



കേരള സർക്കാർ
Government of Kerala
2021



Regn. No. KERBIL/2012/45073
dated 5-9-2012 with RNI

Reg. No. KL/TV(N)/634/2021-2023

കേരള ഗസറ്റ് KERALA GAZETTE

ആധികാരികമായി പ്രസിദ്ധപ്പെടുത്തുന്നത്

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PART III

Notifications by Heads of Departments

Agriculture Development and Farmers' Welfare Department

e-TENDER NOTICE

No. A(4)-3138/21.

13th April 2021.

The Principal Agricultural Officer, Palakkad (PAO) on behalf of the Governor of Kerala invites competitive e-tenders in two cover system from competent, experienced transport contractors/agencies/individuals/firms for the Transportation of Planting Materials/Farm Produce from various production centres to different sub offices of the Agriculture Development & Farmers' Welfare Department as per the direction of the Principal Agricultural Officer, Palakkad; for a period of one year from the date of award of contract. The e-tender document can be downloaded from the Kerala Government e-Tender portal www.etenders.kerala.gov.in

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 ₹ 200, scanned copies of Registration Certificates of Lorries and other details called for in the tender document shall be uploaded with Technic Bid. 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 on, the date of opening of the technical bid part of the tender. The trucks should be registered in Kerala. The price bid should contain the rate quoted in the format.

Estimate Amount—₹ 6,00,000.

Earnest Money Deposit (EMD)—₹ 15,000.

e-Tender form fee—₹ 1,344.

Tender Form Fee— ₹ 1,200 + 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 and EMD. e-Tenders (both Technical and Price Bids) will be accepted up to 4 p.m. on 14-5-2021. The documentary evidences called in the e-tender document shall be upoaded along with Technical bid. Technical bids will be opened on 20-5-2021, 11 a.m. The verification of documentary evidences will be done on 20-5-2021, 11.30 a.m at Principal Agricultural Office, Civil Station, Palakkad-678 001.

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 on the same day at 3.30 p.m. Any changes in the schedule of the dates, if any, will be published in the same e-tender portal. The tenders should be submitted through the e-tender system.

The e-tender system will not accept any tenders after the submission date and time specified.

PAO shall not be responsible for any delay, loss or non-receipt of e-tender for whatever reasons. PAO 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 18 should be submitted by the successful tenderer as laid out in para 19 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 21-6-2013 and subsequent orders related to e-tendering will be applicable for this tender also.

Terms and Conditions

- 1.0. In these, terms and conditions:—
- 1.01. “PAO” means Principal Agricultural Officer, Palakkad.
- 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 PAO of a tender for the transportation of Planting materials/farm produce by road.
- 1.04. “Transporter/Contractor” means the successful tenderer whose tender the PAO 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. The details of planting materials/farm produce that are to be transported are given in the table below.

<i>Truck Description</i>	<i>Planting Material Details</i>	<i>Remarks</i>
Lorry with net loading capacity of 7 Tons	Loading platform should hold 1500 Nos. of coconut seedlings. The other planting materials and farm produce based on their size/volume	The planting materials will be loaded to the truck in a standing position and the same is to be transported in the same manner.

- 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 ₹ 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 15-7-2015. No interest will be paid for EMD/Security Deposit.
- 9.00. The EMD / Security Deposit will be forfeited to the PAO, if the transporter fails to fulfil the contract during the period of contract.
- 10.00. The final acceptance of the tender rests entirely with the Director, Agriculture Development & Farmers' Welfare Department (ADFWD) and/or the officer entrusted by the ADFWD; which does not bind itself to accept the lowest or any tender. The ADFWD and /or the officer entrusted by the ADFWD also reserve 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 PAO and/or ADFWD in any manner in their favour will disqualify their tenders.
- 12.00. The tenderers who have been disqualified during the previous transportation tenders of PAO and/or ADFWD for producing false documents and those who are terminated by the PAO and/or ADFWD 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 are not allowed to participate in the e-tender.
- 13.00. The planting materials/farm produce 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 planting materials/farm produce actually transported on different sections of the route will be considered. There will be no payment for idle running. PAO reserves the right to check the distance claimed by the transporter through suitable means (like verification through various distance calculators available in the 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. Hire charge will be fixed on the kilometre run by the loaded vehicles.
- 15.00. The Transporter should place sufficient number of trucks at the disposal of the PAO for the despatch of planting materials/farm produce to various destinations. If such trucks are not provided and if there is any delay in despatch of planting materials / farm produce, action will be taken to terminate the contract.
- 16.00. If the Transporter fails to carry out the work entrusted, the PAO may terminate his services after serving a showcause notice. Despatch of the showcause notice by Registered 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 PAO reserves the right to appoint additional contractors for the same work for the same period to ensure the timely and smooth transportation of planting materials/ farm produce.
- 17.00. 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.
- 18.00. Copies of the following documents should be submitted online along with the Technical Bid.
- 18.01. A covering letter duly signed by the signatory.
- 18.02. Partnership deed/Memorandum of Association/ Proof of Proprietorship as the case may be.
- 18.03. Power of Attorney of the Signatory, if applicable.
- 18.04. Latest copy of return of income filed with department of Income Tax.
- 18.05. Registration Certificates of trucks manufactured in or after 2006, registered in Kerala as per clause No. 18.
- 18.06. Valid goods carrier permits for carrying all kinds of unhazardous goods in Kerala as on the date of opening of the e-tender.
- 18.07. Copy of PAN.
- 19.00. 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.
- 20.00. Special conditions, if any, of the Tenderers attached with the e-tender will not be applicable to the contract unless they are expressly accepted in writing by the PAO and/or ADFWD.

21.00. 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:

- 21.01. The Transporter shall transport the planting materials/farm produce from the various places to various locations as mentioned by the PAO.
- 21.02. The Transporter shall provide and put into operation such number of trucks for the transportation and movement of the planting materials/farm produce as may be required by the PAO. 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.
- 21.03. The Transporter shall place the trucks in appropriate position so as to facilitate loading and unloading operations, smoothly, as may be required by the PAO 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 PAC under any circumstances.
- 21.04. The Transporter shall do, keep, carry out, perform, execute and fulfil such other works and operations as determined by the PAO to be incidental or ancillary to or necessary for the doing, keeping, carrying out performance, execution and fulfilment of its obligations in terms hereof.
- 21.05. 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 PAO from time to time.
- 21.06. 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 planting materials/farm produce of the PAO without any disturbance or interruptions of whatsoever nature in fulfilling its obligations towards smooth and prompt transport.
- 21.07. 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 PAO or representatives so nominated by the PAO for the purpose from time to time and at any time. 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 planting materials and farm produce.
- 21.08. The Transporter or his authorised person shall acknowledge the receipt of planting materials/farm produce from the point of loading on the copy of the invoice or delivery note at the time of despatch of planting materials/farm produce. It is the responsibility of the transporter/his agent to verify and acknowledge the number of planting materials farm produce/covers, packets etc., during loading operations.
- 21.09. 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.
- 21.10. The Transporter will be responsible and liable for the planting materials/farm produce 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 protect the stocks in transit until the planting materials/farm produce are handed over to the consignees at the destination. Any losses or damage arising to the planting materials/farm produce on any account whatsoever while in his custody would be recovered from the Transporter.
- 21.11. In case where a successful Tenderer after having made partial transportation fails to fulfil the contract in full, all or any of the materials not transported may, at the discretion of the PAO, 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 financial loss, if any, caused to the PAO shall together with such sums as may be fixed by the PAO towards damages be recovered from the defaulting Tenderer.
- 21.12. In case the contractor becomes insolvent or goes into liquidation, or makes, or proposes to make any assignment for the benefit of his 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/herself/agency etc. liable to damages amounting to the whole of the security deposits, the contract shall there upon, after notice given by the PAO to the contractor, be determined and the PAO may complete the contract in such time and manner and by such persons/firms as the PAO shall think fit. But such determination of the Contract shall be without any prejudice to any right or remedy, of the PAO against the contractor or sureties in respect of any breach of contract thereto committed by the Transporter. All expenses and damages caused to the PAO by any breach of contract by the Transporter shall be paid by him to the PAO and may be recovered from the contractor under the provisions of the Revenue Recovery Act in force in the State.

- 21.13. The successful tenderer shall compulsorily maintain the necessary trucks during the pendency of the contract.
- 21.14. The Transporter shall be fully responsible and liable for the planting materials/farm produce, 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 planting materials/farm produce is in the custody and/or control of the Transporter.
- 21.15. The trucks of the Transporter will be loaded with planting materials/farm produce for transportation to the specified destination and defect, if any, shall be brought to the notice of the PAO at the time of loading itself. Subsequent complaints or objections regarding conditions of planting materials/farm produce will not be entertained. Once the trucks are loaded with planting materials/farm produce 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 planting materials/farm produce from the PAO'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 planting materials/farm produce. 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/issue notes etc. (from the first bill to the last bill-serially numbered) run during the

period claimed in the invoice. Such receipt shall be presented to the PAO 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 planting materials/farm produce 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 planting materials/farm produce 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 planting materials/farm produce, 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.

- 21.16. The quantum and amount of any losses/damages to the PAO including packing material, will be determined solely by the PAO and will not be open to any question by the Transporter.
- 21.17. The planting materials/farm produce shall be deemed to be entrusted to the Transporter by the PAO and shall be held and transported by the Transporter in trust for the PAO and delivered only in accordance with the instructions given by the PAO from time to time. If there is any diversion on the part of the transporter of the planting materials/farm produce or loss or damage to the planting materials/farm produce the Transporter will pay to the PAO on demand the value of the quantities so diverted lost or damaged as determined by the PAO 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 planting materials/farm produce 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 PAO from time to time.

- 21.18. Notwithstanding anything contained in these terms and conditions the PAO shall have the right to seize and remove their planting materials / farm produce at any time, as the PAO 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 PAO's right to seize and remove their stocks at their discretion.
- 21.19. Transporter shall observe the ground rules as may be formulated from time to time by PAO in order to maintain smooth operations and harmonious relationship among the various personnel of the PAO, that of the Transporter and that of consignees, nominees, representatives of the PAO.
- 21.20. The Transporter, shall on instruction of the PAO remove any worker or person employed, if in the opinion of the PAO he is not a fit person to be retained on the work.
- 21.21. The Transporter shall be liable to reimburse to the PAO and keep full indemnified the PAO against all actions, claims, demands, cost, charges and expenses whatsoever arising out of or in connection with any damages caused to loading sites, unloading sites, 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.
- 21.22. 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 Transporter shall be payable exclusively by the Transporter and the PAO 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 PAO against all such claims.
- 21.23. 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 PAO.
- 21.24. 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 PAO's workmen or under the PAO's control or supervision, and the Transporter, and not the PAO, 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.
- 21.25. The PAO will be entitled to deduct directly from the bills to be paid to the Transporter any sum or sums paid by the PAO and which sum or sums the PAO 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.
- 21.26. The transporter shall not assign or give sub-contract of the work awarded to him by the PAO.
- 21.27. If the Transporter fails to do, perform, render, execute, fulfil, keep, carry out, discharge or handle any, each and every of his work, services, obligations, responsibilities and liabilities here under, the PAO shall at its option be entitled to terminate the Contract awarded to the Transporter here under at his risk, cost consequences and without any prior notice or reference to him, without prejudice to the PAO's rights, and without involving the PAO in any liability in that regard. In such an event, the PAO shall be entitled to make alternative arrangements for getting the work and services awarded to the Transporter.

- 21.28. The original way bills/distribution order shall either be issued in person and/or copies of the same will be issued/released to the contractor either by WhatsApp message and/or as e-mail and/or by tapal to the contractor. Soon after obtaining the way bill/distribution order 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.
- 21.29. All communications (other than those mentioned in pre para 21.28.) to the contractor shall be send by email and/or registered post to the address of the contractor.
- 21.30. All communications of the contractor to PAO 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 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.
- 21.31. The quantity issued as per way bill/supply order etc. shall be transported using truck/lorry having minimum net capacity equivalent or above the load of planting materials/farm produce mentioned in the way bill.
- 22.00. TERMS OF PAYMENT:
- 22.01. In consideration of the Transporter doing, fulfilling, keeping carrying out, performing and discharging his obligations and liabilities here under in terms hereof and in time and manner satisfactory to the PAO, the PAO shall pay to the Transporter the transportation charges at the rates accepted by the PAO/ADFWD. All payments are generally made Bank cheques/RTGS after deducting taxes if any.
- 22.02. The invoice (in duplicate) should be accompanied by the acknowledgement from consignee as mentioned under Special Conditions (Clause 21.15). Separate bill/invoice along with copy of the RC of the vehicle should be produced for effecting the payment.
- 22.03. The rates accepted by the PAO/ADFWD shall be firm for the period of the Contrat.
- 22.04. The distance of transportation of the planting materials/farm produce claimed the transporter from the despatching points to the specified destinations for the purpose of payment shall be determined by the PAO (by Internet/Software) and/or based on the submission with due authentication of the staff of PAO accompanying the vehicle. The distance so determined by the PAO shall be binding on the Transporter and shall not be open to any question by the transporter.
- 22.05. Transportation charges for the planting materials/farm produce taken back from our customer (in case of complaint etc.) shall be at the same rate as that of planting materials/farm produce transported to customer.
- 22.06. The invoice/bill should be submitted in the prescribed format.
- 23.00. SECURITY DEPOSIT:
- 23.01. The Transporter shall provide a Security Deposit of ₹ 30,000 (Rupees Thirty thousand only).
- 23.02. The Security Deposit to be in the form/mode as depicted in para 8 above.
- 23.03. The Security Deposit is to be furnished within a period of one week of the receipt of the order sanctioning the contract.
- 23.04. 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.
- 23.05. The Security Deposit shall be refunded within a reasonable time after the epiry 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 PAO and after producing 'No Due Certificate' from the concerned offices/sections.
- 23.06. The successful tenderer, after depositing the security deposit, will execute an agreement in Kerala Stamp Paper worth ₹ 200 in the prescribed format.

24.00. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the PAO 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 PAO 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 PAO 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 PAO 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.

- 25.00. 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.
- 26.00. Department vehicles will also be used for transportation of planting materials/farm produce. Rented vehicles will be used only when there is shortage of departmental vehicles.
- 27.00. After getting approval of the tender, if the tenderer (L1) fails to execute agreement and security deposit, the tender will be given to the next lowest tenderer (L2) with the permission of the ADFWD and the EMD will be forfeited to the Government.
- 28.00. Additional details can be had from the office of the undersigned during office hours on all working days.
- 29.00. Violation of any rules/tender conditions/directions in supply order issued by the transporter will lead to the cancellation of the contract, followed by other legal procedures.
- 30.00. 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.

ANNEXURE-IV

BIDDER SELF INTRODUCTION LETTER
(To be submitted in Letter Head)

Date:

To

The Principal Agricultural Officer,
Civil Station P. O., Palakkad-678 001

Sir,

Ref:—Tender No. A(4)3138/21 dt. 13-4-2021

With reference to the above tender, I/We are hereby submitting my/our offer for the transportation of planting materials and farm produce of Agricultural Development and Farmers Welfare Department (ADFWD).

My/Our address for communication (with Telephone, Fax No., E-mail Id) on which Purchase Order is to be placed is given below:

.....
.....
.....
.....

(I/We, undersigned, offer transportation of planting materials and farm produce of ADFWD in conformity with tender specifications referred above and also to the said terms & conditions of contract for the sum shown in the commercial bid attached herewith and made part of this bid)

- (1) I/We undertake, if our Bid is accepted, to complete the transportation of planting materials and farm produces in the stipulated time from the date of issue of way bill/distribution order.
- (2) I/We agree to abide by this Bid conditions up to 90 days from the date of opening of the tender and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- (3) I/We understand that you are not bound to accept the lowest or any bid, you may receive.
- (4) I/We affirm that we have enclosed the acceptance of all the terms and conditions.

Agricultural Office,
Palakkad.

(Sd.)
Principal Agricultural Officer.

Signature with
Seal/Address

ANNEXURE - III
AGREEMENT
(In ₹ 200 Kerala Stamp Paper)

Articles of agreement executed on day of.....Two thousand and Twenty One between the Department of Agriculture Development and Farmers' Welfare, represented Principal, Agricultural Officer, Palakkad (hereinafter referred to as Department) for and on behalf of the Governor of Kerala; of the one part
AND

.....(Name and address of bidder) and herein after referred to as Bounden of the other part.

Whereas in response to the notification Number No. A(4)3138/21 dt.13-4-2021 of Department the bounden has submitted to the Department a tender for "Transportation of Planting Materials and Farm Produce During 2021-22", subject to the terms and conditions contained in the said tender.

Whereas the bounden has also deposited with the e-tender of the Department a sum of ₹ 15,000 as Earnest Money Deposit for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Department.

Now These Present Witnesses And It Is Hereby Mutually Agreed As Follows:—

- (1) In case the tender submitted by the bounden is accepted by the Department and the contract for the transportation of planting materials and farm produce is awarded to the bounden, the bounden shall execute an agreement with the Department incorporating all the terms and conditions under which the Department accepts his tender.
- (2) In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Department shall have power and authority to recover from the bounden any loss or damage caused to the Department by such breach as may be determined by the Department 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 Department under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable as decided by the Department.

(4) In witness whereof the bounden andPrincipal, Agricultural Officer, Palakkad for and on behalf of the Governor of Kerala has hereunto set their hands.

Signed by the(hereenter the name of the bounden)

Signature:

Seal/Address:

in presence of witness:

(1)

(2)

Signed by the..... Principal, Agricultural Officer, Palakkad for and on behalf of the Governor of Kerala.

Signature:

Designation:

in presence of witness:

(1)

(2)

ANNEXURE-II
COMPLIANCE STATEMENT

<i>Sl. No.</i>	<i>Criteria</i>	<i>Remarks</i>
1	Lorry —Capacity of 7 Tones to hold at least 1500 Nos. of coconut seedlings. The other planting materials and farm produce based on their size/ volume.	

ANNEXURE-I
BID COVERING LETTER

From

To

The Principal Agricultural Officer,
Civil Station,
Palakkad-678 001

Sir,

Sub:—Bid Form for transportation of planting materials and farm produce during 2021-22-reg.

Ref: —Tender No. A(4)3138/21 dated 13-4-2021.

1. Having read and examined the conditions of tender in full, the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to undertake tender for transportation of planting materials and farm produce, with tender specifications referred above and also to the said terms and conditions of contract for the sum shown in the commercial bid(s) attached herewith and made part of this bid.
2. I/We undertake, if our Bid is accepted, we will complete the stipulated work within the time period based on the way bills/supply orders issued by Principal Agricultural Officer, Palakkad.

3. I/We agree to abide by this Bid up to 90 days from the date of tender opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. I/We understand that you are not bound to accept the lowest or any bid, you may receive.
5. I/We affirm that I/We have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by me/us.
6. The tender document for the “Transportation of Planting Materials and Farm Produce” mentioned above have been obtained by me from the URL: <https://etenders.kerala.gov.in>, the official website of Government of Kerala and/We hereby certify that I/we have read and completely understood the entire terms and conditions of the tender document, which shall form part of the contract agreement and I/We shall abide by the conditions clauses contained therein.
7. My/Our GST & PAN Numbers are as follows:

GST Registration Number :

PAN Number :

.....dated this.....day of 2021

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness 1.

Signature:

Witness 2.

Signature