

Form of Tender

From

To

**The Managing Director,
Kerala Livestock Development Board Ltd.,
'Gokulam', Pattom, Thiruvananthapuram –695 004
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 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:

Address :

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

KERALA LIVESTOCK DEVELOPMENT BOARD LTD.

(A Govt. of Kerala Undertaking)

'Gokulam', Pattom, Thiruvananthapuram - 695 004

Phone: 0471-2440920 Fax: 0471-2440673

Superscription

File No.3394/08/Pr (Tender No.8/08-09)	Running contract for supply of liquid nitrogen -
Sale of tender form	: Up to 4 PM on 15.12.2008
Due date and time for receipt of tender	: Up to 1 PM on 16.12.2008
Date and time for opening of tender	: from 3 PM on 16.12.2008
Date up to which the rates are to be firm for acceptance	: 31.07.2009
Price of tender form	: Rs.1000 /- + VAT & Cess (Rs.40 /-)
Price of duplicate copy	: Rs.500 /- + VAT & Cess (Rs.20/-)
EMD to be furnished with tender	: 1% of the total cost of the articles tendered for.
Address of officer from whom tender forms are to be obtained and to whom tender are to be sent	: The Managing Director Kerala Livestock Development Board Ltd., 'Gokulam' Pattom, Thiruvananthapuram Pin - 695 004

Managing Director
*(Name and Designation
of Purchasing Officer)*

Date: 25.11.2008.

KERALA LIVESTOCK DEVELOPMENT BOARD LTD.
'Gokulam', Pattom, Thiruvananthapuram-695004

General Conditions

Sealed tenders are invited for the supply of materials through a running contract as specified in the **Schedule** below 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 superscribed 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 **31.07.2009**. 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 along with his tender, an earnest money of one *percent* of the total cost of the articles tendered for, in the form of Demand Draft drawn in the name of Managing Director, Kerala livestock Development Board Ltd. payable at Thiruvananthapuram. The earnest money deposit of the successful tenderers will be returned as soon as possible after the tender are settled; but that of the successful tenders 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 Managing Director, Kerala Livestock Development Board Ltd. (KLD Board Ltd.) 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 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 as security for the satisfactory fulfillment of the contract. The amount of security may be deposited in the manner prescribed in clause 5 supra. Deposit receipts of any scheduled banks duly endorsed in favour of the Managing Director, KLD Board Ltd. or Bank Guarantee in the form approved by the Board will also be accepted as security. 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 Board and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Board 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 Managing Director, KLD Board Ltd., 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.
- (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.
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 Board 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 Board to the contractor. In all cases there is guarantee for the goods supplied the security deposit will be released only after expiry of the guarantee period.
14. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly. (Period to be specified).
15. Payments will be made only after the supplies are actually received, installed, commissioned and completion certificate from authorised 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.
16. 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 Managing Director, KLD Board 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.

17. 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 Managing Director 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 with out 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.
18. (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 Managing Director 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 Thiruvananthapuram only.
19. 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 authorised 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 authorised 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.

20. 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.
21. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
22. 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.
23. 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.
24. 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 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 the supply of materials are liable to be rejected unless sample, if called for, of the materials tendered for are forwarded.
25. 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.
26. 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. In case ST or any other tax is extra, the rate payable must be clearly specified.
27. 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 thereunder 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 ofunder
Registration No.for the purposes of Sales Tax”

28. 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.
29. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper worth Rs.50/-. A specimen form of agreement is given as annexure to the tender. Tenders without agreement in Stamp Paper will be rejected out-right.
30. Employees of KLD Board or their relatives cannot take part in tender.

**Managing Director,
KLD Board Ltd.**
*(Name and Designation
of Purchasing Officer)*

KERAL LIVESTOCK DEVELOPMENT BOARD LTD.
SCHEDULE OF MATERIALS

Sl. No	Specifications	Unit	Cost per Litre Rs.	Transport & delivery charges per Litre Rs.	Total cost per litre Rs.	Remarks
1	2	3	4	5	6	7
I	SOUTH ZONE					
	1. Supply of approximately 96,000 litres of Liquid Nitrogen at the Kulathupuzha farm unit of the KLD Board over a period of six month at the rate of 4000 litres per supply on every Monday, on running contract basis.	Litre				
	2. Supply of approximately 2,10,000 litres of Liquid Nitrogen at the Muvattupuzha Unit of the KLD Board over a Period of Six months at the rate of 7000 litres per Supply on every Sunday, on running contract basis.	Litre				
II	NORTH ZONE					
	1. Supply of approximately 1,00,000 litres of Liquid Nitrogen at the Dhoni Farm Unit of the KLD Board over a period of six Month at the rate of 4000 litres per supply on every Friday, on Running contract basis.	Litre				
	2. Supply of approximately 75,000 litres of Liquid Nitrogen at the Puthuppady Unit of the KLD Board over a period of six months at the rate of 3000 litres per supply on every Saturday, on running contract basis.	Litre				

Whether samples essential : No.
 Period within which goods should be delivered : As per schedule that will be communicated with the Purchase Order.
 Rates should be quoted for delivery at the respective units of the Board.

Other Special Conditions : *Attached.*

(Purchasing Officer)

Signature:
 Name and address:
 (Tenderer)

Special conditions:

1. Tenders are invited from manufacturers for supply and delivery of liquid nitrogen required by the Units of the KLD Board as shown in the Schedule, through a running contract, during a period of six months.
2. The LN supplied should be of not less than 99.5% purity.
3. The contract is likely to commence during the month of December 2008. However, the rates tendered should be firm for acceptance up to 31.07.2009.
4. The rates once accepted will be valid through out the currency of the running contract.
5. Details of supply locations, estimated requirement of nitrogen etc. are given below:

Unit & contact address	Estimated requirement of LN for Six Months	Quantity to be supplied in each consignment and supply interval.
I. SOUTH ZONE i. <u>RSB KULATHUPUZHA</u> The Asst. Manager (AH) KLD Board Ltd., Regional Semen Bank, Kulathupuzha – 691310 Kollam District (Phone –0475-2317547/2317660)	96,000 litres	4000 litres on every Monday
ii. <u>RSB MUVATTUPUZHA</u> The Manager (LP) KLD Board Ltd., Mudavoor P.O., Muvattupuzha – 686 669 (Phone– 0485-2812763/2812563)	2,10,000 litres	7000 litres on every Sunday
NORTH ZONE I. <u>RSB DHONI</u> The Dy. Manager (AH) KLD Board Ltd., Regional Semen Bank, Bull Station, Dhoni, Palakkad – 678 009 (Phone –0491-2558547/2556127)	1,00,000 litres	4000 litres on every Friday

<p><u>II. RSB PUTHUPPADY</u> The Asst. Manager (AH) KLD Board Ltd., Regional Semen Bank, Puthuppady, Kozhokode –673673 Ph.No. 0495 2235253</p>	<p>75,000 litres</p>	<p>3000 litres on every Saturday</p>
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6. The Board will be free to award the work specified in the schedule to different tenderers in respect of each centre separately if necessary.
7. The requirement of nitrogen indicated above is only the estimated quantity. The contractor should be liable to supply the actual requirement even if it is in excess of or below the estimated quantity by 20%.
8. The Unit heads have the freedom to modify the quantity per consignment and the supply interval taking into consideration of stock, storage facilities, actual requirement and other factors. The contractor will be liable to accept and comply with such modifications.
9. If so desired by the Board, the contractor should be prepared to extend the running contract for a period of two months or till a new contract is fixed, whichever is earlier, on expiry of the six month contract.
10. The Board will have absolute freedom to fix either combined running contract or separate running contracts, for supply to the six locations or each zones. The Board will be free to negotiate with the tenderers, in any manner deemed fit, for concluding the contract in the best way suited.
11. The rate to be quoted is the per litre cost of liquid nitrogen inclusive of all taxes and duties. However, the rate of sales tax if any chargeable may be indicated separately. Further, the per litre delivery charges (including transport cost) may be quoted separately.
12. The delivery of nitrogen is to be made in between 8 am and 1 pm on the scheduled dates. The supplier's transport tanker vehicle has to arrive at the supply location so as to complete the transfer of nitrogen to our reserve tanker before 5 pm. (The supplier's tanker has to be retained at the delivery station for about 2-4 hours for the purpose).
13. The measurement of quantity of LN supplied will be made on weighing (i.e. 1 kg. Weight = 1.236 litres). When the delivery is made in low pressure tankers

there will be no depressurising done before weighing, but if high pressure tanker is supplying the same weighing will be made at 0 (Zero) pressure of the supplier's transport tanker after releasing pressure and allowing 30 minutes stabilisation time. After transferring nitrogen to our tanker by means of suitable device, again the weight of the supplier's empty transport tanker will be taken, and the quantity of nitrogen actually supplied will be determined. It is for this quantity that the payment will be made at the approved rate.

14. Weighing of the supplier's LN tanker is to be made at the weigh-bridge nearest to the delivery point and the connected expenses are to be borne by the supplier. So also, all incidental expenses (if any) connected with the supply up to the point of delivery are to be met by the supplier.
15. Necessary delivery note for the quantity of LN actually supplied will be signed and issued by the authorised officer of the Board at the time of supply. The supplier may prefer formal invoice either for each supply or on monthly basis according to their choice. In normal case the invoice will be settled within one month of its receipt. The invoice is to be addressed to the Unit head concerned who will be competent to settle it subject to the tender conditions. Actual bank charges incurred for obtaining demand draft will be deducted from the payment. It may be noted clearly that the Board will not be liable to pay any interest or other costs for any delayed payment.
16. The contractor should bestow utmost care to see that the supplies are effected on the scheduled dates itself and within the hours fixed. The Board will be free to realise penalty at the rate of Rs.1000/- (Rupees One thousand only) for every 24 hours of delay in supply. Exemption, on request, will be given for days that affects normal movement of vehicles due to bandh or hartal.
17. In case the contractor fails to deliver LN in time according to prefixed Schedule, the Board will make alternate arrangements for procurement of the item from elsewhere at his (contractor's) risk and cost subject to the general conditions. When the contractor is unable to deliver at site, advance information should be given and the material may be got lifted ex-factory by our tankers at the basic price.
18. Additional requirement of liquid nitrogen, if any, shall be made by the concerned unit head to the supplier and will not form part of the schedule.
19. The tenderer shall sign, duly affixed with his seal, each page of the tender form in token of acceptance of the terms and conditions, while submitting the tender.

Managing Director

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 fulfillment 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.