

No. A [2] 3236/2019 DATED 08/04/2020

**RE-TENDER NOTICE FOR PROCESSING AND BAGGING OF PADDY SEEDS OF KERALA STATE
SEED DEVELOPMENT AUTHORITY [KSSDA], THRISSUR FOR THE YEAR 2020-21**

Competitive e-tenders are invited from competent, experienced Self Help Groups /Individuals / Firms for the **PROCESSING AND BAGGING OF APPROXIMATELY 5000 MT OF PADDY SEEDS IN NEW GUNNY BAGS OF SPECIFIED DIMENSIONS AND WIEGHT**, procured from various Padasekhara Samithies of Krishi Bhavans at the Godowns of KSSDA and at various other places as decided by KSSDA for a period of one year from the date of award of contract.

The E-tender should be in two parts consisting of Technical Bid (Part-I) and Price Bid (Part - II). Technical bid should contain EMD, scanned copies of preliminary agreement in Kerala Stamp Paper worth Rs. 200/- and other details called for in the tender document shall be uploaded with Technical bid. The price bid should contain therate quoted in the format.

Tender Reference :No. A [2] 3236/2019

Estimate Amount: Rs. 1,05,25,000/-

EMD :Rs.50,000 /- (Rupees Fifty thousand only)

E-tender form fee :Rs.5,600/- (Rupees Five thousand only).

(E-Tender Form Fee Rs.5000/- + 12% GST).

The tender form fee and EMD has to be remitted online during the submission of the e-tender.No relaxation/exemption shall be given from furnishing of Tender form fee andEMD.E-Tender document can be downloaded from the Kerala Government E-tender portalwww.etenders.kerala.gov.in.

E-Tenders (both Technical and Price Bids) will be accepted up to **04:00 PM on 11-05-2020**.The documentary evidences called in the e-tender document shall be uploaded withTechnical bid. Technical bids will be opened on **15-05-2020, 11:00 AM** in the presence of those bidders who are present at the time of opening of the technical bid. The verification ofdocumentary evidences will be done on **15-05-2020, 11:30 AM** at KSSDA Officein the presence of those bidders who are present at the time of opening of the technical bid.

On completion of verification of the technical bid, the financial bid of those successful bidders;who have qualified the technical bid alonewill be opened. The bidder should quote separate amount per ton for (1) processing of paddy seeds, bagging these seeds in new gunny bags, labelling and stitching the bags using the bidders own processing machines and other connected equipments and (2) processing of paddy seeds, bagging

these seeds in new gunny bags, labelling and stitching by using the automated processing units of the KSSDA [processing capacity 2 MT / hour] at various godowns. After completion, the paddy seed bags are to be stacked variety wise at the specified places. The lowest quoted bidder [total amount of both processing methods] will be approved subject to the sanction of the KSSDA Governing Board.

The successful tenderer has to deposit 5 % of the tender value as Security Deposit along with statutory agreement in the prescribed format in Kerala Stamp paper worth Rs. 200/-

The KSSDA will accept only the tenders submitted through the e-tender system. The e-tender system will not accept any tenders after the specified date and time of submission.

KSSDA shall not be responsible for any delay, loss or non-receipt of e-tender for whatever reasons. KSSDA reserves the right to reject or accept any e-tender either partially or wholly or to cancel the tendering process without assigning any reason, and the tenderer shall not be eligible for any compensation in such event.

The original copy of the preliminary agreement, along with other necessary documents / samples prescribed in the tender conditions (which is also a part of this tender notice) para 16 should be submitted by the successful tenderer as laid out in para 17 of tender conditions.

If the date of opening of the tender happens to be a holiday, the tender opening will be carried out on the next working day.

All conditions as stipulated in the G.O. [P] No. 3/2013/SPD dated 21-06-2013 and subsequent orders related to e – tendering will be applicable for this tender also.




JOINT DIRECTOR OF AGRICULTURE
Joint Director of Agriculture
Kerala State Seed Development Authority
Chembukkavu, Thrissur - 680 020

No. A [2] 3236/2019 DATED 08/04/2020

**E -TENDER NOTICE FOR PROCESSING AND BAGGING OF PADDY SEEDS
OF KERALA STATE SEED DEVELOPMENT AUTHORITY [KSSDA], THRISSUR**

**TERMS AND CONDITIONS FOR PROCESSING AND BAGGING CONTRACT OF
PADDY SEEDS**

1.0. In these, terms and conditions :-

1.01. "KSSDA" means KERALA STATE SEED DEVELOPMENT AUTHORITY.

1.02. "Tenderer" means the firm / individual / Self Help Groups, who submit the e-tender in the prescribed form along with Tender Form Fee, EMD and copies of other documentary evidences and stipulated samples.

1.03. "Contract" means the contract arising out of the acceptance by the KSSDA of a tender for the processing and bagging of paddy seeds.

1.04. "Contractor" means the successful tenderer whose tender KSSDA accepts for the aforesaid work.

1.05. "Processing" means, processing of paddy seeds [along with plant protection chemicals if any], bagging the same in new gunny bags, labelling the gunny bags with the technical details / literature provided by KSSDA, stitching of the packed gunny bags, and stacking the same according to their varieties, lot names / numbers.

1.06. "Gunny bags" means new gunny bags of size 36" x 21" (length x breadth) and having a minimum weight of 375 grams and is able to contain and hold 30 kg net weight of paddy seeds.

1.07. Directions/ instructions means those information given by the authorised persons / staff of KSSDA either through electronic media, hard copy and other legitimate means including telephonic directions.

2.00. Not with standing anything to the contrary contained in the tender of the processors, the contract shall be governed entirely by the terms and conditions herein stipulated. Applicants are to study the entire tender document carefully and understand all the requirements to be fulfilled.

3.00. The contract shall be for a period of one year from the date of award of contract.

4.00. The rates quoted in the Price Bid (Part II) should be only in Indian Currency. Tender rates in any other currency are liable for rejection. The rates shall be inclusive of all taxes / tolls / other levies.

4.01. The rate quoted should be inclusive of gunny bags' cost, writing /labelling charges, bag stitching charges and stacking charges.

5.00. The rates shall be considered firm for acceptance for 90 (ninety) days from the date of tender opening.

6.00. Separate rates per ton shall be quoted for the processing using contractor's winnower machines and processing using the automated processing plant machineries of KSSDA.

7.00. Conditional tenders are liable to be rejected. Conditional and / or incomplete tenders and / or tenders without firm offers and / or tenders without tender form fee, preliminary agreement in Kerala Stamp Paper worth Rs. 200/- and EMD are liable to be rejected.

8.00. EMD of the successful tenderer will be adjusted towards security deposit, that will have to be deposited for the satisfactory fulfilment of the contract. No interest will be paid for EMD / Security Deposit.

9.00. The EMD / Security Deposit will be forfeited to the KSSDA, if the processor fails to fulfil the contract during the period of contract.

10.00. The final acceptance of the tenders rests entirely with the KSSDA Governing Board, which does not bind itself to accept the lowest or any tender. The KSSDA Governing Board also reserves the right to entrust the processing contract to more than one contractor on breach of the contract by the contractor.

11.00. Any attempt of the part of the Tenderers or their agents to influence the KSSDA in any manner in their favour will disqualify the Tenderers.

12.00. The tenderers who have been disqualified during the previous processing tenders of KSSDA for producing false documents; and / or those who are terminated by the KSSDA before the completion of the contract period; and/or are barred from participating in this tender; and shall be technically disqualified. The tenderer who have been blacklisted by the Government is not allowed to participate in the e-tender.

13.00. The paddy seeds are to be bagged in any unit size, as specified by KSSDA. The bag should contain the quantity of seeds as directed by the KSSDA as its net weight.

14.00. The contractor should have sufficient number of winnowing machines at the disposal of the KSSDA for the processing of paddy seeds.

15.00. If the contractor fails to carry out the work entrusted, the KSSDA may terminate his services after serving a show cause notice. Despatch of the show cause notice by Registered Post to the address given by the contractor and / or by electronic means to the e mail address of the contractor, shall be sufficient proof of the serving of notice whether it has actually been delivered or not. Also if no reply is received within 10 (ten) days from the date of such notice, it will be assumed that the contractor has no reply to give and action will be taken accordingly. The KSSDA reserves the right to appoint additional contractor/s for the same work for the same period to ensure the smooth processing of paddy seeds.

16.00. Scanned Copies of the following documents should be submitted along with the Technical Bid part of the e-tender.

16.01. Preliminary Agreement in Kerala Stamp Paper worth Rs.200/-.

16.02. Copy of PAN card.

17.00. The originals of all the certificates / documents submitted online along with the technical bid, vide para 16 above shall be produced by the successful tenderer, upon confirmation of the tender.

18.00 The following materials are also to be submitted in separate sealed cover before the date and time of opening of the technical bid.

18.01. The sample gunny bag should be submitted in sealed cover affixed with sealing wax with the name and address of the tenderer on the cover containing the sample.

19.00. Special conditions, if any, of the Tenderers attached with the e-tender will not be applicable to contract unless they are expressly accepted in writing by the KSSDA.

20.00. SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS

The scope of obligations and various operations required to be carried out by the contractor in terms of this contract shall include but not be limited to the following:-

20.01. The Contractor shall process the paddy seeds of the KSSDA at the KSSDA Automated Processing Plants and / or other storage places mentioned by the KSSDA.

20.02. The Contractor shall provide and put into operation such number of labourers as desired by the contractor.

20.03. The Contractor, shall after processing, stack the processed bags lot / variety wise at the processing site as directed by KSSDA.

20.04. The Contractor shall do, keep, carry out, perform, execute and fulfil such other works and operations as determined by the KSSDA to be incidental or ancillary to or necessary for the doing, keeping, carrying out, performance, execution and fulfilment of its obligations in terms hereof.

20.05. The Contractor shall do, execute, keep, carry out and perform all its obligations and operations effectively and promptly, and under the supervision, direction and control of the KSSDA from time to time.

20.06. The Contractor shall ensure that its agencies, employees / labourers are efficient, prompt and properly trained in the various processing operations for the sake of smooth efficient, proper and prompt processing of the paddy seeds of the KSSDA without any disturbance or interruptions of whatsoever nature in fulfilling its obligations towards smooth and prompt processing.

20.07. The Contractor shall continuously keep posted a responsible person, who shall be available at all times for processing operations and receive and fully comply with all reasonable and proper instructions in this regard from the KSSDA or representatives so nominated by the KSSDA for the purpose from time to time and at anytime.

20.08. The contractor should have a valid e-mail id for communication of instructions with regard to the processing of paddy seeds.

20.09. The processing note's shall either be given as hard copy or through various electronic means.

20.10. Strikes by contractor's workmen owing to any dispute with the contractor pertaining to wages or otherwise will not be deemed to be a reason beyond the Contractors control for determining default under this Agreement.

20.11. The Contractor will be responsible and liable for the paddy seeds once he has taken delivery for processing till such time as he delivers it back to KSSDA after processing. Any losses or damage arising to the paddy seeds on any account whatsoever while in his custody would be recovered from the Contractor.

20.12. In case where a successful Tenderer after having made partial processing, fails to fulfil the contracts in complete, KSSDA at its discretion, shall make necessary arrangements for the same by means of another tender / quotation or by negotiation or from the next higher Tenderer who had offered to process at the risk and cost of the Contractor and the loss, if any, caused to the KSSDA shall together with such sums as may be fixed by the KSSDA towards damages be recovered from the defaulting contractor/tenderer.

20.13. In case the contractor becomes insolvent or goes into liquidation, or makes, or proposes to make any assignment for the benefit of this creditors for the settlement of his debts, or carried on his business or the contract under inspection on behalf of 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 of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall there upon, after notice given by the KSSDA to the contractor, be determined and the KSSDA may complete the contract in such time and manner and by such persons as the KSSDA shall think fit. But such determination of the Contract shall be without any prejudice to any right or remedy, of the KSSDA against the contractor or his sureties in respect of any breach of contract there to committed by the Contractor. All expenses and damages caused to the KSSDA by any breach of contract by the Contractor shall be paid by him to the KSSDA and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

20.14. The successful tenderer shall compulsorily maintain necessary vehicles for the transport of men and machinery in the case of field processing during the pendency of the contract.

20.15. The Contractor shall be fully responsible and liable for the KSSDA's paddy seeds, for its proper protection, safe custody, pilferage or loss or damage howsoever caused during the period when such paddy seeds is in the custody and / or control of the Contractor.

20.16. The Contractor shall, after completion of processing of paddy seeds shall inform about the number of bags processed during each day to the concerned field staff of KSSDA on proper acknowledgement.

20.17. Any loss arising out of any cause whatsoever including the Contractor's mishandling of the paddy seeds or because of the Contractor's carrying out any of the operations or obligations which the Contractor is required to carry out in terms hereof in an improper way, or otherwise or because of the Contractors committing any breach of any of the provisions hereof, or because of the Contractor's failure or omission to carry out, execute, do, perform or fulfil any of the Contractor's obligations or operations herein, or because of any other reasons whatsoever whether due to the Contractor's default or otherwise and the value of such shortage, damage, deterioration or loss will be recovered immediately from the Security Deposit / the Contractor's bills. If the amount of such loss or damage is not so recovered or paid up by the contractor forthwith on demand, the contractor shall be liable to pay it with interest at 22% per annum thereon from the date of demand to the date of actual payment.

20.18. The quantum and amount of any losses / damages to the KSSDA will be determined solely by the KSSDA and will not be open to any question by the Contractor.

20.19. The paddy seeds shall be deemed to be entrusted to the Contractor by the KSSDA and shall be held and processed by the Contractor in trust for the KSSDA and in accordance with the instructions given by the KSSDA from time to time. If there is any diversion on the part of the contractor of the Paddy seeds or loss or damage to the paddy seeds the Contractor will pay to the KSSDA on demand the value of the quantities so lost or damaged as determined by the KSSDA apart from being liable for criminal proceedings for breach of trust. All cases of recovery from the Contractor shall be at the sale prices as prescribed by the KSSDA from time to time.

20.20. Not withstanding anything contained in these terms and conditions the KSSDA shall have the right to seize and remove their paddy seeds at any time, as the KSSDA may desire or deem proper. Any dispute in respect of the same or any other dispute between the parties hereto, will not in any way affect the KSSDA's right to seize and remove their stocks at their discretion.

20.21. Contractor shall observe the ground rules as maybe formulated from time to time by KSSDA, in order to maintain smooth operations and harmonious relationship among the various personnel of the KSSDA and that of the Contractor and his authorised personnel.

20.22. The Contractor, shall on instruction of the KSSDA remove any worker or person employed, if in the opinion of the KSSDA he is not a fit person to be retained on the work.

20.23. The Contractor shall be liable to reimburse to the KSSDA and keep full indemnified the KSSDA against all actions, claims, demands, cost, charges and expenses whatsoever arising out of or in connection with any damages caused to godowns, property, fixtures of the Plant, or to the properties or goods of the KSSDA, consignees and any third parties as a result of anything done or omitted to be done by the Contractor or his agents, employees and workmen.

20.24 The Contractor shall be fully responsible for the safety of his employees, workmen, nominees, representatives or agents and any claim for compensation by them or by any person for accidents or otherwise caused or occasioned by anything done or omitted to be done by the Contractor shall be payable exclusively by the Contractor and the KSSDA shall not in any way be responsible or answerable for any such claims for compensation against the Contractor by his employees, workmen, representatives, nominees agents or any person whomsoever and the Contractor hereby undertakes to indemnify the KSSDA against all such claims.

20.25. The Contractor shall at his own expenses comply with all labour and industrial laws and such other acts and statutes and regulations as may be applicable to him in respect of his employees, workmen, casual workmen employed/engaged by him in connection with the work of the KSSDA.

20.26. For all works under this Contract, the contractor will employ his own workmen and none of the workmen employed by the contractor under this Contract are the KSSDA's workmen or under the KSSDA's control or supervision, and the Contractor, and not the KSSDA, will be liable for all claims of such workmen under their terms of employment, or under any statute relating to wages, compensation, ESI Contributions, Provident Fund, Medical Insurance, retrieval of other benefits, bonus, compensation for injuries, loss of earning capacity or on any other account whatsoever, now or hereafter payable to them. The Contractor undertakes to observe and perform all statutory regulations and obligations relating to the employment of such workmen. The Contractor is liable and responsible for all claims for loss, damage or injury caused to any person, whether his employee or otherwise in the execution and performance of this contract and such liability on his part extends to any claims for loss, damage or injury occurring in the performance of this contract by the Contractor, by any

person, whether a workman, visitor licensee, sub-contractor or his employee or otherwise.

20.27. The KSSDA will be entitled to deduct directly from the bills to be paid to the Contractor any sum or sums paid by the KSSDA and which sum or sums the KSSDA is required to pay as a Principal employer on account of the Contractor's default in respect of all liabilities and obligations referred to in preceding clauses.

20.28. The contractor shall not assign or give sub-contract of the work awarded to him by the KSSDA.

20.29. If the Contractor fails to do, perform, render, execute, fulfil, keep, carryout, discharge or handle any, each and every of his work, services, obligations, responsibilities and liabilities here under, the KSSDA shall at its option be entitled to terminate the Contract awarded to the Contractor here under at his risk, cost consequences and without any prior notice or reference to him, without prejudice to the KSSDA's rights, and without involving the KSSDA in any liability in that regard. In such an event, the KSSDA shall be entitled to make alternative arrangements for getting the work and services awarded to the Contractor.

20.30. If any loss occurs to KSSDA due to lack of sufficient gunny bags or delay on processing on the contractor's side, three times such financial loss will be recovered from the contractor.

20.31. The "Azure Blue Tag" issued to the contractor should be handled with utmost care and security.

20.32. All equipments / machineries needed for processing including winnower, gunny bags, ink, bag closing machines, thread of good quality are to be met by contractor.

20.33. All electricity charges and other incidental expenses are to be met by the contractor.

20.34. Any violation of tender conditions will result in abrupt cancellation of the tender and all loss incurred to KSSDA due to the violation of tender conditions by the contractor will be recovered from the contractor's security deposit and / or revenue recovery.

21.00. TERMS OF PAYMENT:

21.01. In consideration of the Contractor doing, fulfilling, keeping carrying out, performing and discharging his obligations and liabilities hereunder in terms hereof and in time and manner satisfactory to the KSSDA, the KSSDA shall pay to the Contractor the processing charges at the rates accepted by the KSSDA. All payments are generally made by bank cheques / RTGS after deducting taxes if any.

21.02. The invoice should be accompanied by the concerned supporting documents with regard to the processed quantity.

21.03. The rates accepted by the KSSDA shall be firm for the period of the Contract.

22.00. SECURITY DEPOSIT

22.01. The Contractor shall provide a Security Deposit / Performance Guarantee of Rs. 5,27,000/- [Rupees Five lakh twenty seven thousand only]. The EMD of the successful Tenderer will be adjusted against the Security deposit so that only the balance amount needs to be deposited with KSSDA or as the case may be. At least 50 % of this deposit shall be in the form of Treasury Fixed Deposit and the rest in the form of Bank Guarantee or any other forms prescribed in the revised PWD Manual.

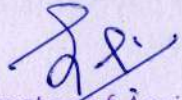
22.02. The Security Deposit is to be furnished within three weeks from the date of work order of the contract.

22.03. Any amount appropriated from the Security Deposit shall be made good by the Contractor within 10 (ten) days time so as to ensure that the minimum Security Deposit referred to above is always and at all times maintained.

22.04. The Security Deposit shall be refunded within a reasonable time after the expiry of the Contract subject to the Contractor carrying out all obligations/operations are required under the Contract to the fullest satisfaction and in the time and manner satisfactory to the KSSDA and after producing 'NO DUE CERTIFICATE' from the KSSDA. No interest will be paid by KSSDA for this deposit.

23.00. FORCE MAJEURE :

The terms and conditions hereof shall be subject to force majeure. Neither the KSSDA nor the Contractor shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of any act of God, War, Hostilities, revolution, civil commotion or epidemic, or fire, or because of any law, order, proclamation, regulation or ordinance of any Government or local authority. Should the KSSDA or the contractor or both of them be prevented from fulfilling their contractual obligation due to force majeure lasting continuously for a period of two weeks, both the KSSDA and the Contractor shall consult with each other, regarding the future implementation of the Contract. The Contractor shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to the KSSDA within twenty four hours of the happening thereof by fax/email, immediately followed by a confirmatory letter sent by Registered Post with acknowledgement due.



Joint Director of Agriculture
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24.00. Any notice to be sent to the Contractor shall be deemed to be sufficiently served if sent by Registered Post to the last known address of the Tenderer and /or by E-mail to the official e-mail address of the contractor.

25.00. All communications from the side of the contractor can be send from the official e-mail address of the contractor observing Information Technology Act 2000 and subsequent orders / rules or by duly signed hard copy of the contractor.

26.00 All disputes arising out of or in connection with this agreement/ tender shall be subject to the exclusive jurisdiction of the Hon. High Court, Ernakulam.




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