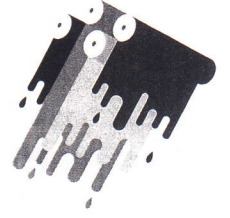




KERALA BOOKS AND PUBLICATIONS SOCIETY

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



GST no: 32AAATK2642L1ZR

No. P2-3208/07/2024-2025/545

Date: 5/02/2024

Re-Auction invited through GEM

(Sale of waste papers/materials)

Re-auction is invited for the purchase and removal of Gunny/plastic packing materials for a period of one year.

Sl. No.	Name of Materials	Probable monthly accumulation in Metric Tonnes	EMD	SD
1.	Gunny/plastic packing materials	1	₹ 3,262/-	₹16,308/-

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 tenderer.

Terms and Conditions:

1. All tenders/bid 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 tenderers may submit the tenders on their own papers/letter heads.

3. The offer should be valid for a period of one year. The Society reserves the right to extend or shorten the period of work contract based on the performance of the successful contractor.

4. **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 tender when submitted shall invariably contain EMD failing which the tender submitted will be treated as invalid.**

5. 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 be deemed to be a relative. **The duly filled, signed and sealed declaration (Annexure B) in this regard, should be submitted along with the tender, else the tender will be considered as per the relevant clauses of SPM.**

6. Tenders/bids 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. Tenders/bids received should have the scanned copy of the tender 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 15/02/2024. Late tenders will not be accepted.

9. Opening of bid is scheduled at 11: 15 am on 16/02/2024.

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

11. For finalizing 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. The successful tenderer 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 tender 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 tender/bid shall be in accordance with the Stores Purchase Manual of the Government of Kerala.

16. 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.

17. 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.

18. 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.

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

20. 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 tender.



MANAGING DIRECTOR

Place: Kakkanad.
Date : 05/02/2024

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/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 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 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 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. (H.E. 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 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 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 tenderer with seal