

Kerala Tenders		eTendering System Government of Kerala					
		Tender Details					
		Date : 04-Nov-2022 01:17 PM					
		Print					
Basic Details							
Organisation Chain	Department of Agriculture Kerala State Seed Development Authority (KSSDA)						
Tender Reference Number	KSSDA/421/2022-A2						
Tender ID	2022_AGRI_524728_1						
Tender Type	Open Tender	Form of contract	Item Wise				
Tender Category	Services	No. of Covers	2				
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No				
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No				
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No				
Payment Instruments		Cover Details, No. Of Covers - 2					
Online Bankers	S.No	Bank Name	Cover No	Cover	Document Type	Description	
	1	SBI MOPS	1	Fee/PreQual/Technical	.pdf	ANNEXURE 1	
					.pdf	ANNEXURE 2	
					.pdf	ANNEXURE 3	
					.pdf	ANNEXURE 4	
			2	Finance	.xls	PRICE BID	
Tender Fee Details, [Total Fee in ₹ * - 5,000]				EMD Fee Details			
Tender Fee in ₹	5,000	EMD Amount in ₹	50,000	EMD through BG/ST or EMD Exemption Allowed	No		
Fee Payable To	Nil	Fee Payable At	Nil	EMD Fee Type	fixed	EMD Percentage	NA
Tender Fee Exemption Allowed	No	EMD Payable To	Nil	EMD Payable At	Nil		
Click to view modification history							
Work / Item(s)							
Title	TRANSPORTATION OF PADDY SEEDS						
Work Description	TRANSPORTATION OF PADDY SEEDS OF KSSDA 2022-23						
Pre Qualification Details	Please refer Tender documents.						
Independent External Monitor/Remarks	NA						
Show Tender Value in Public Domain	Yes						
Tender Value in ₹	1,21,00,000	Product Category	Transportation Works/Services	Sub category	NA		
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work (Days)	365		
Location	THRISSUR	Pincode	680020	Pre Bid Meeting Place	NA		

Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	THRISSUR
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	04-Nov-2022 02:00 PM	Bid Opening Date	29-Nov-2022 11:00 AM
Document Download / Sale Start Date	04-Nov-2022 02:00 PM	Document Download / Sale End Date	22-Nov-2022 04:00 PM
Clarification Start Date	04-Nov-2022 02:00 PM	Clarification End Date	22-Nov-2022 04:00 PM
Bid Submission Start Date	04-Nov-2022 02:00 PM	Bid Submission End Date	22-Nov-2022 04:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	TENDER NOTICE AND TENDER CONDITIONS	4059.58

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	1.pdf	ANNEXURE 1	49.93
	2	Tender Documents	2.pdf	ANNEXURE 2	60.35
	3	Tender Documents	3.pdf	ANNEXURE 3	39.54
	4	Tender Documents	4.pdf	ANNEXURE 4	36.55
	5	BOQ	BOQ_755714.xls	PRICE BID	228.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	georgetabr@gmail.com	George T Abraham	George T Abraham
2.	liginthomasp@gmail.com	Ligin Thomas P	LIGIN THOMAS P
3.	chandrakaithalath@gmail.com	Chandran K	CHANDRAN K

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	ADDITIONAL DIRECTOR OF AGRICULTURE
Address	KERALA STATE SEED DEVELOPMENT AUTHORITY, CHEMBUKKAVU, THRISSUR 680020

Tender Creator Details

Created By	Chandran K
Designation	Additional Director of Agriculture
Created Date	04-Nov-2022 12:36 PM

No. KSSDA/421/2022-A2 DATED: 01/11/2022

E -TENDER NOTICE FOR TRANSPORTATION OF PADDY SEEDS OF KERALA STATE SEED DEVELOPMENT AUTHORITY [KSSDA], THRISSUR

Competitive e-tenders are invited from competent, experienced transport contractors / agencies / individuals / firms for the TRANSPORTATION OF PADDY SEEDS from various Padasekhara Samithies of Krishi Bhavans; State Seed Farms; Godowns, Field Processing Centres and other places allotted by KSSDA to various Krishi Bhavans, Padasekhara Samithies, Godowns in the districts of Kerala 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/-, scanned copies of Registration Certificates of lorries owned by the tenderer and other details called for in the tender document shall be uploaded with Technical bid. The tenderer should own a minimum of one number of truck with minimum net capacity of three tons and a minimum of four numbers of trucks with minimum net capacity of 5 tons and a minimum of five numbers of trucks with minimum net capacity of 10 tons in their own name / firm. (Backhoe loaders/ Tankers/ Tippers/ LPG Gas Cylinder Carriers/ JCBs/ Hydraulic excavators /Container trailers and carriers without platform are not permitted). The tenderer should have valid goods carrier permit for carrying all kinds of unhazardous goods in their own name in Kerala as on 29.11.2022. The trucks should be registered in Kerala. The price bid should contain the rate quoted in the format.

Tender Reference :No. KSSDA/421/2022-A2

Estimate Amount: Rs. 1,21,00,000/-

EMD :Rs.50000/- (Rupees Fifty thousand only)

E-tender form fee :Rs.5,000/- (Rupees Five thousand only).

(E-Tender Form Fee Rs.5000/-

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 and EMD. The E-Tender document can be downloaded from the Kerala Government E-tender portal www.etenders.kerala.gov.in. E-Tenders (both Technical and Price Bids) will be accepted up to **04:00 PM on 22.11.2022**. The documentary evidences called in the e-tender document shall be uploaded with Technical bid. Technical bids will be opened on **29.11.2022, 11:00 AM**. The verification of documentary evidences will be done on **29.11.2022, 11:30 AM** at KSSDA Office, Chembukkavu, Thrissur 680020.

On completion of verification of the technical bid, the financial bid of those successful bidders who have qualified the technical bid alone will be opened.

The financial evaluation of price bid of those who qualify in Technical Bid will be done subsequently. Any changes in the schedule of the dates, if any, will be published in the same e-tender portal. The KSSDA will accept only the tenders submitted through the e-tender system. The e-tender system will not accept any tenders after the submission date and time specified.

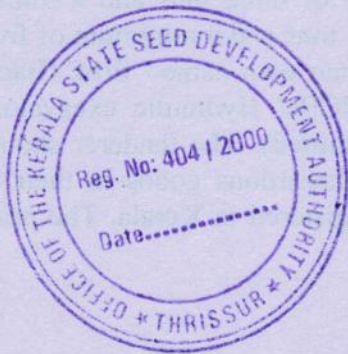
KSSDA shall not be responsible for any delay, loss or non-receipt of e-tender for whatever reasons. KSSDA reserves the right to reject or accept any e-tender either partially or wholly or to cancel the tendering process without assigning any reason, and the tenderers shall not be eligible for any compensation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

The original copy of the preliminary agreement, along with other necessary documents 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.

K.Chandran
ADDITIONAL DIRECTOR OF AGRICULTURE
Additional Director of Agriculture
Kerala State Seed Development Authority
Chembukavu P.O., Thrissur-680 020



No. KSSDA/421/2022-A2 DATED: 01/11/2022

E -TENDER NOTICE FOR TRANSPORTATION OF PADDY SEEDS OF KERALA STATE SEED DEVELOPMENT AUTHORITY [KSSDA], THRISSUR

TERMS AND CONDITIONS FOR TRANSPORTATION CONTRACT FOR MOVEMENT OF PADDY SEEDS BY ROAD

1.0. In these, terms and conditions :-

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

1.02. "Tenderer" means the firm/individual/ Agency, who submits the e-tender in the prescribed form along with Tender Form Fee, EMD and copies of other documentary evidences.

1.03. "Contract" means the contract arising out of the acceptance by the KSSDA of a tender for the transportation of paddy seeds by road.

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

2.00. Notwithstanding anything to the contrary contained in the tender of the transporters, the contract shall be governed entirely by the terms and conditions herein stipulated. Applicants are advised to study the tender document carefully and completely and to understand all the requirements that are 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.

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 kilometre shall be quoted for transportation of 3 ton, 5 ton and 10 ton of paddy seeds using the trucks.

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. The security deposit of the successful tenderer shall be deposited as per the G.O.[P]. No. 295/2015/Fin dated 15-07-2015. No interest will be paid for EMD/Security Deposit.

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

10.00. The final acceptance of the tender's rests entirely with the KSSDA Governing Board and /or the officer entrusted by the Governing Board; which does not bind itself to accept the lowest or any tender. The KSSDA Governing Board and /or the officer entrusted by the

KSSDA Governing Board also reserves the right to entrust the Transporting contract to more than one 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 transportation tenders of KSSDA for producing false documents and those who are terminated by the KSSDA before the completion of the contract period and /or due to any other reasons such as violation of tender conditions etc. are barred from participating in this tender and shall be technically disqualified. The tenderers who have been blacklisted by the Government is not allowed to participate in the e-tender.

13.00. The paddy seeds bagged in any unit size, at the discretion of the KSSDA, shall be transported by the tenderer with all protective measures [for preventing any damage / loss / unfavourable weather conditions].

14.00. Irrespective of the actual route undertaken by the truck, the shortest possible/feasible route and truck motorable only will be considered for the calculation of distance. Also, if a full load is to be delivered in parts at different destinations, only such portion of the paddy seeds actually transported on different sections of the route will be considered. Accordingly, there will be no payment for idle running. The KSSDA reserves the right to check the distance claimed by the transporter through suitable means [like verification through various distance calculators available in the world wide web [internet]. The actual travel distance will be calculated as the distance travelled from the point of loading to the point of last delivery through the shortest way for each truck load. If further distance has been run; for example from the point of delivery [Krishi Bhavan] to the concerned unloading place of Padasekhara Samithy of the Krishi Bhavan, a certificate has to be obtained from the concerned Agricultural Officer under seal and sign with regard to the additional kilometres of running. Similarly, in the case of lifting of seeds from farmer's field if any additional kilometres has been done a similar certificate shall be produced from the concerned Agricultural Officer.

15.00. The Transporter should place sufficient number of trucks at the disposal of the KSSDA for the despatch of paddy seeds to various destinations. If such trucks are not provided and if there is any delay in despatch of paddy seeds, action will be taken to terminate the contract.

16.00. If the Transporter 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 Transporter 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 Transporter 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 transportation of paddy seeds.

17.00. Ownership of trucks: -

17.01. The trucks owned by the tenderers and offered in response to this tender should be registered, in the case of:

17.02. Proprietorship/ Individuals - in the name of the tenderer

17.03. Partnership firms - in the name of the firm or in the name of any of the partners as per the terms of the partnership deed which shall be utilised for the business of the firm. In the event if the truck is registered in the name of partner, the concerned partner should give an affidavit for the use of the truck by the Firm and other partners should give another affidavit/NOC.

17.04. Company - in the name of the Company.

17.05. Co-operative society, in the name of the co-operative society.

17.06. The trucks / lorries mentioned in the tender quoted by the tenderer [for which registration certificates / fitness certificate of the concerned Motor Vehicles Department or respective authority submitted along with the tender] alone are to be used for transportation purposes.

17.07. If any of the trucks / lorries mentioned in the sub para 17.06 above are removed from the service of the tenderer for any reasons of the tenderer, the same shall be intimated in writing to KSSDA.

17.08. The details of lorry / truck of similar net load capacity, put into service in place of such removed trucks; are also to be intimated in writing to KSSDA, seven working days prior to the usage of such truck / lorry. The Photostat copies of the RC book and fitness certificate issued by the concerned Motor Vehicles Department along with the original documents are to be submitted for verification. The replaced lorry / truck is to be put into use after obtaining sanction from KSSDA. The time period of replacement of such truck / lorry removed from the service and that installation of the new lorry / truck shall not exceed a period of three weeks from the date of intimation to KSSDA.

17.09. If additional truck / lorry other than those mentioned in para 17.06 and 17.08. are put into use for paddy seed transportation, then also, permission has to be obtained as per para 17.08. However, such trucks engaged shall be under the ownership of the contractor/risk of the contractor

18.00. The trucks offered against this tender should conform to the specification mentioned in prevailing Motor Vehicles Act and should also comply with prevailing statutory requirements in the area of operation.

19.00. Copies of the following documents should be submitted online along with the Technical Bid.

19.01. A covering letter duly signed by the signatory.

19.02. Partnership deed / Memorandum of Association / Proof of Proprietorship as the case may be.

19.03. Power of Attorney of the Signatory, if applicable.

19.04. Latest copy of return of income filed with department of Income Tax.

19.05. Registration Certificates of trucks manufactured in or after 2005, registered in Kerala as per clause no. 18.

19.06. Valid goods carrier permits for carrying all kinds of unhazardous goods in their own

name in Kerala as on 28-11-2022.

19.07. Copy of PAN.

20.00. The originals of all the certificates/documents submitted online along with the technical bid shall be produced by the lowest bidder/s after financial bid evaluation for verification of the documents submitted online.

21.00. 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.

22.00. SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS

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

22.01. The Transporter shall transport the paddy seeds of the KSSDA from the KSSDA Processing Plants / sites and/or other storage places mentioned by the KSSDA.

22.02. The Transporter shall provide and put into operation such number of trucks for the transportation and movement of the paddy seeds as may be required by the KSSDA. Each such truck shall be manned with a driver holding appropriate and valid license, and/or a cleaner, both of whom shall have sufficient experience in transportation work involving large quantities.

22.03. The Transporter shall place the trucks in appropriate position so as to facilitate loading and unloading operations, smoothly, as may be required by the KSSDA from time to time and at any time. The Transporter should build up proper rapport with the authorities and avoid detention of lorries in his own interest. No claim of the Transporter on account of detention charges, whether at loading or at unloading point, will be entertained by the KSSDA under any circumstances.

22.04. The Transporter 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.

22.05. The Transporter 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.

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

22.07. The Transporter shall continuously keep posted a responsible person, who shall be available at all times for various transport 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. No truck drivers shall be permitted to receive any intents/loading passes directly. The transporter should have a valid e-mail id for communication of instructions with regard to the transportation of paddy seeds.

22.08 The Transporter or his authorised person shall acknowledge the receipt of paddy

seeds from the point of loading on the copy of the invoice or delivery note at the time of despatch of paddy seeds. It is the responsibility of the transporter/his agent to verify and acknowledge the number of bags during loading operations.

22.09. The transporter shall permit persons / padasekhara samithies who are willing to bring their own vehicles for transporting paddy seeds at time of exigencies.

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

22.11. The Transporter will be responsible and liable for the paddy seeds once he has taken delivery of it at the despatching point till such time as he delivers it to the designated consignee at the destination. It shall be the Transporter's responsibility to provide required number of tarpaulins to protect the stocks in transit until the paddy seeds are handed over to the consignees at the destination. No truck shall leave the loading point without proper covering by tarpaulins and properly secured and fastened irrespective of the weather conditions. Any losses or damage arising to the paddy seeds on any account whatsoever while in his custody would be recovered from the Transporter.

22.12 In case where a successful Tenderer after having made partial transportation fails to fulfil the contracts in full, all or any of the materials not transported may, at the discretion of the KSSDA, be transported by means of another tender/quotation or by negotiation or from the next higher Tenderer who had offered to transport at the risk and cost of the Transporter 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 Tenderer.

22.13 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 Transporter 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/firms 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 thereto committed by the Transporter. All expenses and damages caused to the KSSDA by any breach of contract by the Transporter 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.

22.14. The successful tenderer shall compulsorily maintain the necessary trucks during the pendency of the contract.

22.15. The Transporter shall be fully responsible and liable for the KSSDA's paddy seeds, under the Carriage by Road Act, 2007 or any statutory amendment or re-enactment thereof from time to time in force, for their 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 Transporter.

22.16. The trucks of the Transporter will be loaded with paddy seeds in bags for transportation to the specified destination and defect, if any, shall be brought to the

notice of the KSSDA at the time of loading itself. Subsequent complaints or objections regarding conditions of bags will not be entertained. Once the trucks are loaded with paddy seeds the acceptance of the concerned invoice / despatch note / delivery challan / issue note / gate pass by the representative of the transporter shall be deemed to be effective acceptance of paddy seeds from the KSSDA's loading place / godown, in good condition. The Transporter shall obtain a receipt from the designated Consignee or his representative authorised in that behalf at the destination giving details of his name and designation and under his seal acknowledging the safe delivery of the paddy seeds. The contractor shall present invoices for claiming transportation costs of every 10 days as a single invoice. Care should be taken to include all way bills [from the first way bill to the last way bill - serially numbered] run during the period claimed in the invoice. Such receipt shall be presented to the KSSDA while claiming payment of transportation charges within a maximum period of 30 (Thirty) days from the date of despatch, failing which the cost of such material as deemed fit for which acknowledgement has not been produced shall be recovered in full from the transporter. From the time of lifting the paddy seeds till actual delivery to the designated consignee the transporter would be entirely responsible for the stocks against damage, shortage, non-delivery, wrong delivery, theft, pilferage, deterioration or loss arising out of any cause whatsoever including the Transporter's mishandling of the paddy seeds or because of the Transporter's carrying out any of the operations or obligations which the Transporter is required to carry out in terms hereof in an improper way, or otherwise or because of the Transporters committing any breach of any of the provisions hereof, or because of the Transporter's failure or omission to carry out, execute, do, perform or fulfil any of the Transporter's obligations or operations herein, or because of any other reasons whatsoever whether due to the Transporter's default or otherwise and the value of such shortage, non-delivered paddy seeds, damage, deterioration or loss will be recovered immediately from the Security Deposit/the Transporter's bills. If the amount of such loss or damage is not so recovered or paid up by the transporter forthwith on demand, the transporter shall be liable to pay it with interest at 22% per annum thereon from the date of demand to the date of actual payment.

22.17. The quantum and amount of any losses/damages to the KSSDA including packing material, will be determined solely by the KSSDA and will not be open to any question by the Transporter.

22.18. The paddy seeds shall be deemed to be entrusted to the Transporter by the KSSDA and shall be held and transported by the Transporter in trust for the KSSDA and delivered only in accordance with the instructions given by the KSSDA from time to time. If there is any diversion on the part of the transporter of the Paddy seeds or loss or damage to the paddy seeds the Transporter will pay to the KSSDA on demand the value of the quantities so diverted lost or damaged as determined by the KSSDA apart from being liable for criminal proceedings for breach of trust. The Transporter will also be entirely responsible for any wrong delivery and the cost of the paddy seeds will be recovered from him with all costs and losses. All cases of recovery from the Transporter shall be at the sale prices as prescribed by the KSSDA from time to time.

22.19. Notwithstanding 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.

22.20. Transporter 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, that of the Transporter and that of consignees, nominees, representatives of the KSSDA.

22.21. The Transporter, 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.

22.22. The Transporter 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 Transporter or his agents, employees and workmen.

22.23 The Transporter 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 Transporters shall be payable exclusively by the Transporter and the KSSDA shall not in any way be responsible or answerable for any such claims for compensation against the Transporter by his employees, workmen, representatives, nominees agents or any person whomsoever and the Transporter hereby undertakes to indemnify the KSSDA against all such claims.

22.24. The Transporter 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.

22.25. For all works under this Contract the transporter will employ his own workmen and none of the workmen employed by the transporter under this Contract are the KSSDA's workmen or under the KSSDA's control or supervision, and the Transporter, 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 Transporter undertakes to observe and perform all statutory regulations and obligations relating to the employment of such workmen. The Transporter 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 Transporter, by any person, whether a workman, visitor licensee, sub-contractor or his employee or otherwise.

22.26. The KSSDA will be entitled to deduct directly from the bills to be paid to the Transporter 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 Transporter's default in respect of all liabilities and obligations referred to in preceding clauses.

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

22.28. If the Transporter 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 Transporter hereunder 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 Transporter.

22.29. The original way bills shall either be issued in person and / or copies of the same will be issued / released to the contractor either by WhatsApp message or as email to the contractor. Soon after obtaining the way bill by either of the methods mentioned above, the contractor is to take the load and effect the supply within a maximum time period of 72 hours or three working days.

22.30. All communications [other than those mentioned in pre para 22.29.] to the contractor shall be send by email and/or registered post to the address of the contractor.

22.31. All communications of the contractor to KSSDA shall be communicated using the following options.

a. As hard copy, duly signed by the authorised signatory / contractor.

and / or

b. As soft copy / hard copy with proper proper digital signature as envisaged in the Information Technology [IT] Act 2000.

and / or

c. If send via e-mail, with proper digital signature as envisaged in IT Act 2000.

and / or

d. if send as e-mail attachment, the attachment shall be a scanned copy with proper authentication on the attached letter / document.

22.32. The quantity issued as per way bill shall be transported using truck / lorry having minimum net capacity equivalent or above the load of paddy seeds mentioned in the way bill

22.33. The contractor shall furnish the daily reports of seed movement

22.34. The transportation/ delivery of godds shall be effected within three working days from the date of receipt of the waybill

23.00. TERMS OF PAYMENT:

23.01. In consideration of the Transporter 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 Transporter the transportation charges at the rates accepted by the KSSDA. All payments are generally made by bank cheques / RTGS after deducting taxes if any.

23.02 The invoice should be accompanied by the acknowledgement from the consignee as mentioned under Special Conditions (Clause 22.16).

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

23.04 The distance of transportation of the paddy seeds claimed by the transporter from the despatching points to the specified destinations for the purpose of payments hall be determined by the KSSDA[by internet / software]. The distance so determined by the KSSDA shall be binding on the Transporter and shall not be open to any question by the transporter.

23.05 The paddy seeds to be transported may be normally in 30 kg (net) or as may be decided by the KSSDA from time to time in jute/HDPE bags or any smaller or larger packing of Jute/HDPE bags. The weight of the paddy seeds transported to the specified destinations for the purpose of payment shall be on the basis of actual net weight as marked on the bags. Such weight shall be binding on the Transporters and shall not be open to any question by the transporter.

23.06. Transportation charges for the paddy seeds taken back from our customer (in case of complaint etc.) shall be at the same rate as that of paddy seeds transported to customer.

24.00 SECURITY DEPOSIT

24.01 The Transporter shall provide a Security Deposit of Rs. 6,05,000/- [Rupees Six lakh five thousand only].

24.02 The Security Deposit to be in the form / mode as depicted in para 8 above.

24.03 The Security Deposit is to be furnished within a period of one week of the receipt of the order sanctioning the contract.

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

24.05 The Security Deposit shall be refunded within a reasonable time after the expiry of the Contract subject to the Transporter 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.

25.00. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the KSSDA nor the Transporter 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 transporter 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 Transporter shall consult with each other, regarding the future implementation of the Contract. The Transporter 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 email or in writing, immediately followed by a confirmatory letter sent by Registered Post with acknowledgement due.

26.00. Any notice to be sent to the Transporter shall be deemed to be sufficiently served if sent by Registered Post to the last known address of the Tenderer / Email.

27.00. The KSSDA is in the process of the converting its dealings online. Hence, transporter should, upon receipt of information from the KSSDA should provide lorries fitted with RTO approved GPS systems suitable to the software of the KSSDA within one month of the notice.

28.00 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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