

Form of Tender

From

To

**The Co-ordinator,
Kerala Livestock Development Board Ltd.,
Livestock Farm, Kainoor.P.O.,
Thrissur, 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:
Name & Address :

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

KERALA LIVESTOCK DEVELOPMENT BOARD LTD.
(A Govt. of Kerala Undertaking)
Livestock Farm, Kainoor.P.O., Thrissur, Kerala.

General Conditions

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

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly super scribed on the cover
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. 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. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tenders so as to reach the officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. (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 of Rs.1500/-. The amount may be paid either by remittance into the office of Manager (AH), KLD Board, Livestock Farm, Kainoor.P.O., Thrissur, Kerala or by Demand Draft (crossed)/online on Ollukara (Thrissur) branch of State Bank of India drawn in favour of Manager (AH), Kerala Livestock Development Board Ltd., Livestock Farm, Kainoor.P.O., Thrissur, Kerala. Cheques 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) Tenderers 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.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
6. 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.
7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for supply of the articles tendered for.
8. (a) The tenderers 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) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. KLD Board reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
9. The final acceptance of the tenders rests entirely with the Co-ordinator, Kerala Livestock Development Board Ltd. (KLD Board Ltd.), Livestock Farm, Kainoor.P.O., Thrissur 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.
10. In the case of materials of technical nature the successful tenders should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to 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.
12. (a) The successful tenderer shall, before signing the agreement, within period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Fixed Deposit Receipts of State Bank of India endorsed in favour of the Manager(AH), KLD Board Ltd., Livestock Farm, Kainoor.P.O., Thrissur. Letter of Guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of KLD Board. 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 fulfil the contract in full, all or any of the materials not supplied may, at the discretion of the Co-ordinator, KLD Board Ltd., Livestock Farm, Kainoor.P.O., Thrissur 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.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. 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 where there are guarantee for the goods supplied the security deposit will be released only after expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Earnest Money Deposit / Security Deposit is not released within the period specified for no fault of the contractor, the loss incurred to the Board shall be made good from the officer responsible for the belated release of the Earnest Money Deposit / Security Deposit".

14. (a) All payments to the contractors will be made by the Purchasing Officer in due course:-

- (i) by cheques/drafts/online on the State Bank of India (at any of their Principal Branches in India).
 - (ii) In the case of supplies from abroad, by drafts as may be, arranged between the contracting parties.
 - (b) All incidental expenses incurred by the Board for making payments outside the district in which the claim arises shall be borne by the contractor.
15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days of taking delivery of stores.
16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payment against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of the Board. Bank charges incurred in connection with payment against documents through Bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts / shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in slips issued by the Bank) alone may be accepted as a valid proof for the payment made.
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., Livestock Farm, Kainoor.P.O., Thrissur 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. (a) In case the contractor becomes insolvent, or goes into liquidation, or makes 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., Livestock Farm, Kainoor.P.O., Thrissur 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 with out 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.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahasildar of the Taluk where they reside along with their tenders.

NOTE: The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

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., Livestock Farm, Kainoor.P.O., Thrissur 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 within whose jurisdiction the Purchasing Officer voluntarily resides.

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 authorized 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 authorized 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. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Board is convinced of any compelling need for enhancement of rate, it may do so.
- b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing Department of the Board.
24. 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.
25. 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.
26. Sample should be forwarded if called for 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 sample, if called for, of the materials tendered for are forwarded.
27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
28. (a) The prices quoted should be inclusive of all taxes, duties, cesses etc., 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.
- (b) In case of payment of customs/excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.
29. 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 States 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”

30. 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.
31. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper worth Rs.200/- purchased in the Kerala State. Stamp Paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs.250/- which may be remitted by demand draft in advance. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in Stamp Paper will be rejected out-right. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

Superscription:- Tender No.431/2011-12/Vol.II for the supply of Bailed Paddy Straw	
Sale of Tender form	Up to 12.30 pm on 23/02/2021
Due date and time for receipt of tender	up to 2 P.M. 23/2/2021
Date and time for opening of tender	23.02.2021, 3.00 P.M.
Date up to which the rates are to be firm	31.08.2021
Price of tender form	Rs.448/- (400 + 12% GST)
Price of duplicate copy	Rs.210/-
EMD	Rs.1500/-
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., Livestock Farm, Kainoor.P.O., Thrissur, Kerala.

Name of Office:

Station and date:

(Name & designation of Purchasing Officer)

SCHEDULE OF MATERIALS

Sl. No.	Item	Approx. Quantity	Unit	Rate (Rs. P.)	Total	Remarks
1	2	3	4	5	6	7
1	Bailed Paddy Straw	20 MT	1 kg			

Remarks: The rate should be inclusive of all taxes and duties, loading and transportation

Whether samples essential : No.

Period within which goods should be delivered: within 10 days from the date of supply order.

Rate should be quoted for delivery f.o.r. at the required location of KLD Board, Livestock Farm, Kainoor.P.O., Thrissur.

(Purchasing Officer)

Signature:

Name and address:
(Tenderer)

Other special conditions:

1. The tender is for supply of the item mentioned in the schedule at the required location as specified in the schedule.
2. 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.
3. The rate quoted should be all inclusive in Indian Rupees only, for delivery of the item at the required location as noted in the schedule of materials.
4. Rate quoted should be inclusive of all taxes and duties, transportation charges, loading & unloading charges and any road levies etc.
5. Good quality paddy straw shall be provided, transport the same in trucks and deliver at KLD Board, Kainoor, Thrissur.
6. The straw supplied should be in the form of bailed bundles.
7. The straw should be fully dried and free from moisture so that it could be stored for at least 6 months without developing mould.
8. If any wetness or mould growth is found at the time of delivery, the straw will be summarily rejected and no payment will be made.
9. In case of the mould growth is detected within 6 months period, the cost of straw including the transportation cost will be recovered from the next bill / security deposit or by legal means.
10. In case of dispute over the quality of straw supplied, the decision of KLD Board will be final and binding.
11. All payment will be made in the form of Account payee cheque.

12. Indents for supply will be given 10 days prior to the date of supply.
13. Statutory deductions, if any, on payment will be met from the contractor.
14. The weight of straw will be calculated by taking the weight after loading to vehicle and deducting the weight of empty vehicle from that.
15. 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.
16. In case any of these special conditions vary from any of the general conditions, the special condition shall prevail.

Co-ordinator

<i>Our Bank Details</i>	<i>Bank Address</i>
<i>State Bank of India Branch – Ollukara A/c No.57015091875 IFS Code – SBIN0070210</i>	<i>The Manager (AH) Kerala Livestock Development Board Ltd Puthur, Kainoor. P.O Thrissur - 680 014, Kerala</i>

(To be executed in Kerala Stamp Paper worth Rs.200/-)

Annexure- I

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 Sri.
(here enter name and designation) for and on behalf of the Kerala Livestock Development Board Ltd. and Sri., the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri.(date)

In the presence of witness

- 1.
- 2.

Signed by Sri. (date)

In the presence of witness

- 1.
- 2.