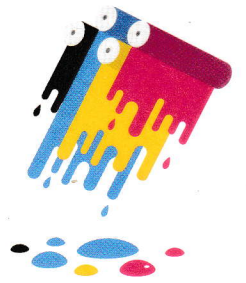




KERALA BOOKS AND PUBLICATIONS SOCIETY

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



No.P3-6045/Bdg/2023/ 4347

GSTIN :32AAATK2642L1ZR

Dated: 28. 10.2023

e-tender Notice

e-tenders are invited through www.etenders.kerala.gov.in from competent binding contractors for undertaking the machine binding works of books after printing [approximate 6 crores books] at our premises for a period of one year as per the specifications given below.

Sl. No.	specifications
1.	1 section + cover
2.	2 section + cover
3.	3 section + cover
4.	4 section + cover
5.	5 section + cover
6.	6 section + cover
7.	7 section + cover

Date & time of e-tender/bid submission:	Up to 11:00 a.m. on 15.11.2023.
Date & time of e-tender/bid opening :	18.11.2023 at 11:15 a.m.

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. An EMD of ₹ 52,000/- 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.

3. Re-submission of offer is possible, before last date as permitted in the site.

4. Rates should be quoted exclusive of taxes in BOQ itself. Rates quoted elsewhere will not be considered. The rate quoted must be firm for the entire work period.

5. The contractor should provide the required manpower to operate the machines. The machines, electricity required for operating the machines, consumables, spares for the machines and machine maintenance will be provided by the Society. Also the contractor will be penalized if any damages are caused to the machine and materials due to the lack of

operational skill from the part of the contractor. The work should be done with best workmanship.

6. The contractor should give an output of minimum 60,000 books per machine/per day, otherwise they will be eligible for the rates decided by the Society.

7. 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 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 should be submitted online, otherwise the tender will be considered as per relevant clauses of SPM of Kerala.**

8. **The parties are requested to specify their GST no. and PAN no. Applicable Declaration regarding income tax (section 206 AB) should be submitted in letter head.**

9. Conditional/incomplete bids shall not be considered.

10. 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.

11. 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.

12. 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.

13. The workers engaged by successful bidder shall strictly follow the security rules and policies of Society inside the premises.

14. **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.**

15. The Society shall not be responsible for any delays, reasons whatsoever in receiving as well as submitting offers, including connectivity issues.

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 e-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. 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.
19. All disputes are subject to jurisdiction of courts only at Ernakulam, Kerala.
20. 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.
21. Successful tenderer has to execute an agreement in ₹ 200/- non judicial Kerala stamp paper, applicable Declaration regarding income tax (section 206 AB) should be submitted in letter head and also to furnish Security Deposit @ 5% of the contract by DD/FDR in favour of Managing Director, Kerala Books and Publications Society.
22. Penalty amount will be levied from the contractor for the defects in the books due to operational defects of the contractor.
23. Amount spent for the defects in the machine made by the contractor, mainly overspeed, knife setting etc. will be levied from the contractor.
24. In the case of a binding shortage of books resulting from negligence from the part of the contractor or the workers deployed by the contractor, penalty will be imposed. These penalties can include financial penalties, termination of the contract, or other remedies as outlined in the contract agreement.
25. All rules and regulations of the e-tender/bid shall be in accordance with the Stores Purchase Manual of the Govt. of Kerala.


Managing Director

To

Vendors as per list.

Cc to P.M,AM(Ptg), AM(Bdg)Stores, Fin & Accts, PPD., Notice Board, IT-To uplink and notify in our Website

Admin: To publish in Gazette

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 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 tenderer with seal

The relationship for the purpose will be as specified in 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:
Date:

Signature of tenderer/Authorized Signatory

Name of the 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. (here enter the name and address of the tenderer) (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 tender for the specified 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 and 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. (here enter name and designation) for and on behalf of the Kerala Books and Publications Society, Kakkanad P.O., Kochi-692030 and Shri. the bounden have here unto 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