

Tender Document

KERALA BOOKS AND PUBLICATIONS SOCIETY
(An Undertaking of Government of Kerala)
KAKKANAD P.O., KOCHI – 682 030
Telephone: 0484-2422343

No. P2-3208/2023-2024/003

dated : 12/08/2023

Containing general condition of contract and schedule for the purchase and removal of waste paper/ materials for the year 2023-2024.

NAME OF TENDERER

.....

ADDRESS

.....

.....

.....

.....

.....

SIGNATURE OF TENDERER

.....

FORM OF TENDER

Sir,

I/We hereby tender to purchase & removal, under the annexed General conditions of contract, the whole of the articles referred to and described in the attached specifications and schedule, or any portion thereof, as may be decided by the Kerala Books and Publications Society, Kakkanad P.O., Kochi-30, at the rates quoted against each item. The articles will be removed within the time and at the place specified in the schedule.

*I/We am/are remitting/have separately remitted the required amount of
₹..... as earnest money.

Yours faithfully

Signature :
Name and Address :
.....
.....
.....

Place:

Date :

*to be scored off in cases where no earnest money deposit is furnished

GENERAL CONDITIONS

Tenders are invited for the purchase and removal of the waste materials as specified in the schedule below/attached.

1. The tenderers should quote the rate and terms through the GEM portal.
2. The tenders should be in the prescribed form. Tenders which are not in the prescribed form will be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency will not be accepted.
3. No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating to the period of firmness and tenders with price variation clause and/or 'subject to prior sale' conditions are liable to be rejected
- 4 (a) The Earnest Money Deposit should be remitted as per the norms of tender. The earnest money of the unsuccessful tenderers will be returned, without interest, after the tenders are settled.
(b) The EMD exemption/Security Deposit exemption allowed for any tenderers/Contractors during the preceding year/years may be treated as cancelled. The tender when submitted shall invariably contain EMD and agreement, failing which the tender submitted will be treated as invalid. Request for adjustment of any EMD/SD/any other amount due to the tenderer from the society will not be allowed under any circumstance.
5. The tenders will be opened on the appointed day and time in the office of KBPS, Kakkanad through online.
6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money/Security Deposit if any, deposited by him will be forfeited or will take any action against him which the society think fit.
7. The tenderer should make his own arrangement for activities like packing, stacking, bailing, loading, unloading etc. if found required for removal of waste materials from KBPS and weighment will be made on any of the weighing machine of the Society under the supervision of such of the officers deputed by the Managing Director. They can make use of the Hydraulic bailing machine of the Society which provide significant financial savings to the Contractor.
8. The final acceptance of the tenders rest entirely with the Society who do not bind themselves to accept the highest or any tender. But the tenderers on their part should be prepared to carry out such portion of the removal of waste paper materials included in their tenders as may be allotted to them.
9. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillments of the contract within the period to be specified in the letter of acceptance. The Contractor will have to pay all stamp duty, lawyer's charges and other expenses incidental to the

execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 10 below.

10. The successful tenderer before signing the agreement within the period specified in the letter of acceptance of his tender, shall deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited (EMD) by him along with his tender. The amount of security may be as Fixed Receipt of any nationalized bank endorsed in favour of Kerala Books and Publications Society. Letters of guarantee in the prescribed form for the amount of security from an approved bank will also be considered enough at the discretion of the Society. If the successful tenderer fails to deposit the security and to execute the agreement as stated above, the earnest money deposited by him will be forfeited and the work will be awarded to somebody else at the defaulter's risk and cost. Any loss incurred or damage suffered by the Society in this regard, will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm, their registration is also liable to be cancelled.
11. In case where a successful tenderer, fails to purchase and clear any of the said articles and things within the time provided for clearance of the same, or in the case the Contractor commits any breach of any of the covenants, stipulations of the contract/ agreement herein contained, and on his part to be observed and performed, then in any such case, it shall be lawful for the Society (if they shall think fit to do so) to terminate the contract and make arrangements for the sale of the articles and things to somebody else, on behalf of the Society. The Society shall have the right to recover from the Contractor such expenses incurred, or loss sustained in this regard. If the Society has been put to any loss, damages or expenses by reason of such alternate arrangements made by the Society for disposal of the said articles and things or by reason of this contract having been so put an end to or in case of any difference in price, compensation loss, costs, damages, expenses or other moneys shall be payable by the Contractor to the Society under and by virtue of this contract, it shall be lawful for the Society under or by virtue of this contract or otherwise. The Society deems the right to recover loss/damage from any money balance thereof due or owing to the Contractor by the Society. As aforesaid, all such costs, damages and expenses they may have sustained, incurred or been put to the Society by reason of the disposal made elsewhere, the Contractor shall pay and reimburse these to the Society. Also, any such difference in price, compensation, loss, cost, damages, expenses and other money as shall be from time to time, have to be payable by the Contractor.
12. It is mutually agreed between the parties that in case of any dispute or difference between the parties, the same shall be settled by mutual discussion and if not settled, all the disputes and differences shall be referred to a sole arbitrator to be appointed by the Managing Director of the Society. The venue of Arbitration shall be at Ernakulam. The Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996, as amended

from time to time. The Courts at Ernakulam alone shall have jurisdiction over the subject matter of the contract.

13. The Security Deposit subject to the conditions specified herein, shall be returned to the Contractor, without interest, after two months of the expiration of the contract, but in the event of any dispute arising between the Society and the Contractor, the Society shall be entitled to deduct the amount of such damages, costs, charges, expenses etc. from the deposits or the balance thereof to the Contractor. The said damages, costs, charges or expenses etc., may also be deducted from any other sum which may be due at any time from the Society to the Contractor.
14. (a) All payments (if any) to the contractors will be made by Managing Director in due course either by cheques/D.D. of any nationalized bank.
(b) All incidental expenses incurred by the Society for making payments outside the district in which the claim arises shall be borne by the Contractor.
15. The Contractor shall clear waste materials against payment as per the direction from the management. If the accumulated waste is not removed within the proposed time, lease interest of the site will be levied from the Contractor as per the amount decided by the Society. Penal interest will be recovered on periodic tenancy, if the waste is not taken in due course by the Contractor.
16. The Contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The Contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing to the Society who shall have absolute power to refuse any such consent or to rescind such consent (if given) at any time, if the Society is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Contractor or the sub-Contractor upon such rescission and the Contractor shall not be relieved from any obligation, duty or responsibility under this contract, if such consent is given at any time.
17. In case the Contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the Contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to damages amounting to the whole of his Security Deposits, the contract shall, thereupon after notice given by the Society to the Contractor, be determined and the Society may complete the contract in such time and manner and through such persons, as the Society shall think fit, at the risk and cost of the Contractor. But such determination of the contract shall be without any prejudice to any right or remedy of the Society against the Contractor or his sureties in respect of any breach of

contract therefore committed by the Contractor. All expenses and damages caused to the Society by any breach of contract by the Contractor, shall be paid by the Contractor and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

18. Any sum of money due and payable to the Contractor (including Security Deposit returnable to him) under this contract may be appropriated by the Society and set off against any claim of the Society for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Society. Any sum of money due and payable to the successful tenderer or Contractor from the Society shall be adjusted against any sum of money due to the Society from him under any other contracts.
19. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business or may be handed over to his agent personally, or may be addressed to the Contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the Contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.
20. No representation for reducing of rates once accepted will be considered.
21. Any attempt on the part of the tenderers or their agents to influence the officers concerned in favour by personal canvassing will disqualify the tenderers.
22. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in collection or failure to remove waste within the stipulated period.
23. The price quoted should be **exclusive of all taxes, duties and cesses**, which are or may become payable by the Contractor under existing or future laws or rules of the country of origin during the course of execution of the contract.
24. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the Society.
25. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value ₹ 200/- purchased in the Kerala State. Stamp paper will be supplied to firms outside Kerala on payment of ₹ 250 (₹ 200/- being the value of the stamp paper and ₹50/- incidental charges) which may be remitted by money order in advance. A specimen form of agreement is given along with this tender. Tenders without the agreement in stamp paper will be rejected outright.
26. The Contractor is allowed to remove only those items for which contract are given to him.

- 1) Subscription : No. P2-3208/2023-2024/003
Dated 12/08/2023 for gunny/plastic packing materials
- 2) Due date time for receipt of Tender : 11 : 00 a.m. on 22/08/2023
- 3) Due date time for opening of Tender : 11 : 15 a.m. on 23/08/2023
- 4) Date up to which the rates are To be firm : Up to 31/03/2024
- 5) Address of the Officer to whom tenders are to be send : Managing Director,
KBPS, Kakkanad,
Kochi- 682 030

Name of Office:

Station and Date

(Signature and Designation of the Officer)
Managing Director,
KBPS, Kakkanad

Managing Director

Kerala Books and Publications Society
Kakkanad, Kochi-682030

SCHEDULE OF WASTE MATERIALS

| Sl. No. | Specification | Quantity Approximately in MT (monthly) |
|---------|---------------------------------|--|
| 1 | 2 | 3 |
| | Gunny/plastic packing materials | 1 |

Period within which goods should be cleared: All days except holidays of every month or as per instruction from the Society from time to time so as not to permit accumulation of the item of waste paper beyond the limit prescribed by the Society.

Other Special Conditions

No. P2-3208/2023-2024/003

GST no: 32AAATK2642L1ZR

Date: 12/08/2023

Re-auction invited through GEM

(Sale of waste papers/materials)

Re-auction are invited for the purchase and removal of the following waste papers/materials up to 31.03.2024.

| Sl. No. | Name of Materials | Probable monthly accumulation in Metric Tonnes | EMD | SD |
|---------|---------------------------------|--|-----------|----------|
| 1. | Gunny/plastic packing materials | 1 | ₹ 1,945/- | ₹9,726/- |

The packing, stacking, bailing, loading and unloading should be arranged by the contractor. While quoting the rates, the said factors have to be taken into account by the auctioneer.

Terms and Conditions:

1. All auctions shall be accepted only through online mode (<https://mkp.gem.gov.in>.) through GEM portal and no manual submission of the same shall be allowed. Re-submission of offer is possible, before last date as permitted in the site.

2. Intending auctioners may submit the auctions on their own papers/letter heads.

3. The offer should be valid up to 31.03.2024.

4. EMD as mentioned above should be remitted through online. The auction when submitted shall invariably contain EMD failing which the auction submitted will be treated as invalid.

5. The near relatives of employees of KBPS are not eligible to participate in the auction. The relationship for the purpose will be as specified in the Annexure 21 of Stores Purchase Manual (extract given as Annexure A). In addition to this mother's sister's son/daughter shall also deemed to be a relative. **The duly filled, signed and sealed declaration (Annexure B) in this regard, should be submitted**

along with the auction, else the auction will be considered as per the relevant clauses of SPM.

6. Auctions received should have a preliminary agreement (as per the specimen attached) executed on Kerala Stamp Paper worth ₹ 200/- which is duly filled, signed and sealed on all its pages, else it will be considered as per the relevant clauses of SPM.

7. Auctions received should have the scanned copy of the auction document which is duly filled, signed and sealed on all its pages, else it will be considered as per the relevant clauses of SPM.

8. Offers are acceptable only up to 11: 00 am on 22/08/2023. Late auctions will not be accepted.

9. Opening of bid is scheduled at 11: 15 am on 23/08/2023.

10. ***Rates should be quoted exclusive of taxes in GEM portal itself. Rates quoted elsewhere will not be considered.***

11. For finalizing the auction in order to give work order to the successful bidder, the performance of the bidders during the previous contract periods, if any, will also be considered.

12. The successful auctioneer has to execute an agreement on Kerala stamp paper worth ₹ 200/- and also furnish security deposit as mentioned above by DD in favour of Managing Director, Kerala Books and Publications Society.

13. ***The parties are requested to specify their GST no. and Permanent Account Number (PAN).***

14. All the rights to accept or reject whole or part of the auction without assigning any reason thereof is reserved by the Society. The decision of the Society will be final and binding on the auctioneer.

15. All rules and regulations of the auction shall be in accordance with the Stores Purchase Manual of the Government of Kerala.

16. Parties/contractors who have defaulted in executing any purchase order/contract with KBPS or whose purchase order/contract was terminated by KBPS are not eligible to participate in this auction.


MANAGING DIRECTOR


Kerala Books and Publications Society
Kakkanad P.O., Kochi - 30

Place: Kakkanad.
Date : 12/08/2023

Copy to: PM/Fin/Stores/FGS/ P&A5/127 - To publish the notice in suitable dailies/
IT section - To hoist in our website/Vendors as per list/Notice Board.

Note:

- The agreement should be signed and sealed in every page and 2 witnesses should be signed in the last page.
- Annexure B should preferably be in letter head and duly filled, signed and sealed.


10/8/23 B
10/8/23

Annexure A

EXTRACT FROM THE STORES PURCHASE MANUAL OF KERALA

Meaning of "Relative"

A person shall be deemed to be a relative of another if, and only if,

- a) they are members of Hindu undivided family or;**
- b) they are husband and wife; or**
- c) the one is related to the other in the manner indicated in Schedule 1-A**

Schedule 1 A List of Relatives

- | | |
|---------------------------------------|-----------------------------------|
| 1) Father | 2) Mother (including step-mother) |
| 3) Son (including step-son) | 4) Son's wife |
| 5) Daughter (including step-daughter) | 6) Father's father |
| 7) Father's mother | 8) Mother's mother |
| 9) Mother's father | 10) Son's son |
| 11) Son's son's wife | 12) Son's daughter |
| 13) Son's daughter's husband | 14) Daughter's husband |
| 15) Daughter's son | 16) Daughter's son's wife |
| 17) Daughter's daughter | 18) Daughter's daughter's husband |
| 19) Brother (including step-brother) | 20) Brother's wife |
| 21) Sister (including step-sister) | 22) Sister's husband |
| 23) Husband's father | 24) Husband's mother |
| 25) Husband's sister | 26) Wife's father |
| 27) Wife's mother | 28) Wife's brother |
| 29) Wife's sister | 30) Wife's sister's husband |
| 31) Father's brother | 32) Father's sister |
| 33) Mother's brother | 34) Mother's sister |
| 35) Father's sister's husband | 36) Father's brother's wife |
| 37) Mother's brother's wife | 38) Mother's sister's husband |
| 39) Brother's son | 40) Brother's son's wife |
| 41) Brother's daughter | 42) Sister's son |
| 43) Sister's daughter | 44) Father's brother's son |
| 45) Father's brother's daughter | 46) Father's sister's son |
| 47) Father's sister's daughter | 48) Mother's brother's son |
| 49) Mother's brother's daughter | |

Annexure B

DECLARATION

FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN KBPS

I.....S/o

Sri.....

Hereby certify that none of my relative(s) as defined in the auction notice are employed in KBPS as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, Managing Director, KBPS shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the auctioner with seal

The relationship for the purpose will be as specified in Annexure 21 of Stores Purchase Manual of Kerala (extract given as Annexure A).

In case of proprietorship firm, certificate will be given by the proprietor, and in case of

Partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the auction/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Place:

Signatory

Date:

Signature of auctioner/Authorized

Name of the auctioner

Seal of the auctioner

AGREEMENT

Articles of agreement executed on this the day of Two thousand and BETWEEN the Managing Director, Kerala Books & Publications Society (hereinafter referred to as "the Society") of the one part and Shri. (H.E. name and address of the auctioneer) (hereinafter to as "the bounden") of the other part.

WHEREAS in response to the Notification No. dated the bounden has submitted to the society a auction for the specification therein subject to the terms and conditions in the said auction;

WHEREAS the bounden has also deposited with the Society a sum of ₹..... (Rupees) as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his auction is accepted by the Society.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the auction submitted by the bounden is accepted by the Society and the contract for is awarded to the bounden, the bounden shall within days of acceptance of his auction execute an agreement with the Society incorporating all the terms and conditions under which the Society accepts his auction.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Society shall have power and authority to recover from the bounden any loss or damage caused to the Society by such breach as may be determined by the society by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Society under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Society may deem fit.

In witness whereof Shri. (H.E. name and designation) for and on behalf of the Kerala Books and Publications Society, Kakkanad P.O., Kochi-692030 and Shri. Bounden have hereunto set their hands the day and year shown against their respective signatures.
Signed by Shri. (date)

In the presence of witness: 1.

2.

Signed by Shri. (date)

In the presence of witness: 1.

2.

Signature of the auctioner with seal