



District Programme Manager (NRHM)  
Dist.TB Center, Dist.Hospital,  
Kottayam

SHORT QUOTATION NOTICE

No. DPMSU-KTYM/150/JC (D&C)/2015/DPMSU

Dated: 31.07.2023

**E-Tender -Hiring of Air-Conditioned Vehicles for National Health Mission, Kottayam-reg**

Sub-E-Tender, Hiring of Air-Conditioned vehicles on contract basis-National Health Mission Kottayam- Reg.

- Ref
1. ROP 2023-24 –NUHM-SN 182
  2. ROP 2023-24 –Second Additional-SN 175
  3. ROP 2023-24 -HWC-SN.151

The District Health and Family Welfare Society Kottayam invites E- tenders for hiring of 3 Air-Conditioned *Taxi vehicles (specified in the*

*table below) from prospective Service Providers/Individual owners having vehicles with First registration on or after 01/01/2020. This tender is an e-tender and only on-line bid submission is possible. The e-tender portal ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) is designed by National Informatics NIC) and supported by the IT Mission, Kerala.*

**Bid Submission starting date: 02/08/2023 10.00 am**

**Last date for online uploading Tenders: 17/08/2023 at 4.30 pm**

**Date of Opening Bid:21/08/2023 at 11 am**

For Details:

[www.aogyakeralam.gov.in](http://www.aogyakeralam.gov.in)

Email.dpmktmnew@gmail.com

Ph:04812304844

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

| S.N | Segment                 | Vehicle Brands preferred                                      | Minimum Kms /Month | No.of Vehicles required | EMD For each Vehicle | Tender Cost for each Vehicle |
|-----|-------------------------|---------------------------------------------------------------|--------------------|-------------------------|----------------------|------------------------------|
| 1   | Category 2-(Seven Seat) | Mahindra Bolero, Mahindra Neo, Mahindra Marazo, Maruti Ertiga | 2000               | 2                       | 5000                 | 1100                         |
| 2   | Category3-(Five Seat )  | Maruti Swift Dezire, Toyota Etios, Honda Amaze Hyundai Aura   | 2000               | 1                       | 5000                 | 1100                         |

**Dr. Ajai Mohan**  
**District Program Manager**

The document is digitally approved. Hence signature is not needed.

1.The bidder should own or have on lease, a fleet of (Number of Vehicles) vehicles including those quoted by the bidder, registered as taxis i.e. Cars & vehicles with permit from RTOs as taxis. 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 on or after 01/01/2020(Registration date/Month/Year of Vehicle) shall be provided along with proof of RCs and Lease Deeds.

a.The bidder shall submit his/her quote for at least one category of vehicles above mentioned. The bidder shall quote the rate for providing single vehicle in the category he/she is opting. The bidders can quote for all the two categories of the vehicle and also for individual category too.

b. The rate quoted for the vehicle in the tender shall be on a monthly basis inclusive of all taxes including GST if applicable.

c. Cost of Tender - 0.2% + 12% GST of total estimate cost for each Vehicle

d. Earnest Money Deposit - 1% of total estimate cost of tender (per vehicle submitted for bid)

e. Security Deposit - 5% of total cost of tender per vehicle for successful bids

2.The Bidder is required to provide commercial vehicles fully conforming to RTO/KMVD regulation along with fuel, Driver with proper uniform etc and carry out periodical maintenance and execute the work through their supervision. (The rate quoted should include all the costs ie.Driver Fee,Fuel ,Maintance etc.). There shall not be any price increase in the rates quoted during the currency of the contract.

3. The vehicle shall be available within 3 days from the date of receipt of order. Otherwise the contract will be terminated and contract will be awarded to L2

4. The contract can be terminated by giving a notice of one month on either side.

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

6. The tenders should be prepared and submitted as per the tender formats only prescribed in the tender document (BOQ attached) in the website.

7. The bidder(s) shall have to deposit an EMD as mentioned in Clause 3 along with the cost of tender document

8. 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.

9. There will not be any individual communication in respect of general notices, amendments etc. The prospective bidders are advised to check for updates in our website: [www.arogyakeralam.gov.in](http://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. All 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.

10.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.

11.Service to be provided is supply on demand, vehicles with licensed drivers, registered a 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 24x7 basis (normally for Nine hours thirty minutes ( 9Hr 30Min) per day, i.e. 8.00 AM to 5.30 PM). However, the vehicle shall be made available on request at any time, without charging any extra cost.

12.Reporting and Parking Place for vehicles will be at the DPMSU Kottayam or any of the institutions under Health Services Department. However actual place of reporting and actual duty hours shall be specified by actual users of vehicles.

13.Vehicles hired by NHM will be sent for out station duty. The driver/contractor shall arrange for accommodation and food by his own means in the case of out station duties. NHM reserve no obligation to arrange for accommodation or other facilities for the driver.

14.Counting of distance will be from the starting point and closing point of the user which is normally DPMSU Kottayam or the designated institution.

15.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.

16. Service Provider should comply with the following:

- It is desirable to have the Registration with GST, PAN etc. However, if the Service Provider does not 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. If the Service provider is having an aggregate turnover of more than Rs.20 Lakhs per annum it is mandatory to have GST registration.
- 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.
- Contact details along with Landline and Mobile numbers to be provided where requisition of vehicles can be conveyed all the 24 hrs.
- 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 he belongs to, as per the standard format and should be submitted to NHM within 10 days after awarding the contract.
- Attested copy of driving licenses of the drivers should be submitted to the Officer of DPMSU, NHM during the contractual period for verification.
- 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.
- Drivers should be allotted with mobile phones and the same should be available to contact on duty days / hours.
- Drivers allotted should not be changed without valid reasons and the same should have priorapproval from NHM.

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- 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 borne by the bidder.
- The registration numbers of the vehicles to be provided as part of the contract should be invariably be quoted in the bid.
- Vehicles, mentioned in the Contract document, should not be changed without valid reasons and the same should have prior approval from NHM
- Consumables like fuel, lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability
- Trip sheet / Log Book should be maintained for all vehicles as per prescribed format of NHM (*Annexure -III*) and should be handed over the same to Officer of DPMSU, NHM at the end of duty every day. The trip sheet / log book should be completed and signed by the authorized users from NHM. Trip sheets / Log books without proper signature shall not be considered for monthly payment.
- The releasing time of the vehicle is the time specified in the trip sheet duly signed by the last user of the vehicle.
- Vehicles Up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by designated officer from Officer of DPMSU, NHM with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- Name boards such as '**On Contract with National Health Mission, Government of Kerala**' to be displayed on front and rear (Black letter in Medium blue background 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 permitted for duty under any circumstances.
- The vehicle shall be available for necessary alterations say for exhibiting the programme details. if necessary on the outside of vehicle. Permission for branding the vehicle shall be taken by the owner of the vehicle from competent authorities for one year.

17. Debarring Conditions:

- 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.
- No sub-contracting of the Service allotted is permissible by NHM. The near relatives of all NHM employees either directly recruited or on deputation are prohibited from participation in this tender.

- 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.
- Service Provider shall not engage any person below 18 years of age.
- 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.
- Misbehavior of the driver to any designated officer of NHM 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
- Usage of Alcohol/drugs/smoking etc during duty hours by the drivers, especially in the premises of NHM or during out station duty.

### **C. General Conditions and Guidelines**

- This tender is an e-tender and only on-line bid submission is possible. The e-tender portal ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)) is designed by National Informatics Centre (NIC) and supported by the IT Mission, Kerala.
- A two bid system consisting of Technical Bid and Price Bid is adopted in the invitation of bids.
- The TECHNICAL BID shall contain the complete technical details of the firm and the documents to prove the eligibility and competency of the bidder as given in Annexure I. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, the bid will stand rejected and the EMD of the bidder shall be forfeited and the bidder would be disqualified for future participation in any tender invited by Tender Inviting Authority.
- The Price Bids of those firms qualified in the technical evaluation will be opened for evaluation. The Price Bid (BOQ) in the prescribed proforma shall be submitted online only. Submission of price bid (BOQ) in any other form will lead to rejection of bids.
- In order to participate in the tender using the e-Procurement system, the bidders are required to get enrolled in the e-Procurement portal of Govt. of Kerala- [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)
- Bidders who wish to participate in the e-tendering shall have valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. The bidders can get Digital Signature Certificate from any of the Government approved certifying agency i.e. consultancy services. The bidders may obtain information required to issuance of Digital procurement system from the e-tender portal itself. Help desk telephone No.1800 233 7315 (toll free) or 0471- 2577088/188/388 can also be availed
- The bids submitted online should be signed electronically with digital signature to establish the identity of the bidders bidding online. The bidders shall issue DSC to only the responsible person who is authorized to submit online bid.
- All bids must be accompanied with Earnest Money Deposit as specified in the Tender Document, if not exempted. State Micro, Small and Medium Enterprises registered with Government of Kerala and

State PSUs are exempted from remittance of Earnest Money Deposit for products manufactured within Kerala. Domestic MSMEs shall furnish valid registration certificate from the competent authority

- Also at any time prior to the last date and time of submission of the tender, the Tender Inviting Authority may as per directions of the Government or otherwise, modify the condition in Tender Documents by an amendment. All amendments will be notified through the Corporation's website [www.arogyakeralam.gov.in](http://www.arogyakeralam.gov.in)
- The submission and opening of the tenders will be online. Failure to furnish the documents containing all the details specified on-line shall result in summary rejection of the bid
- The Tenders should be prepared and submitted as per the tender formats only prescribed in

The Tender Document and should be submitted online.

- Rates should be quoted as per the requirements given in Clause-3
- The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process
- Bidders shall examine all instructions, forms, terms and specifications in the Tender Document and verify the same mentioned in the table of contents are contained in the 'Bid document'
- Failure to furnish any information required by the Tender Document and submission of an offer not substantially responsive to it in every respect shall result in the summary rejection of bids, without any notice
- The Tender Document is to be downloaded from the e-Procurement portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)
- 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 or in Malayalam, if provided
- The documentary evidences submitted shall be those duly attested by the bidder on every page and serially numbered. Notarization wherever specified will be in addition to the attestation of the bidder as above
- The person signing the documents shall have due Power of Attorney/Resolution of Board made by the Board of Directors/Partnership/Proprietor etc in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document. The photo of the person authorized to sign the document shall be affixed to the Power of Attorney with due authentication
- The bidder shall furnish a declaration as in Annexure-V of having read and accepted the contents of the Tender Document in full.
- An offer submitted in vague/ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected
- The Tender Document fee and the EMD required for this tender are as specified in Clause 3 and the payment shall be as specified in Clause 23 below
- Mode of payment of Tender Document Cost & EMD

- For submitting the bid online, bidders are required to make online payment using electronic payment gateway service provided in Govt. of Kerala's e-Procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in))
- Bidder should ensure that Tender Document fees and EMD are remitted as single transaction and not separate. Separate or split remittance for Tender Document fee and EMD shall be treated as invalid transactions
- Bidder should ensure that account number entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that Tender Document fee and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender
- Bidder should ensure the correctness of details furnished while remittance through NEFT/RTGS. Bidder should also ensure that the banker uses the Account Number (which is case sensitive) as displayed or appears in the Remittance form
- Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc should be entered in the account number column along with account number for NEFT/ RTGS remittance
- NEFT/RTGS remittance only allowed: Account to Account transfers, cash payments etc are not allowed and are invalid modes of payments
- UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT/RTGS transfer is used as it is, without any truncation or addition, in the e-Procurement system for tracking the payment
- One Remittance form per bidder and per bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder
- The bids will not be considered for further processing if bidders fail to comply on Clauses 26 e (ii) to (viii) above and tender fees and EMD will be remitted back to the account from which it was received
- All the prospective bidders on their own interest are requested to avoid last minute rush in making payment and online Bid submission. Non receipt of payment before online opening of the Technical Bid will lead to automatic rejection of the bid
- Non-payment of Tender cost and EMD (except in cases where payment of Tender Cost and EMD are specifically exempted) will result in summary rejection of the bid
- No interest will be paid for the EMD furnished
- The EMD will be forfeited, if a bidder;
  - i. misrepresents facts or submits 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.

## **.Bid Evaluation**

- 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.
- The bids submitted shall be evaluated by comparing the rates quoted for each category of the vehicles separately. If the L1 bidder failed to submit the vehicle or disqualified due to any technical reasons, then subsequent bidders shall be considered for meeting the vehicle requirement, as mentioned in Clause.3. If a bidder opted for all the three categories or any two categories, then the quote shall considered separately for evaluation.
- 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 the prescribed format (as per annexure I) shall be rejected by NHM during evaluation.
- 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.
- The excess kilometer if any will be adjusted in the succeeding month (Yearly basis)

#### **.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 action of NHM.

#### **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 3 (three) days of issue of the award, shall execute an agreement in Rs.200 Kerala Stamp paper (Format shown in the Annexure V) along with the performance security (SD) in the form of DD and also to be prepared for commencing the service, from the date of signing of Contract.(The vehicle should be available from the 3rd working day from the date of issue of award.)

**Signing of Contract** Signing of Agreement shall constitute the award of hiring contract on the bidder.

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;

- The tender notices, documents, corrigendum, addendum etc if any.
- Amendments to the tender conditions, if any.
- 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 addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

#### **. 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 for new bids.

**. Bid Price.**

- The supplier shall quote price as per schedule given in Clause 3 for 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.
- "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

**. 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.

**. Duration / Period of Contract:**

The contract will be awarded for a maximum period One year based on the requirement and satisfactory performance of contractor.

**. Performance Security (SD) :**

- The successful bidder shall be required to deposit 5% of total awarded cost **per each vehicle to be submitted by him/her**, within 3 days of award of contract as Performance Security (SD).
- Performance Security (SD) shall be submitted in the form of DD.
- Performance Security (SD) will be discharged after completion of Service Provider's performance obligations under the contract.
- 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.

**. Terms of Payment:**

- The payment shall be made within 30 working days from the date of receipt of bill (along with duly filled trip sheet) in the office of The District Programme Manager, NHM. 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.
- 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.
- If under any circumstances, the running mileage exceeds the maximum prescribed distance per

**month, excess amount shall be paid at the rates prescribed by Government for Taxis .**

**Prices:**

- a. The rates should be based on the requirements given in Clause.
- 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.

**. 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.

**. NHM will NOT have obligation as below:**

- 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.

**Miscellaneous Conditions:**

- The technically qualified bidder with the lowest evaluated price for the respective category of vehicles mentioned in the bid will be considered.
- 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.

- 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.

**. Penalty for breach of terms & conditions:**

- 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.
- 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.
- 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.
- 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.
- 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.
- No payment will be made for vehicles supplied by the Service Provider originally registered with RTO before 01/01/2015 (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.
- No payment will be made for vehicles supplied by the Service Provider without proper name boards, as mentioned in Clause.22.q. The clause mentioned shall be applicable to the alternate vehicles provided, if any.

**Force Majeure:**

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.

## **. 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.

## **.Jurisdiction of Courts:**

The District Court of Kottayam, Kerala has exclusive Jurisdiction to determine any proceedings in relation with this contract.

## **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 30 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.

## **. 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.

## **Set Off (Recovery of Sum due):**

- 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.
- 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.
- 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.

