

## KERALA BOOKS AND PUBLICATIONS SOCIETY

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



No P3-6045/Ptg/2023/ 277

Dated : 18.01.2024

### RE-TENDER NOTICE

Sealed competitive tenders superscribing **"Re-Tender for printing on RO-66 Web machines due on 02.02.2024"** are invited for the printing and supply of 4 colour and black & white works in our 4 colour RO-66 Web machines with your workmen as per the specifications given below.

#### Specifications

#### Rate

1. Printing charge upto 5000 copies( including 5000 copies) of 8 page form in A4 size, both side 4 colour printing :
2. Printing charge upto 5000 copies( including 5000 copies) of 8 page form in A4 size, both side black & white printing :
3. Printing charge upto 5000 copies( including 5000 copies) of 8 page form in A4 size, both side 2 colour printing :

1) The envelopes sealed in four sides and middle by using lacquer seal containing the tender should bear the superscription **"Printing on RO-66 Web machines"** & should be addressed to the Managing Director, Kerala Books and Publications Society, Kakkanad P.O., Kochi - 30. **The rate should be quoted (preferably in your letter head) inclusive of all applicable taxes.**

2. The printed materials should be thoroughly sorted by the printer so as to confirm that there should not be any blank sheets or faulty printed sheets. If any faulty sheets found in the printed materials and cause any loss to the Society, it will be deducted from the bill.

3. The contractors have to engage skilled personals as operators in our machines and contractor shall be responsible for any damage for machine on account of misuse.

4. The parties are requested to specify their GST no. and Permanent account no. (PAN).

5. An EMD of ₹ 4,700/- in the form of DD in favour of Managing Director, KBPS should be attached along with the tender 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 tender. No bidder (except as per relevant clauses of Stores Purchase Manual 2013) shall be exempted from remittance of EMD /Bid security.

6. The near relatives of employees of KBPS are not eligible to participate in the 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 copy of the declaration (Annexure B) in this regard preferably in letter head, which is duly filled, signed and sealed should be submitted, otherwise the tender will be rejected.**

7. The materials for printing viz. paper, ink, etc. will be supplied by the Society.

8. The Government allowed percentage of wastage will be given for printing, ie. for text books -6%, for commercial -1colour -2%, 2 colour- 3%, 4 colour -4%(1 colour, 2 colour and 4 colour) and the cost of excess consumption of paper, if any, will be deducted from the bill.

9. The tender should reach the undersigned on or before 11 a.m on 02.02.2024. The Society shall not be responsible for any delays, reasons whatsoever in receiving as well as submitting offers. The Society shall not be responsible for any postal or other delays in submitting required documents wherever applicable. **Late tenders will not be accepted.** The tenders will be opened at 11.30 a.m. on 03.02.2024.

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

11. 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.

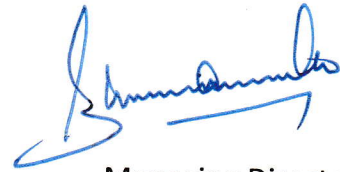
12. All the rights to accept or reject whole or part of the tender without assigning any reason thereof is reserved by the Society. The decision of the Society will be final and binding on the tenderer.

13. 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. Any charge/fine imposed on those aspects should be borne by the contractor.



14. The Contractor to ensure that all workers (engaged by contractor) are covered under insurance schemes as prescribed by the acts applicable for the contractor. Any charge/fine imposed on those aspects to be borne by the contractor.
15. 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.
16. 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.
17. All disputes are subject to jurisdiction of courts only at Ernakulam, Kerala.
18. 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.
19. 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.
20. The workers engaged by successful bidder shall strictly follow the security rules and policies of Society inside the premises.
21. Applicable Declaration regarding income tax section 206AB should be submitted in letter head.
22. Successful tenderer has to execute an agreement in ₹ 200 non judicial Kerala stamp paper, applicable Declaration regarding income tax should be submitted in letter head and also to furnish Security Deposit for ₹ 23,500/- by DD in favour of Managing Director, Kerala Books and Publications Society.
23. In the case of printing 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.

24. 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

PM/AM(Ptg)/Fin/Stores/Planning/Binding/Notice Board  
Vendors as per list.

**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:

Signatory

Date:

Signature of tenderer/Authorized

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