	Xerox challenger					

It is certified that the agency is not black listed by any Government/Deptt not any criminal case registered/pending against the agency/firm or its owner/partners anywhere in India further it is certified that I/we have read and understood the terms and conditions on the Tender Notice.

I/We give an undertaking and give unconditional and unequivocal acceptance of all terms and conditions of the tender and agreed to abide by these terms and conditions.

Name/Signature of the Proprietor/Partner
Seal of the Firm/Agency

ANNEXURE-V

BUREAU OF INDIAN STANDARDS NEW DELHI

CONTRACT AGREEMENT NO: PUR/3:13/2012

DATED

THIS AGREEMENT is made on between Bureau Of Indian Standards through **Director (Administration)** (hereinafter referred to as "BIS" which expression shall include his successors and assigns), and whose principal place of office is at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as "the Supplier") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing photocopy paper.

- I. **WHEREAS** BIS invited bids through open tender, vide Notice Inviting Tender No. dated for procuring photocopy paper under **Tender No.....**
- II. **AND WHEREAS** the Supplier submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the photocopy paper.
- III. **AND WHEREAS** BIS has selected **M/s**.....as the successful bidder ("the Supplier") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Supplier on for a total sum of Rs..... [Rupees..... Only].

IV. AND WHEREAS BIS desires that the Photocopy paper as per the requirement stipulated in the Tender document be provided by the Supplier.

V. AND WHEREAS the Supplier acknowledges that BIS shall enter into contracts with other Suppliers / parties for the providing photocopy paper for its office in cases the Supplier falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully agreed on between BIS and the Supplier as parties of competent capacity and equal standing.

VII. AND WHEREAS the Supplier has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing photocopy paper to BIS, failing which the Contract is liable to be terminated at any time, without assigning any reasons by BIS.

VIII. SUPPLY OF GOODS:

- (i) **AND WHEREAS** the delivery of the items mentioned in Annexure 'I' is required within 15 days of issue of the purchase order.
- (ii) **AND WHEREAS** in case of default, for non supply of goods within stipulated period a penalty of upto 5% of the value of the order can be imposed.
- (iii) **AND WHEREAS** the delivery of the material will be made at our Issue Section at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi 110 002.

IX. AND WHEREAS the payment is normally made within 30 days from the date of submission of the bill after full supply is received against the Purchase Order and accepted as per approved specification.

X. AND WHEREAS all goods shall be received subject to approval on inspection. Rejected paper shall be removed by the supplier at his own cost and risk, within 10 days of issue of notice for the removal of such goods and no liability whatsoever, on the Bureau shall be attached for the rejected/disapproved goods items/stores.

XI. **AND WHEREAS** the Bureau reserves the right to accept the whole or any part of the quotation(s) or portion of the quantity offered and successful tenderer shall supply the same at the rate quoted.

XII. **AND WHEREAS** if the supplier fails to supply the material after awarding of the contract, BIS shall be at liberty to forfeit his Performance Security.

XIII. **AND WHEREAS** in case of any dispute of differences, the same shall be settled by reference to Arbitration by a sole arbitrator to be appointed by the Deputy Director General (Administration), Bureau Of Indian Standards, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

XIV. **AND WHEREAS** in case of any dispute arising out of the business or interpretation of any clause of the document, the Court at Delhi alone shall have the jurisdiction to try and decide.

XV. **AND WHEREAS** in case of goods supplied found to be of inferior quality or not according to the approved sample, BIS has the right to reject the goods. No payment shall be made against such rejections.

XVI. **AND WHEREAS** the annual rate contract will be valid for one year from the date of award of contract.

XVII. **AND WHEREAS** the quantity of supply may vary.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

(Authorised Signatory)

(Authorised Signatory)

Signed on behalf of the Supplier

Signed on Behalf of
Bureau Of Indian Standards