



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

Mattupatty (PO), Munnar,  
Idukki, Kerala 685616  
Mobile: +91 9446004281  
Tele/Fax: 04865 242 347, 202  
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GSTIN 32AAACK9533D1ZV

No: C1/598/98Vol II

Date:30.01.2019

### **Re-Tender Notice**

Sir,

Sub: - KLD Board Ltd, Mattupetty farm- Requirement of fertilizers-  
Inviting of quotations invited.

We are in need of the following fertilizers for farm use.

- |            |           |
|------------|-----------|
| 1) Urea    | : 15 MT   |
| 2) Rajphos | : 10.5 MT |
| 3) M.O.P.  | : 3.5 MT  |

You are requested to quote the rates for MTs inclusive of applicable taxes and transportation. We will meet the unloading charges at site. The materials should be supplied within seven days after getting the confirmed order. The quotation should reach in this office on or before 13.02.2019 up to 3 pm

Sale of tender form from 01.02.2019 to 13.02.2019 up to 1 pm.

Cost of tender form Rs. 400/- + GST.

EMD @ Rs.2500/-

Yours faithfully,

**Manager (AH)**

**Form of Tender**

From

To

**The Manager (AH),  
Kerala Livestock Development Board Ltd.,  
Mattupatti, Munnar, Idukki Dist. Pin 685 616.**

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 :

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

**KERALA LIVESTOCK DEVELOPMENT BOARD LTD.**

*(A Govt. of Kerala Undertaking)*

**Mattupatti, Munnar, Idukki**

**Phone: 04865-242202 Fax: 04865-242202**

**Superscription**

Tender No. C1/598/98 (Purchase of Fertilizer)

Sale of tender form : 01.02.2019 to 13.02.2019. up to 1pm

Due date and time for receipt of tender : 13.02.2019 up to 3 PM

Date and time for opening of tender : 13.02.2019 3.30 PM

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

Price of tender form : Rs.400/-+(GST)

EMD to be furnished with tender : @Rs. 2500/-

Address of officer from whom tender forms are to be obtained and to whom tender are to be sent : Manager (AH) /  
K.L.D.Board Ltd,  
Matupatty,Munnar  
Pin: 685616.

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

Date:

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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 6 months.** 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. **Every tender should send alone with his tender, an earnest money @ Rs 2500/- in the form of Demand Draft drawn in the name of Manager (AH), Kerala livestock Development Board Ltd., Mattupatti P.O, Munnar, payable at SBT, Munnar.** 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.
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 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.

9. The final acceptance of the tenders rests entirely with the Manager (AH), KLD Board Ltd., Mattupatti 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.

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., Mattupatti 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

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.

12. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly. (Period to be specified).
13. 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.
14. 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., Mattupatti 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.

15. 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., Mattupatti 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.
  
16. (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., Mattupatti 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 Ernakulam only.
  
17. 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.
  
18. 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.

19. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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 of .....under Registration No. ....for the purposes of Sales Tax”

26. 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.
27. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper worth Rs.100/-. A specimen form of agreement is given as Annexure - II to the tender. Tenders without agreement in Stamp Paper will be rejected out-right.
28. Employees of KLD Board or their relatives cannot participate in the tender.

**Manager (AH),  
KLD Board Ltd.,  
Mattupatti**



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**SCHEDULE OF MATERIALS**

Sl. No.	Schedule of items	Total Quantity required	Quoted rate (Rs.) for Mattupatti Unit
1	Urea	15 MT	
2	Rajphos	10.5 MT	
3	M.O.P	3.5MT	

**Period within which goods should be Delivered : within 7 days from the date of supply order.**

**Rate should be quoted for delivery at the Farm locations of Matupatti separately. (This office situated 13 Kms away from Munnar – Top station Road).**

Other special conditions : Attached.  
Specifications of the items : Attached as Annexure - I.

(Purchasing Officer)

Signature:  
Name and address of tenderer:

**Special conditions:**

1. Either manufacturers or Dealers are entitled to submit tenders.
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 finalisation of the tender.
3. The period within which the Service pump if ordered, are to be delivered at our end: Within 30 days.
4. In normal case, the payment will be made within one month from the date of Satisfactory supply of the items. Negotiation of dispatch documents through banks or advance payment will not be allowed.
5. Rates should be inclusive of all taxes, Insurance, freight, packing and forwarding Charges, Unloading charges, octopi, entry tax, cost of accessories such as fuel piping from the daily service fuel tank to the engine, exhaust piping with suitable supports and lagging, bulk storage tank for fuel and lube oil, fire fighting equipments etc and all other connected expenses for the installation/ commissioning of the item at our sites mentioned above.
6. All connected expenses for transporting to and fro, loading, insurance etc must be met by the supplier.
7. The tenderer shall sign, duly affixed with his seal, each page of the tender in token of acceptance of the terms and conditions, while submitting tender.
8. Special discount or 'Royalty' if any offered by the firm may be mentioned specifically in the tender.

***Manager (AH)***

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**SCHEDULE OF MATERIALS**

Sl. No.	Specifications	Total Quantity required	Rate per kg (Rs.)	Total (Rs.)	Remarks
1	Urea	15 MT			
2	Rajphos	10.5 MT			
3	M.O.P	3.5 MT			

Whether samples essential: No.

Period within which goods should be delivered: Within 30 days on receipt of the Supply order.

(Purchasing officer)

Signature:

Name and address

(Tenderer)

***Manager (AH)***

To be executed in Kerala Stamp Paper worth Rs.100/-)

Annexure- II

**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.