

National Institute of Open Schooling (NIOS)
Regional Centre, Jaipur (Rajasthan)

TENDER NOTICE

Sub: Invitation of bids for sealed tender for sale of Obsolete used, unused Answer Books, Old Question Papers, and OMR sheets etc on **AS IS WHERE IS BASIS**

On behalf of National Institute of Open Schooling (NIOS), the undersigned invites Tender on prescribed forms for sale of obsolete used and unused Answer Books including Old Question Papers etc. (approximately weighting 5000 Kilograms) lying at NIOS Regional Centre, Jaipur on **AS IS WHERE IS BASIS**.

The tender documents containing detailed terms and conditions can be downloaded free of cost from Regional Centre website <http://www.rcjaipur.nios.ac.in>. The tender documents duly filled in and completed in all aspects along with the requisite Earnest Money Deposit (EMD) of **Rs 15,000/-** (Rs. Fifteen Thousand only) in shape of Demand Draft drawn in favour of the **Secretary, NIOS payable at Jaipur**, should be submitted to the **Regional Director, National Institute of Open Schooling, Regional Centre, Jaipur, Sri Krishnam, 5-6, Padmavati Colony, Near Mansarovar Metro Station, Kings Road, Nirman Nagar, Jaipur – 302006 (Rajasthan)** on or before **03.09.2026** upto **02.00 PM** which shall be opened in the presence of the bidders or their representatives on the same day at 3.00 PM. Tender without EMD, and late submission incomplete and conditional 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 Regional Centre, Jaipur

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

TENDER NOTICE

For sale of obsolete used and unused Answer Books, Old Question Papers, and OMR sheets.

Date of release of tender application	:	07.08.2026 at 11.00 AM
Last date for submission of Bid	:	03.09.2026 at 02.00 PM
Tender Form available at	:	<u>http://www.rcjaipur.nios.ac.in</u>
Place for inspection of materials and acceptance of tender	:	National Institute of Open Schooling Regional Centre, Jaipur Sri Krishnam, 5-6, Padmavati Colony, Near Mansarovar Metro Station, Kings Road, Nirman Nagar, Jaipur – 302006 (Rajasthan)
Date and time for inspection of items	:	17.08.2026 to 31.08.2026 (Between 3.00 PM to 5.00 PM) on working days i.e. Monday – Friday.

**Regional Director
NIOS, RC, Jaipur**

National Institute of Open Schooling (NIOS)
Regional Centre, Jaipur

Technical Bid

Tender for sale obsolete used and unused Answer Books, Old Question Papers and OMR sheets, etc.

1. Name of the Company/Firm :
2. Contact Person: Telephone No.
3. Mobile No. E-mail.....
4. Address.....
5. Name of the authorized signatory:
6. Registration No.(Enclose a copy):
7. Permanent Account Number (Enclose a copy):
8. GST/VAT Registration No. (Enclose a copy).....
9. Bid Security /Earnest Money Deposit (EMD) of Rs 15,000/- (Rupees Fifteen Thousands only) drawn in favour of Secretary ,NIOS payable at Jaipur is enclosed herewith as per details given below:-
 - a) Demand Draft No..... Date
 - b) Payee Bank and branch:
10. **Guarantee:** The contractor shall furnish a guarantee on a non – judicial stamp paper of Rs.100/- along with Technical bid that the material purchased by them shall not be sold in open market but shall be used only for the paper mill for re-pulping to ensure secrecy.
11. The bid security of the unsuccessful bidder will be returned to them after finalization and award of the Contract without any interest.
12. The Tender, complete in all aspects should be submitted in the prescribed forms along with all supporting documents in a sealed envelope super scribing "Tender for sale /disposal of used/Unused Answer Books and Question Papers/OMR Sheets containing both Technical bid and Financial bid sealed separately then sealed in big envelope addressed to the **Regional Director, NIOS, Regional Centre Jaipur Sri Krishnam, 5-6, Padmavati Colony, Near Mansarovar Metro Station, Kings Road, Nirman Nagar, Jaipur – 302006 (Rajasthan)** and be dropped in the tender box kept at the ground floor on or before **03-09-2026 upto 2:00 PM.**

13. It is certified that my firm / agency / company has never been blacklisted by any of the Department / Autonomous Institution/ Universities / PSU of the Govt or Govt of NCT or any State Govt or reputed Educational Institutions, and no criminal case is pending against the firm as on NIOS reserves the right to blacklist the contractor for a period up to 03 years in case of breach of contract or confidentiality.

14. UNDERTAKING:-

I/We.....sole
Proprietor/Director/Partner/Authorized Signatory having registered office
at.....do hereby solemnly affirm and declare that
I/we undertake to abide by all the rules and regulations of the State / Central
Govt. with regard to sale and disposal of waste materials and shall be liable to
any Penalties that may accrue due to non-adherence of Terms and Conditions of the
Contract.

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Date:.....

Signature.....
Seal of the Company/Firm

National Institute of Open Schooling (NIOS)
Regional Centre, Jaipur

Financial Bid

The Regional Director
 National Institute of Open Schooling
 Regional Centre, Jaipur
 Sri Krishnam, 5-6, Padmavati Colony,
 Near Mansarovar Metro Station, Kings Road, Nirman Nagar,
 Jaipur – 302006 (Rajasthan)

Subject: Financial Bid for lifting of used/unused Answer Books/Question Papers/ OMR Sheets, etc- reg.

Sir,

I/We have gone through the Tender document, understood it fully and declare that I/We shall abide by the terms & conditions mentioned therein. The rates are as under:

I/We hereby quote our highest 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	Rs..... Per Kg.+ GST as applicable
2.	Unused Answer Books	Rs..... Per Kg.+ GST as applicable
3.	Question Papers/ OMR Sheets	Rs..... Per Kg.+ GST as applicable
4.	Waste materials / old files/ papers	Rs..... Per Kg.+ GST as applicable

*** No overwriting and cutting in rates is allowed please.**

Note: The quantities specified are purely tentative, and the same may vary at the time of weighing. The vendors may visit the NIOS, Jaipur office to see it, if they so desire, before bidding the rates. I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Date:

Authorized Signatory

Name of authorized person
Seal of the Company/Firm

National Institute of Open Schooling (NIOS)
Regional Centre, Jaipur

INSTRUCTIONS TO BIDDERS

1. The Technical bid should be accompanied by a Bid Security / Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand only) drawn in favour of the Secretary, NIOS through a Demand Draft payable at Jaipur.
2. The successful bidder/contractor shall furnish a **Performance Security equivalent to 5% to 10% (Five to Ten Percent) of the contract value** within **two (02) working days** from the date of issue of the Letter of Acceptance/Work Order and **before lifting the materials**. The Performance Security shall be submitted in the form of a **Demand Draft** drawn in favour of the **Secretary, National Institute of Open Schooling (NIOS), payable at Jaipur**.
3. Bid Security shall not be accepted by way of Cheque, Cash, Money Order or bank Guarantee. The Bid without demand draft of bid security, even if any amount deposited earlier for the same purpose, will be summarily rejected.
4. Bid Security (Earnest Money Deposit) will be forfeited if the bidder withdraws his bid after the date of opening of Bid or in the event of his failure to furnish Performance Security for the required amount within the prescribed time limit.
5. **(a) Envelope -1 (Technical Bid)**

The sealed envelope with "Tender for sale/disposal of used/unused Answer Books/Question Papers/OMR sheets, etc. must be clearly written on it, and this envelope should have all self attested documents as evidences, Demand Draft for EMD, Annexure-I duly filled in addressed to the **Regional Director, NIOS, Regional Centre Jaipur Sri Krishnam, 5-6, Padmavati Colony, Near Mansarovar Metro Station, Kings Road, Nirman Nagar, Jaipur - 302006**

(b) Envelope -2 (Financial Bid)

It will be opened at later stage only after evaluation process of Technical bid.

6. Tenders received late will not be considered.
7. 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 Company, the Names and addresses of Directors and registration number be expressly mentioned.
8. Rates shall remain valid for the entire contract period of 12 months from the date of award.
9. Rates are required to be quoted according to the units indicated i.e., rate per kilogram of the weight. GST as applicable should be quoted separately.

10. 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.
11. 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.
12. 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.
13. 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.
14. The bidder shall produce documentary proof of the authority of the person signing the bid.
15. 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.
16. The Firms registered with **National Small Industries Corporation (NSIC) or Micro Small and Medium Enterprises (MSME)** are exempted from payment of Earnest Money Deposit on submission of valid registration certificate as per rule of GFR, 2017 and DoE O.M. No. F.5/4/2018-PPD dated 28.02.2018.
17. Canvassing in any form will disqualify the tenderer for the present tender, and may be in future too.
18. Interested bidder, if they wish may also inspect the quantities at Regional Centre, Jaipur only on specified dates and time given.
 - (i) All bid pages shall be signed and stamped by the authorized signatory bidder as proof of having read the contents.
 - (ii) All entries in the bid form should be legible & filled clearly.
 - (iii) The bid shall contain no over writing / cutting.
19. The Tender, complete in all aspects should be submitted in the prescribed forms along with all supporting documents in a sealed envelope super scribing "Tender for sale /disposal of used/Unused Answer Books and Question Papers/OMR Sheets containing both Technical bid and Financial bid sealed separately then sealed in big envelope addressed to the **Regional Director, NIOS, Regional Centre Jaipur Sri Krishnam, 5-6, Padmavati Colony, Near Mansarovar Metro Station, Kings Road, Nirman Nagar, Jaipur - 302006 (Rajasthan)** and be dropped in the tender box kept at the ground floor on or before **03-09-2026 upto 2:00 PM.**

Date:

Signature:

Seal of company/firm

National Institute of Open Schooling (NIOS)

Regional Centre, Jaipur

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 authorized 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. Bid Prices: - Bidders offering firm prices plus GST as applicable will be preferred, and there should be no cutting and over writing.

3. Bid Security/Earnest Money Deposit (EMD): - The Bid should be accompanied by a Bid Security/Earnest Money Deposit (EMD) of **Rs 15,000/- (Rupees Fifteen Thousand only)** drawn in the form of Demand Draft in favour of the Secretary, NIOS payable at Jaipur. In case of successful bidder, it shall be considered as an advance paid to NIOS for purchase of materials. In case of that unsuccessful bidder, Bid Security received with application form shall be returned after opening and finalization 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 successful bidder/contractor shall furnish a **Performance Security equivalent to 5% to 10% (Five to Ten Percent) of the contract value** within **two (02) working days** from the date of issue of the Letter of Acceptance/Work Order and **before lifting the materials**. The Performance Security shall be submitted in the form of a **Demand Draft** drawn in favour of the **Secretary, National Institute of Open Schooling (NIOS), payable at Jaipur**.

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 and 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 the paper mill for re-pulping to ensure secrecy. Any breach of confidentiality shall attract forfeiture of performance Security, blacklisting of the firm for 03 years, and legal action under BNS, 2023 and IT Act,2000

7. An **utilization 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**: - In the event of the Contractor's failure to lift/purchase the waste paper/materials as stipulated under the contract, NIOS shall have the right:
 - a) To recover from the Contractor, as agreed liquidated damages by way of penalty, a sum equivalent to **2% of the value of the waste paper/materials** that the Contractor has failed to purchase, for the period during which such purchase remains in arrears; **or**
 - b) To dispose of the waste paper/materials elsewhere, without prior notice to the Contractor, at the Contractor's risk and cost. For this purpose, NIOS may sell the unpurchased waste paper/materials or materials of a similar description (where materials exactly matching the specifications are not, in the opinion of NIOS, readily disposable, and such opinion shall be final), without cancelling the contract in respect of consignments not yet due for clearance.
 - c) To cancel the contract, either wholly or in part, and, if deemed necessary, to sell or authorize the sale of the waste paper/materials not taken delivery of, or materials of a similar description (where materials exactly matching the specifications are not, in the opinion of NIOS, readily disposable, and such opinion shall be final), at the risk and cost of the Contractor.
9. In the event of action being taken under sub-clauses **(ii) and (iii) of Clause 8**, the Contractor shall be liable for any loss, damage, cost, or expense that NIOS may incur as a consequence thereof. If the waste paper/materials are resold by NIOS within one month from the date of the Contractor's failure to perform its obligations, the Contractor shall be responsible for any deficiency arising from such resale.
 - a) However, the Contractor shall not be entitled to claim any profit or gain arising from the resale of the materials made following such default. The manner, method, and terms of such resale shall be entirely at the discretion of NIOS, and the decision of NIOS in this regard shall be final and binding on the Contractor.
 - b) It shall not be necessary for NIOS to serve any notice of such resale upon the defaulting Contractor. The rights conferred under this clause shall be without prejudice to any other rights and remedies available to NIOS, including the right to recover damages for breach of contract.
10. **Extension of time**: - As soon as it becomes apparent that the prescribed period for lifting the obsolete materials cannot be adhered to, the Contractor shall submit a written request to NIOS seeking an extension of time, stating the reasons for the delay. If the failure of the Contractor to lift the obsolete materials within the stipulated period arises from circumstances which, in the opinion of NIOS, are reasonable and justified, NIOS may, at its sole discretion, grant an extension of time for performance of the contract. The grant of such extension shall not prejudice any rights of NIOS under the contract and shall be without prejudice to the right of NIOS to recover damages or take any other action for breach of contract, wherever applicable.

11. **Lifting timeline & Ground rent:** - The contractor shall have to deposit in advance an estimated amount as NIOS may decide before lifting the lot of obsolete materials. Material shall be lifted within 7 working days from the date of the final payment, failing which ground rent @ 500/- per day shall be charged. The weightment shall be done only at a Government-approved Dharam Kanta (Weighbridge). The weighment slip issued by the approved weighbridge shall be treated as final for determining the quantity of material.
12. **Recovery of Dues and Adjustment of Security Deposit:** - In the event of any delay in completion or delivery of services/stores, a penalty by way of Liquidated Damages @ 0.5% per week or part thereof shall be levied, subject to a maximum cap of 10% of the total contract value, after which NIOS reserves the right to terminate the contract at the risk and cost of the supplier.
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:** - Any dispute or difference arising out of or in connection with this contract shall be referred to arbitration by a sole arbitrator appointed with mutual consent of both parties, in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of arbitration shall be New Delhi and the proceedings shall be conducted in English language. The award of the arbitrator shall be final and binding on both parties only as per applicability.
15. **Dispute Resolution:** - In the event any dispute arising between the National Institute of Open Schooling (NIOS) and Contract agency cannot be resolved within (specify a certain period) through dispute resolution process, e.g., Mediation, Arbitration then jurisdiction shall be determined in accordance with the laws of the land, as prescribed.
16. **Mediation:** - In the event of any dispute arising between the parties, they shall first attempt to resolve the same through mediation, in accordance with the rules and procedures of Mediation Act. The parties agree to mediate any disputes arising under or in connection with this contract, before resorting to arbitration or litigation.
17. **Force Majeure:-** Neither party shall be liable for any failure or delay in performing its obligations under this Contract, if such failure or delay is due to any cause beyond the reasonable control of the party, including but not limited to :
- a) Acts of God, such as earthquake, floods, storms, or other natural disasters.
 - b) War, terrorism, riot, civil unrest, or other forms of violence.
 - c) Government orders, regulation, or laws.
 - d) Strikes, lockouts, or other labour disputes.
 - e) Unforeseen circumstances, such as power outages, equipment failures, or other unforeseen events.

In the event of a force majeure, the affected party shall: -

- a) Immediately notify the other party in writing of the force majeure event;
- b) Use all reasonable efforts to mitigate the effects of the force majeure event.
- c) Resume performance of its obligations as soon as reasonably possible.

If the force majeure event continues for a period of 90 days, either party may terminate this Contract upon written notice to the other party.

18. **Termination:** NIOS reserves the right to terminate the contract by giving 15 days' written notice without assigning any reason. No claim for compensation shall lie in such case.
19. **Fall clause:** If the contractor reduces its price or sales similar material to any other Govt. Department/organization at a lower rate during the contract period, the same benefit shall be passed on to NIOS.
20. **Language of Arbitration:** - The language of arbitration proceedings, including all submissions, pleadings, evidence, and awards, shall be English only.
21. **Counter Terms and Conditions:** - Any counter terms and conditions or printed conditions submitted by the Purchaser/Contractor along with the bid, quotation, or correspondence shall not be binding upon NIOS unless specifically accepted in writing by an authorized representative of NIOS.
22. **Signing and Submission of Bid:** - The bid shall be liable to rejection if complete information is not furnished or if the particulars and data required in the bid documents are not duly filled in. Particular attention shall be paid to the stipulated delivery and lifting schedules, as time shall be deemed to be of the essence of the contract. The contract shall be governed by these General Terms and Conditions and any other conditions specifically incorporated therein.
23. **Authority for Signing of Bid and Contract Documents:** - The individual signing the bid, quotation, or any other document connected with the contract shall clearly indicate the capacity in which he signs, namely:
- (a) As the sole proprietor of the concern or as the duly constituted attorney of the sole proprietor;
 - (b) As a Director or Principal Officer duly authorized by the Board of Directors, in the case of a company;
 - (c) As a partner of a partnership firm, provided that he is duly authorized to execute contracts and refer disputes to arbitration on behalf of the firm by virtue of the partnership deed or a valid power of attorney;
 - (d) In the case of a partnership firm, a notarized copy of the partnership deed or the power of attorney shall be furnished unless the same has already been submitted to NIOS. Alternatively, an affidavit on appropriate stamp paper, duly sworn by all partners confirming the execution of the partnership deed or power of attorney, may be submitted. An attested copy of the firm's registration certificate shall also accompany the bid documents;
 - (e) Where no partner has been specifically authorized to act on behalf of the partnership firm, the bid and all related documents shall be signed by all partners of the firm.

24. **Authority of Signatory:** - A person signing the bid or any document forming part of the contract on behalf of another person or entity shall be deemed to warrant that he possesses the requisite authority to do so.

If, upon verification, it is found that the signatory lacked such authority, NIOS shall be entitled to cancel the contract and hold the signatory personally liable for all costs, losses, consequences, and damages arising therefrom.

Date...

Signature of the Bidder
Seal of the company with address