

**THE KERALA STATE CO-OPERATIVE BANK LTD.
THIRUVANANTHAPURAM**

TENDER

**CONTAINING PRINTING AND SUPPLY
OF
CALENDAR AND DIARIES
2019**

Name of Tenderer :

Address :

Signature of Tenderer :

Last date and time for the receipt of tenders 24.09.2018 at 1.00 P.M.

Sd/-
Managing Director

FORM 14
(See Chapter VII, Article 143)

Sir,

I/We hereby tender to supply under the annexed general conditions and special conditions of contract, the whole of the articles referred to and described in the attached specification and schedule or any portion thereof may be decided by the Bank at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

*I/We am/are remitting/have separately remitted the required amount of Rs.5,000/- as Earnest Money.

Yours faithfully,

(Signature)

(Address)

Date:

*To be scored off in cases where no earnest money deposit is furnished.

..2..

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/attached.

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tenders so as to reach the Officer mentioned below, on due date and time (noted below). No tender 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. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4.
 - (a) Every tenderer who has not registered his name with the State Government (Stores Purchase Department) should send along with his tender an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs.30, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs.30. The amount may be paid by Demand Drafts (crossed) on the local branch of State Bank of India/Kerala State Co-operative Bank drawn in favour of the officer mentioned below. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money deposited.
 - (b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they

will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

(c)

(i)

Small Scale Industries and Cottage Industries and Industrial Co-operatives within the State which are certified as such by the Director of Industries and Commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them. The Khadi and Village Industries, Co-operative Societies and the Institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them. Government Institutions/State Public Sector. Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii)

Small Scale Industries, Cottage Industries and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of deputy Director of Industries and Commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Appendix XVI which supplies stores, and Government of India undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

- (d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.
- 5. The tenders will be opened on the appointed day and time in the office of the undersigned in the presence of such of those tenderers or their nominees who may be present at that time.
- 6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him, will be forfeited to the Bank or such action taken against him as the Bank shall think fit.
- 7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
- 8.
 - (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.
 - (b) Tenders shall clearly specify whether the goods are offered from indigenous sources from imported stocks in India or from foreign sources to be imported under a licence. The Bank reserves the right to reject offers for import of goods if the Import Trade Control policy in force at the time of award of the contract prohibits or restricts such imports.
- 9. The final acceptance of the tenders rests entirely with the Bank who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tender as may be allotted to them.
- 10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
- 11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall 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 12 below:

12.

- (a) The successful tenderer shall before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India/Kerala State Co-operative Bank endorsed in favour of the above officer. 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 Bank. If the successful tenderer fails to deposit the security and execute the agreement as stated above the earnest money deposited by him will be forfeited to the Bank and contract arranged elsewhere at the defaulter's risk and any loss incurred by the Bank on account of the purchase 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 liable to be cancelled.
- (b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full all or any of the materials not supplied may at the discretion of the Purchasing Officer be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss if any caused to the Bank shall thereby together with such sums as may be fixed by the Bank towards damages be recovered from the defaulting tenderer.
- (c) Even in cases where no alternative purchases are arranged for the materials not supplied the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
- (d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract prices, as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed stores on unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract price of the delayed stores and services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. The Security deposit shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract but in the event of any dispute arising between the Bank and the contractor the Bank shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the Bank to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period. If the Security Deposit is not released even after the completion of one year from the date of expiry of the period of contract or period of guarantee provided there are no complaints against the contractor, interest at the rate of interest paid for SB Accounts by nationalized banks will be paid on the Security Deposit.
 - (a) If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to the Bank shall be made good from the Officer responsible for the belated release of the Earnest Money Deposit/Security Deposit.
14.
 - (a) All payments to the contractors will be made by the Purchasing Officer in due course-
 - (i) either by pay Orders payable at the Branches of the Bank or
 - (ii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Co-operative Bank (at any of their principal Branches in India).
 - (iii) By NEFT/RTGS
 - (iv) In the case of supplies from abroad by drafts as may be arranged between the contracting parties.
 - (b) All incidental expenses incurred by the Bank for making payments outside the State in which the claim arises shall be borne by the contractor.
15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.
16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases payments against satisfactory shipping documents including certificates of Insurance will be made upto 90 per cent of the value of the materials at the discretion of the Bank. Bank charges incurred in connection with payment against

documents through Bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advances final) for release of railway receipts shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e. counterfoils of pay-in-slips issued by the concerned Bank) alone may be accepted as a valid proof for the payment made.

17. 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 of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he 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. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
18. 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 or 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 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 Purchasing Officer to the contractor, be determined and the Bank may complete the contract in such time and manner and by such persons as the Bank shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Bank against the contractor or his sureties in respect of any breach of contract committed by the contractor. All expenses and damages caused to Bank by any breach of contract by the contractor shall be paid by the contractor to Bank and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
19. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained and on his part to be observed and performed then and in any such case, it shall be lawful for the Bank (if they shall think fit to do so) to

arrange for the purchase of the said articles and things from elsewhere or on behalf of the Bank by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Bank shall have incurred sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the bank under and by virtue of this contract, it shall be lawful for the Bank from and out of any moneys for the time being payable or owing to the contractor from the Bank under or by virtue of this contract or otherwise to pay and reimburse or the Bank all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to us aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses, and other moneys as shall for the time being payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, the same shall be referred to arbitration under the Kerala Co-operative Societies Act, 1969.

20. Any some of money due and payable to the contractor (including security deposit returnable to him) under this contact may be appropriated by the Purchasing Officer or Bank or any other person authorised by the Bank and set off against any claim of the Purchasing Officer of the Bank for the payment of a sum of money arising out under any other contract made by the contractor with the Purchasing Officer or the Bank or any other person authorised by the Bank. An sum of money due and payable to the successful tenderer or contractor from the Bank shall be adjusted against any sum of money due to the Bank from him under any other contracts.
21. Every notice hereby required or authorised 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 of abode or business.
22. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

23.

- (a) No representation for enhancement of rates once accepted will not be considered. However, in exceptional cases if the Bank is convinced of any compelling need for enhancement of rate it may do so.
- (b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer the benefit of any reduction in the c.l.f. price should accrue to the Bank.

24. Any attempt on the part of the tenderers or their agents to influence the Bank/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

26. Samples should be forwarded if called for and unapproved samples got back by the tenderers at their own cost. Samples sent by V.P. post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. The Bank will not be responsible if any sample is found missing at any time due to the non-observance of the provision of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples if called for, of the materials tendered for are forwarded.

27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.

28.

- (a) The prices quoted should be inclusive all taxes, duties, cesses etc. which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) In case payment of Customs/Excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces the final assessment orders later.

29. The tenderer will invariably furnish the following certificate with their bills for payment –

Certified that the goods which sales tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rules made thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder certified further that we (or our Branch or Agent)

(Address)

are registered as dealers in the State of.....

.....
under Registration No.
GST

For purposes of sales tax/

30. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31. In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the Registrar of Co-operative Societies for adjudication as provided under the Kerala Co-operative Societies Act 1969.

32. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/- purchased in the Kerala State. A specimen form of agreement is given an annexure to this tender. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement within a period of ten days from the date of issue of such intimation, if the purchasing officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

TECHNICAL SPECIFICATION OF CALENDAR AND DIARY - 2019

Sl. No.	Description/Specification	Quantity Nos.
1	Calendar 2019 - size 43.5 cm x 57.5 cm 6 sheets – Multi colour – 100 GSM BILT NSD Premium Paper – Double folder in mounting with thread hanger with Bank Matter printed.	5,000
2	<u>Diary – 2019</u> Size 22 cm x 15 cm one day in a page – inside pages Bank's matter to be printed in 22 pages – Bank's name and emblem screen printed on the cover – Paper 70 GSM BILT NSD Premium Paper – Printing in two colours Marker thread. <u>Cover</u> (1) Hard bound Multi colour printing on 170 GSM Matt art paper with mat, Lamination	5,000
3	<u>Executive Diary –2019</u> Size 25 cm x 19 cm one day in a page – inside pages Bank's matter to be printed in 22 pages – Bank's name and emblem screen printed on the cover – Paper 80 GSM BILT NSD Premium Paper – Printing in two colours Marker thread. <u>Cover</u> (1) Hard bound Multi colour printing on 170 GSM Matt art paper with mat, Lamination	500

Note

Delivery to be at our premises, of HO/Branches, as being advised in the order form – Branches in all district headquarters of Kerala except Kottayam and Kasaragod).

Sd/-
Managing Director

..12..

Superscription	:	Tender dated 11.09.2018 for Printing and Supply of Calendars/ Diaries for the year 2019.
Due date and time of Receipt of tender	:	24.09.2018 at 1.00 PM
Date and time for opening of tender	:	24.09.2018 at 3.00 PM
Date upto which the rates are to be firm	:	31.12.2018
Price of tender form	:	Rs.1000 + 180 (GST)
Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent	}	The Managing Director, Kerala State Co-operative Bank Ltd., Cobank Towers, Palayam, Thiruvananthapuram – 695 033.
Name and Designation of Purchasing Officer	}	Managing Director

Sd/-
Managing Director

Station: Thiruvananthapuram
Date : 11.09.2018

ANNEXURE

Agreement

Articles of agreement executed on this the day of
Two thousand and seventeen between the Managing Director, Kerala State Co-
operative Bank Ltd. (hereinafter referred to as "the Bank" of the one part and
Shri/M/s..... (Name and address of the tenderer)
hereinafter referred to as "the bounden" of the other part

WHEREAS in response to the tender Notice dated 11.09.2018 the bounden
has submitted to the Bank a tender for the Printing and supply of Diary/Calendar –2019
specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the Bank a sum of Rs. 5,000/-
as earnest money for execution of an agreement undertaking the due fulfillment of the
contract in case his/their tender is accepted by the Bank.

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 Bank and the contract for printing of Diary and Calendar is awarded to the bounden, the bounden shall within 7 days of acceptance of his/their tender execute an agreement with the Bank incorporating all the terms and conditions under which the Bank accepts his/their tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Bank shall have the power and authority to recover from the bounden any loss or damage caused to the Bank by such breach as may be determined by the Bank 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 Bank 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 Bank may deem fit.

4. In witness whereof Shri..... (Name and designation) for and on behalf of the Managing Director, Kerala State Co-operative Bank Ltd., and the bounden have hereunto set their hands the day, month and year shown against their respective signatures.

Signed by Shri.....

Date:

In the presence of witnesses:

1.

2.

Date:

In the presence of witnesses:

1.

2.