

**THE KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED**  
**MAVELI BHAVAN, GANDHI NAGAR, KOCHI-20**

**P9- 38920/17**

**Dated: 11.01.2018**

**TERMS AND CONDITIONS FOR EMPANELMENT OF PRINTERS &**  
**AWARDING OF PRINTING WORK**

***Last date for submitting of Application Form on 29.01.18 at 02.00 P.M***

**1. Permanent Earnest Money Deposit and duration of empanelment period.**

A permanent E.M.D of Rs.5,000/- (Rupees Five thousand only) in the Form of Demand draft by any Scheduled Bank in favour of the Chairman & Managing Director, Kerala State Civil Supplies Corporation Ltd., Kochi-20 should be accompanied with the duly filled tender forms and other relevant documents for the empanelment of printers, which will be refunded after the successful completion of empanelment period. The EMD can also be submitted through electronic transfer to the Supplyco Bank Account (Account No.10580200017225 of the Federal Bank, IFSC No.FDRL0001058). The copy of the cash chalan clearly mentioning the name of the depositor should be enclosed along with the application if E.M.D is submitted through RTGS. Separate E.M.D need not be submitted for each individual quotation. The E.M.D shall be liable to be forfeited if the tenderer after submitting his quotation modifies/resiles his offer, or insists to modify after the acceptance of the tender or withdrew from the execution of the work order issued to them. The period of validity of the panel will be two years and the Corporation reserves the right to extend the period of contract on the existing terms and conditions for a further period of one year.

**2. SIGNING THE DOCUMENTS**

Person/Persons signing the tender and other documents connected thereof shall state, in what capacity he is signing the documents. For eg. as a Proprietor or Managing Director of a limited company or Managing Partner of Partnership firm etc. In the case of a partnership firm, a copy of the Partnership deed duly attested by a Gazetted Officer and in the case of company, a copy of Memorandum of Association and Articles of Association self attested shall be furnished along with the tender document. Application form must be submitted in sealed envelopes clearly marked ***"APPLICATION FOR REGISTRATION OF PRINTERS."***

The applicant should submit the following documents along with the application form;

1. Terms & conditions duly signed by the proprietor.
2. Partership deel/Certificate of incorporation.
3. Partners/proprietors Id card (Attested).
4. Copies of the documentary proof/Chartered Accountants certificate regarding the value of work done during previous year.
5. The Registration certificate.
6. Last submitted returns to Income Tax Department.
7. Valid GST Registration No. & PAN No. (Self attested copy)

### **3. QUOTING OF RATES**

Quotations will be invited from time to time during the empanelment period as per the requirement. The rate quoted shall be for finished work including cost of materials and other charges, exclusive of G.S.T for delivery at the Head Office of the Corporation at Maveli Bhavan, Maveli Road, Gandhi Nagar, Kochi-20. No separate charges for packing etc. shall be paid. The rate quoted will be valid for acceptance for 90 (ninety) days from the date of offering of the rates. The rate quoted will be final. No enhancement of rates will be allowed for any reasons viz. Non-availability of paper, hike in prices of paper or raw material for printing, increase in labour charges etc. during the period of contract. If the L1 withdrew from the contract L2/L3 is liable to execute the work at their quoted rates, within the validity period of the rates, ie, ninety days from the opening of the quotation. Moreover the defaulter will be removed from the panel of registered printers.

### **4. NEGOTIATION**

The Corporation reserves the right to conduct negotiations with L1 tenderer or all of the tenderers if necessary before finalizing the contract. No tenderer shall have the right to insist on negotiation by the Corporation or challenge it for resorting to negotiations.

### **5. ACCEPTANCE OF QUOTATIONS**

- (a) The successful printers will be informed of the acceptance of the quotation by E-mail/Fax or formal acceptance letter on finalization of the quotation. By issue of the E-mail/Fax or formal acceptance letter, a binding contract will come into force and the successful printers have to act upon immediately.
- (b) The offer through this tender and the acceptance communication together form a binding contract and no separate agreement shall be necessary.

**6. SECURITY DEPOSIT (S.D)** –An amount equivalent to 5% of the contract voucher as DD or Bank transfer shall be submitted as S.D. The same will be refunded after successful completion of as per T & C. The S.D is liable to be forfeited if the supplier violates any of the T & C of the contract.

### **7. FURNISHING OF SAMPLES**

The Tenderers are bound to furnish samples of the items mentioned in the quotations invited from time to time during the empanelment period, with signature, name and address of tenderers. The size of the items shall be the same as prescribed and intended for supply.

### **8. PERIOD OF SUPPLY**

All Stationery materials should be supplied within the time limit as specified in the Purchase order to be issued, on finalizing the quotation.

### **9. VALIDITY OF CONTRACT**

- (a) The contract under this Tender shall be valid up to 60 days from the scheduled date or last scheduled date, if the supply is to be made in installments fixed for supply as per the Purchase order.
- (b) The Corporation is at liberty to extend the validity period of the contract and the decision shall be final and binding to the tenderers.
- (c) The Corporation has got absolute right to terminate the contract at any time during its currency without assigning any reason and the tenderers are not entitled for any compensation on this ground of such termination.

## **10. QUANTITY OF CONTRACT**

The Corporation reserves the right to increase or decrease the quantity or effect changes in the printing matter without altering the size or quality of the paper and other printing instructions at the time of placing orders for awarding the work and proportionate rate agreed to will alone be paid for any change in the quantity. The Corporation reserves the right to split the work among more than one party.

## **11. SPECIMEN PRINTING INSTRUCTIONS.**

### (a) Production of Proof.

Three copies/sets of proof as per specifications shall have to be produced for approval **within 7 days of acceptance of work order**. The delay in production of proof will not attribute a reason for the delay in supplying the printed material in time.

### (b) Label

All file boards/folder files printed and supplied shall bear a Label as shown below:-

|                             |
|-----------------------------|
| SUPPLYCO                    |
|                             |
| Form No.                    |
|                             |
| Name of Form.               |
|                             |
| No & Date of Purchase Order |
|                             |
| Address of Printing unit.   |

### (c) Extra Printed Sheets

Three sets/copies of the printed material shall have to be produced along with the Bills/invoices for the settlement of the claims involved in each Purchase order.

### (d) Mode of Delivery of the Stationery Articles

The printed material shall be delivered at the godown of the Head Office of the Corporation at Gandhi Nagar, Kochi-20, as scheduled in the Purchase order along with approved copy of the proof and specimen. The printed material under each item shall be supplied in assorted packets.

## **12. TERMS OF PAYMENT**

100 % payment will be made through RTGS to the account of the printer immediately on receipt of the Invoice/Bill and certificate of receipt (PMRS from the store keeper) of the printed materials as per the Purchase Order. Income Tax will be deducted from the Bills of the contractor as per the law.

## **13. PENAL PROVISIONS**

### (a) In the event of failure to supply the goods ordered within the scheduled date specified in the Purchase order, penalty will be levied at the rate detailed below.

Delay up to 15 days – 1 % cost of items supplied.

Delay up to 30 days – 2 % cost of items supplied.

Delay more than 30 days – 3 % cost of items supplied.

After 60 days from the scheduled date or last scheduled date if supply is to be made in installments, the order will automatically be cancelled and work order will be issued to the next party. The loss to the Corporation when an alternate order was placed will be recovered as non-supply cut from the defaulter, subject to a minimum of 10 % of the total contract order. If the printer withdrew from the execution of contract, the same penal provisions may apply to them also.

- (b) The Corporation reserves the right to either impose rate cut on the materials supplied or to reject it, if it is not according to the approved samples and specifications given in work orders.
- (c) The printer shall be liable and responsible to replace free of cost, the goods supplied under the Purchase order, if defects are detected in the quality specifications and brought to their notice within 3 months of receipt of the printing materials..
- (d) Any sum of money due and payable to the contractors, including Earnest Money Deposit and Security Deposit refundable to them under this contract or any other contract shall be appropriated by the Kerala State Civil Supplies Corporation Ltd., for the realization of any sum of money due to the Corporation from the contractor.
- (e) The Corporation reserves the right to debar the tenderers provisionally for a limited period or permanently for non compliance of the tender.
- (f) Corporation reserves the right to extend the scheduled date and the period of supply or waive the penalty, if found to be genuine reasons.

#### **14. DISPUTE & JURISDICTION**

In the case of any dispute, arising out of this contract, the decision of the Corporation shall be final and binding on the contractor. All disputes relating to this contract or relating to the price of the goods supplied by them shall be subjected to and be referred to court of competent jurisdiction constituted within the limits of city of Kochi.

14. The Corporation reserves the right to reject or accept the tender/quotations without assigning any reason thereof.

15. All the Printers are advised to fill up the details wherever required, and sign on all pages and submit the Tender Documents without detaching any sheet.

Sd/-  
**Manager (Purchase)**

**I hereby accept the terms and conditions.**

**Signature:**

**Name & Designation of the Applicant.**

**Seal:**

**THE KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED**  
**MAVELI BHAVAN, GANDHI NAGAR, KOCHI-20**

Tender No.P9-38920/17

Dated :11.01.2018

**APPLICATION FORM FOR REGISTRATION OF PRINTERS*****Last date :29.01.18 at 02.00 P.M***

|    |   |   |
|----|---|---|
| 1  | Name of Applicant and his/her designation/relationship with the Firm (with copy of Power of Attorney to bind other members of the firm to the contract).                                    |   |
| 2  | Name of Firm/Press  |   |
| 3  | Is it a Proprietary concern (if so name of the proprietor should be got attested by a Notary Public or Gazetted Officer)  |   |
| 4  | Is it a Partnership firm (if so name of the partners and the Managing Partner. A certified copy of the Partnership deed to be enclosed)   |   |
| 5  | Is it Limited concern (If so a copy of the Article of association & Memorandum of Association to be enclosed)   |   |
| 6  | a. Location of Press/Work place   |   |
|    | b. Full Postal Address with Pin code  |   |
|    | c. Telephone No./ E-mail Address  | 1.Office:<br>2. Press:<br>3.Residence:<br>4.Mobile: |
| 7  | Income Tax/Sales Tax Registration details with PAN Number allotted by IT Department .<br>Last submitted Returns to these Departments shall be enclosed.                                     |   |
| 8  | GST- Registration No. ( Self attested copy of registration to be attached. )  |   |
| 9  | Type of press and related machineries available & owned by the applicant  | Type of Machinery      Cost                         |
| 10 | Please indicate the period of time required for completing printing works.<br>1. Value upto Rs.25,000/-<br>2. Above Rs.25,000/- upto Rs.50,000/-<br>3. Above Rs.50,000/- upto Rs.1,00,000/- |   |
| 11 | Indicate the value of work done by you during last financial year. Copies of the Documentary proof/Chartered Accountant's certificate should be given.                                      |   |
| 12 | Name of Bankers and Credit limit.   |   |
| 13 | EMD details (No. & date)  |   |
|    | Issuing Bank Details  |   |
|    | Amount  |   |

Signature of Applicant with Date :  
Name of the Applicant :  
Seal :

