

**KERALA LIVESTOCK DEVELOPMENT BOARD LIMITED  
GOKULAM, PATTOM P.O  
THIRUVANANTHAPURAM-695 004  
KERALA, INDIA.**

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**No: AH/1158/2002**

**Date:01.02.2008**

**TENDER NOTIFICATION**

SEALED TENDERS are invited, in DUPLICATE from the suppliers for supply of the following:

Sl. No.	Item	Quantity
1	<b>Breeding bulls</b> HOLSTEIN FRIESIAN	10 (Ten)
2	JERSEY	10 (Ten)

The cost of tender form is Indian Rs.2080/- (**Rupees Two Thousand and Eighty only**). Tender Form along with specifications and detailed terms and conditions can be obtained from this office on payment of Tender Cost mentioned above by Cash/Money Order/Demand Draft **from 07.02. 2008**. If any overseas tenderer wish to obtain the tender documents by courier an amount of Indian **Rs. 500/-** shall be paid extra along with the cost of the tender documents.

Tenders should accompany Earnest Money Deposit (EMD) of **US \$ 1000** (One Thousand US dollars) in the form of DD/Banker Cheque drawn in favour of **Managing Director, Kerala Livestock Development Board Ltd.,** payable at **Thiruvananthapuram, Kerala, India.** Tender not accompanied with Earnest Money Deposit (EMD) will be rejected.

Sale of Tender Document: **07.02.2008 to 19.03.2008** up to 3.00PM (local time)  
Last date for Submission: **24.03.2008** up to 11.00 AM (local time)

Tenders will be opened on **25.03.2008** at 3.00 PM (local time) at the Head Office of the Kerala Livestock Development Board Ltd in the above address in the presence of tenderers or their authorized representatives who opt to be present during the opening. The Kerala Livestock Development Board Ltd. reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. **For further details, contact the office of the undersigned on any working hours or visit our website given above.**

**Managing Director**

**Kerala Livestock Development Board Ltd.,  
"Gokulam", Pattom P.O., Thiruvananthapuram – 695 004,  
Kerala, India.**

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## **TERMS AND CONDITIONS FOR IMPORT OF BREEDING BULLS**

### **1.0 PREFACE**

The Kerala Livestock Development Board (KLDB) Ltd., “Gokulam”, Pattom P.O., Thiruvananthapuram 695 004, Kerala, India (hereinafter referred to as the ‘BUYER’ which expression shall unless repugnant to the subject of context mean and include its successor-in-office, successor-in- interest and successor - in title and permissible assigns) invites sealed tenders (one **Technical Tender** marked as “A” giving details of the expertise they are having in export of live Animals along with profile of the firm or company and another **Commercial Tender** marked as “B” furnishing details of price offered etc.) from bonafide breeders, or other accredited representatives for supply of breeding bulls for breeding purpose mentioned in the notification strictly in adherence to the detailed specification given in the schedule of tender.

- 1.1 The Kerala Livestock Development Board Ltd; Thiruvananthapuram reserves the right to accept or reject any or all tenders at their discretion and without any explanation to the tenderer.

### **2.0 TENDER PROCEDURE**

- 2.1 The tenders shall be sent by Registered Post with acknowledgement due, so as to reach the Managing Director, Kerala Livestock Development Board Ltd “Gokulam, Pattom P.O., Thiruvananthapuram – 695 004, Kerala, India, not later than 11.00 AM (local time) on 24.03.2008. If the tenderers or their agents in India do not propose to send the tenders by Registered Post and if they wish to hand over the tenders personally, they may do so by personally handing over the tender to the Managing Director, Kerala Livestock Development Board Ltd; “Gokulam, Pattom P.O., Thiruvananthapuram – 695 004, Kerala, India, against an acknowledgement not later than the time and date specified above.
- 2.2 The tenders must be submitted in **DUPLICATE** in the prescribed form, which is enclosed and marked as Annexure - I to the Tender. Out of the two copies one must be marked as “Original “and the second one as “Duplicate”. The tender marked ‘Original’ shall alone be considered for the purpose of evaluation. However if the amount of any item put to tender is at variance between the Original and Duplicate the lowest will be considered for evaluation.
- 2.3.1 The Tender thus preferred should be put in double cover and the inner cover should be sealed and super scribed giving the Tender reference and due date of opening. The outer cover should bear the address of the Kerala Livestock Development Board Ltd; without any indication that there is a tender within. Only one tender (in Duplicate)

should be kept in a cover. In case more than one tender is kept in the cover all tenders so kept shall be liable to be ignored.

2.4 No responsibility shall arise against KLDB Ltd. for the premature opening of the tender, which is not properly addressed and identified.

2.5 No telegraphic/telephonic/telex/fax/e-mail tender will be considered.

2.6 **EARNEST MONEY DEPOSIT**

2.6.1 All the Tenderers shall be required to pay Earnest Money Deposit (EMD) of US \$ 1000 in the form of Crossed Demand Draft / Bankers Cheque drawn in favour of the Managing Director, Kerala Livestock Development Board Ltd. and payable at Thiruvananthapuram or a Bond/Guarantee given by a Banker of the Tenderer for an equal amount in the prescribed form given at Annexure-III. In this regard, it may be please be noted that the tenders accompanied by any other form instead of Demand Draft / Bank Guarantee towards Earnest Money will not be considered.

2.6.2 Any tender which is not accompanied by EMD shall be summarily rejected. EMD of unsuccessful tenders will be returned within 90 clear days from the date of opening of the tender. The EMD of the successful tenderer will be released on submission of a performance guarantee.

2.6.3 No interest shall be paid for the Earnest Money for the period during which it (the earnest money) lies in deposit with the Kerala Livestock Development Board Ltd. The validity of the EMD should be 180 clear days.

2.6.4 The Tenderers should state in their tenders, the complete address to which the orders, notices and further correspondence pertaining to the Tender and agreements are to be sent. Any change of address thereafter must be notified to the Managing Director, Kerala Livestock Development Board Ltd., "Gokulam", Pattom P.O., Thiruvananthapuram - 695 004, Kerala, India, and subsequent correspondence shall only be sent at the new notified address.

2.7 The Tenders received shall be opened at 3.00 PM (local time) on 25.03.2008 at the Kerala Livestock Development Board Ltd., "Gokulam, Pattom P.O., Thiruvananthapuram -695 004, Kerala, India. The Tenderers or their accredited agents (not more than 2 persons) will be allowed to be present at the time of opening of the tenders.

2.8 Negligence on the part of the Tenderers in preparing the tender, confers no right to withdraw the tender, after it has been posted/handed over to the Kerala Livestock Development Board Ltd.

2.9 The specification conditions and schedules of the tender will constitute an integral part thereof.

2.10 Corrections in the tender if any should be noted over and initialed at as many places as the corrections occur. On each page of the tender, the tenderer should indicate the

number of corrections/ overwriting made both in figure and also in words. If no corrections are there, the same should also be indicated in each page.

- 2.11 The tender shall be free from any qualifications so as to say that the prices quoted by the tenderers shall be inclusive of all rates, taxes, duties etc.
- 2.12 In case of mathematical errors in computation found in the tenders and in the case of substantial non conformity with the specifications or if it contain any inadmissible reservations, seen or otherwise, in contravention of the spirit and letter of the tender documents, such tenders shall be summarily rejected.
- 2.13 The supplier shall supply breeding bulls in accordance with the specifications stipulated.

3.0 **SPECIFICATIONS:**

**BREEDING BULLS** –Should be sons of progeny tested proven bulls and from unrelated sires for at least three generations. The dams should have high productive life index. The HF bulls should be from a DUMPS free herd.

**Holstein Friesian** - Dam's lactation yield of 10,000 Kgs or above with 4 % Fat  
**Jersey** - Dam's lactation yield of 6,500 Kgs or above with 5.5 % Fat

**Breeding Value:**

Holstein Friesian - ' + 400'  
Jersey - '+ 300'

The following details regarding the **Breeding Value of the sires** of the bulls intended for supply should also be mentioned in the tender.

**For milk**

- Breeding Value
- Number of daughters
- Number of herds
- Accuracy
- Average yield of the base population on which the breeding value is calculated

**For fat**

- Breeding Value
- Number of daughters
- Number of herds
- Accuracy
- Average yield of the base population on which the breeding value is calculated

**Predicted Transmitting Ability (PTA)**

PTA Milk - (+500)  
PTA Fat - (+43)

**Reliability:** Minimum 85 %.

**Age:** Above 14-16 months.

**Body Weight:** '> 300' Kgs.

**Body Conformation:**

- Bulls should be improved for type characters like udder and feet conformation.
- Type evaluation will be an integral component during selection.
- Feeding schedule of the selected bulls should be supplied along with other documents.
- Animals should have standard breed characteristics with the following traits: Sire and sires dam should have a final liner score as classified by Breeder's Association as good/good plus, very good or excellent.

3.1 The requirement for the live animals is as follows:

- Holstein Friesian – 10 Numbers.
- Jersey – 10 Numbers.

4. **BOVINE HEALTH PROTOCOL**

4.1 **ELIGIBILITY FOR IMPORTATION :**

- i) Animals, which have born in the exporting country and have never been outside the country are only eligible for Importation into India.
- ii) All Bulls over the age of Twelve (12) months must have a nose ring and suitable halter.
- iii) Animals vaccinated with Infectious Bovine Rhinotracheitis / Infectious Pustular Vulvo-vaginitis (IBR/IPV) vaccine are not eligible for importation into India.

4.2 **IDENTIFICATION:**

The Animal (s) must be clearly identified by a distinctive number ear tag, able to be seen from a distance in addition to any other form of identification. These identifications must be shown on the certificate accompanying the animal (s).

4.3 **QUARANTINE:**

- i) The Animal(s) will be required to undergo the following quarantine periods.
  - a) 30 days pre-export quarantine in quarantine premises which have been approved by the Government of exporting country for the purpose of quarantining cattle for export into India.
  - b) 30 days post entry quarantine in an Indian quarantine station. During the quarantine period the animals(s) will be subjected to all such tests and treatment as required by the Quarantine Officer/Regional Officer of the Department of Animal Husbandry and Dairying, Government of India.

4.4 **VETERINARY HEALTH CERTIFICATE:**

4.1. FOR IMPORT OF BREEDING BULLS – AS PER ANNEXURE IV

5.0 **PRICES**

5.1 The price quoted should be in US dollars on CIF basis.

5.2 The prices have to be quoted for delivery of animals in a batch of 20 bulls to CHENNAI, INDIA.

5.3 While quoting, the tenderers are requested to mention the following:

1. The cost of breeding bulls including, packing, and forwarding charges up to port of shipment.
2. The Freight by air/or ship from port of shipment to the port of destination.
3. The cost required for care and maintenance of the breeding bulls after selection until they reach the Indian port.
4. Cost of transportation to India of selected breeding bulls.
4. The prices quoted should be valid for 180 (one hundred and eighty) clear days from the date of opening of the tender.
6. Charges to cover all transit risk insurance etc., and
7. Rates shall be quoted in figures as well as in words.

5.4 Tenderers should indicate separately the commission that they would pay to their Indian agents, if any, which has been included in the price as specified above and also give the details of their concerned agent; their commission shall be payable in Indian rupee and in India only.

5.5 The prices thus quoted should be firm, free from all escalations and valid for a period of 180 (one hundred and eighty) clear days from the date of opening of the Tender.

5.6 The prices shall be quoted on Unit/ Item basis. Tenderers should clearly indicate the amount of discount that would be available on number of Units. The Tenderer should also indicate time discount, if any available.

6.0 **SHIPMENT**

6.1 The animals should be shipped without transshipment and in aircrafts or ships not classified as over aged for Insurance purpose.

6.2.1 In the event of loss, the supplier will be responsible for replacement thereof free of cost.

6.2.2 The supplier shall be responsible for care and maintenance of the animals and for the safe transportation to the Indian City of destination (to be specified at the time of placing orders).

6.2.2 The supplier will be responsible for feeding the animals' only hay, green and concentrates for a period of 20 days prior to shipment. For transport, the supplier should place on board sufficient quantity of greens/green pellets, hay and concentrate of standard quality. The animals should be well cared for, fed and watered timely and adequate health facility and treatment should be provided. The animals should be housed in the Aircraft while transporting in separate wooden partitions to avoid accidents while take off and landing.

### 6.3 **PLACE OF DESTINATION**

For purpose of tendering, the place of destination is or will be in all cases CHENNAI, INDIA. Hence rates are to be quoted for delivery at CHENNAI.

### 6.4 **INSURANCE**

The supplier shall arrange Insurance coverage, according to the dispatch instructions issued by the buyer in the name of Kerala Livestock Development Board Ltd., "Gokulam, Pattom P.O., Thiruvananthapuram –695 004, Kerala, India and the supplier should cover all dispatches. However, to avoid complications that may arise at the time of settlement of the claims by the under writers for the transit losses, it is proposed that the insurance coverage shall be arranged by the supplier as under:

- a) The Insurance coverage has to be taken for all transit risks covering from the point of loading to the place of destination.
- b) Suppliers are required to take insurance with any national or international insurance company of repute;
- c) The cover provided by the Insurance shall be in such currency and in such amount so as to allow complete replacement for the animals damaged.
- d) The supplier shall
  - i) initiate and pursue the claim till settlement.
  - ii) promptly make arrangements for replacement irrespective of settlements of claim by under-writers.

### 7.0 **GUARANTEE**

The supply of animals should be in accordance with the specifications and to the entire satisfaction of the buyer and/or to the satisfaction of their technical officers. The tenderers who bid should ensure that the country of origin is free from Foot and Mouth disease.

### 7.1 **WARRANTY**

In lieu of any warranty implied by law, suppliers shall guarantee to replace the unhealthy animals within a period of not exceeding 24 calendar months from the date of receipt of animals, if they are proved unhealthy. The supplier must also provide a warranty for a minimum period of 24 calendar months from the date of receipt of the animals for the satisfaction of the supplied animals according to the norms fixed by the buyer.

## 7.2 **PERFORMANCE GUARANTEE**

- a) The successful tenderers shall have to furnish within 30 days from the date of purchase order, a bank guarantee/performance bond from any one of the Nationalized Banks or any one of the International Banks in the prescribed form

given at Annexure-II for the due fulfillment of the contract for an amount in Indian Rupee equivalent to 25% (Twenty five percent) of the value of the contract

valid for a period of 24 calendar months from the date of the bank guarantee and its validity period shall be extended by such period as may be required to cover the period of 24 calendar months from the date of receipt of animals at the specified destination in India.

- b) In case the supplier fails to furnish the bank guarantee as required within the stipulated period, it shall be lawful for the buyer to forfeit the Earnest Money Deposit lying with the buyer/their technical officer and cancel the contract or any part thereof. This is also without any prejudice to the other rights of the buyer under the contract.
- c) If the suppliers fail or neglect to observe or comply with or perform any of their contractual obligation it shall be lawful for the buyer to get reimbursed from the bankers of any amount not exceeding the amount of bank guarantee / performance bond as may be decided by the buyer. This is also without any prejudice to the other rights of the buyer under the contract.

## 8.0 **TECHNICAL INFORMATION REQUIRED WITH TENDERS**

The Bulls presented for selection shall be of above average weight and in good physical condition. The detailed pedigree documents should be provided at the time of selection.

## 9.0 **COMMERCIAL INFORMATION REQUIRED WITH THE TENDERS:**

### 9.1 **CURRENCY OF PAYMENT:**

The price of the animals shall be quoted by the Tenderers in either.

- a) In the currency of tenderer's home country; or  
b) In the Indian Rupee; or  
c) In the currency of the county of origin of the goods; or  
d) In US Dollars.

9.2 To facilitate comparison of tenders, all prices will be converted into Indian Rupee. The rate of exchange to be used in such conversion shall be the selling rate fixed by the Reserve Bank of India and applicable to similar transactions on the day tenders are opened.

9.3 The price of the Breeding Bulls purchased will be paid in the Currency in which the price has been stated in the successful tender. Expenditure within India shall be paid in Indian Rupee.

9.4 **TERMS OF PAYMENT:**

Payment will be made through letter of credit as under:

70% (Seventy percent) of the shipment value will be paid upon receipt of evidence that complete shipment of the animals has been effected. 15% (Fifteen percent) of the shipment value will be released after the receipt of the animals at destination. The balance 15% (Fifteen percent) of the value shall be paid after 4 calendar months from the date of receipt of the Breeding Bulls at the specified destination in India.

However, the balance 15% may also be released, if so desired by the supplier, provided he/she furnishes a Bank Guarantee from a bank acceptable to the Kerala Livestock Development Board Ltd; Thiruvananthapuram for the 15% value of shipment in Indian Rupee valid for a period of 4 calendar months from the date of receipt of Breeding Bulls at the specified destination.

9.5 The documents required to be submitted by the suppliers to their bankers while negotiating the letter of credit established by the buyer are as under:

- i) Complete set of clean bills of lading of the shipment made out in the name of the bankers through which the letter of credit is opened in the account of Kerala Livestock Development Board Ltd; showing that the animals have been shipped and freight paid.
- ii) Copy of the valid insurance policy, evidence is also required that the said insurance company has been duly advised about the loading of animals, expected time of arrival etc; according to the policy requirement.
- iii) Manually signed Commercial Invoices made in the name of the Kerala Livestock Development Board Ltd.
- iv) Certificate of country of origin issued by the appropriate authority.
- v) Combined weight certificate and packing details
- vi) Certificate from the buyer that the Bank Guarantee has been executed in accordance with the clause No. 7.2(a) of this Tender.

9.6 All charges of the foreign bank including those for the confirmation of the letter of credit, if required, shall be borne by the supplier.

10.0 **DELIVERY PERIOD**

10.1 The supplier should deliver the Breeding Bulls within 3(three) calendar months from the date of placement of the purchase order. However, an early delivery stipulation may also be indicated.

10.2 In case of failure by suppliers in making deliveries, within the time specified, the Kerala Livestock Development Board Ltd., Thiruvananthapuram may procure the animals from other sources and hold supplier responsible for any losses occurred thereby. Furthermore, the Kerala Livestock Development Board Ltd, Thiruvananthapuram, reserves the right to terminate the services of such suppliers in such cases, without assigning any reason therefore.

11.0 **LIQUIDATED DAMAGES CLAIMS**

In case the delivery of the animals is not made by the supplier before the stipulated delivery date, the supplier shall pay penalty at the rate of 1 ½ % (One and a half percent) of the value of the animals for every week of delay subject to a maximum of 15% of the net value of the accepted order which remains undelivered. If delivery has not been made, the buyer may at his discretion cancel the orders, ten weeks after the expiry of the stipulated delivery period, unless the validity is extended in writing by the Kerala Livestock Development Board Ltd.

12.0 **SPECIAL CONDITIONS OF THE TENDER:**

12.1 The Tenderers should specifically mention in their offers whether they have previously supplied the animals specified in the Tender enquiry.

12.2 The Tenderers should give the details of previous supply with a certificate, if possible, in respect of its performance from the users.

12.3 The Tenderers shall be governed and interpreted according to the laws of the Union of India.

13.0 **RIGHT OF ACCEPTANCE**

The Kerala Livestock Development Board Ltd., does not pledge itself to accept the lowest or any tender and reserves to itself the right to accept any number within 50% (Fifty percent) plus or minus the number requested in the invitation. The Tenderer is at liberty to tender for whole or any portion of the items tendered.

14.0 **INVOICE**

Invoice should be prepared in 6 (six) sets and according to the working and the details of valid Import License and purchase order. The sets will be made out as may be intimated to the supplier. The above sets of invoices with shipping invoices should be air-lifted to the buyer immediately after the shipment; and the bill of lading and the original invoice should be in the name of the Indian Bankers through which letter of credit is opened.

15.0 **DEMURRAGE**

- 15.1 The supplier shall bear and reimburse to the buyer demurrage charges, if any, paid by reasons of delay on the part of the supplier in forwarding the above documents.
- 15.2 The technical inspection as regards to vaccinations conducted, body conformity, pedigree details, etc. are to be confirmed by technical officers of Kerala Livestock Development Board Ltd.
- 15.3 On acceptance, the animals must be individually identified by ear tags or other means acceptable to the KLDB Ltd. at the expense of the supplier.
- 15.4 The supplier should present sufficient number of animals to have choice for the selection.
- 15.5 The Breeding Bulls will be selected / inspected by the technical representatives of the Board between .....( the exact period will be intimated after completion of formalities ). The supplier(s) should state the earliest date on which the animals will be ready for inspection /selection.
- 15.6 The Breeding Bulls selected shall have clearly marked ear tags for identification that will facilitate easy identification at the time of arrival in India.

16.0 **REJECTION**

- 16.1 Further, the buyer reserves the right to reject the animals in full or part, if at the time of delivery it is noticed that the animals do not conform to the terms, descriptions and requirements given in the schedule of Tender.

16.2 **CONSEQUENCES OF REJECTION**

- 16.3 If, on rejection of animals by the buyer / consignee at destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to:
- a) Allow the supplier to supply the animals in replacement of those rejected within a specified time, the supplier bearing the cost of insurance, if any, on such replacement without being entitled to any extra payment on that account.
  - b) Purchase or authorize the purchase of the number of Breeding Bulls rejected or others of a similar description (when the animals do not exactly comply with the particulars in the opinion of the buyer, which shall be final) without notice to the supplier at his risk and cost and without affecting the suppliers liability as regards to the supply of any further installments due under any contract.
  - c) Cancel the contract and purchase or authorize the purchase of items or others of a similar description (when animals do not comply with the particulars in the opinion of the buyer, which shall be final) at the risk and cost of the supplier.

16.3 **REMOVAL OF REJECTED STOCK**

Any bulls rejected shall, under all circumstances, lie at the risk of the supplier from the moment of such rejection till their removal, and if such bulls are not removed by the supplier within such responsible period as may be decided by the buyer, the buyer may dispose of such bulls at the suppliers risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and other charges for the period during which the rejected bulls are not removed.

17.0 **INDEMNITY**

The supplier shall, at all times, indemnify and also keep indemnified the buyer against all claims which may be made in respect of the breeding bulls provided always, that in the event of any claims in respect of alleged breach of letters being made against the buyer, the buyer shall notify the supplier of the same and the supplier shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from. Whenever any claim for the payment of a sum of money arises out of or under the control against the supplier, the buyer shall be entitled to claim it from the bank concerned against the guarantee provided under clause 7.2 (a) to 9.4. In the event of the guarantee amount being insufficient, the entire balance sum recoverable shall be recovered by appropriating any sum thereby due or which at any time thereafter may become due to the supplier under the contract or under any other contract with the buyer and if such a sum be not sufficient to cover the full amount recoverable, the supplier shall on demand pay to the buyer the balance remaining due.

19.0 **FORCE MAJEURE CLAUSE**

The terms and conditions mutually agreed upon shall be subject to the force majeure clause. Neither the supplier nor the buyer shall be considered default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strikes, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any government or of any act of god or of any other clause whether or similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/ their contractual obligations for a period of 6 (six) months, the two parties should consult with each other regarding the future implementation of the agreement/ purchase order.

20.0 In the event of any dispute in the interpretation of the terms of this contract agreement /purchase order or difference of opinion between the parties on any point in the purchase order arising out of, or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation here under by either party, the parties here to shall use their best efforts to settle such dispute or difference of opinion amicably by mutual negotiations, other wise the dispute would have to be adjudicated by way of Arbitration as per the laws prevailing in the state of Kerala, and/ or India, to be decided thereupon by the courts in Thiruvananthapuram only.

21.0 This Tender is not transferable in any manner whatsoever.