

Letter-3105
Date: 1-01/10/2024

Corrigendum-6

Tender No.: BSTBPC/ E-Tender/ Paper Mills/AY2025-26/2978 dated 09-08-2024

Name of the work: Empanelment of OEM/Paper Manufacturing Mills for supply of various GSM papers for Bihar AY 2025-26

Sl. No	NIT CLAUSE/PAGE REF	DESCRIPTION OF CLAUSE/ CORRIGENDUMS	AMENDMENT BY BSTBPC
1	Clause 7.1, Page-3 of Submission of Proposals through electronic mode only.	Earnest Money Deposit (EMD) shall have to be paid in the online form/ Demand Draft/ Bank Guarantee and the Original hardcopy of the DD/ BG have to be submitted.	This clause may be re-read as "Earnest Money Deposit (EMD)/Bid Security shall have to be paid in the online form/ Demand Draft/ Bank Guarantee and if submitted in the form of DD/BG then the Original hardcopy of the DD/ BG have to be submitted on or before 08/10/2024 by 4:00PM."
2	Clause 7. Last Para, Page-3 of Submission of Proposals through electronic mode only.	All the documents mentioned in 6(i) to 6(iii) above.....	This clause may be re-read as "All the documents mentioned in 7(i) to 7(iii) above....."
3	Clause 2. For Commercial Envelope Form 'B', Page-4 of General Bidding Instructions.	Provide all the commercial bid forms in one PDF and upload in PDF form (Annexure C)	This clause may be re-read as "Provide all the commercial bid forms/rates in one financial sheet and upload in excel form (Annexure C)"
4	Clause 3. Earnest Money Deposit (EMD) & Security Deposit, Point 2, Page-4 of General Bidding Instructions.	The successful bidder's EMD will be discharged by the BSTBPC only after the signing of contract and submission of Bank Guarantee as a Security Deposit (5% of the cost of offered quantity).	This clause may be re-read as "The successful bidder's EMD/Bid Security will be discharged by the BSTBPC only after the signing of contract and submission of BG/DD/FDR as a Security Deposit/Performance Bank Guarantee(5% of the cost of offered quantity) as per Bihar Financial Rules.
5	Clause 4.1, Page-5 of Technical Qualification	This clause may be re-read as "The Paper Mill should have an average manufacturing/Production Capacity of minimum 50,000 M.T. Paper per annum during previous three years ending on 31.03.2024. (Corrigendum-2)	This clause may be re-read as "The Paper Mill should have an average manufacturing/Production Capacity of minimum 40,000 M.T. Paper per annum in any three financial years during FY 2019-20,2020-21,2021-22,2022-23 and 2023-24. Please refer revised Annexure-A-Version-2.
6	Clause 4.1, Page-5 of Technical Qualification	This Clause may be re-read as "The Bidder/OEM should have average annual turnover of 500 Crores (Five Hundred Crores) in any three years during 2019-20, 2020-21, 2021-23, 2022-23 & 2023-24" (Corrigendum-2)	This Clause may be re-read as "The Bidder/OEM should have average annual turnover of 250 Crores (Two Hundred Fifty Crores) in any three years during 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24"
7	Clause 4.2.2, Page-6 of Technical Qualification	Tender shall be submitted in prescribed form only and completed in all respects. Incomplete tender will not be accepted. However, in exceptional cases, and with the exception of EMD, BSTBPC may consider waiving or condoning certain technical or minor deficiencies, taking into account the merit of the circumstances under which a tenderer could not comply a technical matter or a lapse has occurred on his part.	This Clause may be re-read as "Tender shall be submitted in prescribed form only and completed in all respects. Incomplete tender will not be accepted."
8	Clause 4.2.3.5, Page-7 of Technical Qualification	However, in case of a company or society or a partnership firm, or sole proprietorship, Managing Director (or official) or one of the partner or sole proprietor respectively, can sign tenders and other relevant documents and attend tender opening.	This Clause may be re-read as "In case of a company or society or a partnership firm, or sole proprietorship, Managing Director (or official) or one of the partner or sole proprietor respectively, can sign tenders and other relevant documents and attend tender opening. However in case of company bidder has to submit board resolution along with authorization letter."

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Sl. No	NIT CLAUSE/PAGE REF	DESCRIPTION OF CLAUSE/ CORRIGENDUMS	AMENDMENT BY BSTBPCL
9	Clause 5.7, Page-14 of Terms and conditions	The commercial tender will be opened later on. The date, time and venue of opening of commercial tenders will be informed to those tenderers whose technical tender is qualified and accepted and only if their paper samples are found acceptable to the BSTBPCL after carrying out necessary laboratory tests.	This Clause may be re-read as "The commercial tender will be opened later on. The date, time and venue of opening of commercial tenders will be informed to those tenderers whose technical tender is qualified and accepted and only if their paper samples are found acceptable to the BSTBPCL as per laboratory test reports of the samples confirming required BIS specifications enclosed with the tender."
10	Clause 12: Terms & Conditions- Payment, Page-16	<u>Payment</u> : In case of supplies, 90% payment shall be made within 15 working days for delivery at Mill's Patna Godown on the basis of actual receipt of paper and supply documents i.e. L.R.s/invoices, GRNs and paper damage report given by BSBPCL official.	<u>Payment</u> : In case of supplies, 90% payment shall be made within 15 working days for delivery under MODE-2 to the respective Printers premises located in Bihar as per BSTBPCL instruction. The basis of actual receipt of paper by the respective Printers and supply documents i.e. L.R.s/Challan, GRNs and paper damage report submitted by printers.
11	Clause 13 (a). Terms & Conditions- The Time..... Page-16	The time is the essence of the contract and shall be binding on the mill. The mill will have to supply the paper as per dispatch schedule and the same is to be adhered to strictly, failing which penalty per week of delay will be charged for undelivered paper. In case of natural and unforeseen calamities or other reasons beyond human control i.e. flood, earthquakes, fire, etc. The mill should get the dispatch schedule duly extended from the BSTBPCL in time. It is the power of the Director to sanction the extension of such time limit on merit in each case with or without penalty. For the purpose of calculating 'week' for levy of penalty, the decision of the Director in this regard shall be final and binding on the supplier. The days exceeding 4 days will be reckoned as a 'week'.	This Clause may be re-read as "The time is the essence of the contract and shall be binding on the mill. The mill will have to supply the paper as per dispatch schedule and the same is to be adhered to strictly, failing which penalty per week of delay will be charged for delay in supply at the rate of 1.0 % (One percent) of the value of undelivered paper as allotted to respective miller. In case of natural and unforeseen calamities or other reasons beyond human control i.e. flood, earthquakes, fire, etc. The mill should get the dispatch schedule duly extended from the BSTBPCL in time. It is the power of the Managing Director to sanction the extension of such time limit on merit in each case with or without penalty. For the purpose of calculating 'week' for levy of penalty, the decision of the Managing Director in this regard shall be final and binding on the supplier. The days exceeding 4 days will be reckoned as a 'week.'"
12	Clause 15 (C). Of Terms & Conditions, Page-17	The transport rates once accepted by the BSTBPCL will hold good till the completion of supply as per dispatch schedules. No increase will be considered on any account	Deleted

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9. PENALTY FOR QUALITY DEVIATIONS (NEGATIVE) BEYOND GSM/ BRIGHTNESS TOLERANCE LIMITS. Penalty for deviation in the of GSM / BRIGHTNESS under MODE-1 or MODE-2	Sl. No	Paper Specification	Penalty	
	1	70 /80 /120 /150 /220 GSM		For a reduction of every 1 GSM in paper, a penalty @ 1% of the contract value shall apply upto maximum of 2.5%. If the GSM value is found below 2.5% then contract termination shall be initiated and no payment shall be made against any invoice/bills to the Printer/Miller(s) as per thier chosen/preferred mode of supply.
2	Brightness 85% / 87%			For a reduction of every 1 unit in brightness, penalty @ 1% of the contract value shall apply upto a maximum of 2% where brightness not less than 85% / 87% required for particular paper specifications. If the brightness value is found below 2% then contract termination action shall be initiated and no payment shall be made against any invoice/bills o the Printer/Miller(s) as per thier chosen/preferred mode of supply.
13	Add new Clause	Add new Clause-9 under GENERAL CONDITIONS, Page No. 8 to10 of Bid document.		
14	Blacklisting Clause as per Corrigendum-02	All the bidders must submit an self undertaking that they have not black listed/debarred/No EMD/Performance Bank Guarantee forfeit and NO FIR by any Govt. Organization for non-supply of paper."		
15	Clause 4.2.3.7 of RFP, Page 7	4.2.3.7 Laboratory test reports of the samples confirming required IS specifications should be enclosed with the tender		This Clause to be re-read as " 4.2.3.7 Laboratory test reports of the samples confirming required BIS specifications should be enclosed with the tender"
16	New Clause	L-1 Rate Validity		All bidders are requested to note that the validity of discovered L-1 price shall be valid till 31.03.2025. All bidders who give their consent to supply at L-1 rate shall be required to supply the desired specification of paper at L-1 firm price till 31.03.2025.

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Sl. No	NIT CLAUSE/PAGE REF	DESCRIPTION OF CLAUSE/ CORRIGENDUMS	AMENDMENT BY BSTBPCL
17	New Clause	Third party quality inspection (TPQI)	All prospective Millers/Bidders may note that it shall be mandatory to follow the Third party quality inspection (TPQI) procedure. The miller shall arrange for TPQI from NABL approved Government Laboratories against each lot and each real/bundle of paper before despatch from the Millers plant to Printer at their own cost. Millers may note that BSTBPCL shall not pay any separate price for TPQI. The Third Party Quality test report as per BIS specification along with the tax invoice and away bill shall have to be produced to Printer/BSTBPCL against preferred mode of supply during invoicing. No payment shall be made without TPQI reports.
18	Pre bid clarification	Page no 4	Please read Corrigendum-02 in place of Corrigendum-01
19	Page 10, Clause 7 of RFP	L-1, L-2 & L3 bidders will be mandatorily required the GST of Bihar and it shall be applicable for Mode-02.	This clause may be re-read as " The bidders must have GST registration Certificate in the name of Miller/Bidder of the location from where, it is delivering paper to printers
20	New Clause	5 % Buffer Stock Should be maintained.	To ensure uninterrupted supply of paper under MODE - 02, each miller/bidder should maintain a minimum buffer stock of 5 % of ordered quantity at their preferred location,
21	Address of E-procurement website		The address for eprocurement website may be re-read as " https://epro2.bihar.gov.in/EPSV2Web/ "

Note: All other Terms & Conditions/ Corrigendum-1/2 shall remain unchanged. Any error/duplicity with respect to above mentioned clauses found/ mentioned elsewhere in the Bid Document/previous corrigendums may be understood as revised, corrected and replaced through this corrigendum-06.

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For Bihar State Text Book Publishing Corporation Limited

(Abhay Jha, IAS)
Managing Director

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01/10/24

Revised Annexure A (Version-2) - Format for Production/GST Cleared Certificate

To

The Managing Director,

Bihar State Text Book Publishing Corporation Ltd.,

Budha Marg,

Patna-800 001

GST Cleared Certificate

This is to certify that M/s has average annual production of MT under
(Name& Address of the Paper Mill), GSTN:.....
..... Writing and Printing paper / Art Paper manufactured under GST HSN Code 4802/4810 during the Financial years from **01-04-2019 to 31-03-2024**
the production and GST cleared quantity are given hereunder;

Details:-

<u>Writing & Printing Paper</u>				
Year	Item	HSN Code	Production (M.T.)	Clearance (M.T.)
2019-20		4802		
2020-21		4802		
2021-22		4802		
2022-23		4802		
2023-24		4802		
Average of any three FY				

<u>Coated Paper</u>				
Year	Item	HSN Code	Production (M.T.)	Clearance (M.T.)
2019-20		4810		
2020-21		4810		
2021-22		4810		
2022-23		4810		
2023-24		4810		
Average of any three FY				

Signature and Seal of Chartered Accountant

Name Membership No

Address

Date:

UDIN No.