

Rs.1000/- (Rupees One thousand only)

STATE HEALTH AGENCY (SHA)

5th and 8th Floor, Artech Meenakshi Plaza,
Opposite Government Women and Children's Hospital
Thycaud, Thiruvananthapuram

TENDER DOCUMENT

FOR

Hiring of Air-Conditioned Vehicles for SHA

(Tender No: SHA/163/2024-MGR(HR))

Name of the Bidder :

Address :

Signature :

Last date and time for the receipt of Tender: 02.00 PM on 12.02.2024

Date of opening of bid: : 03.00 PM on 12.02.2024

NOT TRANSFERABLE

For details.

*Website: www.sha.kerala.gov.in
Email: statehealthagencykerala@gmail.com*

1. The State Health Agency invites sealed tenders for hiring of A/C Cars and Multi Utility Vehicle (MUV) from prospective Service Providers/Individual owners having vehicles with original registration on or after **01.01.2022** for any of the three categories/all 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 Govt. or Private Ltd. Companies / Firms / Travel Agencies / Rental Car services for having executed similar contracts of providing commercial A/C Cars and MUVs.
2. The bidder should own or have on lease, a fleet of 10 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 **01.01.2022** shall be provided along with proof of RCs and Lease Deeds at the time of submission of bids.
3. Tenders are invited for the hiring of the following vehicles and their respective requirements are as follows:

Sl. No.	Segment	Vehicle Brands preferred	Month (KM)	No. of Vehicles required	Period of Contract*
1	Category 1	<i>Toyota Innova Crysta, Mahindra XUV700 or equivalent</i>	1500	1**	Two Year*
2	Category 2	<i>Maruthi Ertiga / Maruthi XL6 / Honda City / KIA Carens / KIA Seltos or equivalent</i>	1500	3**	Two Year*
3	Category 3	<i>Tata Nexon / Maruthi Dzire / Mahindra Bolero / Hyundai Venue / KIA Sonet / Nissan Magnite or equivalent</i>	1500	3**	Two Year*

**Period can be extended or reduced as per requirement*

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

4. The bidder shall submit his/her quote 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 three categories of the vehicle and also for individual category too.
5. The bidder is also required to quote for daily hire charges for all category of vehicle on 8 Hours / 80 Kilometer basis and the same shall be provided in addition to the above said provision on demand from the SHA authority.
6. Intending eligible bidders may obtain Bid Document from the office of the SHA on all working days up to 05:00 pm by paying an amount of Rs.1,000 /- (Rupees One thousand Only) as tender cost, either by cash or as DD drawn in the name of Executive Director, State Health Agency, Trivandrum.

7. The tender documents can also be downloaded from the website of the State Health Agency at www.sha.kerala.gov.in. The bidder shall attach a separate Demand draft of Rs.1,000/- (Rupees One thousand only) as Cost of tender document from any Nationalized / Scheduled Bank in favor of the Executive Director, State Health Agency, payable at Thiruvananthapuram along with the tender document, failing which the offer will be rejected.
8. 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.
9. The SHA 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.
10. The tenders should be prepared and submitted as per the tender formats only prescribed in the tender document (Annexures attached) and should be addressed to:

The Executive Director,
State Health Agency,
5th and 8th Floor, Artech Meenakshi Plaza,
Opposite Government Women and Children's Hospital
Thycaud, Thiruvananthapuram-695 014.
Email: statehealthagencykerala@gmail.com
11. The bidder(s) shall have to deposit an amount of Rs.10,000/- (Rupees Ten Thousand only) as bid security (EMD) in the form of DD in favor of Executive Director, State Health Agency, payable at Thiruvananthapuram, along with the Bid. The bidders with MSME Registration are exempted from EMD. They should provide the copy of the MSME Registration Certificate (as annexure).
12. 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.
13. There will not be any individual communication in respect of general notices, amendments etc. The prospective officers are advised to check for updates in our website: www.sha.kerala.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.
14. 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.
15. 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 and Tamil Nadu. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
16. Duty hours of vehicles are 24x7 basis (normally for Nine hours thirty minutes (09Hr 30Min) per day, i.e. 09.00 am to 06.30 pm). However, the vehicle shall be made available on request at anytime, without charging any extra cost.
17. The working days shall be 6 days in a week from Monday - Saturday. However, based on the requirements, the bidder shall provide vehicle/vehicles on Sundays and Holidays also. If the vehicles are to be provided on Sundays, an amount of Rs.300/- can be charged per day as holiday allowances. No extra charges will be paid for all other holidays.

18. Reporting and Parking Place for vehicles are at the Head Office of State Health Agency, 5th and 8th Floor, Artech Meenakshi Plaza, Opposite Government Women and Children's Hospital, Thycaud, Thiruvananthapuram (or any other place where the State Health Agency Headquarters office is situated or as directed). However actual place of reporting and actual duty hours shall be specified by actual users of vehicles.
19. Vehicles hired by SHA will be sent for out station duty. An amount of Rs. 500/- per day will be paid for out station stays (If, staying at outside Trivandrum district) only. The driver shall arrange for accommodation and food by his own means. SHA reserve no obligation to arrange for accommodation or other facilities for the driver.
20. Counting of Distance will be from the starting point and closing point of the user which is normally the SHA Head Quarters.
21. Accuracy of Meters will be checked periodically by any authorized officer of SHA 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 SHA, which may even lead to termination of Contract.
22. Service Provider should comply with the following:
 - a) 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.
 - b) It is the responsibility of the bidder to make all necessary statutory payments in respect of the drivers engaged and shall indemnify the SHA from any claims arising thereof. The drivers so engaged shall under no circumstances be treated as employees of the SHA.
 - c) Contact details along with Landline and Mobile numbers are to be provided where requisition of vehicles can be conveyed all the 24 hrs.
 - d) Assign driving to only qualified, experienced, licensed and well-disciplined drivers with taxi badge (if applicable) 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 SHA within 10 days after awarding the contract.
 - e) Attested copy of driving licenses of the drivers should be submitted to the Officer of SHA during the contractual period for verification.
 - f) Proper Identity Cards after verifying the antecedents of his drivers through Local Govt. offices need to be provided.
 - 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 on duty days / hours.
 - i) The Drivers allotted should not be changed without valid reasons and the same should have prior approval from SHA.
 - 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 SHA and will be subject to scrutiny. Govt. Tax / Levy / Duty other than GST for plying the vehicles will be borne 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 SHA.
- 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 SHA (Annexure -III) and should be handed over the same to Office of SHA at the end of duty every day. The trip sheets are completed and signed by the authorized users from SHA. Trip sheets 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 & curtains. Vehicles so hired may be inspected by designated officer from Officer of SHA with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
 - q) Name boards such as **'On Contract with State Health Agency, Government of Kerala'** to be displayed on front and rear (Black letter in Medium blue background as per RTO/KMVD rules), *i.e. 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.

23. Debarring Conditions:

- a. No vehicle should be supplied having registration in the name of employee of SHA or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- b. No sub-contracting of the Service allotted is permissible by SHA. The near relatives of all SHA 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.
- d. Service Provider shall not engage any person below 18 years of age.
- e. 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.
- f. Misbehavior of the driver to any designated officer of SHA during duty hours. Deputing drivers showing any misconduct, pilferage, misbehavior or having any criminal background, insubordination etc. will be viewed very seriously, even leading to the termination of the contract
- g. Usage of Alcohol/drugs/smoking etc. during duty hours by the drivers, especially in the premises of SHA or during out station duty.

24. Guidelines for preparation of Tender

- a. The bidder shall bear all costs associated with the preparation and submission of its bid and State Health Agency, Thiruvananthapuram, hereinafter referred to as "Tender

Inviting Authority”, will in no case be responsible or liable for these costs, regardless of the conductor outcome of the bidding process.

- b. 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 purposes of interpretation of the Bid, the English translation shall govern.
- c. The tender once submitted will not be altered in any case and 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.
- d. The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.
- e. 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.
- f. 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.
- g. The tender shall be typewritten or written in indelible ink and shall be signed by the Bidder or person(s) 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 as by written power-of-attorney accompanying the bid/resolution of the board of directors etc.
- h. An offer submitted in vague /ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- i. 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 Authority’s mailing address/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.
- j. Clarifications to specific requests 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.

25. Bid Forms (Two Bid System)

- a. The tender offers, duly filled, shall be submitted in a sealed cover and shall be superscribed as **“Tender No: SHA/163/2024-MGR(HR) -Tender for Hiring A/C Vehicles for SHA”**
- b. Tender should be duly sealed and addressed to The Executive Director, SHA sent by

- post or by hand so as to receive not later than **02.00 PM** on **12.02.2024**.
- c. Tender will be opened in the presence of Bidders present on the due date of opening i.e. at **03.00 PM** on **12.02.2024**. All Columns should be furnished with relevant details and no column should be left blank.
 - d. Rates should be quoted as per the requirements given in Clause-3 and should be enclosed to Price Bid Form at Annexure-I. The format for Price Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
 - e. 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 the 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.
 - f. The bidder shall bear all costs associated with the preparation and submission of the bid. SHA in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

26. Earnest Money Deposit (EMD):

- a. An amount of **Rs.10,000/- (Rupees Ten Thousand only)** should be submitted along with the tender as bid security (EMD) in the form of DD in favor of the **Executive Director, State Health Agency**, payable at **Thiruvananthapuram**. The bidders with MSME Registration are exempted from EMD. They should provide the copy of the MSME Registration Certificate (annexure).
- b. Non- submission of sufficient EMD as mentioned shall be one of the primary reasons for rejection of the bid.
- c. Cheque, Money Order, Fixed deposit etc. will not be accepted as EMD.
- d. 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.
- e. The successful bidder's EMD will be converted into performance security for each vehicle/he/she supplied.
- f. No interest will be paid for the EMD submitted.
- g. The EMD will be forfeited if a bidder.
 - i. misrepresents 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.

27. Bid Evaluation

- a. 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.
- b. 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 be considered separately for evaluation.

- c. 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, SHA 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 SHA during evaluation.
- d. 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. It is not compulsory for the bidder to quote for all the three categories mentioned in Clause 3, in a single bid.
- e. The additional kilometer charges (on half yearly basis) for all categories will be reimbursed to the contractors at the following rates.

Sl. No.	Category	Brands Preferred	KM Limit / Month	Amount Fixed for every additional KM
1	Category 1	<i>Toyota Innova Crysta, Mahindra XUV700 or equivalent</i>	1500	Rs. 20
2	Category 2	<i>Maruthi Ertiga / Maruthi XL6 / Honda City / KIA Carens / KIA Seltos or equivalent</i>	1500	Rs. 18
3	Category 3	<i>Tata Nexon / Maruthi Dzire / Mahindra Bolero / Hyundai Venue / KIA Sonet / Nissan Magnite or equivalent</i>	1500	Rs. 16

28. Right to Accept or Reject:

- a. SHA 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 SHA.

29. Award of Contract

- a. SHA 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 (Seven) days of issue of the award, shall execute an agreement in Rs.200/- Kerala Stamp paper (Separately for each category if awarded for more than one category for the same bidder in the format shown in the Annexure IV) 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.

30. Right to vary quantities

a. SHA 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, i.e. 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.

31. Signing of Contract

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

32. Notices

- a. 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 addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
 - iv. 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.

33. Annulment of Award

a. 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 SHA may make the award to any other bidder at the discretion of SHA or call for new bids.

34. Period of validity of bids

- a. The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by SHA as non-responsive.
- b. A bidder accepting the request of SHA for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

35. Bid Price.

- a. 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.
- b. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

36. Clause by clause compliance.
- a. A clause- by - clause compliance of service to be provided shall be given as per the Terms & Conditions given in the tender document.
37. Duration / Period of Contract:
- a. The contract will be awarded for 2 (Two) years. However, extension for the third year / 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.
38. Performance Security (SD):
- a. The successful bidder shall be required to deposit an amount of **Rs.10,000 (Rupees Ten Thousand Only) per each category vehicle to be submitted by him/her**, within seven days of award of contract as Performance Security (SD) (Not applicable to bidders with MSME Reg).
 - 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 SHA to forfeit either whole or any part of performance security (SD) furnished by the bidder as compensation for any loss resulting from such failure.
39. 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 Executive Director, State Health Agency. 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 SHA 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 SHA, tampering and irregular with the registers kept by the SHA including the vehicle in and out register, drivers' duty register etc. will also be not considered for the payment.
40. Prices:
- a. The rates should be based on the requirements given in Clause 3
 - 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, SHA shall not be liable to compensate during the contract period.

41. Insurance
 - a. 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. SHA shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on SHA, the same shall be reimbursed /indemnified by the Contractor.

42. SHA will not have obligation:
 - a. 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 SHA 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.
 - b. 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 SHA have to be suitably compensated by Service Provider.
 - c. Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
 - d. 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.
 - e. Contractor shall be the employer for his workers and SHA will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

43. 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. SHA reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with SHA and blacklist such bidder / bidders for a suitable period in case they fail to honor their bid without sufficient ground.

44. 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 SHA 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, SHA 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 **01.01.2022**. 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 boards, as mentioned in Clause.22. q. The clause mentioned shall be applicable to the alternate vehicles provided, if any.

45. 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 SHA 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.

46. Disputes/Appeal

- a. 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 / her decision will be final and will be binding on both the parties.

47. Jurisdiction of Courts:

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

48. Termination of Contract

- a. 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), SHA 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.
- b. 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.
- c. Notwithstanding anything contained herein, SHA 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.

49. Termination for insolvency

- a. SHA 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.

50. 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 SHA and set off the same against any claim of SHA for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with SHA.
- b. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may 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 SHA on demand the balance amount, if any, due to SHA within 30 days of the demand by SHA.
- 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.

51. Important details & dates in a glance:

1	Tender No.	SHA/163/2024-MGR(HR)
2	Cost of Tender Document	Rs. 1,000/-
3	Earnest Money Deposit (EMD*)	Rs. 10,000/-
4	Validity of EMD	150 days from the date of opening of tender
5	Performance Security*	Rs. 10,000/- (per each category of vehicle submitted)

*MSME exempted

Important Dates

Sl. No.	Particulars	Date and Time	Venue
1	Date of release of tender	03.02.2024	State Health Agency (Head Office), 5th and 8th Floor, Artech Meenakshi Plaza, Opposite Government Women and Children's Hospital Thycaud, Thiruvananthapuram
2	Last date for submission of filled up tenders	02.00 PM on 12.02.2024	
3	Date of opening of bid	03.00 PM on 12.02.2024	

(Bid document and subsequent clarifications on bid terms, if any, can be downloaded web site, www.sha.kerala.gov.in)

Sd/-

Dr. Rathan U. Kelkar, IAS
Executive Director, SHA &
Tender Inviting Authority

Annexure I

**STATE HEALTH AGENCY (SHA), KERALA
QUOTATION FORM FOR AIR-CONDITIONED VEHICLES**

Technical Bid (Cover A)

Sl. No.	Particulars	Remarks			
1	Name, Address, E-Mail ID & Contact No. of Bidder (Land No. & Mobile No.)				
2	Income Tax Permanent Account Number (PAN) (Attach Proof), and IT Returns of assessment years 2020-21, 2021-22 and 2022-23.				
3	GST Registration number, if any (attach Proof)				
4	Experience from the Govt. / PSU Companies / rental agencies / Pvt. Firms etc (Attach copy of the performance certificate) If any	----- years			
5	Total No. of taxis / Vehicles owned by the bidder (Copies of the RC Books and other details of the Vehicles should be attached)				
6	DD No. / Date of Tender Cost				
7	DD No. / Date of EMD				
Details of Vehicle					
	Make	Seating Capacity	Model	Date of original registration & Odometer reading	Registration Number
Category I					
1					
2					
Category II					
1					
2					
3					
Category III					
1					
2					
3					
4					

I hereby agree to provide the vehicles as per the terms & conditions mentioned in this tender by the SHA.

Place:
Date:

Signature
Name & Address of the Agency /
Contractor/vehicle owner

STATE HEALTH AGENCY (SHA), KERALA
QUOTATION FORM FOR AIR-CONDITIONED VEHICLES

Price Bid (Cover-B)

1. Category I

Sl. No.	Vehicle Particulars	Monthly Charges for the vehicle including all expenses (taxes as applicable) (as per tender conditions stipulated for a monthly usage of 1500 Kms)		Daily Use rate for 80 Km	Daily Use rate for each additional Km
1	<i>Toyota Innova Crysta, Mahindra XUV700 or equivalent</i>	In Words			
		In Figures			

Halt / bata charges, if any, for driver when vehicle is taken on daily use basis:

2. Category II

Sl. No.	Particulars	Monthly Charges for the vehicle including all expenses (taxes as applicable) (as per tender conditions stipulated for a monthly usage of 1500 Kms)		Daily Use rate for 80 Km	Daily Use rate for each additional Km
1	<i>Maruthi Ertiga / Maruthi XL6 / Honda City / KIA Carens / KIA Seltos or equivalent</i>	In Words			
		In Figures			

Halt / bata charges, if any, for driver when vehicle is taken on daily use basis:

3. Category III

Sl. No.	Particulars	Monthly Charges for the vehicle including all expenses (taxes as applicable) (as per tender conditions stipulated for a monthly usage of 1500 Kms)		Daily Use rate for 80 Km	Daily Use rate for each additional Km
1	<i>Tata Nexon / Maruthi Dzire / Mahindra Bolero / Hundai Venue / KIA Sonet / Nissan Magnite orequivalent</i>	In Words			
		In Figures			

Halt / bata charges, if any, for driver when vehicle is taken on daily use basis:

I hereby agree to provide the vehicles as per the terms & conditions mentioned in this tender bythe State Health Agency, and at the rate quoted above.

Signature
Name & Address of the Agency /
Contractor/vehicle owner

Place:
Date :

Annexure II

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We..... (name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt (name and address) who is presently employed with us and holding the position of As our attorney, to act and sign on my/our behalf to participate in the tender no for

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the _____ day of 2024

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date: _____

FORMAT OF
TRIP SHEET

	Trip sheet Sl. No.			Date			
1	Registration No. of Vehicle						
2	Name & Designation of the SHA Officer / Staff						
3	Purpose of Journey						
4	From			To			
	Place	Time	Starting KMR	Place	Time	Closing KMR	Total Kms Run
5	Number of Night Halts (For Outstation journey only)						
6	Driver's Name & Signature						
	Signature of User						

AGREEMENT FORMAT
(TO BE TAKEN IN Rs.200 KERALA STAMP PAPER ON AWARDING THE CONTRACT)

Agreement Number:

This agreement executed on the day of month 2024 year between the Executive Director, State Health Agency, State Health Agency (Head Office), 5th and 8th Floor, Artech Meenakshi Plaza, Opposite Government Women and Children's Hospital Thycaud, Thiruvananthapuram or his authorized representative on the one side, here in after as SHA and (name of the contractor/bidder) on the other side, here in after referred as contractor.

WHERE AS the contractor mentioned above is carrying out the services of providing.....No of Category.....(type of vehicle) on contract basis and Executive Director, State Health Agency, State Health Agency (Head Office), 5th and 8th Floor, Artech Meenakshi Plaza, Opposite Government Women and Children's Hospital Thycaud, Thiruvananthapuram is desirous of utilizing the services, and where as the contractor has agreed to provide the services, subjected to the terms and conditions mentioned hereunder.

Executive Director, State Health Agency, will be provided with Category vehicles in excellent conditions on a full-time basis. The vehicle will be kept at the disposal of SHA and the KM usage per month will be 1500 km per vehicle at no extra cost of Rs..... (In words:)

Additional KM if any, will be paid at the rate of Rs..... (In words:) per KM & calculated on half yearly basis. Permanent drivers shall be allotted for driving the vehicle. The vehicle with driver should be provided on 24X7 basis (normally working hours of the driver will be 9.00 a.m. to 6.30 p.m. on working days and if necessary, at holidays also). The vehicle shall be made available on request at any time, without charging any extra cost.

The contractor should pay wages to the Driver for the day he attends duty. In the absence or non-availability of the vehicle on any day, the contractor is liable to compensate an amount equal to the expenditure met by SHA for the alternate arrangements made. This will also be applicable in case where vehicle with driver is not available at the required time. Insurance, taxes and other statutory requirements, fuels, lubricants, and maintenance of the vehicle in good condition shall be responsibility of the Contractor. In case of any accident, all repairs shall be done by the contractor without any liability to SHA or its employees, with no delay. In case the vehicle cannot be utilized due to maintenance/repairs or non-availability of Driver, a suitable replacement vehicle of the same category with Driver shall be provided without any loss of time. Alternatively, in the non-availability of the vehicle, the contractor is liable to compensate an amount equal to the expenditure incurred by SHA for alternate arrangement or transport. This deduction is also applicable in cases where vehicle with driver is not available at the required time. Trip sheets indicating the kilometer usage and driver hours for the vehicle shall be maintained with counter signature of a nominated officer of SHA. It is agreed that under no circumstances, the driver shall be treated, regarded or considered or deemed to be the employees of the SHA and the contractor alone shall be responsible to their benefits and service conditions and shall indemnify and keep indemnified the employer against any claim that may have to meet towards the employees of the contractor.

(i)The Contractor has deposited with SHA an amount of Rs.10,000/-(Rupees Ten Thousand only) per category of vehicle (as in tender condition), as the security deposit as specified in the clause 38 of the tender for due and faith full performance of the provisions of this agreement. Such security deposit made by the contractor is liable to be forfeited by SHA in the event of the contractor failing duty and faithfully to perform any one or more or any part of any of the said provisions. The payment for the work made by the contractor will be paid to him only after he has remitted the required amount of Security Deposit. OR

(ii)Since, the contractor possesses a valid MSME registration with registration no:, and the same has submitted along with the bid, as stated in the tender condition, the matter of submission of performance security is not applicable to the contractor.

All the other terms and conditions as contained in the Tender No: SHA/163/2024-MGR(HR) issued to the agency will be valid.

For the services provided as mentioned above, SHA shall pay the contractor as per the rates given below:

- a) Monthly rental charges up to 1500 km usage of Rs.per vehicle. Additional km if any will be paid at the rate of..... for Category I/for Category II/ for Category III per km per vehicle calculated on a half yearly basis.
- b) Generally, the vehicle will be used in Trivandrum district, but if required it shall be used for duty outside also.
- c) Daily rental charges for 80 Kms (minimum) usage shall be Rs.per vehicle. Additional km if any will be paid at the rate of for Category I/ for Category II/ for Category III.

The above arrangements shall be deemed to have come into force with effect from..... day of month of 2024 and shall be operated for a period of 24 Months, which is renewable depending upon the satisfactory performance, for a further period or for period of 01 year with the same terms and conditions.

For contractor

This contract of agreement is terminable by the parties by giving one month's notice on either side.

For State Health Agency

Contractor

Witness: -

1.

2.

Witness: -

1.

2.

