



INDIAN ACADEMY OF SCIENCES

**P.B. No. 8005, C V Raman Avenue, Sadashivanagar,
Bengaluru - 560 080**

Phone: 080- 2266 1208, Fax: 080- 2361 6094, Website: www.ias.ac.in/office/tendernotices.htm

**Open Tender for the Supply of
Printing & Photocopier Paper**

TENDER No: IAS/2015-16

BID DOCUMENT

PRICE OF BID DOCUMENT Rs. 250/-

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SECTION-I

NOTICE INVITING TENDER

Dated: 15-05-2015

Office of Issue : Indian Academy of Sciences,
C V Raman Avenue,
Sadashivanagar,
Bengaluru 560 080.

Tender No. : IAS/2015-16

Tender Forms Available From : The Purchase-In-charge,
Indian Academy of Sciences,
C V Raman Avenue,
Sadashivanagar,
Bengaluru 560 080.
or
From the website:
www.ias.ac.in/office/tendernotices.html
(Payment of Rs.250/- be made through a DD drawn in
the name of "Indian Academy of Sciences" and be
submitted with tender)

C A L A N D E R O F E V E N T S

Date of issue of bid document	15-05-2015
Due date and Time for Receipt of Tender	Up to 26-05-2015, Time 01:00 PM
Date and Time of opening of Technical bid	26-05-2015, Time 03:30 PM
Date and Time of opening of Financial bid	26-05-2015, Time 04:00 PM
Cost of Bid Document	Rs. 250/- only (Non-refundable)
Earnest Money Deposit (EMD)	Rs. 25,000/-

Sealed tenders under *two cover bid system* i.e. “**Technical & Commercial Bid**” & “**Financial Bid**” are invited from reputed manufacturers / distributors / dealers / firms for the supply of white Printing & Photocopier papers as per the technical specifications shown in **Annexure-I**. The Technical & Commercial bid & the Price Bid should be sealed by the bidder in separate covers duly superscribed and both of these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. Estimated requirement of paper in the financial year 2015-16 is as per **Annexure-I**. But, the quantities will be procured in a few phases for supplying to the presses as per our Purchase Order. Suppliers shall deliver the required quantity of printing paper to four different printing presses situated at different locations in and around Bengaluru city.

Bidders shall have to deposit a bid security/EMD of Rs. 25,000/- (Rs. Twenty Five thousand only) in the form of a Demand Draft of any scheduled bank at Bengaluru in favour of " The Indian Academy of Sciences, Bangalore" with the bid. Intending eligible bidders can obtain a copy of bid document with an application from The Purchase In-charge, Indian Academy of Sciences, C V Raman Avenue, Sadashivanagar, Bengaluru 560 080 either on payment of Rs. 250/- (Rs. Two Hundred and fifty only) in cash or in the form of crossed Demand Draft/ Banker's Cheque for Rs.250/- from any scheduled Bank in Bengaluru drawn in favour of "**Indian Academy of Sciences, Bangalore**".

If the bidding firm has downloaded the tender documents from the website www.ias.ac.in/office/tendernotices.html. They must ensure that requisite tender document fee/ cost is enclosed in the form of Account Payee Demand Draft from a scheduled bank in favour of “Indian Academy of Sciences, Bangalore” with their tender, failing which the tender will be treated as incomplete and liable for rejection.

Sd/-

Competent Authority
Indian Academy of Sciences
CV Raman Avenue, Sadashivanagar
Bengaluru 560 080
Tel: 080 2266 1208

SECTION – II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) "The Purchaser" means the Indian Academy of Sciences, Bangalore
- b) "The Bidder" means an individual or firm who participates in this tender and submits its bid.
- c) "The Supplier" means the individual or firm supplying the goods under the approved contract.
- d) "The Goods" means all the materials mentioned in **Annexure I**, which the Supplier is required to supply to the Purchaser under the approved contract.
- e) "The Advance Purchase Order (APO)" means the intention of Purchaser to place the Purchase Order on the bidder.
- f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- h) "Validation" is a process through which the goods are tested to ascertain whether the supplied goods are as per the specification mentioned in **Annexure 'I'**.

2. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS:

3. BID DOCUMENTS:

- 3.1 The goods required, bidding procedures and contract terms are described in the Bid Document.

The Bid Documents include:

- (a) Notice Inviting Tender
- (b) Instructions to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Special Conditions of Contract
- (e) Specifications of the goods
- (f) Format for Bid and Price Schedules
- (g) Format for Contract
- (h) Format for Letter of authorization to attend the bid opening meeting
- (i) Check-list for documents to be submitted by the bidders.

- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

4. CLARIFICATION OF BID DOCUMENTS:

- 4.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by Fax at the Purchaser's mailing address indicated in the Invitation for Bid. The Purchaser shall respond in writing to any request for clarification on the Bid Documents, which it receives not later than 2 days prior to the date for the submission of bid. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 4.2 Any clarification issued by the Indian Academy of Sciences in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

5. AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified either in writing or by Fax to all prospective bidders on the address intimated at the time of purchase of bid document from the Purchaser and these amendments will be binding on them.
- 5.3 In order to afford prospective bidders, a reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

6 . DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) The Technical & Commercial Bid and (2) The Financial Bid.

- 6.1 The Technical and Commercial Bid should be sealed in a separate cover and superscribed 'Technical & Commercial Bids for supply of 'Printing & Photocopier Papers'. The Technical Bid & Commercial Bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top.
- a) The Checklist along with documents as detailed in **Annexure- VI**
 - b) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document No. IAS/2015-16 (containing 25 pages) by authorized person (s).

6.2 The Financial Bid shall contain:

- (a) The check list and other documents as detailed in Annexure VII
- (b) Bid Form [as per Annexure – II]
- (c) Price Bid [as per Annexure III]

Note: All the documents submitted (whether original or photocopy) in the bid must be legible & self attested. Otherwise the bid is likely to be rejected.

7. BID FORM:

The bidder shall complete the Bid Form (**Annexure-II**) and the appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

8. BID PRICES:

8.1 The bidder shall indicate the price in the following three pattern;

- a) on the basic unit price per KG of the paper
- b) the delivery charges/transportation/freight charges in supplying printing paper to the printing presses identified by the Academy
- c) levies and taxes, as applicable

The offer shall be in Indian Rupees only indicating both in figures and in words.

8.2 The bidder shall quote only one price for each item and brand name must be mentioned.

8.3 The prices quoted by the bidder shall remain fixed during the entire period of contract. However, any fluctuation of over 5% (both upward and downward) in the market price of the paper can be considered only after the submission of supporting paper to this effect.

8.4 The unit price (per KG) quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at prices of the items offered.

8.5 **“DISCOUNT”, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.**

8.6 The price approved by the Indian Academy of Sciences for procurement will be inclusive of levies and all other taxes as applicable. The delivery charges/transportation/freight charges in supplying printing paper to the printing presses identified by the Academy shall be borne by the supplier only.

9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- 9.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents.
- (a) Certificate of incorporation/ registration.
 - (b) Latest and Valid Income Tax Clearance Certificate or copy of Income Tax return and copy of PAN.

10. BID SECURITY:

- 10.1 Pursuant to Clause 7, the bidders shall furnish, as part of his bid, a bid security/EMD for an amount of Rs. 25000/- (Rs. Twenty Five Thousand only) in the form of Demand Draft / Bankers Cheque from any scheduled Bank in Bengaluru in favour of "Indian Academy of Sciences, Bangalore.", having validity of over 60 days beyond bid validity.
- 10.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to para 10.5.
- 10.3 A bid not secured in accordance with para 10.1 shall be rejected by the purchaser being non responsive at the opening stage of bid and returned to the bidder unopened.
- 10.4 The bid security of the unsuccessful bidder will be returned before the 30th day after the award of the contract.
- 10.5 The bid security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
 - (b) In the case of a successful bidder, if the bidder fails: to sign the contract.
 - (c) In both the above cases, i.e. 10.5 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of Advance Purchase Order (APO). The bidder will not approach the court against the decision of the Indian Academy of Sciences in this regard.

11. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 365 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 17.1. However, any big fluctuation in the market price may be accommodated on mutually agreed terms.

12. FORMATS AND SIGNING OF BID

- 1 12.1 The bidder shall prepare one complete set of original bid.
- 12.2 The original shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 12.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

13.1 SEALING AND MARKING OF BIDS

The bidder shall wax seal the Technical and Financial Bids in separate envelopes and keep them in a bigger wax sealed envelope. The Technical Bid shall bear the name "TECHNICAL & COMMERCIAL BID of Tender No. IAS/2015-16" on the envelope, while the Financial Bid shall bear the name "PRICE BID of tender No IAS/2015-16 on the envelope for avoiding any mismatch.

TECHNICAL BID: The firm in this regard should submit the following documents
Financial status: - The annual turnover of the firm should not be less than Rs.50 Lakhs per annum. Copies of profit & loss account and balance sheets for the last two years should be enclosed.

- (a) The technical bid should be accompanied by two separate Demand drafts for application fee / cost of tender documents for Rs. 250/- (non-refundable) except in case where tender document has been obtained from the Indian Academy of Sciences. Against payment and bid security of Rs. 25,000/- (refundable). Technical Bid received without application fee/ cost of tender documents and bid security will not be considered.
 - (b) Authorization letter for the bid opening [as per Annexure – V]
 - (c) Income Tax Return Filed Acknowledgements for last two years: 2013-14 & 2014-15
 - (d) PAN Number
 - (e) Sales tax registration certificate
 - (f) TIN number of the firm
 - (g) Telephone number (landline & mobile)
 - (h) The Check List (as per Annexure-VI)
- 13.1.1 The bidder must have adequate experience for supply/ execution of similar work in Govt. offices/ PSUs and other similar organizations. Necessary supporting documents like work orders for last two years to this effect must be submitted along with the offer.

FINANCIAL BIDS: - The financial bid shall contain:

- (a) The check list [as per Annexure VII]
- (b) Bid Form [as per Annexure – II]
- (c) Price Bid [as per Annexure III]

13.2 The bigger envelope containing technical and financial bids in separate envelopes shall be sent to the following address: The Purchase-in-charge, Indian Academy of Sciences C V Raman Avenue, Sadashivanagar, Bengaluru 560 080, to reach on or before 26-05-2015 before 01:00PM.

- (a) All the envelopes shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE 03:30 PM. on 26-05-2015.
- (b) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.
- (c) Tender may be sent by registered post / SPEED POST / COURIER or delivered in person on above mentioned address (address is given in Clause 13.2 above). The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.
- (d) Venue of Tender Opening: Tender will be opened in the office of the Indian Academy of Sciences, C V Raman Avenue, Sadashivanagar, Bengaluru 560 080 at 03:30 PM. on the due date. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently in the notice board of the Indian Academy of Sciences on the I Floor.

13.3 If the envelopes are not wax sealed and marked as required at para 13.1 and 13.2, the bid shall be rejected.

14. SUBMISSION OF BIDS:

- 14.1 Bids must be received by the Purchaser at the address specified under Para 13.2 not later than the prescribed time on due date.
- 14.2 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 5 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 14.3 Not more than one independent and complete bid shall be permitted from a bidder.

15. LATE BIDS:

- 15.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 14, shall be rejected and returned unopened to the bidder.

E. BID OPENING AND EVALUATION

16. OPENING OF BIDS BY PURCHASER:

- 16.1 The purchaser shall open technical bids in the presence of bidders or their authorized representatives who chose to attend, at 03:30 PM on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (Format is given in Annexure- V).
- 16.2 A maximum of two representatives for a bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.
- 16.4 The date fixed for opening of bids, if subsequently declared as holiday by the Academy, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

17. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

18. TECHNICAL EVALUATION:

- 18.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether the required sureties have been furnished, documents properly signed and the bids are generally in order.
- 18.2 Prior to the financial evaluation, pursuant to clause 20, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.3 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

19. FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:

- 19.1 The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of unsuccessful bidders would not be opened and destroyed.
- 19.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- 19.3 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule in **Annexure-(III)** of the Bid Document but exclusive of octroi/entry tax which will be paid extra as per actual, wherever applicable.
- 19.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

20. CONTACTING THE PURCHASER:

- 20.1 Subject to Clause 18, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid submission till the time the contract is awarded.
- 20.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F.AWARD OF CONTRACT:

21. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

22. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

- (a) The Academy will have the right to increase or decrease up to 50% of the quantity of goods specified in the schedule of requirements without any change in the unit price of the ordered quantities or other terms and conditions at the time of award of contract.

- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods contained in the running tender /contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- (c) The precise quantities of the printing paper to be supplied will be intimated from time to time depending on the requirements of the Academy.

23. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

24. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

- 25.** Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the items in time. Further, the suppliers whose items shall not be satisfactory in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

- 26.** Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

SECTION – III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

- 1. APPLICATION:** The General Conditions shall apply in contract made by the Purchaser for the procurement of required Goods.
- 2. STANDARDS:** The Goods to be supplied under this contract shall conform to the industry standards prescribed in the Technical Specifications mentioned in Annexure-I.
- 3. INSPECTION**
 - 3.1 The Purchaser or his representative shall have the right to inspect the goods as per prescribed schedules for their conformity to the specifications.

- 3.2 Should any inspected goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

4. DELIVERY:

- 4.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until goods are delivered at the designated printing presses identified by the Academy. in its delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.
- 4.2 The delivery of goods shall commence within 2 days of the placement of purchase order and shall be completed within four days.
- 4.3 The purchaser however reserves the right to advance or delay the delivery within the stipulated time period. All the items will be delivered at places of Printers of the Purchaser and signatures with seal obtained on the delivery notes with no transport/ Cartridge charges shall be paid for the delivery of goods.

5. PAYMENT TERMS:

- 5.1 100% Payment shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- i) Invoice
 - ii) Duly signed Delivery Challan/ Bills in duplicate duly pre-receipted
 - iii) Supplier certificate for dispatch
 - iv) Proof of payment of Octroi/ entry tax etc., if any
- 5.2 No payment will be made for goods rejected at the site on testing.

6. CHANGES IN PURCHASE ORDERS

- 6.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) The method of transportation or packing;
 - (b) The place of delivery

7. LIQUIDATED DAMAGES

- 7.1 The date of delivery of the goods stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 8.2 below.

- 7.2 Should the supplier fail to deliver the goods or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another TEN weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers printing of journals L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

8. FORCE MAJEURE

- 8.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

9. TERMINATION FOR DEFAULT

- 9.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 10;
 - b) if the supplier fails to perform any other obligation(s) under the Contract; and
 - c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 9.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 8.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

10. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

11. ARBITRATION

- 11.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the person nominated by the Executive Secretary of the Indian Academy of Sciences, Bangalore. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is Executive Head or that he has to deal with the matter to which the agreement relates or that in the course of his duties, he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties.
- 11.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 11.3 The venue of the arbitration proceeding shall be the Office of the Indian Academy of Sciences, C V Raman Avenue, Sadashivanagar, Bengaluru or such other places as the arbitrator may decide.
12. **SET OFF** : Any sum of money due and payable to the supplier (including security deposit/EMD refundable to him) under this contract may be appropriated by the purchaser or the Academy or any other person(s) contracting through the Academy and set off the same against any claim of the Purchaser or Academy or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or Academy or such other person(s) contracting through the Academy.
13. The bidder should furnish the full specification of the goods offered in this tender. No change shall be permitted after opening of bids.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. In case where bid security is not submitted in the manner prescribed THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Bid for items that can be supplied ex-stock only should be submitted. Forward delivery quote will not be accepted.
5. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
6. Any clarification issued by Academy in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
7. The material shall be supplied in original packing from the manufacturer. The supply shall be completed within the delivery time as in clause 4 of Section III from the date of placement of purchase order.
8. The quality of goods should strictly be as per specifications mentioned at **Annexure 'I'**.
9. Since the quantities given are approximate depending on the usage of the printers, it is likely to vary depending upon the actual usage and the selected suppliers can have no right for the quantities mentioned in the tender and the Academy reserves the right to vary the quantities already mentioned.
10. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to the Academy.

11. The Academy reserves the right to:-
- Accept or reject of any bid and annul the bidding process without assigning any reason whatsoever at any time prior to the award of contract,
 - To counter offer prices(s) against price(s) quoted by the bidder,
 - Blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
12. The agreement shall be in force for a period of one year initially, which may be extendable by a further period of up to six months on the same terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by the Academy.
13. The Bid security/ deposit of the bidder would be forfeited, in case he refuses to honour the letter of intent / A.P.O. issued by the Academy for supply of the materials.
14. **Samples of each variety of the sample quoted for should be sent along with the tender duly stamped and assigned indicating the size, GSM, brand/make, name of the manufacturer and name of the tenderer which is enclosed with the Technical bid. Technical bid without sample will not be considered.**
15. The Academy may procure printing paper of only one specific brand/ make.
16. **The delivery of paper shall be made at the scheduled destination/ Printing Press free of all delivery charges.**

Sd/-
Competent Authority
Indian Academy of Sciences
CV Raman Avenue, Sadashivanagar
Bangalur 560 080
Tel: 080 2266 1208

Annexure- I to the Tender No. IAS/2015-16

**TECHNICAL SPECIFICATIONS AND SCHEDULE OF APPROXIMATE REQUIREMENTS OF
PRINTING AND PHOTOCOPIER PAPER**

Sl. No.	Technical Specifications of Printing paper required	Details of the Brand / Make	Approximate Quantity Required
1	<u>PRINTING PAPER</u> 80 GSM HIGH BRIGHT MAPLITHO NSD PREMIUM Basic Size in inches: 20" X30" and 23"X36"	Ballarpur Industries Limited (BILT)	945 Reams
	90 GSM HIGH BRIGHT MAPLITHO NSD PREMIUM Basic Size in inches: 20" X30" and 23"X36"		870 Reams
2	<u>PRINTING PAPER</u> 90 GSM BILT ROYAL ART PAPER C2S Basic Size in inches: 23"X36"	Ballarpur Industries Limited (BILT)	3345 Reams
3	<u>PRINTING PAPER</u> 100 GSM BILT ROYAL ART PAPER C2S Basic Size in inches: 23"X36"	Ballarpur Industries Limited (BILT)	275 Reams
4	WHITE PHOTOCOPIER PAPER 70 GSM (A 4 Size)	BILT /ITC/WEST COAST/JK/ SESHASAYEE/ TNPL	600 Reams

Note:

1. Rates for original brands should only be quoted and not for identical/ similar items of different brands.
2. The printing papers required as per Sl. No. 1,2 and 3 shall be delivered by the supplier to different designated printing presses based in Bangalore, identified by the Academy, where as the Photocopier papers shall be delivered to Academy office .
3. For items shown in sl.no. 1, 2 and 3 shall be quoted for Basic unit price per KG of the paper
4. For item 4, rates per ream shall be quoted.

Annexure II to Tender No. IAS/2015-16

BID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

After having examined the conditions of contract and specifications including addenda Nos.

The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver printing paper and copier paper in conformity with conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within 15 days and to complete delivery of all the items specified in the contract within 12 months calculated from the date of issue of your purchase order.

We agree to abide by this Bid for a period of 365 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive. Dated thisday of.....2015.

Signature of in capacity of

Duly authorized to sign the bid for and on behalf of

WitnessTele No.(s):-.....

SignatureFAX No(s):-.....

AddressE-Mail Address:-. .

Annexure-III to Tender No. IAS/2015-16
PRICE BID

SI No.	Technical specifications of printing paper & Photocopier paper	Details of the Brand/ Make	Rate per KG			
			Basic unit price per KG of the paper Amount in Rs. (A)	Delivery charges/transportation/freight charges /labor wages in supplying printing paper to the printing presses identified by the Academy (B)	levies and taxes, as applicable Please specify the kind of taxes applicable (C)	Total (please indicate the amount both in figures and in words) (A+B+C)
1	<u>PRINTING PAPER</u> 80/90/100 GSM MAPLITHO NSD PREMIUM (20" X30" and 23"X36")	Ballarpur Industries Limited (BILT)				
2	<u>PRINTING PAPER</u> 90 GSM BILT ROYAL ART PAPER C2S Basic Size in inches 23"X36"	Ballarpur Industries Limited (BILT)				
3	<u>PRINTING PAPER</u> 100 GSM BILT ROYAL ART PAPER C2S Basic Size in inches 23"X36"	Ballarpur Industries Limited (BILT)				
4	<u>WHITE PHOTOCOPIER PAPER</u> 70 GSM (A4 Size)	BILT/ ITC / WEST COAST/ JK/ SESHASA YEE/ TNPL	Price Per Ream Rs.			

Any cutting in the rates/ overwriting should be attested by the authority signing the bid. Bids received with cuttings/ over-writings without attestation will not be considered. Individual price of all the items should be given item wise, If not, the tender will not be considered and is liable to be rejected.

Annexure IV to Tender No. IAS/2015-16

Contract Form

1. This agreement is made this day _____ between, herein after called
“ name of company” the first party which expression shall include their heirs, executors and administrators/ their successors and the Indian Academy of Sciences hereinafter called "Academy" the second party, through The Executive Secretary herein after includes his successors and assignees, shown as under:-
2. That WHEREAS the first party shall and will deliver printing and copier paper for
Indian Academy of Sciences, Bengaluru details of which are given in Annexure –I to this office tender notice dated at the rates
quoted by vide their tender dated and as per all the terms and conditions given in Notice Inviting Tender (NIT) and the aforesaid tender notice dated _____ which shall become part and parcel of this agreement.
3. That the first party would raise demand and the payment shall be done in accordance with Clause 8, Section III of aforesaid tender document.
4. In accordance with the Tender document No. IAS/2015-16, this agreement is made for a period of one year from, as in clause 1 of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS WHEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS _____ DAY OF _____ 2015.

Witness for Supplier

Witness for Indian Academy of Sciences

Annexure V to Tender No. IAS/2015-16

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on 26-05-2015, on behalf of _____ (name of the Bidding firm) in the order of preference given below.

The following person(s) is/are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference as given below:

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

Note:

1. Maximum of two representatives per participating firm will be permitted to attend bid opening. In case it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative is not able to attend.
2. Permission for entry to the II Floor Lounge of IASc where bids are opened may be refused in case the authorization as prescribed above is not submitted.

Annexure VI to Tender No. IAS/2015-16

CHECK LIST and the order in which the documents are to be submitted for the Technical Bid

Please check whether all the below mentioned documents have been supplied for participating in the tender for supply of printing and copier paper. The documents are to be submitted in descending order.

Sr. No.	Documents (Please refer to clause 6.1 of Section II for filling-up this Check list)	Page No.
1	Financial Status Documents i.e. profit & loss account showing annual Turn-Over of 50 Lakhs	
2	Bid security in the form of Bank Draft for Rs. 25,000 /- drawn in favour of Indian Academy of Sciences, Bangalore	
3	Authorization letter for the bid opening [As per Annexure – VI]	
4	Income Tax Return Filed Acknowledgments for last two years	
5	PAN Number of the bidding firm	
6	Sales tax registration certificate of the firm	
7	TIN number of the firm	
8	Telephone number (landline & mobile) of the bidding firm/bidder	
9	Clause by Clause compliance in the form of signing and stamping all the pages from 1 to 25 by authorized person(s)	
10	Attach 3 sheets of paper, as sample of the each variety of paper quoted indicating- Size, brand/make, name of the manufacturer and tenderer.	
10	Any other document (s) [Please specify]	
11	The Check List (as per Annexure-VII)	

Bidders to ensure

- A.. That all pages have been stamped and signed by the authorized person(s).
- B.. That all the pages have been numbered.
- C.. That all the documents are legible and clearly readable.

Annexure VII to Tender No. IAS/2015-16

CHECK LIST and the order in which the documents are to be submitted
for the Financial Bid

Sl. No.	Documents (Please refer to clause 6..2 of Section II for filling up this Check list)	Page No.
1	The check list as per Annexure VII	
2	Bid Form as per Annexure II	
3	Price schedule as per Annexure – III	