



**Kerala Livestock  
Development Board Ltd.**  
(A Government of Kerala undertaking)

**Mattupatty (PO), Munnar,**  
Idukki, Kerala 685616  
Mobile: +91 9446004281  
Tele /Fax: 91 4865 242202  
E-mail: indoswisskldb@gmail.com

No. C1/38/2003

04.04.2018

**Short TENDER NOTICE**

**(Transportation vehicle)**

Sealed competitive tenders are invited from reputed vehicle owners for the arranging transportation vehicle (Mini bus or equivalent) for KLDB Mattupatty unit for one year. EMD of Rs. 1500 and the cost of tender form for Rs. 420 including GST. Last date and time of submission of tender is 26.4.2018 3 PM .

For further details of tender, please contact the office of the undersigned or visit our website:  
**[www.livestock.kerala.gov.in](http://www.livestock.kerala.gov.in)**

**Manager (AH)**

## Form of Tender

From

To

**The Manager (AH)  
Kerala Livestock Development Board Ltd.,  
Mattupatty.P.O., Munnar,  
Idukki Dist., Kerala.**

Sir,

I/We hereby tender to provide vehicle as per the annexed general and special conditions of contract , as may be decided by the Kerala Livestock Development Board Ltd., at the rates quoted in the tender.

\*I/We am/are remitting/have separately remitted the required amount of Rs. 1500/-as earnest money deposit.

Yours faithfully,

Date:

Signature:

Name & Address :

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

**KERALA LIVESTOCK DEVELOPMENT BOARD LTD.**  
*(A Govt. of Kerala Undertaking)*  
**Mattupatty.P.O., Munnar, Idukki Dist., Kerala.**

**Superscription**

No. C1/38/2003

04.04.2018

Sale of tender form : 9.4.2018 to 26.4.2018 up to 1pm.

Due date and time for receipt of tender : 26.4.2018, 3 PM

Date and time for opening of tender : 26.4.2018, 3.30 PM

Date up to which the rates are to be firm  
for acceptance : 15.04.2019

Price of tender form : Rs.420/-(Including GST)

EMD to be furnished with tender : Rs1500/-

Address of officer from whom tender forms  
are to be obtained and to whom tender are  
to be sent

**The Manager (AH)**  
Kerala Livestock Development Board,  
Mattupatty PO, Munnar  
Idukki Dt., Kerala  
Pin: 685616.

**Manager (AH)**  
*(Name and Designation  
of Purchasing Officer)*

**KERALA LIVESTOCK DEVELOPMENT BOARD LTD.**  
*(A Govt. of Kerala Undertaking)*  
**Mattupatty.P.O., Munnar, Idukki Dist., Kerala.**

**General Conditions**

**Sealed tenders are invited from reputed vehicle owners for arranging transportation vehicle (Mini bus or equivalent) on contract basis for KLDB Mattupatty unit for one year.**

- 1) The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly super scribed on the cover.
- 2) The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. 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. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
- 3) Intending tenderers should send their tenders so as to reach the officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
  - (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money of Rs 1500/- . The amount may be paid either by remittance into the office of the Manager (AH), KLD Board, Mattupatty.P.O, Munnar, Idukki Dist., Kerala, Multi city crossed cheque or by Demand Draft on Munnar branch of State Bank of Travancore drawn in favour of the Manager (AH), Kerala livestock Development Board Ltd., Mattupatty.P.O, Munnar, Idukki Dist., Kerala. The earnest money deposit of the unsuccessful tenderers will be returned within a period of one month after the tender are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money deposit".
  - (b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

- 4) 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.
- 5) 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.
- 6) The final acceptance of the tenders rests entirely with the Manager (AH), KLD Board, Mattupatty.P.O, Munnar, Idukki Dist., Kerala, who does not bind himself to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
- 7) Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.
  - (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 less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Fixed Deposit Receipts of State Bank of Travancore / State Bank of India endorsed in favour of the Manager (AH), KLD Board, Mattupatty.P.O, Munnar, Idukki Dist., Kerala. Letter of Guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of KLD Board. 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.
- 8) 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 where there are guarantee for the goods supplied the security deposit will be released only after expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.
  - (a) "If the Earnest Money Deposit / Security Deposit is not released within the period specified for no fault of the contractor, the loss incurred to the Board shall be made good from the officer responsible for the belated release of the Earnest Money Deposit / Security Deposit".
  - (b) All incidental expenses incurred by the Board for making payments outside the district in which the claim arises shall be borne by the contractor.

- 9) 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 Manager (AH), KLD Board, Mattupatty.P.O, Munnar, Idukki Dist., Kerala, 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. 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.
- 10) 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 within whose jurisdiction the Manager (AH) voluntarily resides.
- 11) 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.
- 12) 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.
- 13) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Board is convinced of any compelling need for enhancement of rate, it may do so.
- 14) 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.
- 21) 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.
- 22) The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper worth Rs.100/- purchased in the Kerala State. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in Stamp Paper will be rejected out-right. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

### **Other Special conditions:**

1. The tender is for arranging transportation vehicle (Mini bus or equivalent) on contract basis for KLDB Mattupatty unit for one year or as per the conditions laid by the Manager (AH), KLD Board, Mattupatty, Munnar.
2. The vehicle is mainly indented for transportation of school/college going students from the quarters of the employees of Mattupatty unit on all working days/ school days. Most of the students are from Carmelgiri public school Korandikkadu; Govt. High school Munnar; Little flower GHS Nallathanni etc
3. Any other trip directed by the officer in charge should be carried out as and when directed.
4. The vehicle should have a minimum passenger seat capacity of 12 nos.
5. No other outsiders or employees of the board should not be allowed to travel in the bus without the consent of the Manger (AH), Mattupatty.
6. The contractor should display a board on the vehicle (On contract with KLD Board) while running for the board.
7. The rate fixed after finalisation of the contract will be only given and additional payment will not be given for miscellaneous work or repair.
8. The vehicle should not be older than 5 years and should be in good condition.
9. The contractor or driver should ensure full discipline & safety of the students at the time of travel.
10. The driver running the bus should have a valid driving license with a minimum experience of 5 years.
11. The vehicle should have all the required fitness as per the Kerala transport act.
12. All the required documents as per the guidelines of Kerala Motor vehicle department especially fitness certificate, permit & insurance should be up to date and all guidelines instruction from KMVD should be followed from time to time.
13. The vehicle should be available at the first point of pick up by 8am and the vehicle should start from the last pick up point by 8.30am. All the students should be left at their respective school premises at least five minutes before the first bell.
14. The original documents of the vehicle should be brought to the office of the Manager (AH), Mattupatty unit on 26.4.2018 at 3pm for inspection by the management committee.
15. In normal case the payment will be made on a monthly basis on producing the bill duly certified by the section head. The contractor should submit his pan card & bank account details to the office of the Manager (AH), Mattupatty after finalising the contract. Any connected TDS will be deducted from the bill. Advance payment or cash payment will not be allowed.

16. The contract should arrange an alternative vehicle with the same facility, in case of exigencies/ repair / breakdown for the contract vehicle.
17. In case any dispute arises in connection with the contract, legal proceedings relating to the matter shall be instituted in a Court within whose jurisdiction the Mattupatty Office of the Board is situated.
18. The tenderer shall sign, duly affixed with his seal, each page of the tender in token of acceptance of the terms and conditions, while submitting tender.
19. In case any of these special conditions vary from any of the general conditions, the special condition shall prevail.
20. It may be clearly understood that the KLD Board will have absolute powers either to defer/drop the tender or limit the work according to actual requirement at the time of finalization of the tender.
21. The rate may be quoted in the Annexure II as per the guidelines given.

**Manager (AH)**



(To be executed in Kerala Stamp Paper worth Rs.100/.)

**Agreement**

Articles of agreement executed on this the ..... day of two thousand and .....  
BETWEEN the Kerala Livestock Development Board, 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.

### Schedule & Rate

Trip no	Trip / Route	Rate per trip
1	Korandikkadu & Back	
2	Korandikkadu, Old Munnar, Nallthanni & Back	
3	For any additional trips – rate per running KM	

I do here by accept the tender conditions and the rate quoted above. Please find enclosed the details of my vehicle bearing reg: no: ..... for verification at your end.

Place:  
Date:

Signature:  
Name & Address: