

KERALA ACADEMY FOR SKILLS EXCELLENCE
(State Skill Development Mission of Govt. of kerala)
III Floor, Carmel Towers, Vazhuthacaud, Thiruvananthapuram

NOTICE INVITING TENDER

No.KASE/1054/2020/Exe5

13/12/2021

Sealed Quotations/tenders are invited from competent firms/individuals for providing an A/C Car (preferably Toyota Etios/ Maruti Suzuki Dzire/ Ford Aspire) along with a qualified experienced licensed driver for the official use by the Kerala Academy for Skills Excellence (KASE) on contract basis.

Terms & Conditions

- The car should be provided in excellent condition on a full time basis.
- The date of registration of the vehicle shall be on or after 01.06.2016 or should not have run more than 50,000 Kms as on date of hiring by this authority.
- The car shall be maintained in good and clean upholstery.
- The contract period will be one year and the agreement can be extended up to 5 years on mutual consent between the parties.
- The vehicle and driver shall be at the disposal of the KASE during the contract period.
- The agency shall provide a driver, residing within 2-3KM radius of the office of KASE will be given preference.
- The expected usage per month will be 1200 KMS with a three month consumption lock-in period. If the vehicle usage doesn't exceed the monthly limit, the remaining Kilometer will be carry forward to subsequent months for a maximum of three months.
- Insurance, Taxes and any other statutory requirements, fuel, lubricants and maintenance of the vehicle in good condition shall be the responsibility of the Agency/individual.
- In case of any accident, all repairs and associated costs shall be done by the Agency without any liability to KASE, without any delay.
- In case the vehicle cannot be utilized due to maintenance/repairs, a suitable replacement vehicle shall be provided without any loss of time.
- For sudden non-availability of the car, the agency is liable to compensate an amount equal to the expenditure incurred by KASE for alternative arrangement or transport.
- This deduction is also applicable in cases where the vehicle is not available at the required time.
- Tender fee will be Rs.1000/- to be submitted by way of DD in favour of Managing Director, KASE payable at Trivandrum.
- Interested parties may submit their quotations in the below attached format to the following address on or before **27th December, 2021, 05.00 PM**. The tenders/quotations will be opened at 3.00 PM on the same day.

The Managing Director
Kerala Academy for Skills Excellence
III Floor, Carmel Towers,
Vazhuthacaud P.O
Thiruvananthapuram-695014

QUOTATION FORM FOR VEHICLES

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)	
3	Service Tax 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	Make Of the Vehicle	
6	Model Of The Vehicle	
7	Seating Capacity	
8	Registration No	
9	Monthly Charge	
10	Charge for additional kilometer	
11	Charges/Out station journey	

12	Date Of Original Registration (Attach Proof)	
13	Registration Certificate (Attach Proof)	
14	Insurance Certificate(Attach Proof)	
15	Taxi Permit Certificate(Attach Proof)	
16	Fitness Certificate(Attach Proof)	
17	Pollution Certificate Validity (Attach Proof)	
18	Odometer Reading	
19	DD No. / Date of Tender Cost	

I hereby agree to provide the vehicles as per the terms & conditions mentioned in this tender by the Kerala Academy for Skills Excellence.

Date

Place

Signature

Name & Address of the Agency/Vehicle owner

I.INTRODUCTION

1. State Skill Development Mission (Kerala Academy for Skills Excellence) invites sealed tenders for hiring of taxi permit Diesel A/C Cars from prospective Service Providers having vehicles of not older than **01.01.2016** year model and 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/Registered Owners for having executed similar contracts of providing diesel driven commercial A/C Cars .
2. The bidder should own or have on lease, sufficient number of commercial vehicles 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 vehicle of model not older than **01.01.2016** shall be provided along with proof of Registration Certificates and Lease Deeds.
3. Tenders are invited for the hiring of the following vehicle and requirement are as follows:

Sl.No	Vehicle Brands preferred	Minimum Kms/Month	No. of Vehicles Required	Period of Contract	Tender Fee	EMD Required
1	Toyota Etios/Maruti Suzuki Dzire/Ford Aspire	1200	1	1 Year*	1000	1500

**Which may be extendable to further period upto 5 years upon mutual consent of both the parties.*

3. Intending eligible bidders may obtain Bid Document from Kerala Academy for Skills Excellence (KASE) on all working days up to 5:00 pm by paying an amount of Rs.1,000 /- (Rupees One Thousand Only) as tender cost as DD drawn in the name of **Managing Director,Kerala Academy for Skills Excellence.**
4. The tender documents can also be downloaded from the website www.kase.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 favour of the **Managing Director,Kerala Academy for Skills Excellence** payable at Thiruvananthapuram along with the tender document, failing which the offer will be rejected.
5. The rate quoted for the vehicle in the tender shall be on a monthly basis.
6. The Bidder is required to provide commercial vehicle fully conforming to RTO/KMVD regulation along with fuel, Driver with proper uniform etc and carryout periodical maintenance and execute the work through their Supervision.

7. KASE 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.
8. 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 MANAGING DIRECTOR
KERALA ACADEMY FOR SKILLS EXCELLENCE
III FLOOR,CARMEL TOWERS,
VAZHUTHACAUD,
TRIVANDRUM.**

9. The bidder(s) shall have to deposit an amount specified as the EMD in the form of DD in favour of **THE MANAGING DIRECTOR KERALA ACADEMY FOR SKILLS EXCELLENCE**)payable at **Thiruvananthapuram** along with the Bid.
10. Minor infirmities in the submission of the documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.
11. There will not be any individual communication in respect of general notices, amendments etc. The prospective bidders are advised to check for updates in our website:**www.kase.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.
12. Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

SECTION II

I.SPECIFIC CONDITIONS OF CONTRACT

1. It is desirable to have the Registration with Service Tax, 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.
2. It is the responsibility of the bidder to make all necessary statutory payments in respect of the drivers engaged and shall indemnify the KASE from any claims arising thereof. The drivers so engaged shall under no circumstances be treated as employees of KASE.
3. Contact details along with Landline and Mobile numbers to be provided where requisition of vehicles can be conveyed all the 24 hrs.
4. Assign driving to only qualified, experienced, licensed and well disciplined drivers 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, 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 KASE within 10 days after awarding the contract.
5. Duty hours of vehicles are 24x7 basis (normally for Nine hours (9Hr) per day, i.e. 9.30 am to 6.30 pm). However, the vehicle shall be made available on request at any time, without charging any extra cost. The working days shall be 6 days in a week from Monday – Saturday. However, based on the requirements, the bidder shall provide vehicle on Sundays and holidays also. No extra charges will be paid for holidays.
6. Attested copy of driving licenses and Aadhar card of the driver should be submitted to the Officer of KASE during the contractual period for verification.
7. Driver to be provided with uniforms (White Shirt mandatory on all days) as required under the Kerala Motor Vehicles/RTO rules, which shall be worn by them all the time while on duty.
8. Drivers should be available in his/her contact number on duty days / hours.
9. Drivers allotted should not be changed without valid reasons and the same should have prior approval from KASE.
10. 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 KASE and will be subject to scrutiny. Govt. Tax / Levy / Duty other than Service Tax for plying the vehicles will be borne by the bidder.
11. The registration number of the vehicle to be provided as part of the contract should be invariably be quoted in the bid.
12. Vehicles, mentioned in the Contract document, should not be changed without valid reasons and the same should have prior approval from KASE.

13. Consumables like fuel, lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
14. The vehicle provided should be equipped with speed governor.
15. Government prescribed log book must only be used.
16. The log book must be handed over to the Officer of KASE at the end of every month. The log book has to be signed by the authorized users from KASE. Log book without proper signature shall not be considered for monthly payment.
17. The releasing time of the vehicle is the time specified in the trip sheet duly signed by the last user of the vehicle.
18. Vehicles Up-keep shall be in good condition along with good and clean Seat covers. Vehicles so hired may be inspected by designated officer of KASE with reference to good/properly maintained vehicle including cabin, upholstery, seats, floor mats etc.
19. Name boards such as **“Kerala Academy for Skills Excellence (On Contract) ”** to be displayed on front and rear (Black letter in Medium blue background as per RTO/KMVD rules),ie above the front and rear number plates of all vehicles provided during the contract period. The specifications of the same will be intimated once the contract is awarded. Vehicles without the name board shall not permit for duty under any circumstances.
20. The vehicle shall be available for necessary alterations say for exhibiting the programme details in the outside of vehicle. Permission for branding the vehicle shall be taken by the owner of the vehicle from competent authorities for one year.
21. Service to be provided is supply vehicle with licensed driver, registered as commercial vehicle (taxi) on hiring basis for running within the jurisdiction of Kerala. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
22. Reporting and Parking Place for vehicles are at the KASE Office/Institution where vehicle is attached. However actual place of reporting and actual duty hours shall be specified by actual users of vehicles.
23. Vehicles hired by KASE will be sent for out station duty. The driver shall arrange for accommodation and food by his own means. KASE reserves no obligation to arrange for accommodation or other facilities for the driver.
24. Counting of Distance will be from the starting point and closing point of the user which is normally the KASE Office/ Institution where vehicle is attached
25. Accuracy of Meters will be checked periodically by any authorized officer of KASE 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 KASE, which may even lead to termination of Contract.

II.DEBARRING CONDITIONS:

1. No vehicle should be supplied having registration in the name of employee of KASE or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
2. No sub-contracting of the Service allotted is permissible by KASE. The near relatives of all KASE employees either directly recruited or on deputation are prohibited from participation in this tender.
3. 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 misbehaviour 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.
4. Service Provider shall not engage any person below 18 years of age.
5. 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.
6. Misbehavior of the driver to any designated officer of KASE during duty hours. Deputing drivers showing any misconduct, pilferage, misbehavior or having any criminal background etc will be viewed very seriously, even leading to the termination of the contract
7. Usage of Alcohol/drugs/smoking etc during duty hours by the drivers, especially in the premises of KASE or during out station duty.

SECTION III

1. GENERAL CONDITIONS OF CONTRACT

A. Guidelines for preparation of Tender

1. The bidder shall bear all costs associated with the preparation and submission of its bid and **KASE**, hereinafter referred to as “Tender Inviting Authority”, will in novae be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. *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.
3. 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.
4. 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.
5. 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.
 6. 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.
 7. 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.
 8. An offer submitted in vague /ambiguous terms and the like, shall be termed as non-responsive and shall be summarily rejected.
 9. 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.
 10. 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.

B. Bid Forms

1. The tender offers, duly filled, shall be submitted in a sealed cover and shall be superscribed as

“Tender No. _____ (here mention the tender no. as specified in Tender document) Tender For hiring of Diesel A/C Car for KERALA ACADEMY FOR SKILLS EXCELLNCE”
2. Tender should be duly sealed and addressed to The Managing Director, KASE sent by post or by hand so as to receive not later than 05.00pm am on 27/12/2021
3. Tender will be opened in the presence of Bidders present on the due date of opening i.e. at 11.00 am on 28/12/2021. All Columns should be furnished with relevant details and no column should be left blank.
4. Rates should be quoted as per the requirements 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.

5. 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.
6. The bidder shall bear all costs associated with the preparation and submission of the bid. KASE in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

C. Earnest Money Deposit (EMD)

1. EMD should be submitted along with the tender as bid security (EMD) in the form of DD in favor of **The MANAGING DIRECTOR, KASE** payable at **Thiruvananthapuram**.
2. Non- submission of sufficient EMD as mentioned shall be one of the primary reasons for rejection of the bid.
3. Cheque, Money Order, Fixed deposit etc will not be accepted as EMD.
4. 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.
5. The successful bidder's EMD will be converted and adjusted against performance security for vehicle he/she supplied.
6. No interest will be paid for the EMD submitted.
7. The EMD will be forfeited, if a bidder;
 - a. Misrepresents of facts or submitting false/fake documents during the tender process.
 - b. If the bidder willfully violates any terms and conditions of the tender document.
 - c, Withdraws its bid after the opening of bid.
 - d. A successful bidder, fails to sign the contract.

SECTION IV

1. BID EVALUATION

1. 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.

2. The bids submitted shall be evaluated by comparing the rates quoted . 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.
3. if there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, KASE 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 KASE during evaluation.
4. The procedure adopted for comparison of bids shall be on the total cost of hire of the service for vehicle indicated in Section I Clause 3, inclusive of all duties, levies and charges, excluding Service Tax.
5. The additional kilometer charges will be calculated and reimbursed on QUATERLY basis.
6. If more than one L1 bidder is obtained in the price bid evaluation, The make and model of the vehicle and the experience with PSU/ Central / State Govt. or Private Ltd will be duly considered for awarding of the contract.

2. Right To Accept Or Reject

1. KASE 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 KASE.

3. AWARD OF CONTRACT

1. KASE shall award the contract to those bidder whose offer has 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 **(Format shown in the Annexure III) 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.
2. An additional vehicle requirement will be fulfilled from the next eligible bidder at L1 rate.

4. Period Of Validity Of Bids.

1. The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by KASE as non-responsive.
2. A bidder accepting the request of KASE for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

5. Bid Price.

1. The supplier shall quote price as per schedule given in Section I Clause 3 for the type of Vehicle given in the schedule of requirement. The composite price should include all the type of Taxes, levies and charges.
2. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

6. Insurance

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

7. Performance Security (SD)

1. The successful bidder shall be required to deposit an amount of **Rs. 5,000/- (Rupees Five Thousand only) to be submitted by him/her**, within seven days of award of contract as Performance Security (SD).
2. Performance Security (SD) shall be submitted in the form of DD.
3. Performance Security (SD) will be discharged after completion of Service Provider's performance obligations under the contract.
4. If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for KASE to forfeit either whole or any part of performance security (SD) furnished by the bidder as compensation for any loss resulting from such failure.

8. Terms of Payment

1. The payment shall be made within 10 working days from the date of receipt of bill in the office of KASE. Monthly bill of vehicle shall be submitted in triplicate to the authority specified in contract along with the original of the log book 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 KASE as per above schedule, it will not take responsibility for delay in payment.
2. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted for payment and if it is found so, the amount will be disallowed. Also log book found with corrections without the signature of concerned officer of KASE, tampering and irregular with the registers kept by the KASE including the vehicle in and out register, drivers duty register etc will also be not considered for the payment.

9. KASE will not have obligation:

1. 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 KASE 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.
2. 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 KASE have to be suitably compensated by Service Provider.
 3. Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
 4. Not be responsible to any penalization finalized by Kerala Police/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.
 5. Contractor shall be the employer for his workers and KASE will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

10. Miscellaneous Conditions:

1. The technically qualified bidder with the lowest evaluated price for vehicles mentioned in the bid will be considered.
2. In case the date fixed 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.
3. KASE reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with KASE and blacklist such bidder / bidders for a suitable period in case they fail to honor their bid without sufficient ground.

11. Penalty for breach of terms & conditions:

1. 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.
2. In case of non-availability of vehicles for any particular day without the permission, penalty of Rs.1,200/- 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 two times in a month without permission and not providing any alternative measures, the contract shall be terminated without any notice and the KASE will consider the next eligible bidder for occupying the same.
3. In case of break down, after it's reporting for duty, the vehicle 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.500/- 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.

4. The penalty for temporary absence during duty hours without valid permission shall be Rs.500/- 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 KASE will consider the next eligible bidder for executing the service, in place of the contractor.
5. 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.
6. No payment will be made for vehicles supplied by the Service Provider originally registered with RTO before date mentioned in the quotation notice. In case of providing alternate vehicle other than the vehicle quoted, such vehicles should also comply with the terms & conditions mentioned in this tender.
7. No payment will be made for vehicles supplied by the Service Provider without proper name boards. The clause mentioned shall be applicable to the alternate vehicles provided, If any.

12. Force Majeure

1. 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 KASE 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.

13. Disputes/Appeal

1. 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 Secretary to Government, Labour and Skills Department, Government Secretariat or any other person appointed by him. His decision will be final and will be binding on both the parties.

14. Jurisdiction of Courts

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

15. Termination of Contract

1. 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), KASE 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.
2. 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.
3. Notwithstanding anything contained herein, KASE 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.

16. Termination for insolvency

1. KASE 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.

17. Set Off (Recovery of Sum due)

1. Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by KASE and set off the same against any claim of KASE for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with KASE.
2. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this contract. Should this amount be insufficient to cover the said full amount recoverable, the

Service Provider shall pay to KASE on demand the balance amount, if any, due to KASE within 30 days of the demand by KASE.

3. 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.

SECTION V

1. IMPORTANT DATES AT IN GLANCE

1	Tender No.	KASE/1054/2020/Exe5/ Tender 1
2	Earnest Money Deposit (EMD)	Rs. 1500/-
3	Validity of EMD	180 days from the date of opening of tender
5	Performance Security	Rs. 5000/-

IMPORTANT DATES

Sl. No.	Particular	Date and Time	Venue
1	Date of release of tender	13/12/2021	KASE
2	Last date for submission of filled up Tenders	05.00 pm on 27/12/2021	
3	Date of opening of bid	11.00 am on 28/12/2021	

(Bid Document and subsequent clarifications on bid terms, if any, can be downloaded from the website, www.kase.in)

MANAGING DIRECTOR
KERALA ACADEMY FOR SKILLS
EXCELLENCE
&
TENDER INVITING AUTHORITY