



KERALA BOOKS AND PUBLICATIONS SOCIETY

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

No P3-6045/Ptg/2023/ 1011

GSTIN: 32AAATK2642L1ZR

Dated: 27.02.2023

e-tender notice

e-tenders are invited through www.etenders.kerala.gov.in from competent contractors for "cutting of the reel paper in the required size and finish cutting" from interested parties for a period of one year.

Date & time of tender/bid submission: up to 10:30 a.m. on 16.03.2023

Date & time of tender/bid opening : 20.03.2023 at 11:00 a.m.

Terms and conditions:

- 1) All tenders/bid shall be accepted only through online mode (<https://etenders.kerala.gov.in>) and no manual submission of the same shall be allowed.
- 2) The cutting rate should be quoted per kg for conversion of the reel core with some paper into sheet paper in BOQ itself. Rates quoted elsewhere will not be considered. The rate quoted must be firm for the entire work period. The rate quoted should be inclusive of all applicable taxes.
- 3) Re-submission of offer is possible, before last date as permitted in the site.
- 4) Work should be carried out urgently with best workmanship and free from defects.
- 5) The parties are requested to specify their GST no. and Permanent account no (PAN). Applicable declaration regarding income tax(section 206 AB) in letter head.
- 6) All the rights to accept or reject whole or part of the tender/tender without assigning any reason thereof is reserved by the Society. The decision of the Society will be final & binding on the tenderer.
- 7) Conditional/incomplete bids shall not be considered.
- 8) The near relatives of employees of KBPS are not eligible to participate in this tender. 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 scanned copy of the declaration (Annexure B) in this regard preferably in letter head, which is duly filled, signed and sealed on all its pages should be submitted online.

- 9) The successful bidder shall be responsible for maintaining proper records and registers as required under various statutes and shall pay required contributions in respect of its employees, such as ESI, EPF etc. The Society shall not be responsible under any circumstances, for any statutory obligations in this regard.
- 10) The Contractor to ensure that all mandatory compliances (for workers engaged by contractor) prescribed by labour department as per applicable acts to be complied by the contractor. Any charge/fine imposed on such aspects to be borne by the contractor.
- 11) The Contractor to ensure that all workers (engaged by contractor) are medically insured as prescribed by the acts applicable for the contractor. Any charge/fine imposed on those aspects to be borne by the contractor.
- 12) The workers engaged by successful bidder shall strictly follow the security rules and policies of Society inside the premises.
- 13) **Tenders/bids received online should have scanned 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 treated as per relevant clauses of SPM of Kerala.**
- 14) **An EMD of ₹ 9,000/- should be remitted through online, else the tender/bid will not be considered and will be summarily rejected. For those who possess exemption certificate from executing EMD has to attach the same along with the e-tender. No bidder (except as per relevant clauses of Stores Purchase Manual 2013) shall be exempted from remittance of EMD /Bid security vide G.O (P) No. 448/05/fin dated 13.10.2005.**
- 15) The Society shall not be responsible for any delays, reasons whatsoever in receiving as well as submitting offers, including connectivity issues. **Late tenders will not be accepted.**
- 16) Parties/contractors who have defaulted in executing any work order/contract with KBPS or whose work order/contract was terminated by KBPS are not eligible to participate in this e-tender.
- 17) For finalising the tender 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.
- 18) The successful tenderer has to execute an agreement on Kerala stamp paper worth ₹ 200/- and also has to furnish a security deposit of ₹ 45,000/- by DD in favour of Managing Director, Kerala Books and Publications Society.

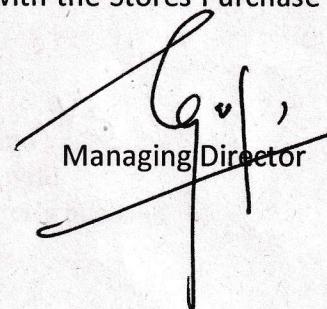
19) All the rights to accept or reject whole or part of the tender without assigning any reason thereof is reserved by the Society. The decision of the Society will be final & binding on the tenderer.

20) Payment will be made on submission of invoices(GST Bill) to the concerned after completing all the formalities and satisfying the conditions of the bid.

21) All disputes are subject to jurisdiction of courts only at Ernakulam, Kerala.

22) In exigency, the contract may be awarded to one or more contractors as per the decision of the Society. All the rights to accept or reject whole or part of the tender without assigning any reason thereof is reserved by the Society. The decision of the Society will be final and binding on the tenderer.

23) All rules and regulations of the tender/bid shall be in accordance with the Stores Purchase Manual of the Government of Kerala.



Managing Director

To

The Vendors/Notice Board/ IT- to uplink in our website
Cc to : PM, CFA, AM (Ptg), Finance, Stores, PPD

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/o.
Sri.....

hereby certify that none of my relative(s) as defined in the tender notice are employed in KBPS as per details 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 tenderer with seal

The relationship for the purpose will be as specified in Annexure 21 of the 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 tender/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:

Signature of tenderer/Authorized Signatory

Date:

Name of tenderer

Seal of the tenderer

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 tenderer) (hereinafter referred to as "the bounden") of the other part.

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

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 tender is accepted by the Society.

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

1. In case the tender 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 tender execute an agreement with the Society incorporating all the terms and conditions under which the Society accepts his tender.
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 where of Shri./Smt. (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 tenderer with seal