



# KERALA BOOKS AND PUBLICATIONS SOCIETY

(An undertaking of the Government of Kerala)  
Kakkanad P.O. Kochi-682 030, Kerala



No. P2-3208/2023-2024/005

GST no: 32AAATK2642L1ZR

Date: 28/10/2023

## **Re-auction invited through GEM**

### **(Sale of waste papers/materials)**

Re-auction is 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.	Soiled waste including pulp boards, colour cutting and reel edge strips	20	₹ 20,150/-	₹ 1,00,750/-

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:**

#### **I) Submission of bids:**

- 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.
- Intending auctioners may submit the auctions on their own papers/letter heads.
- The offer should be valid up to 31.03.2024.
- EMD as mentioned above should be remitted through online/scanned copy of the DD should be uploaded in the Gem Portal and the hard copy should be send to KBPS along with the other tender documents. The auction when submitted shall invariably contain EMD failing which the auction submitted will be treated as invalid.

v. 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 be 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.**

vi. 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.

vii. 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.

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

ix. 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.

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

## **II) Bid opening and evaluation:**

i. Offers are acceptable only up to 11: 00 am on 12/11/2023. Late auctions will not be accepted.

ii. Opening of bid is scheduled at 11: 15 am on 13/ 11/2023.

iii. 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.

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

v. 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.



vi. 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.

### **III) Corrupt or fraudulent practices:**

A) It is required that the auctioners observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Society and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

iv) "Coercive practice" is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

B) The Society will reject a bid, and/ or award if it determines that the auctioner recommended for award has engaged in any of the corrupt or practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

### **IV. Time of completion:**

Time is the essence of the contract. The clearing of the soiled items against payment, should be started immediately on information via phone calls/e-mail/ letter and should be completed within the time limit specified by us, failing which will lead to penalty being deducted from Security deposit or forfeiture of entire security deposit and the contract will be terminated without notice. The time allowed for carrying out the work as entered in the auction should be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of handing over of the Work order. In the event of the failure to comply with the overall and individual milestones

contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this contract.

**V ) Liquidated Damages:**

i) If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the waste on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Society on account of such breach, pay as compensation, liquidated damage @1(one) percent of the contract price per week of delay or part thereof. The aggregate of such compensation/ compensations shall not exceed 10(ten) percent of the contract value. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Society.

ii) The Agreement Authority, if satisfied, that the work can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion due to force majeure, inclement weather condition, delay on the part of Contractors or tradesmen engaged by the Society not forming part of the Contract, holding up further progress of work and any other causes, which at the sole discretion of the Society is beyond the control of the Contractor. In the event of extension granted being with liquidated damages, the Society will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages equivalent to @ 1 (one) percent of the contract price per week of delay or part thereof.

iii) If the Contractor achieves balance milestones, even though he has failed to achieve initial milestones, and the work has been completed in the specified/original time of completion without causing any loss to the Society, the Society may release the already levied liquidated damages at the sole discretion of the Society.

iv) The Agreement Authority, if not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.

v) The Agreement Authority, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

vi) In the event of such termination of the contract as described in the clauses V(iv) and V(v) or both, the Society shall be entitled to recover liquidated damages



up to 10(ten) percent of the contract value and forfeit the Performance Guarantee/ Security deposit made by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.

vii) The society may waive the payment of compensation in the case of contracts where milestones are fixed, depending upon merit of the case, on request received from the Contractor if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any penalty.

#### **VI) Contractor's default:**

If the Contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, or shall contravene the provisions of the Contract, the Agreement Authority may give notice in writing to the Contractor to make good the failure, neglect or contravention explained of. If the Contractor fails to comply with the notice, the Agreement Authority is at liberty to employ other workmen and forthwith execute such part of the work as the Contractor may have neglected to do or if the Agreement Authority shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract to take the works wholly or in part thereof and the Agreement authority shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be plus a fine of 20 percent of the value of the work so carried out. If the cost of completing the works or executing a part thereof as aforesaid plus a fine of 20 percent of the value of work so carried out shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of liquidated damages for delay mentioned in clause V, which the Contractor shall have to pay if the completion of works is delayed. In addition, such action by the Agreement Authority as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause V. The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the Contracts including the Defects liability period.

#### **VII) Programme chart/milestones:**

i) The Contractor should strictly adhere to the agreed milestones, if any for the work. If the milestones are not achieved by the Contractor, the Contractor shall pay the Society liquidated damages as per clause V. However, release of interim Liquidated Damages can be considered in case the very next Milestone is achieved on time. Extension of time for any milestone if allowed has to be obtained in writing from the Agreement authority well in advance of completion dates.



#### **VIII) Penalty/fine for non-compliance of safety codes & labour laws:**

If non-compliance with safety codes as in Clause no. X and XI the labour laws etc. is reported the Contractor shall immediately make all reasonable effort to correct such non-compliance and to ensure that there is no reoccurrence of such non-compliance, if so directed or in any event not more than 10(ten) hours after receipt of such notice

i) If the Contractor fails to do so, the Society shall levy fine of Rs.1,000/- (Rupees One Thousand only) per head per day of the total number of labourers employed on that particular day at site for not complying with safety codes & labour laws etc.

#### **IX) Protection of Environment:**

The Contract understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of the Work. The Contractor shall ensure inter-alia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the Society in this regard

#### **X) First Aid Facilities:**

The Contractor shall provide adequate first aid facilities at site.

#### **XI) Labour regulations:**

i) The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948. Employees Liability Act 1938, Workmen's Compensation Act-1923, Employees State Insurance Act-1948, Employees Provident Fund Act-1952, Industrial Disputes Act-1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act-1970 and the Factories Act-1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Society from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. The Contractor shall provide workman compensation policy to their employees to cover personal injury or death. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The



Contractor shall at his own cost obtain a valid license for himself and the Employer under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licenses until the completion of the Work.

ii) Payment of wages: The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central/ Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central local authorities (State, District or other local Authorities). In case the contractor fails to pay fare wages as required by the authorities then the Society shall be entitled to do so and receives such as including associated cost incurred by them in doing so from the contractor

iii) Model Rules: The Contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control etc. for workers employed directly or indirectly on the Work and in the workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the Contractor.

iv) Safety Codes: In respect of all labour, directly or indirectly employed on the Work for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in

(a) Safety codes of Central Public Works Department and Bureau of Indian Standards, (b) The Electricity Act, (c) The Mines Act, and Regulations, (d) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable. Precautions as stated in the safety clauses are of minimum necessity and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the Society's Consultants, Employer's Representatives and supervisor-in-Charge's representatives or any member of the public or resulting in the death of any of these. Protective gear such as safety helmets, boots, belts, gloves, spectacles, nets, fire extinguishers etc. shall be provided by the Contractor at his own cost to all his manpower at the Site. The Contractor shall impose such requirements on all

Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Work. The Society, Supervisor in charge of waste management, Supervisor in charge of waste management's Representative shall each have the right to stop any person not wearing such protective gear from working on the Site.

v) In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Society shall be entitled (but not obliged) to do so and recover the costs thereof from the Contractor. The decision of the Supervisor-in-Charge/Waste disposal committee in this regard shall be final and binding on the Contractor.

Place: Kakkanad.  
Date :28/10/2023

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

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.



## 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/oSri.....  
.....

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

Signature of auctioner/Authorized

Date:

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

**Auction Document**

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

No. P2-3208/2023-2024/005

dated : 28/10/23

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

NAME OF AUCTIONER

.....

ADDRESS

.....

.....

.....

.....

.....

SIGNATURE OF AUCTIONER

.....



## FORM OF AUCTION

Sir,

I/We hereby auction 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

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

1. The auctioners should quote the rate and terms through the GEM portal.
2. The auctions should be in the prescribed form. Auctions which are not in the prescribed form will be rejected. The rates quoted should be only in Indian currency. Auctions in any other currency will not be accepted.
3. No auction 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. Auctions not stipulating to the period of firmness and auctions 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 Gem portal. The earnest money of the unsuccessful auctioners will be returned, without interest, after the auctions are settled.  
(b) The EMD exemption/Security Deposit exemption allowed for any auctioners/Contractors during the preceding year/years may be treated as cancelled. The auction when submitted shall invariably contain EMD and agreement, failing which the auction submitted will be treated as invalid. Request for adjustment of any EMD/SD/any other amount due to the auctioner from the society will not be allowed under any circumstance.
5. The auctions will be opened on the appointed day and time in the office of KBPS, Kakkanad through online.
6. If any auctioner withdraws from his auction 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 auctioner 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 auctions rest entirely with the Society who do not bind themselves to accept the highest or any auction. But the auctioners on their part should be prepared to carry out such portion of the removal of waste paper materials included in their auctions as may be allotted to them.
9. Communication of acceptance of the auction normally constitutes a concluded contract. Nevertheless, the successful auctioner 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 auctioner before signing the agreement within the period specified in the letter of acceptance of his auction, 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 auction. 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 auctioner 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 auctioner, 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 auctioneer 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 auctioneers or their agents to influence the officers concerned in favour by personal canvassing will disqualify the auctioneers.
22. Auctioneers 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 auctioneers attached with the auctions will not be applicable to the contract unless they are expressly accepted in writing by the Society.
25. The auctioneer should send along with his auction 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 auction. Auctions 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.P2-3208/2023-2024/005  
Dated 28/10/2023 for **Soiled waste including pulp boards, colour cutting and reel edge strips**
- 2) Due date time for receipt of auction : 11 : 00 a.m. on 12/11/2023
- 3) Due date time for opening of auction : 11: 15 a.m. on 13/11/2023
- 4) Date up to which the rates are To be firm : Up to 31/03/2024
- 5) Address of the Officer to whom auctions are to be send : Managing Director,  
KBPS, Kakkanad,  
Kochi- 682 030

Name of Office:

Sd/-

Station and Date

( Name and Designation of the Officer)

#### **SCHEDULE OF WASTE MATERIALS**

Sl. No.	Specification	Quantity Approximately in MT (monthly)	Unit
1	2	3	4
	<b>Soiled waste including pulp board, colour cutting and reel edge strips</b>	20	Kg

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