

KERALA LIVESTOCK DEVELOPMENT BOARD LIMITED
(A Govt. of Kerala Undertaking: Regd. Office Trivandrum)

Regional semen bank:

Tender No.

Containing General and Special conditions of contract and schedule for the transportation of Frozen Semen, Liquid Nitrogen etc,from.....to AI centers in

Name of Tender

Address

Signature

Last date and time for the receipt of tender: 10/07/2009, 3.00 PM

Sir,

Form of Tender

To

Sir,

I/we hereby tender to execute the transportation work referred to and described in the attached schedule in accordance with the annexure general and specials conditions of contract, listed in the attached schedule at the rate quoted in the schedule I/we am /are have remitting/ remitted as separately the required amount of Rs.....(Rupees)as earnest money.

Yours Faithfully

Signature:

Address:

Date :

to be scored off in case where no earnest money deposit is furnished

KERALA LIVESTOCK DEVELOPMENT BOARD LIMITED
(A Govt. of Kerala Undertaking: Regd. Office Trivandrum)
TRANSPORT CONTRACT

TENDER

General Conditions:

Sealed tenders are invited for the transportation of Frozen Semen and Liquid Nitrogen from the KLD Board LimitedUnit in..... District to the Cattle Breeding Units (Artificial Insemination Centres) in..... as detailed in the schedule attached.

1. The Tenders shall be addressed to the undersigned in a sealed envelop superscribed with the tender number and name as specified in the schedule.
2. The Tenders shall be in the prescribed form which can be obtained from the office of the..... on payment of the price given in the schedule. The cost of tender form is non-refundable. Tenders which are not in the prescribed form will not be accepted. The rates quoted should be in Indian Currency.
3. The Tender should reach the undersigned not later than the due date and time notified. Tenders received late will not be accepted on any account. The rates will be considered firm for acceptance for the period of time mentioned in the schedule.
4. Each tender shall be accompanied by the earnest money deposit as given in the schedule in the form of Demand Draft (crossed) of a nationalized bank drawn in favour of the..... Cheques will not be accepted. The earnest money of the unsuccessful tender will be returned after the tenders are settled; and that of the successful tenders will be adjusted towards the security to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.
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 this tender before the expiry of the period, the earnest money deposited by him will be forfeited to the Board or such action taken against him as the Board may deem fit.

7. The authority for final acceptance of the tenders rests entirely with the Kerala Livestock Development Board Ltd, who do not bind themselves to accept the lowest or any tender. The tenderers on their part are bound to carry out such portion of the work included in their tenders as may be allotted to them.

8. Communication of acceptance of the tender normally constitutes a concluded contract. The successful tenderer shall also execute an agreement in due fulfillment of the contract with in the period to be specified in the letter of acceptance. The contractor shall bear the stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement with in the period specified will entail the penalties set out in part 9 below.

9. a) The successful tenderer shall before signing agreement and within the periods specified in the letter of acceptance of the tender, deposit a sum of Rs.....Rupees.....
.....only) as security for the satisfactory fulfillment of the contract, less the amount remitted as earnest money deposit in government treasury savings bank and the pass book pledged the officer mentioned in clause 4 or fixed deposit receipt of any nationalized banks in favour of the above officer with solvency certificate. Letters of guarantee in the prescribed form for the amount of security from an approved bank will also be considered as the security at the discretion of the Kerala Livestock Development Board Ltd. If the successful tenderer fails to deposit the security and to execute the agreement as stated above, the earnest money deposited by him will be forfeited to the Board who at the defaulter's risk may enter into another contract and any loss incurred by the Board on this account 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 case where successful tenderer having taken up the contract fails to fulfill the contract in full or for the full duration of the contract, causes in any manner any loss or damage to any property/properties belonging to the KLD Board Ltd..... or/his acts or commission or omission hinder in any way the smooth and orderly functioning of the Board or brings in any way disrepute to the Board, the undersigned may at his discretion settle a new contract for the work by means of another tender/ quotation or by negotiation with the next higher tenderer who had offered to take up the contract and the loss if any, caused to Board thereby shall together with such sums as may be fixed by the undersigned towards damages shall be recovered from the defaulting tenderer / contractor.

10. The Security Deposit shall subject to the conditions specified herein, be returned to the contractor in three months after expiration of the contract, but in the event of any dispute arising between the Board and the contractor, the Board shall be entitled to

withhold the deposit until such dispute is determined, and any amount such as damages, costs, charges and expenses due from him 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.

11. (i) All payments to the contractors will be made by the Kerala Livestock Development Board Ltd. in due course by Cheque or Demand Draft to any nationalized bank.

(ii) All incidental expenses incurred by the Kerala Livestock Development Board Ltd. for making payments outside the District in which the claim arises shall be borne by the contractor

12. 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 on any persons or body corporate the execution of the contract or any part thereof, without the consent in writing of the undersigned who shall have absolute power to refuse such consent or rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract allowance or compensation shall be made to the contractor of the sub contractor upon such rescission. Provided always that if such consents be given at any time, the contractor shall not be relieved from obligation, duty or responsibility under this contract

13. (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 to 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 this estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause, clauses of this contract of this contractor shall tender himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the undersigned to the contractor, be determined and the KLD Board Ltd. may complete the contract in such time and manner and by such persons as the KLD Board shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Board against the contractor or his sureties and respect of any breach of contract there to 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 Board failing which they may be recovered from him by taking legal action.

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

14 (a) In case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to the observed, then and in any such case, it shall be lawful for the Board (if they shall think fit to do so) to arrange for the transport of frozen semen and liquid Nitrogen by other means or on behalf of the Board by an order in writing under the hand of the undersigned 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 arrangement or by reason of this contract having been so put an end to or in any case only compensation loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract, it shall be lawful for the Board from and out of any money for the time being payable by the contractor to the Board under virtue of his contract or otherwise to pay and reimburse to the Board all such cost, damages and expenses they may have sustained, incurred or been by reason of the arrangements made or by reason of this contract having been so put and end to as aforesaid and also all such 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 arising in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court with in whose jurisdiction the undersigned voluntarily resides.

15. 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 and set off against any claims 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 undersigned or Board or any other persons authorized by the Board.

16. 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 at last known place of abode or business and if addressed and snail be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business

17. Rate except once will not be revised within the period of contract except in the event of an increase or decrease of HSD price by the Government. A corresponding increase / deduction shall be made on the approved and accepted rate based on the norms fixed by the Board.

18. Any attempt on the part of the tenders or their agents to influence the Board in their favour by personal canvassing with the officers concerned will disqualify the tenderers.

19. Tenderers should be prepared to accept orders subject to the penalty clause for the forfeiture of security in the event of failure to fulfill the contract as per the terms and conditions.

20. Telegraphic quotations will not be considered unless they give details of rates and are immediately followed by confirmation with the relevant details posted before the due date of the tenders

21. The rates quoted should be inclusive of all taxes, duties, cess etc. which are or may become payable by the contractor under rules in force from one or time or rules in course during the course of execution of the contract.

22. Final payments will be made only on production of non liability certificate from the concerned section/department/unit.

23. Special conditions 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 undersigned.

24. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper worth Rupees 50. A specimen for agreement is given as annexure to this tender. Tenders with out the agreement in Stamped Paper will be rejected outright.

SPECIAL CONDITIONS

1. Only top conditioned motor vehicles with closed type body owned by the tenders should be used for the transportation of Frozen Semen and Liquid Nitrogen. At times when more than one route is operated simultaneously, respective number of vehicles according to number of routes are to be made available by the contractor. Vehicles older than two years shall not be engaged and it shall be fitted with mist lamp. Tenderer should show the registration number of the vehicles supported with photo copy of the registration certificate, tax remittance and insurance coverage. The make and model may also be shown

2. Frozen Semen and Liquid Nitrogen are to be transported in cryogenic equipments including tankers which will be made available by the Board. The contractor will have to transport up to 650 liters of liquid nitrogen in liquid nitrogen containers (type TA26, J12.HLP 500 and Frozen Semen stored in LR 10, BA 7, CB8, BA11 refrigerators (up to 15 numbers) The total weight to be transported at a time will be about 1.5 MT. The truck should have sufficient floor space for the above items to be loaded in single deck (approximately 5.5 sq. mtr.). Intending tenderers may examine the type and size of the containers at KLD Board.....before quoting. Vehicle fitted with good quality shock absorbers alone will be allowed for transportation. If required, the contractor should provide additional platform for carrying extra containers. The contractor is bound to transport materials other than those mentioned, as and when directed by KLD Board. The platform of the vehicles should be fitted with nut and bolt so as to fix the tanker to the platform safely, as directed by the Board. A hole of about 2" to be provided at the back door of the carrier for letting the copper hose connected to the tanker to protrude out.

3. Each supply trip should start from the KLDBoard.....

4. One attender required for loading and unloading of containers in each vehicle and for collecting and distributing frozen semen and liquid Nitrogen to the field units as per instruction of the officer accompanying, should be provided by the contractor if at any time the behavior of either the driver or the attender is found unsatisfactory, the Board will have the right to request the contractor or replacing them and the contractor's bound to accept it.

a) The Contractor shall provide power connection from the battery of the vehicle to operate LN2 dispenser

5. The contractor shall station the vehicle at the KLD Board unit..... and the vehicle made available with driver and attender at any time as per the instruction of the officer concerned. The vehicle can be used only as per the instruction of the officer accompanying the vehicle. In case of break down of vehicle during the supply, the contractor will have to arrange an alternate vehicle within 3 hours failing which the Board will make their own arrangements for continuing the supply. All expenses on this will be recovered from the contractor's bill. In case the contractor fails to present the vehicle as per direction, a penalty of Rs. 100/- per day will be levied per vehicle in addition to the actual charges incurred by the Board for arranging the supply by other means.

6. The contractor shall carry one officer of the KLD Board in the vehicle. In addition to the representatives of the Board, only the driver and the attender of the vehicle will be allowed to travel in each vehicle.

7. If the contractor does not adhere to the time schedule prescribed by the competent authority for supply of Frozen Semen and Liquid Nitrogen to the cattle breeding units within one hour of time prescribed, a fine of Rs. 10 for every one hour or part thereof at each centre will levied.

8. The contractor is also responsible for the safety of the cryogenic equipments, Frozen Semen and LN2 while it is being handed for refilling of LN2/Semen. The contractor will be held responsible for the loss on account of the damage of these items either during transport or during handling and the loss so sustained will be recovered from the contractor in any manner the Board may deem fit.

9. The contractor shall accept any alternation, extension or curtailment of the Frozen Semen and liquid nitrogen distribution route as decided by the.....

10. The contractor shall agree to supply Frozen Semen and liquid nitrogen to any cattle breeding units in the supply routes as may be decided by the.....from time to time.
11. In the event of the contractor failing to supply Frozen Semen and liquid nitrogen to any centre in the supply route at any trip, the cost of items damaged due to this as decided by the undersigned will be recovered from the contractor as damages.
12. Intending tenderers shall note that sticking to time schedule is the essence of this contract.
13. Intending tenderers shall quote the rates as per running kilometers.
14. The rates quoted shall remain firm f or acceptance for a period of one year from the date of opening of the tender.
15. It will be open to the undersigned to terminate the Frozen Semen and liquid nitrogen distribution contract at any time without assigning reasons giving 30 days notice to the contractor.
16. The contractor shall receive all the equipments and materials to be transported in the vehicle after giving proper receipt before starting each trip and return them safely after each trip.
17. The vehicles should display prominently on its body a sign board with ON CONTRACT TO KLD BOARD written on it. The contractor should provide a mobile phone with incoming facility in the vehicle.
18. Speed of the transport vehicle should not exceed 40 kms per hour. In case if accident happens to the vehicle, the cost of item so damaged / lost will be realized from the contractor.
19. For carrying articles connected with Animal Husbandry Development along with the liquid nitrogen supply work, no additional payment will be made to contractor.
20. Any loss sustained due to non adherence of instruction issued by the undersigned on behalf of the KLD Board will be recovered from the contractor.
21. When the contractor wishes to transfer his contract to another person or body corporate as contained in provisions under clause 12 of general conditions, he should apply for the same well in advance along with a fee for Rs 500/-
22. If and when the contract vehicle exceeds the speed limit specified, the contractor will be penalized by levying the penalty of Rs, 5/- each time.

23. The contractor can be exempted from the provisions under clause 7 of the special conditions at the discretion of the undersigned, when the undersigned is convinced that the delay has been caused not due to lapses on the part of the contractor, like the vehicle being held up due to road etc.

Signature

DESIGNATION

SIGNATURE OF CONTRACTOR

SCHEDULE

DETAILS OF WORK AND RATE PER RUNNING KILOMETER:

Transportation of Frozen Semen and Liquid Nitrogen from KLD Board,.....to the Cattle Breeding Units and other Animal Husbandry Located in the districts of.....

.....districts, and distribution of the above items to the units as directed by the officer accompanying it. Frozen Semen and Liquid Nitrogen are to be supplied to about..... Cattle Breeding units every..... days as per fixed schedule and in the fixed supply routes. One trip has to supply to about.....

.....Cattle Breeding units in a day. The total distance to be covered in a day is approximatelykm. The contract will be for a period of.....from it will however be open for the Board to award the contract with effect from a subsequent date and for an altered period. The approximate distance to be covered in one supply would be.....km, of which about.....km. would be in High ranges

Rates to be quoted below per running km. (In words and figures)

1. High ranges Rs...../running km
2. Plains Rs...../ running km

. SIGNATURE OF THE CONTRACTOR

SUPERSCRPTION

1. Date of sale of tender forms : 02/07/2009 TO 10/07/2009, 1 PM
2. Last date and time of receipt of tenders : 10/07/2009, 3 PM
3. Date and time of opening of tenders : 10/07/2009, 4 PM
4. Price of tender form : Rs. 788/-
6. Earnest money deposit:
7. Address of the officer from whom :
render forms are to be obtained

8. Address of the officer to whom tender :
are to be sent

Supply Schedule for Semen and Liquid Nitrogen

Route Main Visiting Places:

(TO BE EXECUTED IN STAMP PAPER WORTH Rs. 50/-)

ANNEXURE

AGREEMENT

Articles of agreement executed on this.....day of..... Two thousand and.....**BETWEEN** the Kerala Livestock Development Board Limited (herein after referred to as “the Board” of the one part and Sri..... (Here in after referred to as “the bounden” of the other part). **WHEREAS** in response the Notification No dated..... the bounden has submitted to the Board a tender for the transport of frozen semen and liquid nitrogen 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..... (Rupees.....only) as Earnest Money for execution of an agreement undertaking the due fulfillment of the contract in case his tender 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 transport of frozen semen and liquid nitrogen is awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an agreement with me Board incorporating ail 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 any loss or 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 herein after contained.
- 3.All sums found due to the Board under of 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 being in force at the time, as though such sums are arrears of land revenue and in other manner as the Board may deem fit.

In witness whereof Sri.....
(Name & Designation) for and on behalf of the Kerala Livestock Development Board
Limited and Sri.....the bounden have
hereunto set their hands the day and year shown against their respect day and year
shown against their respective signatures, Signed by
Sri..... (Date) In the
presence of witness:

Signed by

Sri.....

Date:

In the presence of witness:

1.
2.