



District Programme Manager (NHM)  
Arogyakeralam, Old District hospital  
Compound  
Swaraj round, East  
Thrissur

SHORT QUOTATION NOTICE

No. DPMSU-TSR/2497/ABMO/2020/DPMSU


Dated: 24.07.2020

**RE TENDER NOTICE**

Online bids are invited from experienced operators for the setting up of Mobile Medical and Surveillance Unit (MMSU) in Thrissur District. The MMSU includes Vehicle with driver (Traveler - Force/TATA winger) with HR, Equipment, Drugs, Lab kits etc and other facilities. The last date and time of online uploading of tenders will be 31-07-2020, 5.00PM and opening will be on 03-08-2020, 10.00 AM. Tender documents and all other information relating to the experience of the bidder and bidding process can be downloaded from the website: [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

For More details:  
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**Dr. Satheesan T V**  
District Program Manager

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

**TENDER DOCUMENT**  
**Mobile Medical & Surveillance Unit, Thrissur**

**I. Background**

WHO has declared COVID-19 as a pandemic. Kerala had reported the first case in India on January 30th 2020. With proper identification of individuals with risk, rigorous contact tracing, ensuring good quality home isolation, testing all eligible individuals and providing high quality care to COVID cases, Kerala state had managed to control the COVID -19 outbreak till date.

However, COVID-19 has resulted in a scenario where people accessing hospitals for primary health care has reduced. Elderly people, people with morbidity and children under 10 years, being vulnerable to COVID-19, are advised to remain at home. They have various medical needs. Primary Health Care Team of Kerala are addressing their medical needs by offering tele health help line and delivering medicines at their door steps.

However, there are certain health institutions and in areas not having adequate transport facilities. Such areas include tribal population and waterlogged areas in district. In addition to that people living in slums and coastal areas have difficult access to comprehensive primary healthcare due cultural or convenient timing issues. Hence, to address the gap, and to ensure Comprehensive Primary Health Care Services to such population at their doorsteps.

The main purpose of implementing MMU Service is to assist the primary health care team at periphery to provide the services available at Primary Health Centers and to ensure Preventive, Promotive and Curative Services at the doorstep of vulnerable people living in areas of difficult access.

**2. TECHNICAL DETAILS**

1. Tender No. DPMSU-TSR/2497/ABMO/2020/DPMSU
2. Tender cost ₹ 4000
3. Estimated cost ₹ 2.43 lakh per month
4. EMD ₹ 19440/-
5. Performance Security 5% of the offered price (For successful Tenderer)
6. Validity of Performance Security Up to 90 days after the date of completion of the contractual obligations
7. Period of Contract Up to March 31, 2021

**3. IMPORTANT DATES:**

1. Date of release of Tender 24-07-2020, 5:00 pm
2. Online tender submission start date 24-07-2020, 5:00 pm
3. Online tender submission End date 31-07-2020 , 5.00 p.m,
4. Date of Technical bid opening 03-08-2020, 10.00 a.m
5. Date of opening of price bid To be informed to the qualified tenderers

**4. TIME LIMITS PRESCRIBED**

- 1 Operation of the project The service of MMSUs shall be started district wise in a phased manner.
- 2 Agreement period Up to 31-03-2021 from the date of signing the agreement subject to satisfactory performance of the services and extendable based on mutual consent.



- 3 Number of camps per month per vehicle 25/month
- 4 Least number of patients per vehicle per day 100
- 5 Frequency of payment of bills After completion of every month
- 6 Submission of Performance Security and entering into contract 15 days from the date of issuance of Letter of Intent

## 5. SCOPE OF WORK OBJECTIVE

To ensure assured fixed primary health care services in identified fixed locations at fixed intervals in identified Panchayats.

- To assess and address the health needs of people in quarantine in linkage with the tele health helpline services.
- To assist Surveillance of COVID and other communicable diseases including collection of specimens if any.
- To provide quality Primary Health Care services including referral services as per the objectives of 'Aardram Mission'.
- To provide essential health care services for chronic illness such as such as Diabetes Mellitus, Hypertension, Epilepsy, Chronic Respiratory Diseases, Chronic Arthritis, Acid Peptic Disease.
  - To contribute to improvements in IMR, MMR and CMR and other health goals in the designated areas and screen and detect communicable diseases like malaria, TB and filaria.
- To provide minimum Laboratory Investigation such as Urine for Alb & Sugar, Pregnancy test, Blood Sugar level estimation, Hemoglobin estimation, Sample collection for detailed investigations at PHCs and sputum collection for Microscopy/NAAT.
- To create awareness regarding communicable and non-communicable diseases and their prevention through IEC activities.
- To reduce Out of Pocket Expenditure of target populations.

## 6. Methodology

- Common Branding for the entire program and Vehicle
- MMSU will be provided one suitable vehicle which will comprise of the Health Clinic with requisite equipment, drugs, lab kits and other facilities.
- Human resource- Medical Doctor, Nurse, Laboratory Technician and a driver.

## 7. Identifying Places for visit

Areas based on the following criteria

1. Primary health infrastructure/workforce requires support
2. Tribal/ Slum areas
3. Old age homes/ Orphanages/ similar setting
4. Areas with difficult geographical access
5. Areas with high vulnerable population with Covid -19 management.

7.1 The successful bidder has to invest and provide Vehicle, Equipment, Drugs, Reagents and consumables etc. The doctors, paramedical staff and other staff shall be appointed by the successful bidder and paid by them

7.2 If there is no possibility of fixing a roster with the help of any of the above official it should be



intimated to the tender inviting authority in writing along with the roster made by the agency at the beginning of every month and should get approval from the tender inviting authority.

7.3 Fixed time shall be intimated to all concerned in advance by intimating to the following personal of the respective area.

1. Institutions Superintendent/ Medical Officers
2. Tribal promoters
3. Anganwadi teachers
4. Asha workers
5. Multipurpose Health Workers (JHI/JPHN) of that area.
6. Institutions PRO/ PRO LO

7.4 The duration of camp(s) in a day will be at least for 7 hours (excluding travel time). The number of camps 25 per month

7.5 One MMSU has to treat at least 100 patients per day, the agency will be required to design and implement measures to provide advance information to the public / potential clients to ensure maximum utilization.

7.6 The MMSU will be fabricated on new/old model vehicles. If the old vehicles are used by the successful bidder for the fabrication, the year of manufacture of the vehicles should be 2015 or later.

7.7 The vehicles will be assigned to the districts and will be permitted to shift from one district to another with the consent of Tender Inviting Authority only.

7.8 Vehicle shall be stationed at a conveniently located place preferably at your premises

7.9 Essential medicines shall be supplied to the patients / beneficiaries attending the Unit. The registration of patients, supply of medicines, and maintenance of clinic attendance, drug and other relevant registers shall be done. The agency will have to keep essential equipment's in the Mobile Medical Surveillance Unit. The list of drugs and quantity required shall be made available to the Tender Inviting Authority in advance. The required drugs, consumables and reagents will have to be provided by the bidder.

7.10 Communication tools like Mobile phone or wireless sets should be available in the unit to keep track of the MMSU positioning in case of emergencies.

7.11 Mobile Medical Surveillance unit should provide service for at least 25 days in every month and should be placed at the nearest health facilities in the respective functioning areas under the supervision of District Programme Management Supporting Unit. If the services are provided for less than 25 days in a month, the amount equal to that for the non performing days will be deducted as penalty.

7.12 The bidder shall have to get the vehicles fitted with GPS based location tracking system to enable real time tracking. A link shall be provided to the Tender Inviting Authority and also to other concerned offices to know the real time position of the MMSU on a single screen view.

7.13 The bidder shall be required to set up a local office to coordinate the operation of MMSU and shall appoint a single point of contact.



7.14 Providing insurance cover and other statutory benefits to the MMSU vehicle, staff etc. will be the responsibility of the bidder.

## 8. Man Power

To deliver the above services, each MMSU will need to be provided with the following qualified / trained manpower.

SI No Staff Qualification Job Responsibilities

1 Doctor MBBS Providing Preventive, Promotive and Curative

Services and overall responsibility for smooth functioning of MMU Services

2 Staff Nurse GNM Assist the MO in providing preventive, promotive and curative services.

Conduct Health Education at every camp site and counselling for needy

Recording, Reporting and Documentation

3 Lab Technician Min SSLC with DMLT Will perform basic lab tests, will collect blood and other samples to be referred to Laboratories

Ensure issue of results timely with proper coordination among lab, primary care provider and patient.

Will maintain all statistics of all screening and lab tests, stock of consumable and test kits.

4 Driver Minimum 10th Pass with Heavy Vehicle License, First Aid

Certificate and Will be responsible for MMU reaching the fixed spots in time, will maintain the vehicle in clean manner and will ensure accident free driving.

He will also act as MMU attendant and help the

Badge. team in setting clinics.

8.1 The bidder will ensure that, at all times, it has sufficient suitably trained staff to ensure that services comply with all the statutory requirements and meet patient needs.

8.2 The bidder should agree that minimum complement of staff mentioned in each MMSU during service delivery.

8.3 The bidder should maintain the record of qualifications of the staff employed for the project and make available for inspection.

8.4 The bidder should ensure his commitment to training and staff development and the maintenance of professional knowledge and competence.

## 9. Deliverables

The following services/deliverables shall be provided by the MMU:

1. Address medical needs of people under quarantine following Infection control guidelines in linkage with Tele Health Help Line/Tele-medicine link.

2. Assist District Surveillance Officer in any special surveillance activities including sample collection

3. Curative Services for common illnesses and chronic illness

4. First Aid

5. Referral Services



6. Family Planning Services
7. Antenatal and Postnatal Care
8. Immunization services
9. Counseling on all matters, including HIV/AIDS
10. Implementation of National Health Programs
11. Health Education Activities and Environmental Sanitation.
12. Minimum routine laboratory investigations.
13. Management of Bio Medical Waste (segregation collection and disposal).
14. Extensive health related IEC activities and other services.
15. Samples for special investigation like sputum examination for AFB, Blood smear for Malaria Parasite & Elisa test to be sent to Designated Microscopic Center.
16. For diagnosis and regular treatment of all chronic illnesses like diabetes mellitus, hypertension, chronic respiratory diseases, epilepsy, chronic arthritis and acid peptic diseases free of cost.
17. Inform the local community, regarding the timing and venue of the Mobile Health Clinic.
18. Shift any emergency patient to the nearest FRU during their visits to the village and maintain the record with detail address and the cause of emergency in the register and log book of the vehicle.
19. Will provide feedback regarding any constraints or to modify the present system to the DMO and DPM
20. Will make alternate arrangement if any staffs abstain from their duty or goes on leave without disturbing the program.
21. Will report by telephone to the concerned authorities, if there are any emergencies.
22. Attend the periodical meetings called by the DMO/DPM
23. Ensure that health services provided by them will comply with the standard quality of care and other agreed norms established by Dept of H& FW.
24. Shall participate in special activities such as National Immunization Days. In addition, the Service Provider will respond appropriately to epidemics, other emergencies, and carry out other such activities.
25. Pay careful attention to the needs of patients and communities and ensure that they are more involved and are satisfied with the health services that are provided

## **10. VEHICLE TYPE**

The mobile medical clinics will have to be fabricated on a suitable vehicle which can be legally converted to Mobile Medical Surveillance Unit as per Central/ State Motor vehicle act to accommodate the crew, equipment and space to provide services. The vehicle shall be selected in such a way that services can be provided in tribal areas which are generally hilly regions and where roads are narrow. The successful tenderer shall choose a suitable vehicle Traveler (Force/TATA Winger)/ Four wheel drive type.

10.1 The fabrication design for the cabin should provide space for the following.

10.1.1 Should have seats for the crew.

10.1.2 Examination bed fitted with adjustable examination lamp with adequate provision for maintaining privacy.

10.1.3 All the diagnostic and investigative equipment's shall be mounted/ fixed in a manner that they are well protected from possible shocks / bumps during travel.

10.1.4 Space to conduct laboratory tests.

10.1.5 A registration – cum – medicine dispensing window / counter space for storing medicines, cold box (vaccines)

## 11. Monitoring & Evaluation

a. At PHC level

The Medical Officer will monitor the MMSU Services on the day of visit in the PHC area.

b. At the District level

- The activity needs to be monitored on daily basis by DPM, NHM.
- Monthly review shall be conducted with the entire team to assess the performance by DPMSU at the end of every month.

Evaluation will be done by DPMSU at the end of every month

### Annexures

1. List of Essential Drugs at MMSU
2. List of Equipment at MMSU
3. List of Lab Consumables at MMSU
4. Recording and Reporting Formats

### Annexure 1: List of Essential Drugs at MMSU\*

- 1 T Paracetamol 500mg
- 2 Sy Paracetamol 125/5ml
- 3 T Chlorphenamine Maleate 25mg
- 4 T Fe
- 5 T Calcium Carbonate
- 6 T Folic Acid 500mcg
- 7 T Ranitidine 150mg
- 8 T Amlodipine 5mg
- 9 T Atorvastatin 10 mg
- 10 T Telmesartan 40mg
- 11 T Losartan 25 mg
- 12 T Aspirin 75mg
- 13 T Metformin 500mg
- 14 T Glimipride 1mg
- 15 T Azithromycin 500mg
- 16 C Amoxicillin 500mg
- 17 Sy Amoxicillin
- 18 T Deriphyllin 300mg
- 19 T Salbutamol 4mg
- 20 Sy Salbutamol 2mg/5ml
- 21 ORS
- 22 T Zinc Oxide
- 23 Miconazole Ointment
- 24 Emergency Kit (HydrocortisoneInj, Adrenaline, Atropine, Ambubag)
- 25 First Aid Kit (Band-Aid, Betadine, Cotton, Guaze )



- 26 T Aceclofenac 100mg
  - 27 T Doxycycline 100mg
  - 28 T Phenytoin 100mg
  - 29 Permethrin 5%
  - 30 Betamethasone Propionate
  - 31 Ciprofloxacin Eye drops
- \*Tentative list – Districts may modify based on local needs.

Annexure 2: List of Equipment\*

- 1 BP Apparatus
- 2 Flash Thermometer
- 3 Stethoscope
- 4 Pen Torch with battery
- 5 Documentation Register
- 6 Weighing Machine
- 7 Stadiometer
- 8 PPE Kits
- 9 Bins for Biomedical waste disposal
- 10 Foldable Table/ Foldable Chair
- 11 Scissors

\*Tentative list – Districts may modify based on local needs. Annexure 3: List of Laboratory Consumables\*

- 1 Hemoglobinometer
- 2 Hb Strips
- 3 UPT Kits
- 4 Lancets
- 5 Glucometer
- 6 Vacutainers
- 7 Syringe
- 8 Needles
- 9 Sputum Cups
- 10 Falcon Tubes
- 11 Test Cards- Dengue/ Leptospirosis
- 12 VTM/ Dacron Swabs (For COVID Surveillance)
- 13 Gloves/ Masks
- 14 Sanitizers

\*Tentative list – Districts may modify based on local needs.

Annexure 4: Recording & Reporting Format Format of Registers to be maintained at MMSU

Date of clinic Time Venue

Sl No Name Age Diagnosis Actions taken Any Follow Up  
Required

House Visits

Date Name Age indication Diagnosis Actions  
taken



## **Monthly Report**

1. Advanced Visit Schedule and Actual Sites Visited daily with time
2. Consolidated Report

Reporting Month MMSU No:

Number of days conducted

MMSU Number of sites visited Number of Houses Visited Total Number of clinic attendees Number of Patients referred to THQ/ DH/Others

3. Summary of profile of clinic attendees (Age, Gender, Indications)

## **12. OBLIGATIONS OF THE SUCCESSFUL BIDDER**

12.1 It will be the responsibility of the bidder to arrange MMSU vehicles along with all the listed equipment, human resources to maintain the MMSU operational. All the maintenance cost of equipment as well as that of vehicles will be borne by the bidder.

12.2 The bidder should procure all necessary road and goods permits for the MMSU and maintain the same throughout the period.

12.3 The logbook of movement of the MMSU shall be maintained by the MMSU driver and supervised by the Medical Officer in charge of the MMSU. Logbook shall be made available for verification by any authority nominated by the tender inviting authority.

12.4 Bidder shall communicate the names and addresses of the Team manning a particular MMSU during the currency of the agreement. Any change in the composition of the team must be intimated to the authority nominated by the tender 12.5 inviting authority. The names of men at work at the MMSU at any point of time must also be displayed prominently on the MMSU.

12.6 The bidder will also comply with confidentiality and privacy laws including patient details.

12.7 All records maintained by the bidder regarding operations of MMSU will be made available to any government authority including audit on demand.

12.8 It should be clearly understood that under no circumstances, the MMSU will be used to advertise the operations of the bidder. It should be clearly mentioned on the outer body of the MMSU that the service is provided by the bidder under an agreement between Tender inviting authority and the bidder.

12.9 Requirements of any Act promulgated by the Central/State Law will have to be met by the bidder.

## **13. INCOME TAX DEDUCTION AT SOURCE**

Income tax deduction at source shall be made at the prescribed rates from the bidder's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

## **14. DAMAGES FOR MISHAP/INJURY**

The Tender Inviting Authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by the bidder

## **15. HEALTH AND SAFETY**

The bidder agrees to adequately train, instruct and supervise staff to ensure as is reasonably practicable, the health and safety of all persons who may be affected by the services provided under the agreement.

## **16. DATA PROTECTION, CONFIDENTIALITY AND RECORD KEEPING**

All Service Users have a right to privacy and therefore all information and knowledge relating to them



and their circumstances must be treated as confidential. The bidder must advise all staff on the importance of maintaining confidentiality and implement procedures which ensure that service user's affairs are only discussed with relevant people and agencies.

17 The bidder shall comply with all legislations, which otherwise would have been applicable had the services been run directly by the Government agencies.

**18. TIMELINES:**

The period of contract up to 31-03-2021. However, the Agreement will be renewable on an annual basis subject to satisfactory performance of the services.

**19. PAYMENT TERMS**

The operating expense for the service will be paid against the submission of bills at the end of every month. The details of operation shall be submitted along with the bill. Deductions, if any, shall be made from the amount payable to the bidder.

All payments will be made through RTGS transfer.

**20. FINANCIAL PROPOSAL (PRICE BID)**

It is estimated that every MMSU vehicle shall travel at least 1200 km/month .

(In case, if the average actual distance travelled by the entire fleet of MMSU in a month is more than 1200 kms, then payment as per govt.rate per kilometer for the additional kilometers run will be allowed. This will be calculated on a yearly basis.)

Financial proposal (Price bid) shall be submitted only as per the BOQ.

The financial proposal (price bid) offered in any other format will not be considered for evaluation.

**21. EVALUATION CRITERIA**

21.1 The bidder who has offered the lowest rate will be declared successful and contract will be awarded.

21.2 The rate offered by the bidder who has not accepted the condition of the proposal document will not be considered for evaluation.

**22. OTHER TERMS AND CONDITIONS**

The Tender inviting authority shall offer any laboratory test in addition to the tests mentioned in the Annexure 3

The bidders shall collect data as per the format in the Annexure 4 provided by the Tender Inviting Authority from time to time.

**23. TENDER DOCUMENT:**

23.1 The detailed specifications and terms and conditions governing the vehicles, equipments and operation are contained in this "Tender Document".

23.2 The tender document is to be downloaded from website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Tenderer shall submit Tender Document cost online in the e-tender portal & non- submission of sufficient Tender document cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

23.3 The online documents shall be submitted through the e-tender portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Tenderers has to enroll themselves in the e-tender portal and digital signature certificate is required. The details can be obtained from the e-tender portal under the menu



'downloads'

24 The general guidelines on e-tender process is as below;

24.1 Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. 24.5 Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

24.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for assistance in this regard.

24.3 The online tender process comprises the stages viz. downloading the tender document, bid submission (technical cover and financial cover), opening of technical bid opening and bidder shortlisting and opening financial bids.

24.4 The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

24.5 Prices quoted by the Bidder shall remain fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

25. Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

25.1 State Bank of Travancore (SBI) Internet Banking: If a bidder has SBI internet banking account, then, during the online bid submission process, the bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

25.2 National Electronic Fund Transfer (NEFT) If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring the amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the remittance form for making a NEFT payment, otherwise payment would result in failure in e-Procurement system.

25.3 RTGS payment mode is also enabled in E-procurement.

25.4 As NEFT/RTGS payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT/RTGS mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues. The Tender Inviting Authority/ e-Procurement system will not be responsible for any e-payment failure.

25.5 Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening

25.6 It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process



## **26. RESPONSIBILITY OF VERIFICATION OF CONTENTS OF TENDER DOCUMENT:**

26.1 The purchasers of the tender form shall examine all instructions, forms, terms and specifications in the Tender Document and verify that all the contents in the 'Tender Document'.

26.2 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 tenderer's risk and may result in the rejection of the bids, without any further notice.

## **27. GUIDELINES FOR PREPARATION OF TENDER**

27.1 The Tenderer shall bear all costs associated with the preparation and submission of its bid and National Health Mission, Thrissur, 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. The documents are to be submitted online in the portal.

27.2 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 unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.

27.3 Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Tenderer 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.

27.4 The tender (in English Language only) for the operation of Mobile Medical Clinics mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature in original shall be enclosed along with list of names of government departments/offices/ organizations to whom the service has been rendered in the past or is rendered now. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, it shall be notarised.

27.5 The documentary evidence (other than those regarding past performance) submitted along with the tender shall be produced duly attested by the tenderer on every page. Any interlineations, erasures or over writing shall be valid only if they are initialed by the person (s) signing the offer.

27.6 Tenderer shall submit a declaration letter as per the format given as Annexure VIII and copy of amendments published, if any, signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

27.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

27.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority ([www.arogyakeralam.gov.in](http://www.arogyakeralam.gov.in)) However, it shall be the duty of the prospective tenderer to ensure that the clarifications sought for have been properly received in time by the Tender Inviting Authority.

27.9 Any clarification on the e-tender procedure shall be obtained from IT mission and the contact numbers are 0471-2577088, 2577188, 18002337315

## **28. ONLINE PAYMENT FOR E-TENDERS**



28.1 Bidders while participating in online tenders published in Government of Kerala's e-procurement website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in), should ensure the following:

28.2 Single transactions for remitting tender document fee & EMD. Bidders should ensure that the tender document fees and EMD are remitted on single and not separate transactions. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions

28.3 Account number as per Remittance form only: Bidder should ensure that account no. 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 fees and EMD are remitted only to the account number given in the remittance form provided by e-procurement system for that particular tender.

28.4 Bidder should ensure the correctness of details inputted while remittance through NEFT/RTGS. Bidder also ensures that your banker inputs the account number (which is case sensitive) as displayed or appears in the remittance form.

28.5 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.

28.6 UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT/RTGS transfer should be updated as it is, without any truncation or addition, in the e-procurement system for tracking the payment.

28.7 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.

28.8 The bids will not be considered for further processing if bidders fail to comply with the above clauses and tender fees and EMD will be reversed to the account from which it was received.

## **29. TENDER DOCUMENT COST**

29.1 Tenderer shall submit Tender document cost online in the e-tender portal & non- submission of Tender Document Cost as mentioned in Section II shall be one of the primary reasons for rejection of the offer in the first round.

29.2 All tenderers shall pay tender document cost as per the instructions . Tenderers are liable to pay tender cost even if any exemption is allowed in the e-tender portal.

29.3 Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of tender document cost subject to submission of valid documents.

## **30 EARNEST MONEY DEPOSIT (EMD):**

30.1 In order to ensure maximum number of competitive tenders and to avoid indication of the price quoted, a fixed rate of Earnest Money Deposit (EMD) rounded to 1% of the estimated cost of the equipment / services tendered is adopted.

30.2 Tenderer shall submit EMD online in the e-tender portal & non- submission of sufficient EMD as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

30.3 Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD subject to submission of valid documents, provided all the offered products shall be manufactured within the State of Kerala

30.4 None of the bidders other than those specified in this document are exempted from the remittance of EMD, in any case.



30.5 EMD of unsuccessful tenderers will be discharged/returned as promptly through online transfer.

30.6 The successful tenderer's EMD will be discharged upon the tenderers signing the contract and furnishing the performance security.

30.7 No interest will be paid for the EMD submitted.

30.8 The EMD will be forfeited, if a tenderer;

30.9 Misrepresents facts or submits fabricated / forged / tampered / altered / manipulated documents during verification of tender process.

30.10 withdraws its bid after the opening of technical bid;

a successful tenderer, fails to sign the contract after issuance of Letter of Intent fails to furnish performance security after issuance of Letter of Intent.

### **31. DEADLINE FOR SUBMISSION OF TENDER.**

31.1 Tenderers shall upload all the necessary documents in the e tender portal before the last date & time for online submission and The Tender Inviting Authority shall not be held liable for the delay.

31.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

### **32. MODIFICATION AND WITHDRAWAL OF BIDS**

The tenderer can modify or withdraw bids submitted online before the last date & time for online submission.

### **33. PERIOD OF VALIDITY OF TENDER**

33.1 The tender must remain valid for minimum 180 days (Six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

33.2 Withdrawal from or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Work Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

### **34. ACCEPTANCE / REJECTION OF TENDERS:**

34.1 It is also not necessary that the offer of the firm quoting the lowest rates shall be accepted. Usually the lowest offer of the tenderer qualified for the price bid opening shall be accepted, unless one sided condition unacceptable to the Tender Inviting Authority are provided in such price bid.

34.2 At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful tenderer, in the event, the firm deviates from the agreed terms and conditions.

### **35. NOTICES**

35.1 The Tender Inviting Authority shall publish the following information on its website or e-tender portal at the appropriate time as part of ensuring transparency in the tender process;

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

35.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.

35.4 List of tenderers qualified in the technical bid and reasons for rejection of unqualified tenderers.

35.5 Summary of Online price bid opening



35.6 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

35.7 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.

### **36. OTHER TERMS AND CONDITIONS**

All the terms and conditions in respect of operation of MMSU mentioned in this document shall be complied with.

Technical Specifications and Standards: - The vehicle & services to be provided by the successful tenderer under this contract shall conform to the parameters mentioned in this document.

The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Customs Duties etc.

In the event, if it is found that there is some statutory deduction to be made at source, the Tender Inviting Authority will have the authority to do so.

### **37. TENDERING SYSTEM**

37.1 The tenders / bids are to be submitted on-line in two covers in the e-tender portal.

PART-I entitled as TECHNICAL BID. The technical bid shall be submitted in the e-tender portal. The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions

37.2 PART II titled as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and shall not be considered for tabulation and comparison.

37.3 Tenderers who wish to participate in the e-tendering will have to procure valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. Tenderers can procure this certificate from any of the Government approved certifying agency i.e. consultancy services. Details can be obtained from the e-tender portal itself.

37.4 The tenderer shall enroll and register in the e-tender portal. The tenderer shall issue DSC to only the responsible person who is authorized to submit online bids.

37.5 The tenderers who do not submit the technical bid (part B) which reaches beyond the stipulated date and time will be treated non-responsive.

37.6 If the bids are not submitted as per the requirement of the above clauses, the Tender Inviting Authority shall assume no responsibility for the offeror's misplacement and consequential rejection.

### **38. AMENDMENT OF TENDER DOCUMENTS:**

38.1 At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

38.2 The amendments shall be published in e-tender portal, and the tenderer shall submit copy of amendments published if any signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as proof of having read and accepted the terms and conditions of the tender document.

38.3 The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse e-



tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

### **39. CONTENTS OF ONLINE BID SUBMISSION.**

39.1 Tender Document cost

39.2 Earnest Money Deposit

39.3 General information about the tenderer

39.4 Annual turnover statement for last three years certified by the auditor

39.5 Offer form as per the Annexure in tender document.

39.6 Declaration letter as per Annexure and copy of amendments, if any, duly signed on all pages by the tenderer or the authorized signatory.

39.7 Documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.

39.8 Audited copies of the P&L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors.

39.9 Copy of IT returns filed for the last three completed years certified by the auditor Technical Proposal

### **40. OPENING OF TENDER**

40.1 The technical bid opening is online. The date of technical bid opening is only published in advance. The date of opening of price bid will be decided after evaluation of technical bid / obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified tenderers from time to time.

40.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Tenderers or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.

40.3 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.

40.4 In the event of the tender and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.

40.5 The tenderer shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.

40.6 The date and time of opening Price Bid will be announced only after the opening of the Technical Bid and evaluation of the bids received.

### **41. EVALUATION OF TENDER Bid Evaluation Committee:**

The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.

The Bid Evaluation Committee may also verify the veracity of claims in respect of the experience and reputation of tenderer in the field, the financial solvency etc.



The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published.

Technical Committee:

The evaluation of the technical proposal and offer shall be conducted by a Committee called the 'Technical Committee' in which external experts from the User Institutions/funding agencies may also be present.

The composition of technical committee may vary with the type of the services tendered.

The decisions of the technical committee will also be published.

Purchase Committee:

In case of major purchases, the decisions of the Bid evaluation Committee/Technical Committee will be further scrutinized by the Purchase Committee

In such cases, the decisions of the Purchase Committee will also be published.

A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.

If the tenderer does not accept the correction of errors proposed by the tender inviting authority, his offer shall be rejected. The Tender Inviting Authority may waive any minor infirmity or non-conformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other tenderers.

#### **42. CLARIFICATION OF BIDS**

During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the bid evaluation committee on its bids.

The request for clarification and the response shall be in writing, either through email or fax or by post.

#### **43. PRICE BIDS**

The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation.

The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful PDI /demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.

Tenderer shall download the available price bid format in e-tender portal, and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

Price Offered shall be all inclusive and in Indian Rupees. Price should be quoted for the Operation of Mobile Medical Clinics as per the conditions mentioned in this tender document.

Price variation due to statutory changes including excise/customs duty or GST/ service tax will be accepted during the contract period.

There shall also be no hidden costs.

Tenderer shall quote prices in all necessary fields in the available format. All blue areas of the BOQ file shall be filled up.

The tampered BOQ will not be considered for price bid evaluation.

#### **44. AWARD OF CONTRACT**



Criteria:-The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids

#### **45. NOTIFICATION OF AWARD/LETTER OF INTENT (LOI)**

Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by fax or by email

The successful tenderer, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.

#### **46. SIGNING OF CONTRACT**

The successful tenderer shall execute an agreement in the format as given in Annexure for ensuring satisfactory operation of the project. A service level agreement shall be signed within one month from the date of LOI.

The successful tenderer shall submit bank guarantee in the format as per Annexure as a performance security prescribed.

Promptly after notification of award, within 10 days from the date of the letter of intent, the successful tenderer shall submit two copies of the contract (as per agreement) with duplicate copy, both on 200/- Kerala state stamp paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

Assignment:-The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

Sub Contracts:- The Successful tenderer shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful tenderer from any of its liability or obligation under the terms and conditions of the contract.

Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

#### **47. PERFORMANCE SECURITY**

There will be a performance security deposit amounting to the total value as mentioned in Section III, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of 'Letter of Intent'.

The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.

Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

Failure of the successful tenderer in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by



a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.

In the event of any failure /default of the successful tenderer with or without any quantifiable loss to the government the amount of the performance security is liable to be forfeited.

In the event of any amendment issued to the contract, the successful tenderer shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful tenderer on completion of all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

The Bank Guarantee submitted in place of EMD/Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted and will lead to rejection of tenders.

#### **48. COMMENCEMENT AND OPERATION OF THE PROJECT.**

The successful tenderer shall visit the scheduled locations for the project and choose vehicle by which these locations are accessible.

The successful tenderer shall arrange transportation of the vehicles as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is operational in the location. It shall be ensured that the MMSU arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely operation and performance of services, the successful tenderer shall inform the Tender Inviting Authority in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the operation with or without liquidated damages for completion of successful tenderer's contractual obligations by issuing an amendment to the contract.

#### **49. CORRUPT OR FRAUDULENT PRACTICES**

It is required by all concerned namely the User Institution/ Tenderers/ Successful tenderers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the



contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

No tenderer shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the tenderers bid.

## **50. FORCE MAJEURE**

For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **51. RESOLUTION OF DISPUTES**

If dispute or difference of any kind arise between the Tender Inviting Authority/User Institution and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the tender document, either the Tender Inviting Authority/User Institution or the successful tenderer may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of GST Commissioner, Govt. of Kerala whose decision shall be final.



Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Trivandrum, India.

## **52. APPLICABLE LAW & JURISDICTION OF COURTS**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Thrissur

## **53. GENERAL/ MISCELLANEOUS CLAUSES**

Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Successful tenderer/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

The Successful tenderer shall notify the Tender Inviting Authority/User Institution /the Government of India of any material change that would impact on performance of its obligations under this Contract.

Each member/constituent of the Successful tenderer(s), in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/User Institution/Government of Kerala against any claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful tenderer/its associate/affiliate etc.

All claims regarding indemnity shall survive the termination or expiry of the contract.

## **54. TERMINATION OF CONTRACT**

Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful tenderer shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.

Unless otherwise instructed by the Tender Inviting Authority, the successful tenderer shall continue to perform the contract to the extent not terminated.

Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful tenderer without any compensation, whatsoever, to the successful tenderer, subject to further condition that such termination will not prejudice or affect the rights and remedies



which have accrued and / or will accrue thereafter to the Tender Inviting Authority.

Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate, inter alia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective.

Further details could be obtained from the office of the District Program Management Supporting Unit, Argyakeralam Thrissur. Contact details- 04682325504

#### 55. FALL CLAUSE

The prices charged for the services under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer offers the service on identical terms to any other persons / organization during the period of contract. If any time, during the contract, the tenderer reduces the rate chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority/user institution and the rate payable under the contract of the services after the date of coming into force of such reductions shall be reduced.

