

**15 -ാം കേരള നിയമസഭ**

**10 -ാം സമ്മേളനം**

**നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 2315**

**12-02-2024 - ൽ മറുപടിയ്ക്ക്**

**മെഡിക്കൽ കോളേജ് ഹോസ്റ്റലിന്റെ സൗകര്യങ്ങൾ മെച്ചപ്പെടുത്തുന്നതിന് നടപടി**

ചോദ്യം		ഉത്തരം	
ശ്രീ. സനീഷ്കുമാർ ജോസഫ്		ശ്രീമതി വീണാ ജോർജ്ജ് (ആരോഗ്യ- വനിത-ശിശുവികസന വകുപ്പ് മന്ത്രി)	
(എ)	കോന്നി മെഡിക്കൽ കോളേജിലെ വിദ്യാർത്ഥികളുടെ ഹോസ്റ്റലിലേക്കുള്ള ഫർണിച്ചറുകൾ വിതരണം ചെയ്യുന്നതിന് ഏതു ഏജൻസിയെയാണ് ചുമതലപ്പെടുത്തിയിരുന്നതെന്നു വ്യക്തമാക്കുമോ;	(എ)	<b>കോന്നി മെഡിക്കൽ കോളേജിലെ വിദ്യാർത്ഥികളുടെ ഹോസ്റ്റലിലേക്കുള്ള ഫർണിച്ചറുകൾ വിതരണം ചെയ്യുന്നതിന് കണ്ണൂർ, M/s Rubco എന്ന ഏജൻസിയെയാണ് ചുമതലപ്പെടുത്തിയിട്ടുള്ളത്.</b>
(ബി)	ആകെ എത്ര രൂപയുടെ ഫർണിച്ചറുകൾ ആണ് ഹോസ്റ്റലിലേക്ക് വാങ്ങുവാൻ ഉദ്ദേശിച്ചിട്ടുള്ളതെന്നും ഏതു ഫണ്ട്/അക്കൗണ്ടിൽ നിന്നുള്ള തുക ചെലവഴിച്ചാണ് ഇവ വാങ്ങുന്നതെന്നും വ്യക്തമാക്കുമോ;	(ബി)	1.39 കോടി രൂപയുടെ ഫർണിച്ചറുകൾ ആണ് ഹോസ്റ്റലിലേക്ക് വാങ്ങുവാൻ ഉദ്ദേശിച്ചിരുന്നത്. കെ.എം.എസ്.സി.എല്ലിൽ പാർക്ക് ചെയ്തിരുന്ന 1.39 കോടി രൂപ വിനിയോഗിച്ച് കോന്നി മെഡിക്കൽ കോളേജിലെ ഹോസ്റ്റലിലേക്ക് ആവശ്യമായ ഫർണിച്ചറുകൾ റബ്കോയിൽ നിന്നും വാങ്ങുന്നതിന് 14/09/2023 തീയതിയിലെ സ.ഉ (സാധാ) നം. 2334/2023/ആ.ക.വ നമ്പർ സർക്കാർ ഉത്തരവ് പ്രകാരം ഭരണാനുമതിയും ക്രയാനുമതിയും നൽകിയിട്ടുണ്ട്.
(സി)	ഫർണിച്ചർ വിതരണം ചെയ്യാൻ ഏൽപ്പിച്ച ഏജൻസിക്ക് എത്ര തുക മുൻകൂറായി നൽകിയിട്ടുണ്ട്; ഏജൻസി ഫർണിച്ചറുകൾ പൂർണ്ണമായും ഹോസ്റ്റലിൽ വിതരണം ചെയ്തിട്ടുണ്ടോ; ചെയ്തിട്ടില്ലെങ്കിൽ വിതരണത്തിലെ കാലതാമസത്തിന്റെ കാരണം സംബന്ധിച്ച് പ്രസ്തുത ഏജൻസിയോട് വിശദീകരണം ആവശ്യപ്പെട്ടിട്ടുണ്ടോ;	(സി)	മുൻകൂറായി തുക നൽകിയിട്ടില്ല. വിതരണ ഉത്തരവ് പ്രകാരമുള്ള ഫർണിച്ചറുകൾ വിതരണം ചെയ്തിട്ടുണ്ട്. ഫർണിച്ചർ വിതരണത്തിൽ കാലതാമസം വന്നിട്ടില്ല.
(ഡി)	ഫർണിച്ചറിന്റെ വർക്ക് ഓർഡർ ഏജൻസിക്ക് നൽകിയ ശേഷം എത്ര ദിവസത്തിനുള്ളിൽ ഫർണിച്ചറുകൾ കോളേജ് ഹോസ്റ്റലിൽ വിതരണം ചെയ്യണമെന്നാണ് എഗ്രിമെന്റിൽ രേഖപ്പെടുത്തിയിട്ടുള്ളത്; എഗ്രിമെന്റിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ;	(ഡി)	ഏജൻസി നൽകിയ എഗ്രിമെന്റ് പ്രകാരം 90 ദിവസത്തിനകം വിതരണം ചെയ്യണമെന്നാണ് കരാറിൽ വ്യവസ്ഥ ചെയ്തിരുന്നെങ്കിലും , ടി ഏജൻസി 45 ദിവസത്തിനകം തന്നെ പൂർണ്ണമായും ഫർണിച്ചർ വിതരണം ചെയ്തിട്ടുണ്ട് . എഗ്രിമെന്റിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.
(ഇ)	ഫർണിച്ചറുകൾ പൂർണ്ണമായും വിതരണം ചെയ്യാത്തത് മൂലം മെഡിക്കൽ കോളേജിലെ വിദ്യാർത്ഥികൾക്ക് ഹോസ്റ്റലിൽ താമസ സൗകര്യം ഒരുക്കുവാൻ	(ഇ)	ശ്രദ്ധയിൽപ്പെട്ടിട്ടില്ല.

സാധിക്കാത്തതു ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ടോ;  
വ്യക്തമാക്കാമോ?

സെക്ഷൻ ഓഫീസർ

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കേരളം KERALA

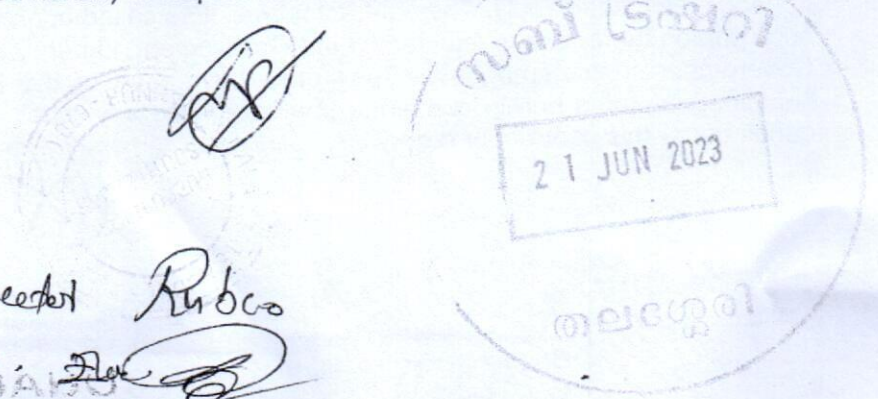
DH 728463

AGREEMENT

AGREEMENT executed on 15<sup>th</sup> September, 2023 between Kerala State Rubber Co-operative Ltd., (RUBCO), South Bazar, Kannur (hereinafter called "the Contractor") and the Governor of Kerala (hereinafter called "the Government").

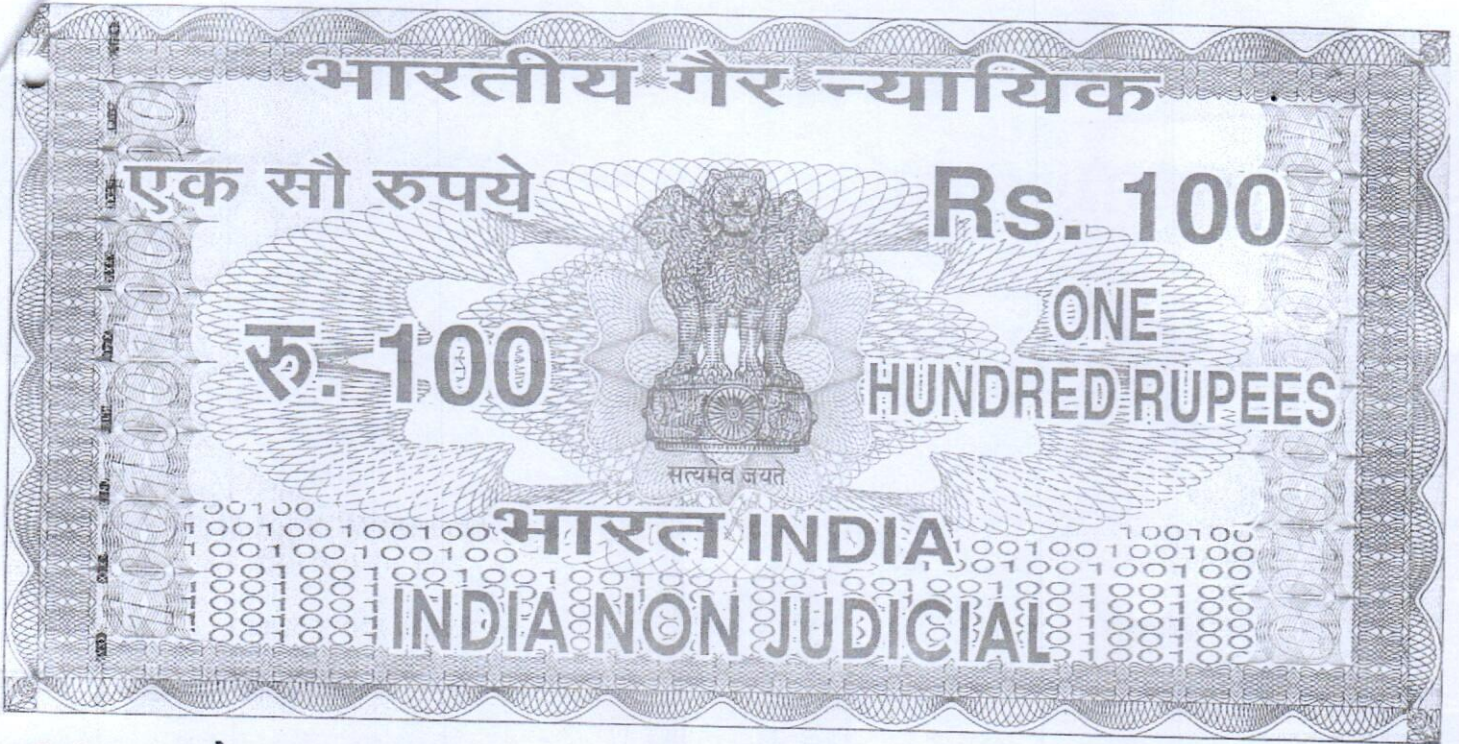
WHEREAS the Contractor has tendered for the supply of articles for the use of the Government as per tender Notification No. ....dated ..... published at pages ..... of part .....of the Kerala Government Gazette dated ..... which tender notification shall form part of this Agreement as if incorporated herein.

"AND WHEREAS the Government/Purchasing Officer have/has been pleased to accept the offer subject to the conditions stipulated in the Order No.CI/1044/2023/GMCKNI dated 15/09/2023 of The Principal, Govt. Medical College Konni, Pathanamthitta (which shall form part of this agreement as if incorporated herein) in respect of the articles mentioned therein."



15/09/2023  
23/6/2023

Managing Director Rubco  
Kannur. Fla.



കേരളം കേരള KERALA

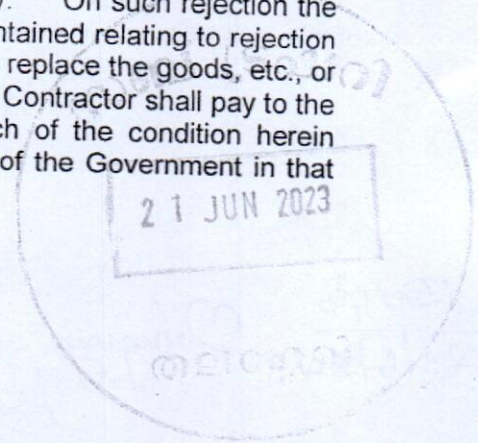
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NOW THESE PRESENTS WITNESS AS FOLLOWS

(a) In cases where along with the tender samples have been forwarded to the Government and the samples approved, the Contractor agrees to supply the materials according to the approved sample. In other cases the Contractor agrees to forward samples to Government for approval if so required and then to supply materials according to such approved samples. When the samples are not required, the Contractor agrees to supply according to standard specifications. Samples forwarded by the Contractor to the Government will not be paid for and shall be the property of Government but the Government are at liberty to return them to the Contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the Government to see if the supplies made are according to the approved samples. (a) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached herewith and the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of one year from the date of delivery of the said goods to Government and that notwithstanding the fact that the Government may have inspected and/or approved the said goods, if during the aforesaid period of one year the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Government in that behalf will be final and conclusive) the Government will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the contractor's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The contractor shall if so called upon to do replace the goods, etc., or such portion thereof as is rejected by the Government. Otherwise the Contractor shall pay to the Government such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Government in that behalf under this contract or otherwise.

1524  
23/6/2023

Managing Director  
V. BAJU



2. Requests for enhancement of rates once accepted will not be considered except where Government have prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstance, conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the Contractor or attached with the contractors' tender or any other letter or paper from the Contractor will not govern this contract nor bind the Government in any manner whatsoever unless such terms have been expressly accepted by the Government in writing.

3. The articles and quantities to be supplied are shown in the copy of the Order No.CI/1044/2023/GMCKNI dated 14/09/2023 (The contractor agrees to Supply the quantities of the articles shown in the order at the rate tendered by him for each article within the time fixed).

4. In the case of goods delivered by shipment, the Contractor, shall where the expected tonnage of goods is more than 200 tons, deliver the goods through the Trivandrum Port if so required by the Government.

5. The Contractor agrees that time is the essence of this contract and supply will be completed within 90 days from the date of confirmation of final designs/drawings if any.

6(a) If the Contractor defaults in the supply of all or any of the articles correctly and promptly as above the Government are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Government incur, in thus procuring such materials a higher cost than the agreed rate such excess cost may be deducted by the Government from the contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to Government.

(b) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

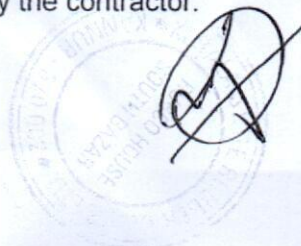
7(a) All payments to the Contractor for supplies effected satisfactorily will be made after scrutiny of his bills -

- (i) Either by departmental cheques payable at the Government Treasuries.
- (ii) Or by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their principal branches in India):

(iii) Or in the case of supplies from abroad by drafts or otherwise as may be agreed to.

(b) The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through Banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the bank (ie counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

8. All incidental expenses incurred by the Government for making payment outside the District in which the claim arises shall be borne by the contractor.



9. The contractor shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the Government. The Government shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or subject is given by the Government.

10. NOTWITHSTANDING the provisions contained in clause 5, the Government shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.

11. It shall be lawful for the Government from and out of any money for the time being payable or due to the Contractor from the Government under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the Government by reason of the cancellation of the contract.

12. The contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.

13. In case the supply of articles involves erection of machinery the contractor agrees that the machinery will be erected within the time and at the place specified by the Government/Purchasing Officer in that behalf. It shall also be the duty and responsibility of the contractor to see that the machinery thus erected is in good working condition to the satisfaction of the person duly authorized by the Government/Purchasing Officer in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over.

**NOTE:** In the event of failure of the contractor to erect the machinery within the time and at the place specified by the Government/Purchasing Officer or in the event of the machinery failing to function properly during the guarantee period the amount spent by the Government and the loss sustained by the Government on this account by making alternative arrangements shall be recoverable from the contractor in the manner provided in Clause 15 hereunder.

14. The Contractor agrees that all sums found due to the Government under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the Government may deem fit. In deciding what sum of money is due to Government under or by virtue of this deed, the contractor agrees that the decision of the Government shall be final and conclusive and shall be binding on the contractor.



15. The Contractor agrees that any Sum of money due and payable to him from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

IN WITNESS WHEREOF the Contractor and Shri ..... (H.E. name and designation) for and on behalf of the Governor of Kerala have hereunto set their hands.

Signed, sealed and delivered by.....  
(Contractor)



In the presence of witness

(1)  Vinay. M. C.

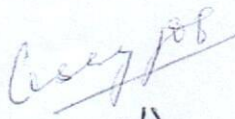
(2) Nimi. M  
Sr. Clerk. Nimi

Signed, sealed and delivery by Shri <sup>DOCESSY JOB,</sup> ..... PRINCIPAL (i/c) Govt. Medical College, Kanni;  
(H.E name and designation) for and on behalf of the Governor of Kerala.

In the presence of witness

(1)

(2)

  
PRINCIPAL (i/c)  
Govt. Medical College, Kanni  
Pathanamthitta 689 691

