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**GVK Emergency Management and Research Institute**

(A Public Private Partnership between GVK Group and Government of Chhattisgarh)

C/o New Government Dental College, Rajbandha Maidan, Opp. Escorts Hospital, Raipur-492001, CG

**Invitation of Bids for Medical Equipment**

Date: 24-01-2015

Tender No: CG/ME&ET/06/01/14-15

GVK Emergency Management and Research Institute, a pioneer in Emergency Management Services in India and a not - for - profit professional organization operating in the Public Private Partnership (PPP) mode (here in after referred as GVK EMRI), located at *New Government Dental College, Rajbandha Maidan, Opp. Escorts Hospital, Raipur-492001, CG*, invites bids from various suppliers including Manufacturers for procurement of various Medical Equipment as per details given below.

1. The list and detailed specifications of the material to be purchased along with formats for furnishing the information required from bidders participating in tender are as per annexures attached.
  - a. Annexure-1: Specifications of medical equipment along with List and Quantity of Medical Equipment required
  - b. Annexure-2: Format for quoting the prices
  - c. Declaration Certificate
2. The above mentioned tender document is available in the website of GVK EMRI ([www.emri.in](http://www.emri.in)) and can also be purchased in hard copy on payment of Rs.1000 (Rupees One thousand only) by way of a Demand Draft drawn in favour of "GVK Emergency and Management and Research Institute, Payable at Raipur, Chhattisgarh" from Mr. Sanjay Sinha, Department of Supply Chain Management, GVK EMRI-Chhattisgarh. Bidders who download the document from website have to submit the Demand draft at the time of tender submission.
3. Any supplier who is interested to supply in accordance with the requirements stated in the attached annexures should carefully read the tender document before filling, signing and returning the same to this office. You must also furnish at the time of tender submission all the information and documents as called for in tender, failing which your tender is liable to be rejected.
4. Important dates and deadlines for the tender are as below:
  - a. Price of Bidding document (Non refundable) : Rs. 1000
  - b. Postal Charges, inland: Rs. 200
  - c. Date of commencement of sale of bidding document: 2-Feb-2015

*INVITATION OF BIDS FOR PROCUREMENT VARIOUS MEDICAL EQUIPMENT*

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- d. Pre-bid conference: 11-Feb-2015
- e. Last date and time (IST) for sale of bidding document: 21-Feb-15 upto 12 Hrs.
- f. Last date & Time for Submission of Tender Document: 21-Feb-2015 up to 1PM
- g. Date of time (IST) for opening of tender document: 21-Feb-2015 at 2PM.
- h. Address for communication, receipt and venue of the bid opening:  
GVK Emergency Management and Research Institute  
(Department of Supply Chain Management)  
*New Government Dental College, Rajbandha Maidan,  
Opp. Escorts Hospital, Raipur-492001, CG*
5. The completed bids must be received at the office of GVK Emergency Management and Research Institute, Chhattisgarh, India, on or before time and date given above. It will be the sole responsibility of the bidder to ensure that their bid is received at the address specified above on or before the specified date & time mentioned.
6. Bids will be opened in the presence of Bidders/authorized representative(s) who choose to attend the bid opening on the specified date and time at the office of GVK EMRI CG at the address given above.
7. In the event of the last date specified for receiving and opening the bids being declared as a closed holiday for GVK EMRI's office, the last date for submission of bids and opening of bids will be the following working day at the same venue and time.
8. Bids may be evaluated separately for each line item.
9. The bid documents are non transferable.

***Head, Supply Chain Management***

***For and on behalf of***

***GVK Emergency Management and Research Institute, Chhattisgarh (Operations)***

**GVK Emergency Management and Research Institute**

*(A Public Private Partnership between GVK Group and Government of Chhattisgarh)*

*New Government Dental College, Rajbandha Maidan, Opp. Escorts Hospital, Raipur-492001, CG.*

**Tender Guidelines**

Date: 24-01-2015

Tender No: CG/ME&ET/06/01/14-15

**1. Definitions**

- a. PO – Purchase Order
- b. EMD – Earnest Money Deposit
- c. DD – Demand Draft
- d. BG – Bank Guarantee
- e. BC – Banker's Cheque
- f. Purchaser – GVK EMRI
- g. Tenderer – Bidders who have submitted Valid Tender Document
- h. Supplier – Successful Bidder (s), to whom, the tender quantity is distributed to
- i. SBU – Strategic Business Unit
- j. Sample – One piece manufactured / Supplied by bidder
- k. OEM – Original Equipment Manufacturer
- l. Bidder – OEM or Authorised Trading partner such as dealers / distributors

**2. Price Validity**

The prices quoted and quantities offered for supply in tender shall remain open for acceptance - 90 days from the date of bid opening.

**3. Price Schedule**

Prices shall be quoted as per the format enclosed at Annexure-2. Price will remain firm and fixed for all supply orders placed during the period of Rate Contract.

**4. Terms of Delivery**

The Tenderer shall be responsible to arrange safe delivery of goods, by rail/road at the delivery address given below. The rates quoted by the Tenderer should include all costs (including all kinds of taxes) for free delivery to consignee's site at destination i.e.

GVK Emergency Management and Research Institute  
Department of Supply Chain Management (Div: Stores)  
C/o. New Government Dental College, Rajbandha Maidan,

Opp. Escorts Hospital, Raipur-492001, CG.

**Contact Person:** Mr. Sanjay Sinha, SCM Department, Cell: +91-83700-18108.

**5. Qualification Criteria for Eligibility:**

- a. Primary manufacturers or their Authorized Distributors are eligible to participate in the tender. A “Primary manufacturer” is a manufacturer that performs all the manufacturing and processing operations needed to produce goods in their appropriate dosage form, including processing, blending, formulating, filling, packing, labeling and quality testing.
- b. The bidder must have manufactured or marketed the specific equipment offered against this Bid, for at least last three (3) years. If a product has been newly introduced in market, the approval of such product shall be at the discretion of technical committee.
- c. Past performance of the bidder should be submitted (Performance certificates issued by reputed institutions/hospitals shall only be accepted)

**6. GMP Certification**

The bidder must produce a Good Manufacturing Practice (GMP) certificate (issued by either WHO or Government of India) valid on the date of bid opening failing which such tender is likely to be rejected at the sole discretion of GVK EMRI CG.

**7. Bidder’s Profile**

Bidder should not have been convicted for any criminal or economic offences by any court in India or abroad.

**8. Code of Conduct**

Any bidder found violating the ethics of business and code of conduct at the time of tender evaluation/proceedings shall be disqualified.

**9. Annual Turnover**

Bidders shall have an average annual turnover of at least Rs. 50 Lacs during the last three years.

**10. Submission of Bid**

The Bid should be in a sealed cover super-scribed “**Tender for Supply of Medical Equipment**” and clearly mention Tender number and date.

The Super-scribed sealed cover shall consist of three sealed covers inside:

A. *Super scribed Sealed Cover A - Prequalification cover:*

- a. Earnest Money Deposit equivalent to 3% of bid value in the form of a DD drawn in favour of “GVK Emergency and Management and Research Institute, Chhattisgarh”
- b. IT returns and financial statements for last three years.
- c. Excise Duty/Sales Tax/VAT registration and clearance certificate.
- d. Copy of PAN/TAN.
- e. Relevant manufacturing licenses.
- f. Customer feedback opinions.

- g. Valid Authorization letters from the OEMs (in case of trading partners) for Supply & Participation in Tender.
- h. DD / Pay Order for Rs 2500 against application fee, for all Internet Downloaded tender bids.
- i. **Addresses and contact numbers of local service providers - Mandatory**

*B. Super scribed Sealed Cover B :Technical Specifications offered (Specifications of Equipment supplied and Pharmacological Agents ,*

*C. Super scribed Sealed Cover C: Price Bid as per format in Annexure-2*

#### **11. Bid Submission**

The Bid should be dropped in the box provided for this purpose at main reception of GVK Emergency Management and Research Institute, New Government Dental College, Rajbandha Maidan, Opp. Escorts Hospital, Raipur-492001, CG, India. Bids being sent through courier by outstation bidders should instruct the respective courier company to drop the sealed Tender document in the designated box kept at the reception.

#### **12. Bid Completeness**

The Bid should be properly page numbered, signed on each and every page and should be complete in all aspects. Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected.

#### **13. Declaration Certificate**

Bidder should sign the “Declaration certificate” provided in the tender form accepting that they have read and understood, all the Terms and Conditions stipulated for in the Tender, and are willing to abide by these tender terms and conditions”, before submitting the tender document. Tenders submitted without the Signed declaration certificate will be considered incomplete and will not be considered at the sole discretion of GVK EMRI.

#### **14. EMD Amount / Performance Guarantee**

Each tender form should be accompanied by EMD amounting to 3% of bid value in the form of Demand Draft in favor of GVK EMRI-Chhattisgarh payable at Raipur. EMD may be exchanged for a Bank Guarantee for the successful bidder at the time of release of Purchase order at the sole discretion of GVK EMRI. For L2, EMD would be returned after due acknowledgement (from L1) of the confirmation of PO and delivery schedules. For L3 onwards, the DD will be sent back, in a stipulated time of 14 working days from the date of finalization of tender. A performance bank guarantee amounting to 10% of value of order will have to be provided by successful bidders before release of Purchase order (either in the form of a DD or a bank guarantee as per standard format of GVK EMRI)

#### **15. Price**

- a. All Quotes shall be in Indian Rupees inclusive of all taxes and duties, as applicable.
- b. All freight costs & Transit insurance are to be borne by the bidder.

- c. If more than one bidder has quoted exactly the same price in their bids, and if it has become the Lowest Bid (L1), the decision of the Purchaser is final to allocate the schedule quantity between the L1 bidders.

**16. Technical Evaluation**

- a. Technical evaluation of the items tendered will be done by a Technical Committee constituted by the GVK EMRI in consultation with officials from Commissioner, Health & Family Welfare or any other competent authority as designated by the Government of Chhattisgarh.
- b. Tenders submitted with technical specifications confirming with those mentioned in this tender form will only be considered.
- c. The Price bids of vendors who are successful in Technical Evaluation only would be considered and bids of others will not be opened.
- d. In case, if Technical Committee is not convinced with any of the specific items in one annexure with respect to Quality parameters, then it is Committee's decision whether to opt for Item-wise ( in the same annexure) quality evaluation and qualify multiple bidders for the same annexure or not.
- e. The decision of the Committee formed by Purchaser would be final.
- f. Nothing in ANY OF THE CLAUSES OF THIS CONTRACT shall in anyway release the Supplier from any warranty or other obligations under this contract.

**17. Place Of Inspection**

All the evaluation and inspection will be done at the venue of tender opening i.e. GVK EMRI CG Campus at New Government Dental College, Rajbandha Maidan, Opposite Escorts Hospital, Raipur, Chhattisgarh or at any other place that would be informed in advance to the bidders. In an event of no communication, it is deemed that place of tender opening shall be the place of inspection.

**18. Samples For Inspection**

All bidders shall arrange for the samples. Hence, the bidders are advised to be prepared on the day of tender opening. Submission of samples for technical evaluation is mandatory irrespective of previous affiliation/approvals at other GVK EMRI units.

**19. Commercial Evaluation**

- a. Bids of the bidders who qualify the Technical Bids will be opened in the presence of Bidders / representatives.

**20. Quantity Allocation To Successful Bidders**

Each Delivery Schedule of Requirement incorporated in the tender enquiry document will be ordered from Lowest Responsive Bidder (L1). However, it is purchaser's decision to assess the capacity of the L1 bidder to support the requirement. In case, if the purchaser feels that the entire quantity cannot be allocated to L1, it may happen that, the rest of the business will be dealt with L2 and so forth, in the order of Price Bids subject to acceptance to supply at L-1 price.



**21. Authorization For Signing Documents**

- a. The person who is signing the tender document should be an authorized signatory of the respective supplier's organization and shall carry an authorization letter on company's letter certified by a person not below the rank of a General Manager/CEO/Director/Other Senior level position.
- b. All agents who are participating in the tender on behalf of a manufacturer/distributor shall have valid "Authorization letter" in original duly signed by the manufacturer/distributor.

**22. Responsibility For Performance Of Contract**

The Supplier shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract. The Supplier shall not sublet, subcontract, transfer or assign the contract without the written permission of the Purchaser. In case, permission is given by the purchaser, Supplier shall be liable to any loss/damage/quality and timely delivery which the Purchaser may sustain in consequence or arising out of such subletting of the contract.

**23. Supplier Responsibility**

The supplier / manufacturer here by undertake to be responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Purchaser at its works or other place of final destination. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy or damage, the Purchaser will be entitled (not-with-standing that the property of goods shall have passed on to the company) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the supplier, reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the supplier for the due fulfillment of the contract as also to recover any amount, if already paid.

**24. After sales support and availability of spare parts.**

- a. Details of local service provider are to be provided which should include
  - i. Name and contact number of the person
  - ii. Physical address of the service provider
- b. Supplier undertakes to ensure availability of all spare parts for the equipment supplied for a period of three (03) years from the date of supply.
- c. All the complaints lodged are to be attended ON SITE within a period of 48 hours from the date of written complaint. Failure to attend to service complaint due to any reason will not only result in forfeiture of EMD/PBG but also liable for blacklisting the supplier from participating in any of GVKEMRI tenders across India.

**25. Responsibility For Proper Packing**

- a. Where ever required the supplier /manufacturer shall be responsible for the items being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination.
- b. Marking of Packages, Packing: Each package delivered under the contract shall bear the following:-
  - Name of the Supplier
  - PO Number
  - Consignee’s name and address
  - Description and quantity of contents
  - Gross weight, Net weight,
  - Distinctive number or mark which is also to be shown, for the purpose of identification, on the suppliers packing list
  - Manufacturing and Expiry dates

**26. Delivery**

- a. Timely delivery is the essence of the contract and must be completed as per the dates specified therein.
- b. The Supplier shall deliver items in strict accordance with the delivery terms indicated therein.
- c. Notification of delivery or dispatch in regard to each and every consignment shall be made by the Supplier to the Department of Supply Chain Management.(Div Chhattisgarh-Stores).
- d. If there is shelf life attached to any of the items that are mentioned in the tender, the Supplier shall ensure the 75% of the shelf life to be left out with the goods at the time of delivery at the Purchaser’s location. Otherwise, the Purchaser is liable to return to inward the consignment.
- e. In case if the L1 defaults or if only one bidder participates in the tender, the decision of tender committee whether to proceed with L2 or to retender is final.

**27. Penalty Clause**

Should the Supplier fail to deliver the items or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his/ her option, to the following value of material not delivered. The maximum penalty in any case cannot cross 5 % of PO value for the undelivered portion.

|                                     |                              |
|-------------------------------------|------------------------------|
| Up to 7 Days from Delivery Due Date | 0.25% Per Unit value Per Day |
| From 8th day to 15th Day            | 0.50% Per Unit Per value Day |

|                           |                              |
|---------------------------|------------------------------|
| From 16th day to 22nd Day | 0.75% Per Unit Per value Day |
| From 23rd day to 30th Day | 1.00% Per Unit Per value Day |
| Above 30 Days             | 5.00% Per Unit Per value Day |

**28. Risk Purchase**

If the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action , at the risk & cost of the supplier for the unsupplied portion of the goods / items without canceling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery, and, if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply. It is the discretion of GVK EMRI either to levy penalty clause and accept delayed deliveries or proceed with the alternate procurement plan invoking the risk purchase clause.

**29. Ethics**

Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall make the tender submitted by that tenderer liable for rejection/disqualification.

**30. Quantity Of Delivered Items**

- a. If the Quantity received by the Target Delivery date is less than the PO Scheduled quantity, then the Physical quantity received will be the quantity certified by the Purchaser.
- b. If the quantity received is more the PO quantity, the excess quantity shall not be paid for, by the Purchaser. In such a case, it is left to the discretion of the purchaser to adjust the differential quantity of excess, against future supplies.
- c. In case of any supply quantity with upper and lower tolerance of over 5%, GVK EMRI will have the right to accept or reject the material immediately.

**31. Taxes, Duties And Levies**

- a. Tenderers must clearly mention their Sales Tax Registration, Excise Control Code Number (ECC) & TIN/ SRIN in their offers and invoices.
- b. Sales Tax / VAT, Excise Duty, Countervailing Duty (CVD), Entry Tax, Service Tax (ST), etc. shall be clearly mentioned in the offer indicating the applicable rates.
- c. In case if there is a decrease in the Statutory Taxes / Duties / Levies, the same has to be passed to the Purchaser.

**32. Indemnity**

- a. The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the items, for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply from whatever cause arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfillment of the contract.
- b. Supplier agrees to indemnify, defend and hold GVK EMRI and its officers, directors, employees, agents, its parent, partially or wholly owned subsidiaries, franchisees, successors and assigns harmless from and against any and all liability, losses, damages, claims, liens, expenses or causes of action including, but not limited to reasonable legal fees and expenses that may be incurred by GVK EMRI, arising directly or indirectly out of, or in connection with, Supplier's violation or breach of any of the terms of this Agreement or any act or omission to act by Supplier in violation of this Agreement. GVK EMRI shall provide Supplier with prompt written notice of any claim for which indemnification is sought and shall have the right to participate in the defense of any such claim.
- c. GVK EMRI agrees to indemnify, defend and hold Supplier and its officers, directors, employees, agents, its parent, partially or wholly owned subsidiaries, franchisees, successors and assigns harmless from and against any and all liability, losses, damages, claims, liens, expenses or causes of action including, but not limited to reasonable legal fees and expenses that may be incurred by Supplier, arising directly or indirectly out of, or in connection with, GVK EMRI's violation or breach of any of the terms of this Agreement or any act or omission to act by GVK EMRI in violation of this Agreement. Supplier shall provide GVK EMRI with prompt written notice of any claim for which indemnification is sought and shall have the right to participate in the defense of any such claim.

**33. Quality Assurance**

- a. Supplier represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of GVK EMRI, and as they may be amended from time to time on mutually agreeable terms. Supplier further represents and warrants that the Product shall be produced, manufactured, stored and shipped by Supplier in strict compliance with all applicable central, state and local laws.
- b. Supplier shall maintain the highest standard of quality in the Product production process. Supplier shall follow and abide by all directions, requests, suggestions or instructions of GVK EMRI regarding the quality standards required by GVK EMRI in connection with the manner of production, manufacture, Packaging, storage and delivery of the Product.
- c. Supplier agrees to permit and facilitate GVK EMRI or its agent to inspect the facilities where the Product is being produced and packaged at all times, without prior notice, and in GVK EMRI's sole discretion.

- d. At delivery, GVK EMRI in its sole discretion may reject any Product produced or manufactured by Supplier for any reason, including, but not limited to defects, or failure to meet GVK EMRI's quality standards, etc.
- e. Supplier shall assemble the parts of kit as authorized in writing by GVK EMRI. Any proposed changes to either quality or number of parts of kit by Supplier must be made in writing to GVK EMRI and GVK EMRI, in its sole and absolute discretion, may accept or reject any proposed ingredient changes.

#### **34. Warranties and Obligations**

- a. Supplier irrevocably offers warranty of the product against any manufacturing defects and replaces the defective product within (as applicable) from the date of notice and further contamination of material.
- b. Supplier represents and warrants that the methods and processes used to produce the Product does not, to the best of its knowledge and belief, infringe any valid right of any third party.
- c. Supplier represents and warrants that it will use its best efforts to produce and distribute the Product in accordance with the terms and conditions of this Agreement.
- d. Supplier shall be solely responsible for the production and distribution of the Product and will bear all related costs associated therewith, except as otherwise provided in this Agreement.
- e. The supplier must replace, free of charge, any items which owing to defect in design, and material or workmanship fail or show signs of failure in the stipulated warranty period.
- f. Replacing the defective items should be done immediately within 5 working days, irrespective of root cause; subsequently, root causing to be done and warranty rules to be implicated.

#### **35. Compliance of the Laws of the land**

- a. Supplier shall comply with all state and local laws and regulations regarding the Product manufacture and production, shall obtain all necessary licensing for the operation of its business and the production and manufacture of the Product, and shall further comply with all quality control standards promulgated by GVK EMRI from time to time.

#### **36. Documentation requirements**

Supplier has to send the following documents along with the shipment.

- a. Invoice in original along with one additional copy, both duly signed and stamped by Supplier.
- b. Original Packing list.
- c. A copy of Purchase order raised by GVK EMRI

#### **37. Product Withdrawal**

- a. If it is deemed necessary at any time by either GVK EMRI or Supplier or any local, state, or central governmental agency or any other competent authority to recall or withdraw the product produced by Supplier and being supplied to GVK EMRI, either as a result of failure of the product or Supplier to strictly comply with GVK EMRI's quality standards or any governmental health rule or regulation, or shall fail to comply with any other governmental authority or agency having jurisdiction, supplier shall bear all costs and expenses incurred by it and/or in complying with the recall or withdrawal procedures, unless (and only then to the extent) such recall or withdrawal is solely the result of the negligence or misuse by GVK EMRI.
- b. Any liabilities or claims either legal or financial, arising out of use of such defective material which need to be withdrawn/recalled, shall be borne by the supplier.
- c. GVKEMRI will at its sole discretion may either accept or reject the recalled/withdrawn product after subsequent rectification of the fault in the product, subject to clearance and acceptance by the technical committee. In case of rejection by GVKEMRI, any payments made to supplier shall be refunded to GVKEMRI within 5 working days from the date of written notice by GVKEMRI. If entire Purchase order quantity has not been delivered, GVKEMRI, may, at its sole discretion either cancel or postpone the balance quantity and shall not be liable to pay to vendor for the balance quantity.
- d. If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the GVK EMRI or any federal, state or local authority, GVK EMRI shall take such action as it deems necessary to recall or withdraw the product from field (Ambulances in the field) and Supplier shall immediately reimburse for the costs and expenses incurred.

**38. Product Allocation and Stocking**

- a. In the event there is an emergency shortage of the product due to any foreseen or unforeseen reasons, as announced by Supplier or its designated representative, Supplier shall stand ready to stock adequate quantities of the Product so that scheduled supplies to GVK EMRI should not suffer for the full contract period. In an event of Supplier failing to supply the material in ordered quantities and as per time schedules, GVK EMRI reserves the right to procure the product of same or superior quality at same or higher price from an alternate supply source and any difference in cost of procurement shall be debited to Supplier.

**39. Trademarks**

- a. Supplier shall not, without prior written consent of GVK EMRI use the trademarks or service marks or sales marks of GVK EMRI in any manner whatsoever, unless, and then only to the extent, such use is authorized by GVK EMRI in writing and then only in accordance with GVK EMRI's directions or specifications. If any vendor is found violating the trademarks of GVKEMRI, GVKEMRI may cancel the purchase order and initiate legal action against the supplier.

**40. Intellectual Property, Proprietary Knowledge and Confidential Information (Excluding the information in the Public Domain)**

- a. Supplier acknowledges that in connection with this Agreement, GVK EMRI may disclose to Supplier, or Supplier may otherwise obtain or develop knowledge of certain confidential and proprietary information of GVK EMRI, including, but not limited to, trade secrets, intellectual property, future business plans and services, financial, sales, Supplier, customer, employee, investor, or other business information related to the business and activities of GVK EMRI.
- b. All such information is hereby designated by GVK EMRI to be Confidential and Proprietary Information. Supplier acknowledges and agrees that Confidential and Proprietary Information shall not be disclosed by Supplier or any of Supplier's employees, representatives, agents or contractor's without the express written permission of GVK EMRI. Notwithstanding the foregoing, Supplier, during the term of this Agreement, and in order to carry out its obligations under this Agreement may disclose Confidential and Proprietary Information to its EMPLOYEES solely for the purpose of performing its obligations under this Agreement, and only on a "need to know" basis. Supplier agrees that all of its employees receiving any Confidential and Proprietary Information shall enter into a separate written confidentiality agreement with Supplier that ensures the employee will comply with the confidentiality provisions of this Agreement. A copy of each such confidentiality agreement shall be provided to GVK EMRI.
- c. All Confidential and Proprietary Information shall remain confidential until GVK EMRI designates it as non-confidential or until the information becomes public through no fault of the Supplier.
- d. Supplier shall not be liable for the disclosure of Confidential and Proprietary Information if made in response to a valid order of a court or authorized agency of government; provided that fifteen (15) days notice first be given to the GVK EMRI so that a protective order, if appropriate, may be sought by GVK EMRI.
- e. Supplier agrees that in the event Supplier or any of its employees, contractors, representatives, or agents breach the provisions of this Article, such breach or threatened breach would cause irreparable harm to GVK EMRI, and in such instance, GVK EMRI shall be entitled to injunctive and other equitable relief to prevent such breach or to remedy any actual breach.

**41. Termination**

- a. GVK EMRI's Right to Terminate for Cause.
  - i. GVK EMRI shall have the right to immediately terminate this Agreement by giving a written notice to Supplier in the event that Supplier does any of the following:

- Fails to continuously produce and supply the Product for four consecutive weeks from the date of target delivery date.
  - Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or Supplier discontinues its business or a receiver is appointed for Supplier or for Supplier's business and such receiver is not discharged within thirty (30) days;
  - Fails to obtain or maintain product liability insurance in the amount and type provided for herein
  - Breaches any provision of this Agreement, and fails to cure such breach within seven (7) days after it receives a written notice of breach from GVK EMRI.
- ii. GVK EMRI'S Right to Terminate without Cause.
- GVK EMRI shall have the right to terminate this Agreement upon thirty (30) days written notice to Supplier.
- iii. Supplier's Right to Terminate.
- Supplier shall have the right to terminate this Agreement at any time after the first 6 months of the Term by giving a thirty (30) days prior written notice to GVK EMRI.

#### **42. Infringements**

- a. Supplier agrees to fully cooperate with GVK EMRI in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. The GVK EMRI shall reimburse the SUPPLIER for any reasonable expenses incurred as a result of such cooperation.

#### **43. Governing Law; Dispute Resolution**

- a. This Agreement shall be governed by, and construed in accordance with, the laws of the India; without regard to conflict of law principles, and under jurisdiction of Raipur (Chhattisgarh) and language shall be English.

#### **44. Notice**

- a. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally or by a nationally recognized overnight courier service, or mailed by certified or registered mail, return receipt requested, to the other party at its address as set forth at the top of this Agreement.
- b. All such notices shall be effective upon delivery or upon refusal to accept delivery.
- c. Either party may change the address to which notice is to be sent by written notice to the other in accordance with the provisions of this paragraph.



**45. Miscellaneous**

- a. The parties to this Agreement are independent contractors. Nothing contained herein shall constitute this arrangement to be employment, a joint venture, a partnership, a franchise or an agency between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- b. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.
- c. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or operation of any other term, clause or provision, and such invalid or unenforceable term, clause or provision shall be deemed to be severed from the Agreement.
- d. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.
- e. Bidders or employees of bidder cannot claim or construed as employees of GVK EMRI.

**46. Force Majeure**

- a. If either the Supplier or GVK EMRI be prevented from discharging its or their obligation under this Agreement by reason of arrests or restraints by Government or people, war, blockade, revolution, insurrection, mobilization, strikes, civil commotions, Acts of God, Plague or other epidemics, destruction of the product by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding two months, during which production, loading or discharge is prevented by any such causes as hereinabove mentioned. The party invoking protection under this clause shall within 2 (two) days of the occurrence of force majeure causes put the other party on notice supported by self certificate and documentary evidence of such incident and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the force majeure causes.
- b. Should there be any interruptions in the delivery of the product due to force majeure circumstances hereinabove, it is hereby mutually agreed between GVK EMRI and the Supplier that the period of off take of the Product by GVK EMRI /period of delivery of the Product by the Supplier may be, at the sole discretion of GVK EMRI, extended by a period not exceeding two months, equal to the actual duration of the causes interrupting the off take by the GVK EMRI and/or delivery of the product by the Supplier PLUS a period of one week to enable the affected party to make suitable arrangements for normalization of shipments.

**47. Liability of GVKEMRI**

It is expressly understood by, between GVKEMRI and suppliers that all the operational costs (including the Capital purchases) of running the ambulances are borne by the respective state governments. While GVKEMRI would endeavor to release the vendor payments on time, it is understood and agreed between GVKEMRI and supplier that, in an event of delay from respective state governments in timely release of funds, suppliers would not hold GVKEMRI directly responsible for such a delay and GVKEMRI shall not be directly liable for any penalties, financial or legal, arising out of such delay in release of vendor payments beyond GVKEMRI's control. However any interest charges and penalties levied by suppliers on account of such delayed payments would be put up by GVK EMRI to respective state governments for their approvals and paid to suppliers as soon as they are received from the respective state governments.

**48. Dispute Redressal Committee**

- a. All disputes can be addressed by amicable settlement by committee constituted by COO –GVK EMRI, Chhattisgarh.

**49. Declaration by the Tenderer**

- a. The Tenderer shall be required to declare whether the proprietor or any partner of the firm or Director of their company as the case may be, has any relation with any employee working with the Purchaser and if so, give the name of the employee and the relationship

**50. Waiver**

- a. Failure to operate or to enforce any condition under this Contract shall not operate as a waiver of the condition itself or any subsequent breach thereof.

**51. Payment Terms**

- a. GVK- EMRI Gives assurance for payment and will be made within 30 days of delivery, inspection and acceptance of material followed by the acceptance and submission of invoice.
- b. The bidder should submit the bills/invoices with delivery challan and order copy with satisfactory inspection report of the designated Technical Committee after Delivery duly signed and accepted should be submitted at GVK EMRI, Chhattisgarh Office in original. Three copies of each document should be made and one copy handed over to the authority at delivery site.

**52. Fall Clause**

- a. The prices quoted for the material supplied under this tender by the Supplier shall in no event exceed the lowest price (Excluding taxes) at which the Supplier sells or offers to sell similar material in similar volume of identical description to any person(s)/organization(s) including the Purchaser or any other GVK EMRI office located

at any other place in India. If at any time during the said period, the supplier reduces the sale price (Excluding statutory), sells or offers to sell such stores to any person(s)/organization(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer to sale to the Purchaser and the price payable under the contract for the material supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. However, if there is any change on the logistics cost, or raw material cost which in turn is affecting the price of product, GVKEMRI may at its sole discretion may approve such increase in price. Such increase in price, shall not apply to prices quoted in the bid or prices mentioned in the purchase order.

**53.** GVK EMRI Chhattisgarh reserves the right to cancel the tender/order any point of time at its own discretion and decision of GVK EMRI Chhattisgarh is final and binding on all bidders.

**54.** I/We conveys unconditional acceptance to all the terms and conditions specified herein.

**Signature of the Tenderer**

**Name in Block Letters**

**Capacity in which tender is signed**

**Address in full**

**Phone No**