

**National Institute of Open Schooling (NIOS)
Regional Centre, Dehradun, Uttarakhand**

TENDER NOTICE

Subject: Invitation of bids for sealed tender for sale of Obsolete used, unused Answer Books and Question papers/OMR sheets etc. on AS IS WHERE BASIS

On behalf of National Institute of Open Schooling(NIOS) the undersigned invites Tender for sale of obsolete used,unused Answer Books and Question Paper/OMR sheets etc.(approximately weighting approx 5000 Kilograms) lying at NIOS Regional Centre,Dehradun, Uttarakhand on

AS IS WHERE BASIS.

The tender documents containing detailed terms and conditions can be downloaded free of cost from the NIOS website www.nios.ac.in or/and Regional Centre website <https://rcdehradun.nios.ac.in>. The tender documents duly filled in and completed in all respects along with the requisite Earnest Money Deposit (EMD) of Rs 10,000/- in shape of Demand Draft drawn in favour of the Secretary, NIOS payable at Dehradun should be submitted to the Regional Director, National Institute of Open Schooling, Regional Centre, B.S.N.L, Telephone Exchange Building, Turner Road, Near ISBT, Clement Town, Dehradun on or before 13/05/2024 upto 02:00 PM which shall be opened in the presence of the bidders or their authorized representatives on the same day at 03:00 PM. Tender without EMD and late submission shall be summarily rejected.

NIOS reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

**Regional Director
NIOS, RC- Dehradun**

**National Institute of Open Schooling (NIOS)
Regional Centre, Dehradun, Uttarakhand**

TENDER NOTICE

For sale of obsolete used, unused Answer Books and Question papers/OMR sheets etc.

Date of release of tender application : **22/04/2024** at 4.00 PM
Last date for submission of Quotation : **13/05/2024**
Tender Form available at : www.nios.ac.in
Place for inspection of materials and acceptance of tender : National Institute of Open Schooling (NIOS)
Regional Centre,
B.S.N.L, Telephone Exchange
Building, Turner Road, Near ISBT, Clement
Town, Dehradun Uttarakhand-248002
Date and time for inspection of items : **23/04/2024 to 10/05/2024**
(Between 2.30 PM to 5.00 PM)

**Regional Director
NIOS, RC- Dehradun**

**National Institute of Open Schooling (NIOS)
Regional Centre, Dehradun, Uttarakhand**

Quotation for sale of obsolete used, unused Answer Books and Question papers/OMR sheets etc.

1. Name of the Company/Firm :.....
2. Whether the Company/Firm is sole Proprietorship/Partnership/Pvt. Ltd/other:.....
3. Address.....:
4. Name of the authorised signatory:.....
5. Registration No.(Enclose a copy):.....
6. Permanent Account Number (Enclose a copy) :
7. GST Registration No. (Enclose a copy) :
8. I/We hereby quote the rate per kilogram of the items (As is where is basis) as follows:

| Sl.No. | Description | * Cost per Kg (Excluding GST) |
|--------|---|---|
| 1 | Used Answer Books including Practicals Answer Books | Rs. _____ Per Kg.+ GST As Applicable (In words _____) |
| 2 | Unused Answer Books including Practicals Answer Books | Rs. _____ Per Kg.+ GST As Applicable (In words _____) |
| 3 | Question Papers/ OMR sheets | Rs. _____ Per Kg.+ GST As Applicable (In words _____) |
| 4 | Waste materials / old files/ papers /drawing sheets | Rs. _____ Per Kg.+ GST As Applicable (In words _____) |

*** No overwriting & cutting is allowed please.**

9. Bid Security /Earnest Money Deposit (EMD) of Rs 10,000/- (Rupees ten Thousands only) drawn in favour of Secretary ,NIOS payable at Dehradun is enclosed herewith as per details given below:-

- a) Demand Draft No.....Dated.....
- b) Payee Bank and branch:.....

10. **UNDERTAKING** I/Wesole Proprietor/Director/Partner/Authorised Signatory having registered office atdo hereby solemnly affirm and declare that I/we undertake to abide by all the rules and regulations of the State/Central Govt. With regards to sale and disposal of waste materials and shall be liable to any penalties that may accrue due to non-adherence of Terms & Conditions of the Contract.

Signature.....

Date:.....

Seal of the Company/Firm

**National Institute of Open Schooling (NIOS)
Regional Centre, Dehradun, Uttarakhand**

INSTRUCTIONS TO BIDDERS

1. The quotation should be accompanied by a Bid Security / Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousands only) drawn in favour of the Secretary, NIOS through a Demand Draft payable at Dehradun.
2. Bid Security shall not be accepted by way of Cheque, Cash, Money Order or bank Guarantee. The quotation without demand draft of bid security, even if any amount deposited earlier for the same purpose, will be summarily rejected.
3. Bid Security (Earnest Money Deposit) will be forfeited if the bidder withdraws his bid after the date of opening of quotation or in the event of his failure to furnish Performance Security for the required amount within the prescribed time limit.
4. Quotations received late will not be considered.
5. Form of Firm, whether Partnership or Proprietary or Limited Company must be clearly mentioned in the quotation. If Partnership firm, the Names & Addresses of Partners and if Limited Co., the Names and addresses of Directors and registration number may be expressly stated.
6. No tax and/or other duties /levies/forms "C" or "D" for this sale are available with the Institution.
7. Rates quoted should be valid for at least one year from the date of award of the contract.
8. Rates are required to be quoted according to the units indicated i.e. rate per kilogram of the weight. When quotations are given in terms of units other than those specified in the form, relationships between the two sets of units must be established by enclosing documentary evidence/proof. GST as applicable should be quoted as separately.
9. NIOS shall be under no obligation to accept the highest quotation or any other quotation and reserves the right of acceptance of the whole or any part of the quotation or portion of the quantity offered and the bidder shall accept the same at the rates quoted.
10. NIOS reserves the right to decrease or increase the quantity to be sold. The total quantities specified in this tender may also increase or decrease.
11. Corrections, if any must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
12. The bidders shall supply along with his quotation the name of his bankers as well as the latest income tax clearance certificate duly countersigned by the Income Tax Officer of the circle concerned under the seal of his office, if required by the Institution.
13. The authority of the person signing the quotation called for should be produced.
14. The validity of the contract will be for a period of 12 months from the date of award of the contract, which can be extended with the approval of the competent authority, if mutually agreed upon between the Institution and the Contractor.
15. The Firms which are registered with National Small Industries Corporation (NSIC) or Micro Small and Medium Enterprises are required to submit the EMD along with bid document.
16. Convassing in any form will disqualify the tenderer for the present tender or may be in future too.
17. Interested bidder, if they wish may also inspect the quantities at Regional Centre, Dehradun, Uttarakhand only on specified dates and time given.

Dated:.....

Signature
Seal of Company/Firm

National Institute of Open Schooling (NIOS) Regional Centre, Dehradun, Uttarakhand

TERMS AND CONDITIONS OF THE CONTRACT

1. **Definition:**
 - a) The term “NIOS” means National Institute of Open Schooling representing by the Secretary or his successors or assignees.
 - b) The term “Contractor” shall mean, the person, firm or company with whom or with which the order for sale of confidential waste material is placed and shall be deemed to include the Contractor's successors, representatives, heirs, executors and administrators unless excluded by contract.
 - c) The term “Order” shall mean, the communication signed on behalf of NIOS by an officer duly authorised intimating the delivery order on behalf of the seller on the terms and conditions mentioned or referred to in the said communication accepting the quotation or offer of the contractor for delivery of material.

2. **Quotation Prices:** Bidders offering firm prices will be preferred. Where a price variation clause is insisted upon by a bidder, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base rates taken into account at the time of tendering and also the formula for any such variations.

3. **Bid Security/Earnest Money Deposit (EMD):** The quotation should be accompanied by a Bid Security/Earnest Money Deposit (EMD) of Rs 10,000/- (Rupees Ten Thousand only) drawn in favour of the Secretary NIOS through payable at Dehradun. In case of successful bidder, it shall be considered as an advance paid to NIOS for purchase of materials. In case of those unsuccessful bidder, Bid Security received with application form shall be returned after opening and finalisation of highest bidder. The Bid Security (Earnest Money Deposit) will be forfeited if the successful bidder withdraws his bid after the date of opening of quotation or in the event of his failure to furnish Performance Security for the required amount within the prescribed time limit.

4. **Performance Security (Security Deposit):** On acceptance of the tender, the contractor shall deposit the Performance Security of value equivalent to fifty percent of the total price quoted by bank demand draft within two working days, if the materials are being lifted on later date.

5. If the contractor is called upon by the NIOS to deposit “Performance Security” and the contractor fails to furnish the said security within the specified period such failure shall constitute as a breach of the contract and NIOS shall be entitled to make either arrangements for the sale of waste paper for and at the risk of contractor in terms of relevant provision of contract and/or to recover from the contractor damages arising from such cancellation.

6. **Guarantee & Replacement:** The contractor shall furnish a guarantee on a non – judicial stamp paper of Rs.100/- that the material purchased by them shall not be sold in open market but shall be used only for at the paper mill.

7. A utilisation certificate from paper mill which used the waste paper of NIOS stating that the confidential material purchased by the contractor from the NIOS has been converted into pulp for paper should be submitted within one month of the date of taking delivery of the material from the seller, failing which it would be termed as breach of contract.

8. **Clearance:** Should the contractor fail to purchase and lift the obsolete materials or any consignments thereof within the period prescribed for such purchase /lifting, the NIOS shall be entitled at his option either:
 - i) To recover from the contractor as agreed liquidated damages by way of penalty, a sum of 2% of the cost of waste paper which the contractor has failed to purchase as aforesaid, during which the purchase of such material may be in arrears, or
 - ii) To sell elsewhere, without notice to the contractor on the account and at the risk of the contractor, the waste paper /materials not purchased or others of a similar description (where others exactly complying

with the particulars are not, in the option of NIOS readily disposable, such option being final) without cancelling the contract in respect of the consignment(s) not yet due for clearance, or
iii) To cancel the contract or a portion thereof and, if so desired to sell or authorise the sale of waste paper /materials not so taken or others of similar description (where others exactly complying with particulars are not in the opinion of NIOS readily disposable, such option being final at the risk and cost of the contractor.

9. In the event of action being taken under sub-clause (ii) & (iii) of clause 8 above, the contractor shall be liable, in which NIOS may sustain on that account, to resale than such agreement is made within one month from the date of such failure. But the contractor shall not be entitled to any gain on such resale made against default. The manner and method of such resale shall be at the discretion of NIOS, whose decision should be final. It shall not be necessary for NIOS to serve a notice of such resale on the defaulting contractor. This right shall be without prejudice, to the right of NIOS to recover damages for breach of contractor.
10. **Extension of time:** As soon as it is apparent that contract date cannot be adhered to, an application shall be sent in writing by the contractor to NIOS. If failure on the part of the contractor to lift the obsolete materials in proper time shall have arisen from any clause which NIOS may consider to be justified by circumstances of the case without prejudice, to the right of NIOS to recover damages for breach of contractor.
11. **Payment:** The contractor shall have to deposit in advance an estimated amount as NIOS may decide before lifting the lot of obsolete materials. The final payment as per weight determined at DharamKanta and at rates approved by NIOS shall be paid to NIOS by the contractor before taking the final delivery of the relevant lot of obsolete materials.
12. **Recovery of Sums Due:** Whenever any claim for the payment of, whether liquidated or not money arises out of or under this contract against the contractor, NIOS shall be entitled to recover such sum by appropriating, in part of whole, the security deposited by the contractor, if a security is taken against the contract. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance of the total sum recoverable, as the case may be shall be deducted from any sum then due of which at any time; thereafter may become due to the contractor under this or any other contract with NIOS. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to NIOS on demand the remaining balance due. If NIOS has or makes any claim, whether liquidated or not, against the contractor under any other contract with NIOS, the payment of all money payable under the contract to the contractor including the security deposit shall be withheld till such claims of NIOS are finally adjudicated upon and paid by the contractor.
13. **Indemnity:** The contractor shall warrant and be deemed to have warranted that all waste paper under this contract are free from any claim of infringement of any right and shall at all times indemnify the seller against all claims which may be made in respect of the waste paper for infringement of any right protected by paper.
14. **Arbitration:** In the event of any question, dispute or difference arising under these conditions or any conditions contained in the sale order or in connection with this contract,(except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Secretary, NIOS or to some other person nominated by him. There will be no objection that the arbitrator is an NIOS servant that he had to deal with matter to which the contract relates or that in the course of his duties as an NIOS servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this contract.
15. **In the term of this contract:**
 - a) If the arbitrator be the NIOS Officer: (i) in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself, or to appoint another person as arbitrator, or (ii) in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Secretary, NIOS to appoint another person as arbitrator; or
 - b) If the arbitrator be a person appointed by the Secretary, NIOS.

16. In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason, it shall be lawful for Secretary, NIOS either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid, in Arbitration and Conciliation Act,1996 and the rule there under any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The arbitrator shall have the power to extend with the consent NIOS and the contractor the time for making and publishing the award.
17. The avenue of arbitration shall be the place as NIOS in his absolute discretion any determine. Work under the contract shall, if reasonably possible, continue during arbitration proceedings and both the parties shall bear the cost of arbitration equally.
18. Language of arbitration shall be in English only.
19. **Counter Terms & Conditions of Purchasers:** Whether counter terms and conditions /printed conditions have been offered by the purchaser, the same shall be deemed to have been accepted by the seller unless specific written acceptance thereof obtained.
20. **Signing of Quotation:** The quotation is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the quotation are not filled in. Particular attention must be paid to the delivery dates and time in this respect is the essence of the contract and also to the general conditions of contract as the contract would be governed by those terms and conditions.
21. Individual signing the quotation or other documents connected with a contract must specify whether he signs as:
 - a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
 - b) Director or a principal officer duly authorised by the board of directors of the company, if it is a company.
 - c) A partner of the firm if it be a partnership firm, in which case he must have authority to execute a contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - d) In case of (c), a copy of the partnership agreement or general power of attorney, in either case attested by a notary public, should be furnished unless the same has been previously furnished to this institution or any affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the quotation papers. (e) In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been confirmed on any partner, the quotation and all other related documents must be signed by all the partners of firms.
22. A person signing the quotation from any documents forming part of the contract on behalf of another shall be deemed to be a warranty that he has authority to sign it, on enquiry if it appears that the persons signing had no authority, seller will have to cancel the contract and hold the signatory liable for all cost, consequences and damages.

Dated:.....

Signature of the Bidder or the authorised signatory

Seal of the company with address