

## FORM OF TENDER

From

To

**The Professor and Head,  
University Livestock Farm and Fodder Research and Development Scheme  
Kerala Veterinary and Animal Sciences University  
Mannuthy, Mannuthy P.O., Thrissur – 680 651, 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 *University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy* 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. 34,000/- (Rupees Thirty Four Thousand only)** as earnest money deposit (EMD).

Yours faithfully,

Date:

Signature:

Name & Address :

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



## GENERAL CONDITIONS

Sealed tenders are invited for the supply of materials as specified in the Schedule below /attached (page 8 & 9).

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed 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. The tender forms can also be downloaded from the University website [www.kvasu.ac.in](http://www.kvasu.ac.in).** In such case the tenderer should enclose a receipt for cash for **Rs.5,712/- (5100+12% GST)** as cost of tender form, along with the tender being submitted in addition to EMD. 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.34,000/-(Rupees Thirty Four Thousand only)**. *The amount may be paid either by cash remittance into the office of Professor and Head, University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur, Kerala (ULF & FRDS) or by Demand Draft (crossed) on Ollukara (Thrissur) branch of State Bank of India drawn in favour of “Professor and Head, University Livestock Farm Mannuthy”.* Cheques will not be accepted. The earnest money deposit of the unsuccessful tenderers will be returned by way of crossed cheque 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.

(c) (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 ULF & FRDS or such action taken against him as the ULF & FRDS 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. ULF & FRDS 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 **Professor and Head, University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur, Kerala** 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 ie. Rs.1,70,000/- (Rupees One Lakh Seventy Thousand only) 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 *Demand Draft of State Bank of India endorsed in favour of the "Professor and Head, University Livestock Farm Mannuthy"*. 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 ULF & FRDS. 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 ULF & FRDS and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the ULF & FRDS 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 Professor and Head, University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur, Kerala 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 ULF & FRDS shall thereby together with such sums as may be fixed by ULF & FRDS 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 ULF & FRDS 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 ULF & FRDS 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 ULF & FRDS 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 Professor and Head in due course:-
  - (i) by Crossed cheques 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 ULF & FRDS 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 ULF & FRDS. 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 **Professor and Head, University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur, Kerala** 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 Professor and Head, University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur, Kerala to the contractor be determined and the ULF & FRDS may complete the contract in such time and manner and by such persons as ULF & FRDS shall think fit. But such determination of contract shall be with out any prejudice to any right or remedy of the ULF & FRDS 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 ULF & FRDS by any breach of contract by the contractor shall be paid by the contractor to the ULF & FRDS 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 Tahsildar 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 ULF & FRDS (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 ULF & FRDS by an order in writing under the hand of the **Professor and Head, University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur** put an end to this contract and in case the ULF & FRDS 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 ULF & FRDS or any other person authorised by the ULF & FRDS and set off against any claim of the ULF & FRDS for the payment of a sum of money arising out of or under any other contract made by the contractor with the ULF & FRDS or any other person authorised by the ULF & FRDS. Any sum of money due and payable to the successful tenderer or contractor from ULF & FRDS shall be adjusted against any sum of money due to the ULF & FRDS from him under any other contracts.

21. Every notice hereby required or authorised 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 ULF & FRDS 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 despatched so as to reach the ULF & FRDS 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 ULF & FRDS 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 Professor and Head, the Professor and Head 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 of .....under 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. 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.

<b>Superscription:- Tender No. ULF/MTY/G/129/2023 for the supply of Green grass</b>	
<b>Sale of Tender form</b>	<b>Up to 11.00 a.m. on 08.02.2023</b>
<b>Due date and time for receipt of tender</b>	<b>up to 11.00 a.m. on 09.02.2023</b>
<b>Date and time for opening of tender</b>	<b>09/02/2023, 11.30 a.m.</b>
<b>Date up to which the rates are to be firm</b>	<b>09.02.2024</b>
<b>Price of tender form</b>	<b>Rs.5,712/- (5100+ 12% GST)</b>
<b>EMD</b>	<b>Rs.34,000/-</b>
<b>Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent:</b>	<b>Professor and Head, University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur, Kerala – 680 651.</b>

Name of Office: ULF & FRDS  
Date: 23-01-2023

**Sd/-**  
**Professor and Head**



**SCHEDULE OF MATERIALS**

<b>Sl. No.</b>	<b>Item</b>	<b>Approx. Quantity required (for 1 year)</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Total</b>	<b>Remarks</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Green grass	700 Ton	1 Kg			

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

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

**Rate should be quoted for delivery at the required location of University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur, Kerala.**

(Signature)

**Sd/-  
Professor and Head**

**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 ULF & FRDS 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 green grass shall be provided, transport the same in trucks and delivered at University Livestock Farm and Fodder Research and Development Scheme, KVASU, Mannuthy P.O., Thrissur.
6. The grass supplied should be in the form of bailed bundles.
7. The grass 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 grass 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 grass 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 grass supplied, the decision of ULF & FRDS 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 like income tax, if any, on payment will be met from the contractor.
14. The weight of grass 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.

**Sd/-**  
**Professor and Head**