



**Kerala Livestock
Development Board Ltd.**
(A Government of Kerala undertaking)

Seed Unit, Dhoni Farm
Palakkad - 678 009
Ph.: 0491: 2552926
Email.kldbseed@gmail.com

No. SUD/ 18/2019

Date: 30.09.2020

SHORT TENDER NOTICE

Competitive sealed tenders superscribing Supply of “Quality Fodder Seeds” are invited by the undersigned from producers/ suppliers having valid tax registration.

SI No	Type of Seed	Quantity	EMD	Cost of Tender form	Time of Supply
1	Maize (African Tall)	4.5 MT	Rs.2000/-	Rs. 448/- Inclusive of GST	20 days

Tender form can be had from this office on written request and payment of cost by cash or Demand Draft. The tender forms can also be downloaded from the website: www.livestock.kerala.gov.in. In such case, the tenderer should enclose a DD for the cost of tender form, along with the tender being submitted in addition to EMD. Sale of tender forms will be up to 1 Pm on 20.10.2020. Last date for the receipt of Tender: 20.10.2020, 3 P.M. Date and time opening of tender: 20.10.2020, 3.30 P.M. EMD Should be remitted by DD/online Payable at Palakkad or any Nationalized Bank in favour of Manager (AH), KLD Board Ltd., Dhoni, Palakkad -9. If the tender date happens to be a holiday, the tender date will be the next working day. Validity of the tender will be till 31.03.2021. Procurement will be made in one installments and the payment will be made only after due checking of the procured seeds on random basis in order to verify the assured quality in each consignment. The undersigned reserves the right to accept or reject any of the tender without assigning any reason whatsoever.

For further details, contact the office of the under signed or visit our website www.livestock.kerala.gov.in

Co-ordinator



**Kerala Livestock
Development Board Ltd.**
(A Government of Kerala Undertaking)

Seed unit, Dhoni
Palakkad - 678 009
Ph.: 0491 2552926
[E mail.kldbseed@gmail.com](mailto:kldbseed@gmail.com)

TENDER No. SUD/18/2019
FOR SUPPLY OF QUALITY FODDER SEEDS

Name of Tenderer :

Address :

Signature of the tenderer :

Last date and time of Receipt of tenders: Up to 3PM on 20.10.2020

Form of Tender

From

To

**The Co-ordinator,
Kerala Livestock Development Board Ltd.,
Bull Station, Dhoni (P.O), Palakkad,
Kerala.**

Sir,

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

*I/We am/are remitting/have separately remitted the required amount of Rs. as earnest money deposit.

Yours faithfully,

Date:

Signature:
Address :

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

KERALA LIVESTOCK DEVELOPMENT BOARD LTD.
(A Govt. of Kerala Undertaking)
Seed Unit, Dhoni.P.O. Palakkad
Phone: 0491-2552926

Superscription

File No. SUD/47/2013 (Supply of fodder seeds)

Sale of tender form	:	Up to 1 PM on 20.10.2020.
Due date and time for receipt of tender	:	20.10.2020, 3 PM
Date and time for opening of tender	:	20.10.2020, 3.30 PM
Date up to which the rates are to be firm for acceptance	:	31.03.2021.
Price of tender form	:	Rs. 448/-(including GST)
Price of duplicate copy	:	Rs.224/-(including GST)
EMD to be furnished with tender	:	Rs. 2000/- (Rupees Two Thousand only).
Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent	:	The Co-ordinator, Kerala Livestock Development Board Ltd., Seed Unit, Dhoni.(P.O)., Palakkad. Pin: 678 009.

Co-ordinator
*(Name and Designation
of Purchasing Officer)*

Date: 30.09.2020

KERALA LIVESTOCK DEVELOPMENT BOARD LTD.
(A Govt. of Kerala Undertaking)
Seed Unit, Dhoni. P.O. Palakkad

General Conditions

Sealed tenders are invited for the supply of materials as specified in the **Schedule** attached.

1. The tenders should be addressed in the prescribed form to the officer mentioned in the *superscription* in a sealed cover with the tender number and name duly super scribed on the cover
2. Tender form can be obtained on payment of cost as specified in the superscription. Duplicate copies of tender forms will also be issued at the rate specified. The cost of tender forms once paid will not be refunded. Tenders, which are not in the prescribed form, are liable to be rejected.
3. The rates quoted should be only in Indian currency.
4. Intending tenderers should send their tenders in original tender form so as to reach the officer mentioned in the *superscription* on due date and time. No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance up to **31.03.2021**. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
5. **(a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money as shown in Annexure – I. The amount may be paid in the Bank account of KLD Board, Palakkad, the details of which are given below, along with the cost of tender form.**

Name of Bank: State Bank of India
Branch: Olavakkot, Palakkad.
Current Account No. 57028693728
IFS Code: SBIN0002245

The UTR number or proof of remittance may be submitted along with the tender.

EMD and Tender cost in any other forms (such as cash, DD, cheque) will not be accepted. The earnest money deposit of the unsuccessful tenderers will be returned within a period of one month after the tender are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money deposit".

(b) Bidders whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

© (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and Village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi and Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions / State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money deposits in support of tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and Commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

6. Every tender should send along with his tender, an earnest money of **Rs. 2000/- (Rupees Two Thousand only)** in the form of Cash remitted in office/ Demand Draft drawn in the name of Manager (AH), Kerala livestock Development Board Ltd., Dhoni.P.O., Palakkad, payable at Palakkad. The earnest money deposit of the unsuccessful tenderers will be returned as soon as possible after the tender are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.
7. If any tenderer withdraws from his tender before expiry of the period fixed the rates firm for acceptance, the earnest money, if any, deposited by him will be forfeited to the Board or such action taken against him as the Board may think fit.
8. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for supply of the articles tendered for.
9. (a) The tenders shall clearly specify whether the articles offered bear Indian Standards Institution Mark or not. In such cases, they shall produce copies of certification mark along with their tenders in support of it.

(b) Tenders shall clearly specify whether the goods are offered from indigenous sources or from imported stocks in India. Offers for import will not be accepted.
10. The final acceptance of the tenders rests entirely with the Co-ordinator, Kerala Livestock Development Board Ltd. (KLD Board Ltd.), Palakkad who does not bind himself to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
11. In the case of materials of technical nature the successful tenders should be prepared to guarantee satisfactory performance for a definite period.
12. The successful tenderer shall execute an agreement for the due fulfillment of the contract within a period specified in the letter of acceptance. The contractor shall pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.
13. (a) The successful tenderer shall, before signing the agreement, within period specified in the letter of acceptance of his tender, deposit security amount as specified for the satisfactory fulfillment of the contract. The amount of security may be deposited in the manner prescribed in clause 5 supra. Deposit receipts of any scheduled banks duly endorsed in favour of the Manager (AH), KLD Board Ltd., Dhoni. P.O., Palakkad or Bank Guarantee in the form approved by the Board will also be accepted as security. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to the Board and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Board on

account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may, at the discretion of the Co-ordinator, KLD Board Ltd., Dhoni. P.O., Palakkad be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Board shall thereby together with such sums as may be fixed by the Board towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rates shown in the tender of the defaulter shall be forfeited and the balance alone shall be refunded.

14. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiry of the contract but in the event of any dispute arising the Board shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the Board to the contractor. In all cases there is guarantee for the goods supplied the security deposit will be released only after expiry of the guarantee period. No interest shall be paid for security deposit.
15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly. (Period to be specified).
16. Payments will be made only after the supplies are actually received, installed, commissioned and completion certificate from authorized officers are submitted or after random checking of seed consignments for adherence to quality. The Payment will be made ONLY in Indian rupees in the form of local DD payable in India or by online. In the case of DD all incidental expenses must be met by the supplier(s). Under no circumstances *Letter of Credit* payment condition will be accepted.
17. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or any persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Co-ordinator, KLD Board Ltd., Dhoni.P.O., Palakkad who shall have absolute powers to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub contractor upon such revision. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18. In case the contractor becomes insolvent, or goes into liquidation, or made or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, or carries 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 his 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 Co-ordinator, KLD Board Ltd., Dhoni. P.O., Palakkad to the contractor be determined and the Board may complete the contract in such time and manner and by such persons as the Board shall think fit. But such determination of contract shall be without any prejudice to any right or remedy of the Board against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the Board by any breach of contract by the contractor shall be paid by the contractor to the Board and may be recovered from him under the provisions of the Revenue Recovery Act in force in the state.
19. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and in his part to be observed and performed, then and in any such case, it shall be lawful for the Board (if it shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Board by an order in writing under the hand of the Co-ordinator, KLD Board Ltd., Dhoni.P.O., Palakkad put an end to this contract and in case the Board shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court at Palakkad only.
20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Board or any other person authorised by the Board and set off against any claim of the Board for the payment of a sum of money arising out of or under any other contract made by the contractor with the Board or any other person authorised by the Board. Any sum of money due and payable to the successful tenderer or contractor from Board shall be adjusted against any sum of money due to the Board from him under any other contracts.
21. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business or may be handed over to his agent personally or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served on the contractor on the date on which, in ordinary

course of post a letter so addressed and posted would reach his place of abode or business.

22. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
23. Any attempt on the part of the tenderer, or their agents to influence the contract in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
24. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in suppliers or failure to supply within the stipulated period.
25. Sample of seeds should be forwarded with the tender and unapproved samples got back by the tenderers at their own cost. Samples sent by VPP post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Samples sent by post, railway or plane should be so dispatched so as to reach the Board not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. The Board will not be responsible if any sample is found missing at any time due to non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for supply of materials are liable to be rejected unless accompanied by samples of the materials tendered for are forwarded.
26. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details/ documents posted before the due date of the tender.
27. The prices quoted should be inclusive of all taxes, duties, etc., and delivery at Kerala Livestock Development Board, Seed Unit, Dhoni, Palakkad, which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract. In case GST or any other tax is extra, the rate payable must be clearly specified.
28. The tenderer will invariably furnish the following certificates with their bills for payment.

“Certified that the goods on which Sales Tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the rules made there under and the charges on account of Sales Tax on these goods are correct under the provisions of the relevant act or the rules made there under. Certified further that we (or Branch or Agent)

(Address)

- are registered as dealers in the State ofunder Registration No.for the purposes of Sales Tax”
29. Special condition, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
 30. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper worth Rs. 200/-. A specimen form of agreement is given as annexure to the tender. Tenders without agreement in Stamp Paper will be rejected outright.

**Co-ordinator,
KLD Board**
*(Name and Designation
of Purchasing Officer)*

Special conditions:

1. The tender is for supply of fodder seeds as mentioned in the schedule at Kerala Livestock Development Board, Seed Unit, Dhoni, Palakkad.
2. Either Seed producers or their authorized dealers alone are entitled to submit tenders.
3. It may be clearly understood that the Board will have absolute powers either to defer/drop the purchase or limit the quantity according to actual requirement at the time of finalization of the tender. The seeds will be purchased only in **one** installments as per requirement of the board
4. The specifications/ quality of seeds should qualify the quality standards set by the board. Payment will be made only after quality checking of the supplied seeds on random basis. Only seeds adhering to quality standards will be procured. The quality of seeds will be the basis for finalizing the tender and decision taken by the Board in this regard will be final.
5. All ingredients should be clearly printed on the package of supplied items as per this tender. If any variation is noted in the actual content and the printed matter at any time from the date of supply for the

specified period the contractor will be bound to replace all such materials at his risk and cost failing which the Board will have rights to collect any losses accrued by the Board on this account from any amount / security deposit payable to the contractor or by initiating other formalities including revenue recovery.

- 6 The rates quoted should be all inclusive in Indian Rupees only, for Supply/delivery of the items at Kerala Livestock Development Board, Seed Unit, Dhoni, Palakkad. Rate offered for each items should be shown separately in the schedule of items, in figures and words. When the rates quoted in figures and words disagree, the rates noted in words will be taken for the purpose of settlement of contract and the contractor is bound to accept the rates if the contract is awarded to him.
- 7 The full details of the product supported with product information literature should be annexed with the tender.
- 8 The items should have an expiry date of not less than one year from the date of supply. If the expiry date is earlier in any of the items, the same shall be mentioned separately.
- 9 In normal case the payment will be made within one month from the date of completion of supply of the items, subject to fulfilment of other formalities. Negotiation of despatch documents through bank or advance payment will not be allowed.
10. In case any dispute arises in connection with the contract, legal proceedings relating to the matter shall be instituted in a Court within whose jurisdiction this office is situated.
11. The tenderer shall sign, duly affixed with his seal, each page of the tender in taken of acceptance of the terms and conditions, while submitting tender.
12. In case any of these special conditions vary from any of the general conditions, the special condition shall prevail.

Co-ordinator

KERALA LIVESTOCK DEVELOPMENT BOARD LTD.
SCHEDULE OF MATERIALS

Sl. No.	Item	Quantity required	Rate/Kg (in figures)	Rate/kg (in words)
1	Maize (African tall)	4.5 MT		

1. Whether samples essential: Samples of 250g of each item should be submitted along with the tender.
2. Period within which the goods should be delivered: within 20 days from the date of receipt of supply order.
3. Rate should be quoted for delivery at : KLD Board, Seed Unit, Dhoni, Palakkad.

Purchasing Officer

Signature
Name and Address
(Tenderer)

Agreement

Articles of agreement executed on this the day of two thousand BETWEEN the Kerala Livestock Development Board Ltd., a Government of Kerala Undertaking having its registered office at 'Gokulam', Pattom, Thiruvananthapuram (hereinafter referred to as the 'the Board'), of the one part and (here enter name and address of the tenderer) (hereinafter referred to as the 'bounden') of the other part.

WHEREAS in response of the Notification No. dated.....the bounden has submitted to the Board a tender for the supply of specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Board a sum of Rs. as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his agreement is accepted by the Board.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Board and the contract for is awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with the Board incorporating all the terms and conditions under which the Board accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Board shall have power and authority to recover from the bounden the loss of damage caused to the Board by such breach as may be determined by the Board 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 Board under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Board may deem fit.

In witnesses whereof Shri. (here enter name and designation) for and on behalf of the Kerala Livestock Development Board

Ltd. and Shri., the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri.(date)

In the presence of witness

- 1.
- 2.

Signed by Shri. (date)

In the presence of witness

- 1.
- 2.