

NATIONAL HEALTH MISSION

TENDER DOCUMENT

FOR

Hiring of Air-Conditioned Vehicle for DPMSU

(Tender No. DPMSU-PTA/901/ABMO/2022/DPMSU dated 21-02-2022)

Name of the Bidder:

Address:

Signature:

Last date and time for the receipt of tender: 10.03.2022, 12.00

Date of opening of bid: 10.03.2022, 3.00 PM

NOT TRANSFERABLE

For Details:

www.arogyakeralam.gov.in
Email: dpmptanew@gmail.com

1. The District Health and Family Welfare Society invites sealed tenders for hiring Taxi Permit vehicle from prospective Service Providers/ Individual owners having vehicles with original registration on or after 01.01.2018(DPM vehicle) & 01.01.2016 (Additional vehicle/ NUHM/MMUs/MHT/MIST/MIU/SHP) for any of the three categories/all before the categories ,which the bidder is opting and preferably having at least one year experience before the date of Notice Inviting Tender (NIT) from a competent authority of any PSU/Central/State Government or Private Ltd. Companies/Firms /Travel Agencies for having executed similar contract of providing diesel driven commercial A/C Cars and MUVs.

2. The bidder should own or have on lease, a fleet of ONE vehicle including those quoted by the bidder, registered as taxi's ie. Cars and vehicles with permit from RTO's as taxi's. The bidder should submit the full details of the vehicles and a clear declaration that he/she will be able to supply commercial vehicles with original registration shall be provided along with proof of RCs .

3. Tenders are invited for the hiring of the following vehicles and their respective requirements are as follows:-

Sl.No	Particulars	Vehicle Category	Model	Kilometer/Month	Qty	Contract Period
1	DPM vehicle	Maruti Ertiga /Mahindra Marazzo	2018 or later	2000	1	31 March 2023
2	DPMSU Additional vehicle	Maruti Ertiga /Mahindra Marazzo	2016 or later	2000	1	31 March 2023
3	DPMSU URBAN vehicle	Dzire/ Ethiyos	2016 or later	1500	1	31 March 2023
4	URBAN MMU vehicle	Mahindra Bolero/Mahindra Xylo/Chevrolet Tavera	2016 or later	2000	1	31 March 2023
5	School Health Program	Mahindra Bolero/Mahindra Xylo/Chevrolet Tavera	2016 or later	2000	1	31 March 2023
6	Mobile Health Team	Mahindra Bolero/ Chevrolet Tavera/Mahindra Xylo	2016 or later	2000	1	31 March 2023
7	Mobile Intervention Unit	Mahindra Bolero/Chevrolet Tavera/ Mahindra Xylo	2016 or later	2000	1	31 March 2023
8	MIST	Mahindra Bolero/Chevrolet Tavera/Mahindra Xylo	2016 or later	1500	1	31 March 2023
9	MMU konni	Mahindra Bolero/Chevrolet Tavera/Mahindra Xylo	2016 or later	1500	1	31 March 2023
10	MMU Seethathode	Mahindra Bolero/Chevrolet Tavera/ Mahindra Xylo	2016 or later	1500	1	31 March 2023
11	MMU Ranni Perunad	Mahindra Bolero/Chevrolet Tavera/ Mahindra Xylo	2016 or later	1500	1	31 March 2023

*Which may be extendable to further period

**NHM can be increase or decrease the no of vehicles at any point of time as per requirement.

4. (a) The bidder shall submit his /her quote vehicle above mentioned. The bidder shall quote the rate for providing single vehicle in the category he/she is opting. The bidder can quote for all the three categories of the vehicles and also for individual category too.

5. Intending eligible bidders may obtain bid document from the office of the District Program Management Unit, Pathanamthitta on working days up to **09-03-2022, 5.00 PM** by paying an amount of Rs.1000/- (Rupees One Thousand only) as tender cost, either by cash or as DD drawn in the name of District Health and Family Welfare Society, Pathanamthitta.

6. The bidder is required to provide commercial vehicles fully conforming to RTO/KMVD regulation along with fuel, driver with proper uniform etc. and carryout periodical maintenance and execute the work through their supervision.

7. The NHM may or may not amend the terms and conditions of the tender document on the basis of feed back obtained based on the published tender, with a view to obtain maximum number of competitive bids.

8. The tenders should be prepared and submitted as per the tender formats only prescribed in the tender document (Annexure attached) and should be addressed to:

District Program Manager
District Health & Family welfare Society
National Health Mission (Arogyakeralam), Pathanamthitta,
Phone: 04682325504
Email: dpmpntanew@gmail.com.

9. The bidder (s) shall have to deposit an amount of Rs.5000/- (Rupees Five Thousand only) as bid security (EMD) in the form of DD in favor of District Health & Family welfare Society, payable at Pathanamthitta along with the bid.

10. Minor infirmities in the submission of the documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.

11. There will not be any individual communication in respect of general notices, amendments etc. the prospective offers are advised to check for updates in our website: www.arogyakeralam.gov.in on a daily basis. Individual communications will only be issued in exceptional cases, at the discretion of the tender inviting authority notices/information will also be disseminated through the tender inviting authority's website and it will be binding on the bidders. The prospective bidders are advised to browse the website of the tender inviting authority on a day to day basis till the tender is concluded.

12. Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

13. Service to be provided is supply on demand, vehicles with licensed drivers, registered as commercial vehicles (taxis) on hiring basis for running within the jurisdiction of Kerala. The essence of the contract is to provide prompt, punctual, efficient, safe, courteous and quality service.

14. Duty hours of vehicles are 24 x7 basis

15. Reporting and parking place for vehicles mentioned in the table. However actual place of reporting and actual duty hours shall be specified by actual users of vehicles.

16. The driver shall arrange for accommodation and food by his own means. NHM reserve no obligation to arrange for accommodation or other facilities for the driver.

17. Counting of distance will be from the starting point and closing point of the user mentioned in the table.

18. Accuracy of meters will be checked periodically by any authorized officer of NHM and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by NHM, which may even lead to termination of contract.

19. Service provider should comply with the following:

a. It is desirable to have the registration with service tax, pan etc. however, if the service provider doesn't possess any or all the above, they should obtain the same if required by law to execute this service within one month of commencement of contract.

b. It is the responsibility of the bidder to make all necessary statutory payments in respect of the drivers engaged and shall indemnify the NHM from any claims arising thereof. The drivers so engaged shall under no circumstances be treated as

- employees of the NHM.
- c. Contract details along with the landline and mobile numbers to be provided where requisition of vehicles can be conveyed all the 24 hours.
 - d. Assign driving to only qualified, experienced, licensed and well disciplined drivers with taxi badge and also assume full responsibility for the safety and security of the officers/officials and store items during the vehicle usage. The bidder should submit a verification certificate for the driver/drivers, to be deployed for duty, from an officer from the police station of the area belongs to, as per the standard format and should be submitted to District Program Management Unit within 10 days after awarding the contract.
 - e. Attested copy of the driving licenses of the drivers should be submitted to the officer of DPMSU, Pathanamthitta, during the contractual period for verification.
 - f. Proper identity cards after verifying the antecedents of his drivers through local govt.officers
 - g. Drivers to be provided with uniforms as required under the kerala motor vehicles/RTO rules, which shall be worn by them all the time while on duty.
 - h. Drivers should be allotted with mobile phones and the same should be available to contact duties days/hours.
 - i. Drivers allotted should not be changed without valid reasons and the same should have prior approval from NHM.
 - j. The attested copies of R/C book , insurance policy and tax token of the vehicle /vehicles supplied under this contract should be submitted to the officer of DPMSU ,NHM and will be subject to scrutiny. Govt.tax/Levy/duty other than service tax for plying the vehicles will be born by the bidder.
 - k. The registration numbers of the vehicles to be provided as part of the contract should invariably be quoted in the bid.
 - l. Vehicles mentioned in the contract document, should not be changed without valid reasons and the same should have prior approval from NHM.
 - m. Consumables like fuel, lubricants, tyres, battery and repairs, maintenance, taxes, insurance etc. will be to the service provider's liability.
 - n. Trip sheet in duplicate copy to be printed and serially numbered by the bidder as per prescribed format of NHM and should be handed over the same to the officer of **District Program Management Unit, NHM, Pathanamthitta** at the end of duty every day. The trip sheet are completed and signed by authorized users from NHM. Trip sheet without proper signature shall not be considered for monthly payment.
 - o. The releasing time of the vehicle is the time specified in the trip sheet duly signed by the last user of the vehicle.
 - p. Vehicles up-keep shall be in good condition along with good and clean seat covers . Vehicles so hired may be inspected by designated officer from officer of DPMSU, NHM with reference to good /properly maintained vehicle including cabin, upholstery's seats etc.
 - q. Name boards (designed by Nodal officer) to be displayed on front and rear(White letter in medium blue back ground as per RTO/KMVD rules),ie above the front and rear number plates of all vehicles provided during the contract period. The specifications of the same will be intimated once the contract is awarded. Vehicles without the name board shall not permit for duty under any circumstances .

20. Debarring conditions:

- a. No vehicle should be supplied having registration in the name of employee of NHM or their close relative and a certificate to this effect be given on the body of bill while submitting claim.
 - b. No subcontracting of the service allotted is permissible by NHM. The near relatives of all employees either directly recruited or on deputation are prohibited from participation in this tender.
 - c. The tampering of meter reading vehicle usage timings, overwriting of summary /log sheet, mismatch in total km run for trip/trips with actual distance and misbehavior of driver including absence of proper uniform ,consumption of liquor etc while on duty shall be viewed very seriously, leading to even cancellation of contract.
- aa. Service provider shall not engage any person below 18 years of age .
- ab. Service provider should submit the verification certificate of the driver deployed for duty as per the standard format from the concerned police station, where the driver belongs. Drivers without proper police verification certificate shall not be allowed to perform duty under this contract.

ac. Misbehavior of the driver to any designated officer of Health department during duty hours. Deputing drivers showing any misconduct pilferage, misbehavior or having any criminal background etc will be viewed very seriously, even leading to the termination of the contract.

ad. Usage of alcohol/drugs/smoking etc during duty hours by the drivers, especially in the premises of NHM or during out of station duty.

21. Guidelines for preparation of tender

- The bidder shall bear all costs associated with the preparation and submission of its bid and National Health Mission Pathanamthitta, hereinafter referred to as "Tender inviting authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- Language of bid:- The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the tender inviting authority shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case for purpose of interpretation of the bid, the English translation shall govern.
- The tender once submitted will not be altered in any case should not have any scope of ambiguity, cutting or overwriting .in case of overwriting /cutting if any, it must be authenticated with signature of the bidder.
- The documentary evidence (other than those regarding supply and past performance) submitted along with the tender shall produced duly attested by the bidder on every page and serially numbered Any interlineations ,erasures or overwriting shall be valid only if they are initialed by the person(s) signing the offer.
- In the event of documentary proof as required being not enclosed, the tender shall be liable to be rejected. All pages of the bid, except for UN-amendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.
- A copy of the complete tender document and amendments if any duly signed on every page by the bidder or the authorized representative shall be enclosed as part of the bid as a proof of having read and accepted the terms and conditions of the tender document.
- The tender shall be type written in indelible ink and shall be signed by the bidder or persons duly authorized to bind the bidder to the contract with tender inviting authority. The letter of authorization, to the satisfaction of the tender inviting authority shall be submitted by written power-of-attorney accompanying the bid/resolution of the board of directors etc.
- An offer submitted in vague/ ambiguous terms and the like, shall be termed as responsive and shall be summarily rejected.
- A prospective bidder requiring any clarification of the tender documents may notify the tender inviting authority in writing by email or fax or letter at the tender inviting authorities mailing/fax number/post address indicated in this tender document. The tender inviting authority will respond to any request for clarification of the tender documents which it receives before 5 days prior to the deadline for submission of bids.
- Clarifications to specific request shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the tender inviting authority. However it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the tender inviting authority.

22. Bid forms (Two bid system)

The tender offers, duly filled, shall be submitted in a sealed cover and shall be superscribed as "Tender No DPMSU-PTA/901/ABMO/2022/DPMSU dated 21-02-2022 tender for hiring A/C vehicle for (Name of the Program)".

aa) Tender should be duly sealed and addressed to the District Program Manager, Pathanamthitta sent by post or by hand as to receive not later than **12.00 on 10-03-2022**

ab) Tender will be opened in the presence of bidders present on the due date of opening ie. at **District Program Management Unit, Pathanamthitta on 10-03-2022 3.00pm**. All columns should be furnished with relevant details and no column should be left blank.

ac) Rates should be quoted as per the requirements and should be enclosed to price bid form at annexure-.The format for price bid should not be changed in any manner Addition /deletion/alteration of the text will automatically render the render invalid and therefore, will be summarily rejected.

ad) The bidder is requested to examine all instructions, forms, terms and specification in the bid documents. Failure to furnish all the information required as per bid documents or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and may result in rejection of the bid .

ae) The bidder shall bear all cost associated with the preparation and submission of the bid . NHM in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

23. Earnest Money Deposit (EMD):

aa) An amount of Rs 5000/-(Rupees Five thousand only) should be submitted along with the tender as bid security (EMD)in the form of DD in favour of The District Health &Family welfare Society , payable at Pathanamthitta.

ab) Non-submission of sufficient EMD as mentioned shall be one of the primary reasons for rejection of the bid .

ac) Cheque, money order, fixed deposit etc will not be accepted as EMD.

ad) EMD of unsuccessful bidders will be discharged /returned as promptly as possible but not later than 30 days after opening of the bids by the tender inviting authority.

ae) The successful bidders EMD will be converted into performance security for each vehicle he/she supplied.

af) No interest will be paid for the EMD submitted.

ag) The EMD will be forfeited, if a bidder ;

- i. Misrepresent of facts or submitting false/fake documents during the tender process
- ii. If the bidder willfully violates any terms and conditions of the tender documents.
- iii. Withdraws its bid after the opening of bid.
- iv. a successful bidder, fails to sign the contract.

24. Bid evolution

ab) Price bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.

ac) The bids submitted shall be evaluated by comparing the rates quoted for each category of the vehicles separately. If the L1 bidder is failed to submit the vehicle or disqualified due to any technical reasons, then subsequent bidders shall be considered for meeting the vehicle requirement. if a bidder is opted for all the three categories or any two categories, then the quote shall considered separately for evaluation.

ad) For all categories of vehicles mentioned, if there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, NHM will determine the substantial responsiveness of each bid to the bid document. The tender submitted in other than prescribed format (as per annexure) shall be rejected by NHM during the evaluation.

ae) The procedure adopted for comparison of bids shall be on the total cost of hire of the services for any category of vehicles indicated in clause 3 inclusive of all duties, levies and charges, excluding service tax. It is not compulsory for the bidder to quote for all the three categories mentioned in clause 3, in a single bid.

af) The additional kilometer charges(on **yearly** basis)for all categories will be reimbursed to the contractors at the following rates;

Sl No.	Brands Preferred	Km/limit/month(km)	Amount fixed as per govt rate
1			Rs.

25. Right to accept or Reject:

NHM shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the

26. Award of contract.

NHM shall award the contract to those bidders whose offers have been found technically, commercially and financially acceptable under each vehicle categories. The bidder shall within 7 days of issue of the award, shall execute an agreement in Rs.200 Kerala stamp paper (format given) along with the performance security (SD) in the form of DD and also to be prepared for commencing the serves, form the date of signing of contract.

27. Right to vary quantities

NHM reserves the right at the time of award of contract or at any time during the period of contract to increase up to 50% of the total quantity of services specified in the schedule of requirements, ie one vehicle in any category without any change in hiring charges and other terms and conditions. If the contractor is not in position to supply additional vehicles, then the additional vehicle requirement will be fulfilled from the next eligible bidder at L1 rate.

28. Signing of contract

Signing of agreement shall constitute the award of hiring contract on the bidder. An amount is to be remitted as Security Deposit (as per table enclosed) by the successful tendered, vehicle for which agreement is signed/work awarded. This amount will be returned only after satisfactory completion of contract period.

29. Notices

The tender inviting authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;

i. The tender notices, documents, corrigendum, addendum etc if any.

ii. Amendments to the tender conditions, if any.

iii. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The address of the parties for exchanging such notices will be the addresses as incorporated in the contract.

ii. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specially mentioned in the notice, whichever is later.

30. Annulment of award

Failure of the successful bidder to comply with the requirement of the tender shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security (EMD) in which event NHM may make the award to any other bidder at the discretion of NHM or call new bids.

31. Period of validity of bids.

- a. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by NHM as non-responsive.
- b. A bidder accepting the request of NHM for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

32. Bid Price.

- a. The supplier shall quote price as per schedule and the type of Vehicles mentioned for single/ all categories given in the schedule of requirement. The composite price should include all the type of Taxes, levies and charges .
- b. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

33. Clause by clause compliance.

A clause- by - clause compliance of service to be provided shall be given as per the Terms & Conditions given in the tender document.

34. Duration / Period of Contract:

The contract will be awarded upto one year. However, extension for the part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the contractor including the class of services offered etc.

35. Performance Security (SD) :

- a. The successful bidder shall be required to deposit (As per table enclosed) per category vehicle to be submitted by him/her, within seven days of award of contract as Performance Security (SD).
- b. Performance Security (SD) shall be submitted in the form of DD.
- c. Performance Security (SD) will be discharged after completion of Service Provider's performance obligations under the contract.
- d. If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for NHM to forfeit either whole or any part of performance security (SD) furnished by the bidder as compensation for any loss resulting from such failure.

36. Terms of Payment:

- a. The payment shall be made within 30 working days from the date of receipt of bill in the office of The District Program Manager, Arogyakeralam, Pathanamthitta. Monthly bills of vehicles shall be submitted in triplicate to the authority specified in contract along with the original of the completed trip sheets duly signed by the users of the vehicle by the 5th of the following month for payment. In case, the bills are not submitted to NHM as per above schedule, it will not take responsibility for delay in payment.
- b. It should be ensured that there is no overwriting in the Trip sheets. In no case, Trip sheet without signature will be accepted for payment and if it is found so, the amount will be disallowed. Also trip sheet found with corrections without the signature of concerned officer of NHM, tampering and irregular with the registers kept by the NHM including the vehicle in and out register, drivers duty register etc will also be not considered for the payment.

Prices:

- a. The rates should be based on the requirements .
- b. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.
- c. In case of any increase / reduction of taxes and statutory levies (if any) during the contractual period, NHM shall not be liable to compensate during the contract period.

38. Insurance

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration. NHM shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on NHM, the same shall be reimbursed /indemnified by the Contractor.

39. NHM will not have obligation:

No liability whatsoever for payment of wages/salaries /other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Contractor shall indemnify NHM against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.

No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to NHM have to be suitably compensated by Service Provider.

Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.

Not be responsible to any penalization finalized by MVD/RTO authorities, due to the absence of any statutory requirements such as absence of uniform for driver, absence of copies of vehicle documents, rash driving of the vehicle etc.

Contractor shall be the employer for his workers and NHM will not be held responsible fully or

partially for any dispute that may arise between the service provider and his workers.

40. Miscellaneous Conditions:

- a. The technically qualified bidder with the lowest evaluated price for the respective category of vehicles mentioned in the bid will be considered.
- b. In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- c. NHM reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with NHM and blacklist such bidder / bidders for a suitable period in case they fail to honor their bid without sufficient ground.

41. Penalty for breach of terms & conditions:

- a. In case of Drivers reporting for duty without uniform, a penalty of Rs. 100/- will be charged per instance and the same will be deducted from the current month bill. If the driver reported for duty without proper uniforms for more than four days of a month, measures will be taken to remove the contract of the concerned contractor after issuing notice seeking explanation regarding.
- b. In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges of another vehicle equivalent, on pro-rata basis for the period. If the number of unavailability of vehicle exceeds three times in a month without providing any alternative measures, the contract shall be terminated without any notice and the NHM will consider the next eligible bidder for occupying the same.
- c. In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle, the hire charges incurred for an alternative vehicle on the same category used till the time the replacement, is deducted from monthly bill of the bidder. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed in addition to the hire charges of the additional vehicle and also measures will be taken to remove the contract of the concerned bidder.
- d. The penalty for temporary absence during duty hours without valid permission shall be Rs.100/- per hour of absence along with the hire charges incurred for an alternative vehicle on the same category used till the replacement of the same. If the number of hours of un-authorized absence of driver for duty exceeds 24 per month, measures will be taken to remove the contract of the concerned bidder. Also NHM will consider the next eligible bidder for executing the service, in place of the contractor.
- e. If the vehicle provided by the contractor is found to be not in good condition or without proper document or falls in different category; then the mentioned vehicle may be rejected and sent back. No payment shall be made on account of such rejection.
- f. No payment will be made for vehicles supplied by the Service Provider originally registered with RTO before 01-01-2016 / 01-01-2018 ____ (Registration date/Month/Year of Vehicle). In case of providing alternate vehicle other than the vehicle quoted, such vehicles should also comply with the terms & conditions mentioned in this tender.
- g. No payment will be made for vehicles supplied by the Service Provider without proper name board. The clause mentioned shall be applicable to the alternate vehicles provided, If any.

42. Force Majeure:

- a. If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of NHM as to whether the contract have been so resumed or not shall be final and conclusive, provided further that if the performance

in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

43. Disputes/Appeal

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to The Principal Secretary to Government, Health & Family Welfare Department, Government Secretariat or any other person appointed by him. His decision will be final and will be binding on both the parties.

44. Jurisdiction of Courts:

- a. The District Court of Pathanamthitta, Kerala has exclusive Jurisdiction to determine any proceedings in relation with this contract.
- b. Termination of Contract

In case of any default by the Contractor in terms of service (such as unavailability of vehicle/driver, improper vehicle condition) and / or in any of the terms & conditions (as given in the Tender Document), NHM may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 15 clear working days notice in writing to the Service Provider.

All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

Notwithstanding anything contained herein, NHM also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

44. Termination for insolvency

NHM may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

45. Set Off (Recovery of Sum due):

- a. Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by NHM and set off the same against any claim of NHM for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with NHM.
- b. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this contract. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to NHM on demand the balance amount, if any, due to NHM within 30 days of the demand by NHM.
- c. If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

46. Tender form attached herewith.

47. Important Details

Tender No	DPMSU-PTA/901ABMO/2022/DPMSU dated 21-02-2022
Cost of Tender Document	1000
Earnest money Deposit (EMD)	5000
Security Deposit	20000

48. Important Dates

Sl.No	Particulars	Date and Time	Venue
1	Last Date of Release of Tender	09-03-2022, 5.00 PM	District Program Management Unit, Pathanamthitta
2	Last date of submission of filled up tenders	10-03-2022, 12.00	
3	Date of opening of bid	10-03-2022, 3.00pm	

District Program Manager
Arogyakeralam Pathanamthitta

Approval Valid

Digitally Approved By
Dr.Sreekumar S
Date: 23.02.2022
Reason: Approved

