

**GOVERNMENT OF INDIA STATIONERY OFFICE
MINISTRY OF HOUSING & URBAN AFFAIRS
3, CHURCH LANE, KOLKATA - 700001.**

Tender Notice No. I-11013/1/2017-18/C&P

Dated: 27.11.2017

e-TENDER NOTICE FOR ON-LINE BIDDING

Zonewise Notice Inviting Tenders (NIT) i.e. (i) Govt. of India Stationery Office, Kolkata, (ii) Regional Stationery Depot, New Delhi, (iii) Regional Stationery Depot, Chennai & (iv) Regional Stationery Depot, Mumbai for procurement of stationery articles including paper and paper made articles in the year 2017-18 will be floated in the Central Public Procurement (CPP) Portal w.e.f 27.11.2017. Interested bidders are requested to visit the CPP Portal <http://eprocure.gov.in> for details and participation in the e-bidding.

Sd/-
(B. DHAR)
ASSTT. CONTROLLER , STATIONERY (P)
FOR CONTROLLER OF STATIONERY
FOR AND ON BEHALF OF PRESIDENT OF INDIA

**GOVERNMENT OF INDIA STATIONERY OFFICE
3, CHURCH LANE, KOLKATA-700 001.**

e-mail: acpdhar@gmail.com

Fax No : 033-22437380

No. I-11013/1/2017-18/C and P/1

Dated: 27.11.2017

**e-TENDER NOTICE IN RESPECT OF RSD, KOLKATA
AND INSTRUCTIONS TO TENDERERS**

Online Tenders are hereby invited for supply of the store(s) detailed in Table below from the Tenderers registered as Small Scale Industries (SSI) from Indian manufacturing sector for the respective item(s):

Sl. No.	Tender Group No.	Vocab No.	Description of Stores	Estimated Requirements	Estimated Value of Stores (in Rs.)	Period of Supply of Inspected Stores to Consignee from the date of issuance of Acceptance of Tender	Document Download Start Date	Document Download End Date	Bid Submission Start Date	Bid Submission Closing Date	Technical Bid Opening Date
1	2	3	4	5	6	7	8	9	10	11	12
1	Compt./B-1(i)	CO01	Computer Stationery Size- 22.9 x 30.5, 80 GSM, 1 Ply, Blank Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	20,00,000 Sheets Blank	11,10,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO02	Computer Stationery Size- 22.9 x 30.5, 80 GSM, 1 Ply, EZR, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date Other parameters incorporated in the relevant BIS/ GISO specification.	10,00,000 Sheets EZ/R							

2	Compt./B-1(ii)	CO03	Computer Stationery Size- 22.9 x 30.5, 70 GSM, 2 Ply, Blank, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	10,00,000 Sheets Blank	16,60,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO04	Computer Stationery Size- 22.9 x 30.5, 70 GSM, 2 Ply, EZR Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	10,00,000 Sheets EZ/R							

3	Compt./B-1(iii)	CO09	Computer Stationery Size- 25.5 x 30.5, 80 GSM, 1 Ply, Blank, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	10,00,000 Sheets Blank	7,80,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO10	Computer Stationery Size-25.5 x 30.5, 80 GSM, 1 Ply, EZR, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	10,00,000 Sheets EZ/R							

4	Compt./B-1(iv)	CO11	Computer Stationery Size-25.5 x 30.5, 70 GSM, 2 Ply, Blank, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date Other parameters incorporated in the relevant BIS/ GISO specification.	15,00,000 Sheets Blank	21,75,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO12	Computer Stationery Size- 25.5 x 30.5, 70 GSM, 2 Ply, EZR, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	10,00,000 Sheets EZ/R							

5	SOK-2	BO43	Self Stick Pad Shall Contain 3 Strips each of 100 sheets Shall be of Assorted Colours (preferably fluorescent, light orange, light pink and light strawberry colour) Quality of paper shall conform to BIS specification IS:1848-2007(Reaffirmed-2012) as amended up to date. Other parameters incorporated in the relevant GISO specification.	10,000 Nos	3,10,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
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INSTRUCTIONS FOR TENDERERS

1. Items reserved for SSI manufacturing Units in the Table above:

Tender(s) for all item(s) mentioned in the table above will be accepted exclusively from the Tenderers registered as Small Scale Industries (SSI) from Indian manufacturing sector for the respective item(s) against uploading digitally signed copy of SSI Unit Registration Certificate with the Technical Bid, failing which the Tenderer will be technically disqualified in the Technical Bid.

2. Tender Documents:

The following Tender documents as available in the website of CPP Portal, i.e. <http://eprocure.gov.in>, have to be downloaded on and before "Document Download End Date" as shown in the Table above. The same after being duly filled up with the required information, signed & stamped has to be uploaded Digitally signed against each item by "Bid Submission Closing Date" as shown in the Table above, failing which the Tenderer will be technically disqualified in the Technical Bid.

- i) Pre-Contract Integrity Pact.
- ii) The Tenderer must fill up the Prescribed Form of letter addressed to the President of India (Through the Controller of Stationery) and sign the same digitally with date stating therein that Tenderer has understood and will abide by the "Instructions to the Tenderers", General conditions of Contract and Special conditions of contract covering Running Contract etc. The said letter must be digitally signed both by the Tenderer and witness with date. (Annexure-A).
- iii) Undertaking in respect of SSI Registration, NSIC Registration, Supply of Store within 90 (Ninety) days, Furnishing of Performance Security Deposit, e-mail & FAX Numbers for Communications and Place of inspection (Annexure-B).
- iv) Power of Attorney in Form prescribed (Annexure –I).
- v) Certificates regarding Excise Duty Reimbursement and Sales Tax Exemption (Annexure – II).
- vi) Undertaking with regard to compliance of Specification (Annexure – IV).
- vii) Undertaking for not being declared as Blacklisted/Banned/Debarred (Annexure –VI).
- viii) Check List.
- ix) Specification of stores.

3. Sales Tax Clearance Certificate (VAT/CST/GSTIN), PAN, Entry Tax & Trade License/Company Registration Certificate:

Copies of Sales Tax Clearance Certificate (VAT/CST/GSTIN), PAN and Trade License/Company Registration Certificate have to be uploaded digitally signed with the Technical Bid, failing which the Tenderer will be technically disqualified in the Technical Bid.

4. **BOQ:**

Prescribed BOQ has to be downloaded and after being duly filled in the relevant columns with specified units, has to be uploaded as **Price Bid** of each item. **In no case print-out of BOQ should be sent or uploaded, otherwise the tenderer will be technically disqualified in the Technical Bid.**

5. **Signing of Tender:**

Tenderers are hereby explicitly warned that individuals signing the Tender must specify as follows:-

- i) Whether signing as “SOLE PROPRIETOR” of the firm.
 - ii) Whether signing as a “REGISTERED ACTIVE PARTNER” of the firm.
 - iii) Whether signing for the firm, i.e. per procuracionem.
 - iv) In the case of Companies and Registered firms, signing as Secretary, Manager, Partner, Director etc., a copy of document under which such individual authorized to sign has to be uploaded with the Tender for “TECHNICAL BID” and the same should reach 24 (Twenty Four) hours before the date of opening of the “Tender for Technical Bid” to the Govt. of India Stationery Office, 3, Church Lane, Kolkata – 700001, failing which the Tenderer will be technically disqualified in the Technical Bid.
 - v) A person signing the Tender Form or any document forming part of the Contract on behalf of another or on behalf of a firm the Power of Attorney on Non Judicial stamp paper in the proforma Annexure-I is to be uploaded with the Tender for Technical Bid and the same should reach 24 (Twenty Four) hours before the date of opening of the “Tender for Technical Bid” to the Govt. of India Stationery Office, 3, Church Lane, Kolkata – 700001, failing which the Tenderer will be technically disqualified in the Technical Bid.
6. Any relationship or business connection that may exist between the Tenderer and any Official in the Stationery Department of Government of India, should be declared. If this information is found to have been suppressed, the contract, if any, entered into may be cancelled forthwith without notice and compensation and any security that may have been deposited, forfeited and credited to Government.
7. The submission of more than one Tender and under different names is prohibited. Should it at any time be discovered that this condition has been violated, all the Tenders submitted by the Tenderer would be rejected or contract(s) cancelled and the Earnest Money or Security deposit(s) forfeited to Government. This instruction applies not only to the tenders submitted against one Group but also to all Groups.

8. If any of the information furnished by the Tenderer is found to be not correct, the contract is liable to be terminated without notice and Performance Security (Security money) deposited is also liable to be forfeited to the Government and the Tenderer shall be debarred from participation in the tender in future and will be liable for cancellation of SSI/NSIC Registration.

9. The Purchaser will not pay separately for Transit Insurance and **the contract awarded Tenderer will be responsible till the entire stores contracted reach in good condition at destination.**

10. Acceptance of Tender:

Acceptance of a Tender will be communicated by an Acceptance Note through e-mail/FAX.

11. Performance Security:

On Acceptance of the Tender, a Tenderer has to deposit Performance Security at the rate of 5% (Five percent) of contract value within the period specified in the Acceptance of Tender in following forms:-

- (i) **FIXED DEPOSIT RECEIPT** from any of the commercial Banks duly assigned in favour of the Deputy Controller, Stationery (Admn) , Govt. of India Stationery Office, Kolkata, OR
- (ii) **BANK GUARANTEE** from any of the commercial Banks in the form prescribed/approved by the Deputy Controller of Stationery (Admn), Govt. of India Stationery Office, Kolkata provided that such Bank Guarantee will remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractors including warranty obligation.

N. B. a) Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of contractual obligations of the supplier including warranty obligations.

b) No claim shall lie against Government in respect of interest on Performance Security (Security Deposit) or depreciation.

c) If the Performance Security is not made as required within the specified time or such extended time as may be granted, it shall be lawful for the Govt. to cancel the contract or a portion thereof and the Tenderer shall be debarred from participation in the tender in future and will be liable for cancellation of SSI/NSIC Registration.

d) On due performance of the contract, the Performance Security Deposit will be returned to the Tenderer after verifying that no claims are due against the contract awarded Tenderer.

e) In the event of the Tenderer committing a breach of any of the terms or conditions of the contract, the Controller/Deputy Controller of Stationery (Admn.) shall have the right to forfeit the Performance Security Deposit in whole or in part.

12. Period of Supply of Stores:

Time is the essence of the contract. If the contract awarded Tenderer fails to complete supply of acceptable store(s) by the date(s) specified in the order(s), the contract awarded Tenderer shall be liable to action being taken by Government as stated in the General Conditions of Contract. Period of Supply of Inspected Stores to Consignee from the date of issuance of Acceptance of Tender is **90 days which includes the period for furnishing of valid Performance security deposit, required raw material collection, production time, inspection of stores and delivery of stores to respective consignee.** In case the contract awarded Tenderer fails to supply inspected stores within 90 from the date of issuance of Acceptance of Tender by this office, the contract awarded Tenderer may be allowed to extend the date of delivery with the approval of Competent authority for one month only imposing penalty @ 2% as Liquidity Damage (LD), Further no extension will be granted in any case. The LD amount will be recovered at the time of final payment.

13. Tenderers are specifically hereby warned that quality will be one of the chief deciding factors both in the matter of selecting tenders and in inspecting bulk supplies. Even if a small percentage of samples (manufactured strictly as per laid down specification) drawn at random in bulk supplies fails to conform to the relevant GISO/BIS Specification, the entire supply is liable to be rejected and no excuse whatsoever stating that manufacturing difficulties, raw materials etc. were responsible for deviation in quality will be entertained on any account. **NO DEVIATION FROM THE LAID DOWN SPECIFICATION WILL BE ALLOWED IN ANY CASE.**

14. Rejection of Tender

The President of India reserves to himself (a) the power of rejecting any Tender without assigning any reason whatsoever and does not bind himself to accept the lowest or any tender, (b) the right to accept any portion of the quantity offered unless the Tenderer expressly stipulates to the contrary in his/her Tender and the Tenderer shall supply the same at the rate quoted. The Tenderer is at liberty to tender for whole or any portion thereof.

15. Arbitration Clause:

In the event of any question, dispute, or difference arising under these conditions or any special conditions of contract or in connection with this Contract (except as to any matters the decision of which is specially provided for by these or the special conditions), the same shall be referred to a Sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law & Justice ("Law Secretary"). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a

submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The venue of Arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator will decide. The Arbitration proceedings will be conducted in English language.

16. General Terms And Condition:

Tenderers are requested to go through the “General Conditions of Contract” carefully as available with the tender documents uploaded at CPP Portal.

(Bishamber Dhar)
Asstt. Controller, Stationery (P)-I
For Controller of Stationery
For and on behalf of the President of India.

**GOVERNMENT OF INDIA STATIONERY OFFICE
3, CHURCH LANE, KOLKATA-700 001.**

e-mail: acpdhar@gmail.com

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No. I-11013/1/2017-18/C and P/2

Dated: 27.11.2017

**e-TENDER NOTICE IN RESPECT OF RSD, NEW DELHI
AND INSTRUCTIONS TO TENDERERS**

Online Tenders are hereby invited for supply of the store(s) detailed in Table below from the Tenderers registered as Small Scale Industries (SSI) from Indian manufacturing sector for the respective item(s):

Sl. No.	Tender Group No.	Vocab No.	Description of Stores	Estimated Requirements	Estimated Value of Stores (in Rs.)	Period of Supply of Inspected Stores to Consignee from the date of issuance of Acceptance of Tender	Document Download Start Date	Document Download End Date	Bid Submission Start Date	Bid Submission Closing Date	Technical Bid Opening Date
1	2	3	4	5	6	7	8	9	10	11	12
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		CO04	Computer Stationery Size- 22.9 x 30.5, 70 GSM, 2 Ply, EZR Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets EZ/R							

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		CO10	Computer Stationery Size-25.5 x 30.5, 80 GSM, 1 Ply, EZR, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	1,00,000 Sheets EZ/R							

4	Compt./B-1(iv)	CO11	Computer Stationery Size-25.5 x 30.5, 70 GSM, 2 Ply, Blank, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date Other parameters incorporated in the relevant BIS/ GISO specification.	3,00,000 Sheets Blank	4,25,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO12	Computer Stationery Size- 25.5 x 30.5, 70 GSM, 2 Ply, EZR, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets EZ/R							
5	SOK-2	BO43	Self Stick Pad Shall Contain 3 Strips each of 100 sheets Shall be of Assorted Colours (preferably fluorescent, light orange, light pink and light strawberry colour) Quality of paper shall conform to BIS specification IS:1848-2007(Reaffirmed-2012) as amended up to date. Other parameters incorporated in the relevant GISO specification.	20,000 Nos	6,70,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017

INSTRUCTIONS FOR TENDERERS

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- x) Pre-Contract Integrity Pact.
- xi) The Tenderer must fill up the Prescribed Form of letter addressed to the President of India (Through the Controller of Stationery) and sign the same digitally with date stating therein that Tenderer has understood and will abide by the "Instructions to the Tenderers", General conditions of Contract and Special conditions of contract covering Running Contract etc. The said letter must be digitally signed both by the Tenderer and witness with date. (Annexure-A).
- xii) Undertaking in respect of SSI Registration, NSIC Registration, Supply of Store within 90 (Ninety) days, Furnishing of Performance Security Deposit, e-mail & FAX Numbers for Communications and Place of inspection (Annexure-B).
- xiii) Power of Attorney in Form prescribed (Annexure –I).
- xiv) Certificates regarding Excise Duty Reimbursement and Sales Tax Exemption (Annexure – II).
- xv) Undertaking with regard to compliance of Specification (Annexure – IV).
- xvi) Undertaking for not being declared as Blacklisted/Banned/Debarred (Annexure –VI).
- xvii) Check List.
- xviii) Specification of stores.

3. Sales Tax Clearance Certificate (VAT/CST/GSTIN), PAN, Entry Tax & Trade License/Company Registration Certificate:

Copies of Sales Tax Clearance Certificate (VAT/CST/GSTIN), PAN and Trade License/Company Registration Certificate have to be uploaded digitally signed with the Technical Bid, failing which the Tenderer will be technically disqualified in the Technical Bid.

4. **BOQ:**

Prescribed BOQ has to be downloaded and after being duly filled in the relevant columns with specified units, has to be uploaded as **Price Bid** of each item. **In no case print-out of BOQ should be sent or uploaded, otherwise the tenderer will be technically disqualified in the Technical Bid.**

5. **Signing of Tender:**

Tenderers are hereby explicitly warned that individuals signing the Tender must specify as follows:-

- i) Whether signing as “SOLE PROPRIETOR” of the firm.
 - vi) Whether signing as a “REGISTERED ACTIVE PARTNER” of the firm.
 - vii) Whether signing for the firm, i.e. per procuracionem.
 - viii) In the case of Companies and Registered firms, signing as Secretary, Manager, Partner, Director etc., a copy of document under which such individual authorized to sign has to be uploaded with the Tender for “TECHNICAL BID” and the same should reach 24 (Twenty Four) hours before the date of opening of the “Tender for Technical Bid” to the Govt. of India Stationery Office, 3, Church Lane, Kolkata – 700001, failing which the Tenderer will be technically disqualified in the Technical Bid.
 - ix) A person signing the Tender Form or any document forming part of the Contract on behalf of another or on behalf of a firm the Power of Attorney on Non Judicial stamp paper in the proforma Annexure-I is to be uploaded with the Tender for Technical Bid and the same should reach 24 (Twenty Four) hours before the date of opening of the “Tender for Technical Bid” to the Govt. of India Stationery Office, 3, Church Lane, Kolkata – 700001, failing which the Tenderer will be technically disqualified in the Technical Bid.
6. Any relationship or business connection that may exist between the Tenderer and any Official in the Stationery Department of Government of India, should be declared. If this information is found to have been suppressed, the contract, if any, entered into may be cancelled forthwith without notice and compensation and any security that may have been deposited, forfeited and credited to Government.
7. The submission of more than one Tender and under different names is prohibited. Should it at any time be discovered that this condition has been violated, all the Tenders submitted by the Tenderer would be rejected or contract(s) cancelled and the Earnest Money or Security deposit(s) forfeited to Government. This instruction applies not only to the tenders submitted against one Group but also to all Groups.
8. If any of the information furnished by the Tenderer is found to be not correct, the contract is liable to be terminated without notice and Performance Security (Security money) deposited is also liable to be forfeited to the Government and the Tenderer shall be debarred from participation in the tender in future and will be liable for cancellation of SSI/NSIC Registration.

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11. Performance Security:

On Acceptance of the Tender, a Tenderer has to deposit Performance Security at the rate of 5% (Five percent) of contract value within the period specified in the Acceptance of Tender in following forms:-

(iii) **FIXED DEPOSIT RECEIPT** from any of the commercial Banks duly assigned in favour of the Deputy Controller, Stationery (Admn) , Govt. of India Stationery Office, Kolkata, OR

(iv) **BANK GUARANTEE** from any of the commercial Banks in the form prescribed/approved by the Deputy Controller of Stationery (Admn), Govt. of India Stationery Office, Kolkata provided that such Bank Guarantee will remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractors including warranty obligation.

N. B. a) Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of contractual obligations of the supplier including warranty obligations.

b) No claim shall lie against Government in respect of interest on Performance Security (Security Deposit) or depreciation.

c) If the Performance Security is not made as required within the specified time or such extended time as may be granted, it shall be lawful for the Govt. to cancel the contract or a portion thereof and the Tenderer shall be debarred from participation in the tender in future and will be liable for cancellation of SSI/NSIC Registration.

d) On due performance of the contract, the Performance Security Deposit will be returned to the Tenderer after verifying that no claims are due against the contract awarded Tenderer.

e) In the event of the Tenderer committing a breach of any of the terms or conditions of the contract, the Controller/Deputy Controller of Stationery (Admn.) shall have the right to forfeit the Performance Security Deposit in whole or in part.

12. Period of Supply of Stores:

Time is the essence of the contract. If the contract awarded Tenderer fails to complete supply of acceptable store(s) by the date(s) specified in the order(s), the contract awarded Tenderer shall be liable to action being taken by Government as stated in the General Conditions of Contract. Period of Supply of Inspected Stores to Consignee from the date of issuance of Acceptance of Tender is **90 days which includes the period for furnishing of valid Performance security deposit, required raw material collection, production time, inspection of stores and delivery of stores to respective consignee.** In case the contract awarded Tenderer fails to supply inspected stores within 90 from the date of issuance of Acceptance of Tender by this office, the contract awarded Tenderer may be allowed to extend the date of delivery with the approval of Competent authority for one month only imposing penalty @ 2% as Liquidity Damage (LD), Further no extension will be granted in any case. The LD amount will be recovered at the time of final payment.

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14. Rejection of Tender

The President of India reserves to himself (a) the power of rejecting any Tender without assigning any reason whatsoever and does not bind himself to accept the lowest or any tender, (b) the right to accept any portion of the quantity offered unless the Tenderer expressly stipulates to the contrary in his/her Tender and the Tenderer shall supply the same at the rate quoted. The Tenderer is at liberty to tender for whole or any portion thereof.

15. Arbitration Clause:

In the event of any question, dispute, or difference arising under these conditions or any special conditions of contract or in connection with this Contract (except as to any matters the decision of which is specially provided for by these or the special conditions), the same shall be referred to a Sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law & Justice ("Law Secretary"). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The venue of Arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator will decide. The Arbitration proceedings will be conducted in English language.

16. General Terms And Condition:

Tenderers are requested to go through the “General Conditions of Contract” carefully as available with the tender documents uploaded at CPP Portal.

(Bishamber Dhar)
Asstt.Controller, Stationery (P)-I
For Controller of Stationery
For and on behalf of the President of India.

**GOVERNMENT OF INDIA STATIONERY OFFICE
3, CHURCH LANE, KOLKATA-700 001.**

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AND INSTRUCTIONS TO TENDERERS**

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Sl. No.	Tender Group No.	Vocab No.	Description of Stores	Estimated Requirements	Estimated Value of Stores (in Rs.)	Period of Supply of Inspected Stores to Consignee from the date of issuance of Acceptance of Tender	Document Download Start Date	Document Download End Date	Bid Submission Start Date	Bid Submission Closing Date	Technical Bid Opening Date
1	2	3	4	5	6	7	8	9	10	11	12
1	Compt./B-1(i)	CO01	Computer Stationery Size- 22.9 x 30.5, 80 GSM, 1 Ply, Blank Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	4,00,000 Sheets Blank	2,28,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO02	Computer Stationery Size- 22.9 x 30.5, 80 GSM, 1 Ply, EZR, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets EZ/R							

2	Compt./B-1(ii)	CO03	Computer Stationery Size- 22.9 x 30.5, 70 GSM, 2 Ply, Blank, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets Blank	3,44,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO04	Computer Stationery Size- 22.9 x 30.5, 70 GSM, 2 Ply, EZR Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets EZ/R							

3	Compt./B-1(iii)	CO09	Computer Stationery Size- 25.5 x 30.5, 80 GSM, 1 Ply, Blank, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	3,00,000 Sheets Blank	2,00,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO10	Computer Stationery Size-25.5 x 30.5, 80 GSM, 1 Ply, EZR, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets EZ/R							

4	Compt./B-1(iv)	CO11	Computer Stationery Size-25.5 x 30.5, 70 GSM, 2 Ply, Blank, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets Blank	2,70,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO12	Computer Stationery Size- 25.5 x 30.5, 70 GSM, 2 Ply, EZR, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	1,00,000 Sheets EZ/R							

5	Xer-3	CO35	Plain Copier Paper Size- 21.5 x 34.5 Cms., Ream Weight: 2.8 Kg., 75 GSM with mark. Quality of Paper shall conform to IS:14490-1997(Reaffirmed 2005) as amended up to date Other parameters incorporated in the relevant BIS/ GISO specification.	10,000 Reams	19,42,500	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
6.	SOK-2	BO43	Self Stick Pad Shall Contain 3 Strips each of 100 sheets Shall be of Assorted Colours (preferably fluorescent, light orange, light pink and light strawberry colour) Quality of paper shall conform to BIS specification IS:1848-2007(Reaffirmed-2012) as amended up to date. Other parameters incorporated in the relevant GISO specification.	15,000 Nos	5,02,500	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017

INSTRUCTIONS FOR TENDERERS

1. Items reserved for SSI manufacturing Units in the Table above:

Tender(s) for all item(s) mentioned in the table above will be accepted exclusively from the Tenderers registered as Small Scale Industries (SSI) from Indian manufacturing sector for the respective item(s) against uploading digitally signed copy of SSI Unit Registration Certificate with the Technical Bid, failing which the Tenderer will be technically disqualified in the Technical Bid.

2. Tender Documents:

The following Tender documents as available in the website of CPP Portal, i.e. <http://eprocure.gov.in>, have to be downloaded on and before "Document Download End Date" as shown in the Table above. The same after being duly filled up with the required information, signed & stamped has to be uploaded Digitally signed against each item by "Bid Submission Closing Date" as shown in the Table above, failing which the Tenderer will be technically disqualified in the Technical Bid.

xix) Pre-Contract Integrity Pact.

xx) The Tenderer must fill up the Prescribed Form of letter addressed to the President of India (Through the Controller of Stationery) and sign the same digitally with date stating therein that Tenderer has understood and will abide by the "Instructions to the Tenderers", General conditions of Contract and Special conditions of contract covering Running Contract etc. The said letter must be digitally signed both by the Tenderer and witness with date. (Annexure-A).

xxi) Undertaking in respect of SSI Registration, NSIC Registration, Supply of Store within 90 (Ninety) days, Furnishing of Performance Security Deposit, e-mail & FAX Numbers for Communications and Place of inspection (Annexure-B).

xxii) Power of Attorney in Form prescribed (Annexure –I).

xxiii) Certificates regarding Excise Duty Reimbursement and Sales Tax Exemption (Annexure – II).

xxiv) Undertaking with regard to compliance of Specification (Annexure – IV).

xxv) Undertaking for not being declared as Blacklisted/Banned/Debarred (Annexure –VI).

xxvi) Check List.

xxvii) Specification of stores.

3. Sales Tax Clearance Certificate (VAT/CST/GSTIN), PAN, Entry Tax & Trade License/Company Registration Certificate:

Copies of Sales Tax Clearance Certificate (VAT/CST/GSTIN), PAN and Trade License/Company Registration Certificate have to be uploaded digitally signed with the Technical Bid, failing which the Tenderer will be technically disqualified in the Technical Bid.

4. BOQ:

Prescribed BOQ has to be downloaded and after being duly filled in the relevant columns with specified units, has to be uploaded as **Price Bid** of each item. **In no case print-out of BOQ should be sent or uploaded, otherwise the tenderer will be technically disqualified in the Technical Bid.**

5. Signing of Tender:

Tenderers are hereby explicitly warned that individuals signing the Tender must specify as follows:-

- i) Whether signing as “SOLE PROPRIETOR” of the firm.
 - x) Whether signing as a “REGISTERED ACTIVE PARTNER” of the firm.
 - xi) Whether signing for the firm, i.e. per procuracionem.
 - xii) In the case of Companies and Registered firms, signing as Secretary, Manager, Partner, Director etc., a copy of document under which such individual authorized to sign has to be uploaded with the Tender for “TECHNICAL BID” and the same should reach 24 (Twenty Four) hours before the date of opening of the “Tender for Technical Bid” to the Govt. of India Stationery Office, 3, Church Lane, Kolkata – 700001, failing which the Tenderer will be technically disqualified in the Technical Bid.
 - xiii) A person signing the Tender Form or any document forming part of the Contract on behalf of another or on behalf of a firm the Power of Attorney on Non Judicial stamp paper in the proforma Annexure-I is to be uploaded with the Tender for Technical Bid and the same should reach 24 (Twenty Four) hours before the date of opening of the “Tender for Technical Bid” to the Govt. of India Stationery Office, 3, Church Lane, Kolkata – 700001, failing which the Tenderer will be technically disqualified in the Technical Bid.
- 6.** Any relationship or business connection that may exist between the Tenderer and any Official in the Stationery Department of Government of India, should be declared. If this information is found to have been suppressed, the contract, if any, entered into may be cancelled forthwith without notice and compensation and any security that may have been deposited, forfeited and credited to Government.

7. The submission of more than one Tender and under different names is prohibited. Should it at any time be discovered that this condition has been violated, all the Tenders submitted by the Tenderer would be rejected or contract(s) cancelled and the Earnest Money or Security deposit(s) forfeited to Government. This instruction applies not only to the tenders submitted against one Group but also to all Groups.
8. If any of the information furnished by the Tenderer is found to be not correct, the contract is liable to be terminated without notice and Performance Security (Security money) deposited is also liable to be forfeited to the Government and the Tenderer shall be debarred from participation in the tender in future and will be liable for cancellation of SSI/NSIC Registration.
9. The Purchaser will not pay separately for Transit Insurance and **the contract awarded Tenderer will be responsible till the entire stores contracted reach in good condition at destination.**

10. Acceptance of Tender:

Acceptance of a Tender will be communicated by an Acceptance Note through e-mail/FAX.

11. Performance Security:

On Acceptance of the Tender, a Tenderer has to deposit Performance Security at the rate of 5% (Five percent) of contract value within the period specified in the Acceptance of Tender in following forms:-

- (v) **FIXED DEPOSIT RECEIPT** from any of the commercial Banks duly assigned in favour of the Deputy Controller, Stationery (Admn) , Govt. of India Stationery Office, Kolkata, OR
- (vi) **BANK GUARANTEE** from any of the commercial Banks in the form prescribed/approved by the Deputy Controller of Stationery (Admn), Govt. of India Stationery Office, Kolkata provided that such Bank Guarantee will remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractors including warranty obligation.

N. B. a) Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of contractual obligations of the supplier including warranty obligations.

b) No claim shall lie against Government in respect of interest on Performance Security (Security Deposit) or depreciation.

c) If the Performance Security is not made as required within the specified time or such extended time as may be granted, it shall be lawful for the Govt. to cancel the contract or a portion thereof and the Tenderer shall be debarred from participation in the tender in future and will be liable for cancellation of SSI/NSIC Registration.

d) On due performance of the contract, the Performance Security Deposit will be returned to the Tenderer after verifying that no claims are due against the contract awarded Tenderer.

e) In the event of the Tenderer committing a breach of any of the terms or conditions of the contract, the Controller/Deputy Controller of Stationery (Admn.) shall have the right to forfeit the Performance Security Deposit in whole or in part.

12. Period of Supply of Stores:

Time is the essence of the contract. If the contract awarded Tenderer fails to complete supply of acceptable store(s) by the date(s) specified in the order(s), the contract awarded Tenderer shall be liable to action being taken by Government as stated in the General Conditions of Contract. Period of Supply of Inspected Stores to Consignee from the date of issuance of Acceptance of Tender is **90 days which includes the period for furnishing of valid Performance security deposit, required raw material collection, production time, inspection of stores and delivery of stores to respective consignee.** In case the contract awarded Tenderer fails to supply inspected stores within 90 from the date of issuance of Acceptance of Tender by this office, the contract awarded Tenderer may be allowed to extend the date of delivery with the approval of Competent authority for one month only imposing penalty @ 2% as Liquidity Damage (LD), Further no extension will be granted in any case. The LD amount will be recovered at the time of final payment.

13. Tenderers are specifically hereby warned that quality will be one of the chief deciding factors both in the matter of selecting tenders and in inspecting bulk supplies. Even if a small percentage of samples (manufactured strictly as per laid down specification) drawn at random in bulk supplies fails to conform to the relevant GISO/BIS Specification, the entire supply is liable to be rejected and no excuse whatsoever stating that manufacturing difficulties, raw materials etc. were responsible for deviation in quality will be entertained on any account. **NO DEVIATION FROM THE LAID DOWN SPECIFICATION WILL BE ALLOWED IN ANY CASE.**

14. Rejection of Tender

The President of India reserves to himself (a) the power of rejecting any Tender without assigning any reason whatsoever and does not bind himself to accept the lowest or any tender, (b) the right to accept any portion of the quantity offered unless the Tenderer expressly stipulates to the contrary in his/her Tender and the Tenderer shall supply the same at the rate quoted. The Tenderer is at liberty to tender for whole or any portion thereof.

15. Arbitration Clause:

In the event of any question, dispute, or difference arising under these conditions or any special conditions of contract or in connection with this Contract (except as to any matters the decision of which is specially provided for by these or the special conditions), the same shall be referred to a Sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law & Justice ("Law Secretary"). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a

submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The venue of Arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator will decide. The Arbitration proceedings will be conducted in English language.

16. General Terms And Condition:

Tenderers are requested to go through the “General Conditions of Contract” carefully as available with the tender documents uploaded at CPP Portal.

(Bishamber Dhar)
Asstt. Controller, Stationery (P)-I
For Controller of Stationery
For and on behalf of the President of India.

**GOVERNMENT OF INDIA STATIONERY OFFICE
3, CHURCH LANE, KOLKATA-700 001.**

e-mail: acpdhar@gmail.com

Fax No : 033-22437380

No. I-11013/1/2017-18/C and P/4

Dated: 27.11.2017

**e-TENDER NOTICE IN RESPECT OF RSD, MUMBAI
AND INSTRUCTIONS TO TENDERERS**

Online Tenders are hereby invited for supply of the store(s) detailed in Table below from the Tenderers registered as Small Scale Industries (SSI) from Indian manufacturing sector for the respective item(s):

Sl. No.	Tender Group No.	Vocab No.	Description of Stores	Estimated Requirements	Estimated Value of Stores (in Rs.)	Period of Supply of Inspected Stores to Consignee from the date of issuance of Acceptance of Tender	Document Download Start Date	Document Download End Date	Bid Submission Start Date	Bid Submission Closing Date	Technical Bid Opening Date
1	2	3	4	5	6	7	8	9	10	11	12
1	Compt./B-1(i)	CO01	Computer Stationery Size- 22.9 x 30.5, 80 GSM, 1 Ply, Blank Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	1,00,000 Sheets Blank	76,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO02	Computer Stationery Size- 22.9 x 30.5, 80 GSM, 1 Ply, EZR, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date Other parameters incorporated in the relevant BIS/ GISO specification.	1,00,000 Sheets EZ/R							

2	Compt./B-1(ii)	CO03	Computer Stationery Size- 22.9 x 30.5, 70 GSM, 2 Ply, Blank, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	1,00,000 Sheets Blank	1,70,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO04	Computer Stationery Size- 22.9 x 30.5, 70 GSM, 2 Ply, EZR Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	1,00,000 Sheets EZ/R							

3	Compt./B-1(iii)	CO09	Computer Stationery Size- 25.5 x 30.5, 80 GSM, 1 Ply, Blank, Quality of Paper shall conform to IS:12766-1997(Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets Blank	1,60,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO10	Computer Stationery Size-25.5 x 30.5, 80 GSM, 1 Ply, EZR, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	2,00,000 Sheets EZ/R							

4	Compt./B-1(iv)	CO11	Computer Stationery Size-25.5 x 30.5, 70 GSM, 2 Ply, Blank, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date Other parameters incorporated in the relevant BIS/ GISO specification.	4,00,000 Sheets Blank	6,30,000	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017
		CO12	Computer Stationery Size- 25.5 x 30.5, 70 GSM, 2 Ply, EZR, Quality of Paper shall conform to IS:12766-1997 (Reaffirmed 2002) as amended up to date. Other parameters incorporated in the relevant BIS/ GISO specification.	3,00,000 Sheets EZ/R							
5	SOK-2	BO43	Self Stick Pad Shall Contain 3 Strips each of 100 sheets Shall be of Assorted Colours (preferably fluorescent, light orange, light pink and light strawberry colour) Quality of paper shall conform to BIS specification IS:1848-2007(Reaffirmed-2012) as amended up to date. Other parameters incorporated in the relevant GISO specification.	15,000 Nos	5,02,500	90 days	27.11.2017	18.12.2017	27.11.2017	18.12.2017	19.12.2017

INSTRUCTIONS FOR TENDERERS

1. Items reserved for SSI manufacturing Units in the Table above:

Tender(s) for all item(s) mentioned in the table above will be accepted exclusively from the Tenderers registered as Small Scale Industries (SSI) from Indian manufacturing sector for the respective item(s) against uploading digitally signed copy of SSI Unit Registration Certificate with the Technical Bid, failing which the Tenderer will be technically disqualified in the Technical Bid.

2. **Tender Documents:**

The following Tender documents as available in the website of CPP Portal, i.e. <http://eprocure.gov.in>, have to be downloaded on and before "Document Download End Date" as shown in the Table above. The same after being duly filled up with the required information, signed & stamped has to be uploaded Digitally signed against each item by "Bid Submission Closing Date" as shown in the Table above, failing which the Tenderer will be technically disqualified in the Technical Bid.

xxviii) Pre-Contract Integrity Pact.

xxix) The Tenderer must fill up the Prescribed Form of letter addressed to the President of India (Through the Controller of Stationery) and sign the same digitally with date stating therein that Tenderer has understood and will abide by the "Instructions to the Tenderers", General conditions of Contract and Special conditions of contract covering Running Contract etc. The said letter must be digitally signed both by the Tenderer and witness with date. (Annexure-A).

xxx) Undertaking in respect of SSI Registration, NSIC Registration, Supply of Store within 90 (Ninety) days, Furnishing of Performance Security Deposit, e-mail & FAX Numbers for Communications and Place of inspection (Annexure-B).

xxxi) Power of Attorney in Form prescribed (Annexure –I).

xxxii) Certificates regarding Excise Duty Reimbursement and Sales Tax Exemption (Annexure – II).

xxxiii) Undertaking with regard to compliance of Specification (Annexure – IV).

xxxiv) Undertaking for not being declared as Blacklisted/Banned/Debarred (Annexure –VI).

xxxv) Check List.

xxxvi) Specification of stores.

3. **Sales Tax Clearance Certificate (VAT/CST/GSTIN), PAN, Entry Tax & Trade License/Company Registration Certificate:**

Copies of Sales Tax Clearance Certificate (VAT/CST/GSTIN), PAN and Trade License/Company Registration Certificate have to be uploaded digitally signed with the Technical Bid, failing which the Tenderer will be technically disqualified in the Technical Bid.

4. BOQ:

Prescribed BOQ has to be downloaded and after being duly filled in the relevant columns with specified units, has to be uploaded as **Price Bid** of each item. **In no case print-out of BOQ should be sent or uploaded, otherwise the tenderer will be technically disqualified in the Technical Bid.**

5. Signing of Tender:

Tenderers are hereby explicitly warned that individuals signing the Tender must specify as follows:-

- i) Whether signing as “SOLE PROPRIETOR” of the firm.
 - xiv) Whether signing as a “REGISTERED ACTIVE PARTNER” of the firm.
 - xv) Whether signing for the firm, i.e. per procuracionem.
 - xvi) In the case of Companies and Registered firms, signing as Secretary, Manager, Partner, Director etc., a copy of document under which such individual authorized to sign has to be uploaded with the Tender for “TECHNICAL BID” and the same should reach 24 (Twenty Four) hours before the date of opening of the “Tender for Technical Bid” to the Govt. of India Stationery Office, 3, Church Lane, Kolkata – 700001, failing which the Tenderer will be technically disqualified in the Technical Bid.
 - xvii) A person signing the Tender Form or any document forming part of the Contract on behalf of another or on behalf of a firm the Power of Attorney on Non Judicial stamp paper in the proforma Annexure-I is to be uploaded with the Tender for Technical Bid and the same should reach 24 (Twenty Four) hours before the date of opening of the “Tender for Technical Bid” to the Govt. of India Stationery Office, 3, Church Lane, Kolkata – 700001, failing which the Tenderer will be technically disqualified in the Technical Bid.
6. Any relationship or business connection that may exist between the Tenderer and any Official in the Stationery Department of Government of India, should be declared. If this information is found to have been suppressed, the contract, if any, entered into may be cancelled forthwith without notice and compensation and any security that may have been deposited, forfeited and credited to Government.
7. The submission of more than one Tender and under different names is prohibited. Should it at any time be discovered that this condition has been violated, all the Tenders submitted by the Tenderer would be rejected or contract(s) cancelled and the Earnest Money or Security deposit(s) forfeited to Government. This instruction applies not only to the tenders submitted against one Group but also to all Groups.
8. If any of the information furnished by the Tenderer is found to be not correct, the contract is liable to be terminated without notice and Performance Security (Security money) deposited is also liable to be forfeited to the Government and the Tenderer shall be debarred from participation in the tender in future and will be liable for cancellation of SSI/NSIC Registration.

9. The Purchaser will not pay separately for Transit Insurance and **the contract awarded Tenderer will be responsible till the entire stores contracted reach in good condition at destination.**

10. Acceptance of Tender:

Acceptance of a Tender will be communicated by an Acceptance Note through e-mail/FAX.

11. Performance Security:

On Acceptance of the Tender, a Tenderer has to deposit Performance Security at the rate of 5% (Five percent) of contract value within the period specified in the Acceptance of Tender in following forms:-

(vii) **FIXED DEPOSIT RECEIPT** from any of the commercial Banks duly assigned in favour of the Deputy Controller, Stationery (Admn) , Govt. of India Stationery Office, Kolkata, OR

(viii) **BANK GUARANTEE** from any of the commercial Banks in the form prescribed/approved by the Deputy Controller of Stationery (Admn), Govt. of India Stationery Office, Kolkata provided that such Bank Guarantee will remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractors including warranty obligation.

N. B. a) Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of contractual obligations of the supplier including warranty obligations.

b) No claim shall lie against Government in respect of interest on Performance Security (Security Deposit) or depreciation.

c) If the Performance Security is not made as required within the specified time or such extended time as may be granted, it shall be lawful for the Govt. to cancel the contract or a portion thereof and the Tenderer shall be debarred from participation in the tender in future and will be liable for cancellation of SSI/NSIC Registration.

d) On due performance of the contract, the Performance Security Deposit will be returned to the Tenderer after verifying that no claims are due against the contract awarded Tenderer.

e) In the event of the Tenderer committing a breach of any of the terms or conditions of the contract, the Controller/Deputy Controller of Stationery (Admn.) shall have the right to forfeit the Performance Security Deposit in whole or in part.

12. Period of Supply of Stores:

Time is the essence of the contract. If the contract awarded Tenderer fails to complete supply of acceptable store(s) by the date(s) specified in the order(s), the contract awarded Tenderer shall be liable to action being taken by Government as stated in the General Conditions of Contract. Period of Supply of Inspected Stores to Consignee from the date of issuance of Acceptance of Tender is **90 days which includes the period for furnishing of valid Performance security deposit, required raw material collection, production time, inspection of stores and delivery of stores to respective consignee.** In case the contract awarded Tenderer fails to supply inspected stores within 90 from the date of issuance of Acceptance of Tender by this office, the contract awarded Tenderer may be allowed to extend the date of delivery with the approval of Competent authority for one month only imposing penalty @ 2% as Liquidity Damage (LD), Further no extension will be granted in any case. The LD amount will be recovered at the time of final payment.

13. Tenderers are specifically hereby warned that quality will be one of the chief deciding factors both in the matter of selecting tenders and in inspecting bulk supplies. Even if a small percentage of samples (manufactured strictly as per laid down specification) drawn at random in bulk supplies fails to conform to the relevant GISO/BIS Specification, the entire supply is liable to be rejected and no excuse whatsoever stating that manufacturing difficulties, raw materials etc. were responsible for deviation in quality will be entertained on any account. **NO DEVIATION FROM THE LAID DOWN SPECIFICATION WILL BE ALLOWED IN ANY CASE.**

14. Rejection of Tender

The President of India reserves to himself (a) the power of rejecting any Tender without assigning any reason whatsoever and does not bind himself to accept the lowest or any tender, (b) the right to accept any portion of the quantity offered unless the Tenderer expressly stipulates to the contrary in his/her Tender and the Tenderer shall supply the same at the rate quoted. The Tenderer is at liberty to tender for whole or any portion thereof.

15. Arbitration Clause:

In the event of any question, dispute, or difference arising under these conditions or any special conditions of contract or in connection with this Contract (except as to any matters the decision of which is specially provided for by these or the special conditions), the same shall be referred to a Sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law & Justice ("Law Secretary"). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The venue of Arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator will decide. The Arbitration proceedings will be conducted in English language.

16. General Terms And Condition:

Tenderers are requested to go through the “General Conditions of Contract” carefully as available with the tender documents uploaded at CPP Portal.

(Bishamber Dhar)
Asstt.Controller, Stationery (P)-I
For Controller of Stationery
For and on behalf of the President of India.