



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

Regional Station,
Kulathupuzha,
Kollam-691310.
Phone-0475 2317547.

No. C-750/2019

Date : 24.03.2023

Re-Tender Notice
(Supply of Cattle feed ingredients)

Sealed competitive Retenders are invited from manufactures / dealers for the supply of the following item:

Sl. No.	Name of item	Quantity required	Cost of Tender form and EMD
1	Maize Silage	100MT	Rs 400/- + GST(18%) EMD : Rs. 4000/-.

Last date for receipt of tenders: 1PM on 17.04.2023 for further details, please contact the office of the undersigned or visit our website: www.livestock.kerala.gov.in

Manager (AH)

Head Office :- 'Gokulam', Pattom, Thiruvananthapuram-695004 Tele: 0471-2440920,138
Email: kldboard8@gmail.com, kldboard@kldb.kerala.gov.in, web site :
www.livestock.kerala.gov.in GSTIN :-32AAACK9533D1ZV

Form of Re-Tender

From

To

**The Manager (AH),
Kerala Livestock Development Board Ltd.,
Regional Station, ESM Colony
Kulathupuzha**

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)
Regional Station, Kulathupuzha

Superscription

Re-Tender No. C-750/2019 (Supply of Maize Silage) Date: 24.03.2023

Sale of Re tender form : **17.04.2023 up to 12pm**

Due date and time for receipt of re-tender : **17.04.2023 up to 1 PM**

Date and time for opening of re-tender : **17.04.2023 3PM**

Date up to which the rates are to be firm : 6 months
for acceptance

Price of re-tender form : Rs.400+ GST(18%)

EMD to be furnished with retender : **Rs. 4000/**

Address of officer from whom tender forms:
are to be obtained and to whom retender are
to be sent ***The Manager (AH) /***
 K.L.D.Board Ltd,
 Regional Station, ESM Colony Kulathupuzha
 Pin: 691310

Manager (AH)
*(Name and Designation
of Purchasing Officer)*

Date:24.03.2023

KERALA LIVESTOCK DEVELOPMENT BOARD LTD.
(A Govt. of Kerala Undertaking)
Regional Station, ESM Colony, Kulathupuzha

General Conditions

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

1. The retenders should be addressed in the prescribed form to the officer mentioned in the *superscription* in a sealed cover with the retender number and name duly super scribed on the cover
2. Retender form can be obtained on payment of cost as specified in the superscription. Duplicate copies of retender forms will also be issued at the rate specified. The cost of retender 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 retenders in original retender form so as to reach the officer mentioned in the *superscription* on due date and time. No retender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance up to 6 months. Re-Tenders are not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
5. Every retenders should send along with his tender, an earnest money @ 1% of your quoted amount of retender in the form of Demand Draft drawn in the name of Manager (AH), Kerala livestock Development Board Ltd., Regional station, Kulathupuzha payable at SBI, Kulathupuzha. The earnest money deposit of the unsuccessful tenderers will be returned as soon as possible after the retender 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.
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 retenders 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 retenders in support of it.
(b) Retenders shall clearly specify whether the goods are offered from indigenous sources or from imported stocks in India. Offers for import will not be accepted.
9. The final acceptance of the retenders rests entirely with the Manager (AH), KLD Board Ltd., Kulathupuzha 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.

11. 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 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 retender, deposit a sum equivalent to 5 per cent of the value of the contract as security 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., Regional station Kulathupuzha 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 Manager (AH), KLD Board Ltd., Kulathupuzha 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.
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 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.
14. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly. (Period to be specified).
15. Payments will be made only after the supplies are actually received, installed, commissioned and completion certificate from authorized officers are submitted. The Payment will be made ONLY in Indian rupees in the form of local cheques/DD payable in India. 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.
16. 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 Manager (AH), KLD Board Ltd., Kulathupuzha 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.

17. 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 Manager (AH), KLD Board Ltd., Kulathupuzha to the contractor be
18. 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 Manager (AH), KLD Board Ltd., Kulathupuzha 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. 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 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. Re-Tenders for supply of materials are liable to be rejected unless sample, if called for, 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 posted before the due date of the retender.
27. The prices quoted should be inclusive of all taxes, duties, cess 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. In case ST 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”

28. 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.

29. 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 - II to the tender. ReTenders without agreement in Stamp Paper will be rejected out-right.

Manager (AH),
KLD Board
*(Name and Designation
of Purchasing Officer)*

KERALA LIVESTOCK DEVELOPMENT BOARD LTD.
(A Govt. of Kerala Undertaking)
Regional Station, Kulathupuzha

SCHEDULE OF MATERIAL

Sl. No.	Schedule of items	Total Quantity required	Unit	Rate	Total	Remarks
1	2	3	4	5	6	7
1	Yellow Maize	100 MT	1Kg			

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, Regional station, Kulathupuzha, Kollam

(Purchasing Officer)

Signature:

Name and address of tenderer:

Special conditions:

1. The retender is for supply of the items mentioned in the schedule at the required locations as specified in the schedule.
2. It may be clearly understood that the Board will have absolutely powers either to defer/drop the purchase or limit the quantity according to actual requirement at the time of finalisation of the retender.
3. The rate quoted should be inclusive in Indian rupee only for delivery of the item at the required locations as noted in the schedule of materials.
4. Rate quoted should be inclusive of att taxes and duties, transportation charges, Loading and unloading charges and any road levis etc
5. The good silage shall be provided, transport the same in drugs and deliver at regional station, Kulathupuzha.
6. If any witness or mould growth is found at the time of delivery. The Maize will be summarily rejected and no payment will be made.
7. In case of the mould growth is detected within 6 months of period, the cost of Maize including the transportation cost will be recovered from the next bill/ security deposit or by legal means.
8. In case of dispute over the quality of maize supplied the decision of KLD Board will be final and binding.
9. All payment will be made in the form of account payee cheque
10. Indents for supply will be given 10 days prior to the date of supply.
11. Statutory deduction if any, on payment will be me from the contractor.
12. The weight of Maize will be calculated by taking the weight after loading to vehicle and deducting weight of empty vehicle from that.
13. The tenderer shall sign, duly affixed with his seal, each page of the retender in token of acceptance of the terms and conditions, while submitting re tender.
14. In case any of these special conditions vary from any of the general conditions, the special condition shall prevail.

Manager (AH)

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 fulfilment 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.