

## SCHEDULE "B"

### Conditions of Contract

This contract is to last from .....to.....but in the event of any breach of the agreement at any time on the part of the Contractor, the Contract may be terminated summarily by the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar without compensation to the Contractor.

Any change in the constitution of the firm shall be notified forth-with by the contractor in writing to the authority sanctioning the contract and such changes shall not relieve any former member of the firm from any liability under the contract.

No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its items, conditions and deposit with the officer sanctioning the contract a written agreement to receipt or acknowledgement or that of any partner subsequently this effect. The contractors/accepted as above shall bind all of them and will be as sufficient discharge for any of the purposes of the contract.

2. The contractor will supply nothing but genuine articles e.g.....described in column 2 of schedule A from time to time in such quantities as may be entered in the indents sent at the rates set forth in column 3 of schedule A for use in offices/institutions/departments under the Administrative control of Government of the Punjab, as may be required by the indenting officers. Mentioned in schedule C hereto annexed on behalf of the Government requisition from officers, not mentioned in schedule C hereto annexed should before compliance be sent in original to the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar for instructions and the officer concerned advised accordingly. No guarantees can be given as to the quantity which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the schedule A which he requires to purchase except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar the contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only.
3. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender and approved by the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar. The contractor shall be responsible for all complaints as regard the quality. In case of dispute regarding quality of articles the decision of the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar will be final and binding on the Contractor.
4. The Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar may by notice in writing call upon the Contractor to supply additional articles to serve as sample and upon such notice in writing the Contractor shall at his own cost be bound to supply samples. Such additional samples being in all respect of the same quality as the sample supplied first.
5. The contractor will be responsible for damage or loss in transit and replace good broken or lost within 10 days from the date of notice thereof.
6. Unless when specially ordered otherwise in the order accompanying the indent all goods must be dispatched within 14 days of the receipt of indent by the Contractor.

7. Conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.
8. The panel of officers appointed by the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar shall have the power to inspect the stores before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion after the written approval of Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar, if he or they be not satisfied that the same is equal or according to the sample submitted by the Contractor. The Contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the Contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and any test of such supplies. Board shall be under no liability whatever for rejected supplies and the same will be at the Contractor's risk. Rejected supplies shall be removed by the Contractor within 10 days after notice has been issued to him of such rejection and failing such removed/ rejected goods will be at Contractor's risk and PLDB may charge the Contractor rent for the space occupied by such rejected goods.
9. The contractor shall provide without any extra charge all materials, tools, labor and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which may be required to be made on the contractor's premises and shall pay all cost thereon. In the case of stores inspected at maker's premises, the maker shall provide all facilities including testing appliances, for making necessary test other than special test or independent test. Failing the facilities at his own premises for making these tests, the contractor shall bear the cost of carrying out tests elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If, for the purpose of determining the quality of stores the aforesaid officer finds it necessary to have the stores tested at the test house or laboratory, expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within ten days of the receipt of intimation in this behalf from the Inspecting Officer, shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Additional Chief Executive Officer, Punjab livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar may treat the default as a breach of the agreement and proceed under clause (I) of the agreement without further notice. Further the aforesaid officer shall have the right to put all articles of materials to such tests as he may think proper for the purpose of ascertaining whether the same or in accordance with the specifications or sealed sample mentioned in the tender and to cut on out off/or destroy a portion not exceeding 2 percent from each delivery for such purpose the quantity so cut out or off and/or destroyed as aforesaid shall be replaced by the contractor free of charge.
10. Packing cases containers, gunny packages, etc. which may be used for purposes of packing and which are delivered with stores will not be returned and paid for unless specially stipulated and then at contractor's expenses.
11. Unless otherwise specified in a requisition bills, for the whole of the goods referred to in each indent in triplicate, will be prepared and submitted by the contractor to the consignee for direct payment under intimation to the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar. The balance full amount as the case may be, will be paid on receipt of stores in good condition after their verification as regards specification etc.

Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar. All such complaints should give :-

- i) The number and date of the requisition.
- ii) The designation of the requisition officer.
- iii) The designation and address of the officer to whom the bill was sent by mentioned in (iv) above.
- iv) Full reference to reminders if issued.

12. (i) With every dispatch of goods of material under this contract invoices, in triplicate, will be prepared by the Contractor. Invoices, in duplicate, are to be sent by the contractor to the Indenting Officer the duplicate to be returned by Indenting Officer with the quantities or number received duly noted thereon and the third copy to be sent by the Contractor to the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar of record in his office.

(ii) Railways Receipt will be forwarded to the consignee immediately after dispatch of stores, Should any demurrage charges be incurred owing to delay on the part of the contractor in forwarding the railway receipt the amount of such charges will be deducted from the bill.

(iii) The Contractor shall dispatch material 'Freight paid' in all cases where there is for destination. In the event of their failure to do so a penalty of 5 percent will be charged on the amount paid as freight by Indenting Officer on their behalf.

(iv) The Contractor will send to the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar. Quarterly statement of the goods supplied under this arrangement in the following form :

Name of Office	Indent No.	Name of articles	Quantity of No. supplied and to whom supplied and where	Value of supplies	Remarks
1	2	3	4	5	6

(v) All dispatches by the rail will be made at railway risk at the expenses of the Indenter (except by firm who have quoted rates F.O.R. any place in the Punjab) unless the Indenter give instructions to dispatch at owner's risk in which case all responsibility for loss in transit will be with the Indenter.

This is subject to the condition that the material are surely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the conditions of the containers. In case of any adverse remarks, the responsibility with the losses in transit will rest with the suppliers. Subject to those conditions the contractor

will be entitled to change or by paid for supplies broken. Lost or damaged in transit. The Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar will be the authority to determine whether or not the breakage, loss or damage was caused through the contractors negligence and the decision of the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar or some other officer/acting in his behalf shall be a final and conclusive against the contract. Such rejected supplied shall be the contractor at his on expenses.

(vi) If during the currency of the contract the specification of article or articles to be supplied there under be changed the contractor shall continue to comply with demands for the supply of the said articles in accordance with the new specification at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement the contract in so far as it relates to the said article or articles under respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensations.

13. In the event of withdrawal or discontinuance of any articles or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will, however make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

14. TO BE SUBMITTED BY EXISTING CLAUSE 14.

The time for and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail to deliver on dispatch any consignment within the period prescribed or such delivery or dispatch, stipulated in the supply order, the delayed consignment will be subject to 2 percent penalty per consignment per month recoverable on the value of the stores supplied. In case of non payment by the Contractor recovery will be made from his bill or amount or earnest money or security deposited with the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar provided also that:-

a) No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period either by the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar.

b) On the failure of the supplier to make supply within the extended period on receipt of such information in the office of the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar, risk purchase at the cost of supplier will be made by the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar. The differences of excess cost thus incurred will be recovered from the supplier in a suitable manner and even from his pending bills, earnest money or security whichever is available This procedure will be adopted after sending registered notice to the supplier to supply store within 15 days.

15. The contractor acknowledge that he has made himself fully acquainted with all the conditions and circumstances under which the supplier required under the contract will have to be made or furnish and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.
16. No payment will be made in advance for any supplies under this contract.
17. i) The contractor shall not :-
- a) Assign or sublet the contract without written approval of the officer sanctioning the contract.
  - b) Disclose details of the conditions governing this contract to unauthorized persons (Indenting against this contract is permissible only for the bonafide use of Govt. departments and quasi public and not for private parties or for the private use of the Government Officer.
- ii) In the event of the Contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining neglecting or delaying to comply with any demand i.e. requisition or otherwise not executing the same in accordance with the terms of the contract or if the contractor or his agents or servants being guilty of fraud in respect of the contract or any other contract entered into by the Contractor of any of his partners or representatives thereof with PLDB directing, giving promising or offering any bribes, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officer or person or persons office of employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his/her creditors or attempts to do so then without prejudice to PLDB rights and remodels otherwise PLDB shall be entitled to terminate this contract forth with and to blacklist the contractor and purchase or procure or arrange from Governments stock or otherwise at the contractors risk and at the absolute discretion of the Additional Chief Executive Officer, Punjab Livestock Development Board, Livestock Complex, Sector-68, S.A.S. Nagar.

The manner, place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by Government there under and in cases where issues in replacement are made from Government's stocks or supplies the cost and of value of such stocks supplies together with all incidental charges of expenses shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, supplies of accepted or made at any station whether in ignorance of the termination or otherwise.

18. If any question, difference or objection what so ever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has finally decided accordingly or whether the contract should be terminated or has been rightly termination in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by the Punjab Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves and a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

19. If the price of a contracted articles is controlled by the Government, the payment will in no case be made at higher rate than the contracted rate.

In witness thereof the parties have unto set their hands on the dates indicated below :

1. ( In the case of a firm)

Signed by the above named firm of .....

Through.....partner of the firm.

Date \_\_\_\_\_

Signature

2. (In the case of company )

The seal of the.....company Ltd., was affixed by virtue of the resolution of the Board No.\_\_\_\_\_ dated\_\_\_\_\_ the \_\_\_ day of \_\_\_\_\_ 2023

Seal  
Signature

1. (In either case)

In the presence of

(i) Signature

Address

Description

(ii) Signature

Address

Description

Signed by.....

Date

Signature of.....

On behalf of the Governor of Punjab (India)

REGULAR FORM OF SECURITY DEPOSITS PLEDGED TO THE CHIEF EXECUTIVE OFFICER,  
PUNJAB LIVESTOCK DEVELOPMENT BOARD C/O DIRECTOR, ANIMAL HUSBANDRY,  
PUNJAB, CHANDIGARH.

1. National Saving Certificates.
2. Postal Saving Bank's Pass Book.
3. State Bank's Call Deposit receipt or fixed Deposit receipt.

4. Deposits receipts mentioned in item No.3 tendered by any scheduled bank are also accepted provided that these are countersigned by the National Bank of India, whereby the State Bank of India undertakes full responsibility to this department, in case of default. The above deposit can also be accepted if these are countersigned by the Reserve Bank of India against requisite security furnished by the scheduled bank concerned to the Reserve Bank of India and the Reserve Bank of India advises this department that the deposit receipt may be accepted.

The contractor/seller hereby declare that the goods/stores articles sold to the buyer under this contract shall be of the best quality and workmanship shall be strictly in accordance with the specification and particular contained mentioned in the clause \_\_\_\_ hereof and the contractor/seller hereby guarantees that the said goods/stocks/articles would continue to conform to the description and quality aforesaid for a period of \_\_\_\_ days/months from the date of delivery of the said goods/stores/articles to the purchaser and that not with-standing the fact that the purchaser (Inspector) may have inspected and/or approved the goods/stores/articles if during the aforesaid period of \_\_\_\_ days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the purchase in that behalf will be final and conclusive) the purchaser will be entitled to reject the said good/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/articles/stores will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractor/seller shall if so call upon to do, replace the goods etc. or such position thereof as rejected by the purchaser such damages as may rise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract otherwise.