

GENERAL CONDITIONS

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. The tender forms can also be downloaded from the University website www.kvasu.ac.in. In such case the tenderer should enclose a receipt for cash for Rs. 590 [500 +90 (GST 18%)] as cost of tender form, along with the tender being submitted in addition to EMD. 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 tender should send along with his tender an earnest money of 1 per cent of the cost of articles tender (rounded to nearest rupee) in a sealed cover . The amount may be paid by Demand Drafts (crossed) /cash/Treasury savings deposits/ cost primary notes / Bank guarantee / National savings certificates drawn in favour of the **Professor and PI, RF Feed Mill, School of Animal Nutrition and Feed Technology, Mannuthy , Thrissur – 680651** payable at the **State Bank of India, Ollukkara**. Cheque 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 renderers 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 SB 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 Registered firms will have to furnish

earnest money as in the case of unregistered firms. 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 RF Feed Mill, SANFT or such action taken against him as the Professor & PI, RF Feed Mill, SANFT 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. Professor & PI, RF Feed Mill, SANFT 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 & PI, RF Feed Mill, School of Animal Nutrition and Feed Technology, 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 1 per cent of the value of the contract ie. Rs.1700/- (Rupees One Thousand Seven Hundred 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 & PI, RF Feed Mill, SANFT"*. 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 Professor & PI, RF Feed Mill, School of Animal Nutrition and Feed Technology, KVASU, Mannuthy. 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 and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the on account of the purchase will be recovered from the defaulter who will. 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 & PI, RF Feed Mill School of Animal Nutrition and Feed Technology, KVASU, Mannuthy be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already
 - (c) The loss, if any, caused to the RF Feed Mill, School of Animal Nutrition and Feed Technology, KVASU, Mannuthy shall thereby together with such sums as may be fixed by to RF Feed Mill, School of Animal Nutrition and Feed Technology, KVASU, Mannuthy towards damages be recovered from the defaulting tenderer.
 - (d) 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.
 - (e) 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 Professor & PI, RF Feed Mill School of Animal Nutrition and Feed Technology, KVASU, Mannuthy 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 RF Feed Mill, School of Animal Nutrition and Feed Technology, KVASU, Mannuthy 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 RF Feed Mill, School of Animal Nutrition and Feed Technology, KVASU, Mannuthy 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 RF Feed Mill, School of Animal Nutrition and Feed Technology, KVASU, Mannuthy 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 RF Feed Mill, School of Animal Nutrition and Feed Technology, KVASU, Mannuthy. 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 & PI, RF Feed Mill, School of Animal Nutrition and Feed Technology, KVASU, Mannuthy** 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.

SPECIAL CONDITIONS

1. Preparation of complete feed blocks/ Mineral Mixture / Feed Supplements / Pet food using the customized formula with ingredients of correct quantity quality and weight.
2. Packaging and sealing of finished feeds/ feed supplements in packets of different sizes, and stacking / storing in designated places.
3. Empty sacks of ingredients should be tied, stacked and stored at regular intervals.
4. Cleaning of production equipments, associated machineries and nearby premises after each feed/feed supplement preparation.
5. Tender period will be fixed for a period of six months after the award of tender.
6. The rate should be quoted for preparation of 1 kg of finished feed, including all the above activities

Superscription:- Tender No. KVASU/SANFT/RFFeed MILL/39/2023-24 for the Labour contract charges associated with “Manufacturing of DCFB, Mineral Mixture / Feed Supplements (Manufacture & Packing) and Pet food Production”.	
Sale of Tender form	Up to 1:00 p.m. on 06/08/2024
Due date and time for receipt of tender	up to 2:30 p.m. on 06/08/2024
Date and time for opening of tender	06/08/2024, 3.00 p.m.
Price of tender form	Rs.590/- [500+90 (GST 18%)]
EMD	Rs.1700/-
Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent:	Professor and PI, RF Feed Mill, SANFT, KVASU, Mannuthy P.O., Thrissur, Kerala – 680 651.

Professor & PI

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