

## **INVITATION OF BIDS FOR SUPPLY OF BODY FREEZER BOXES 50 Nos.**

### **GVK Emergency Management and Research Institute**

(A Public Private Partnership between GVK EMRI and Government of Telangana )

Devar Yamzal, Medchal Road, Secunderbad – 500 078

Phone No: 040-23462222, 09246202214 email: satyanarayana\_komatineni@emri.in

### **Invitation of Bids for Supply of 50 Numbers of Body Freezer boxes including fitting in the vehicle**

Tender No: GVKEMRI/TS/01/SCM/2016-17

Dated: 19.04.2016

1. GVK Emergency Management and Research Institute on behalf of Government of Telangana invite bids from various suppliers for supply of Body Freezer boxes including fitting in the vehicle, along with specifications *as per Annexure-1*.
2. The list and detailed specifications of freezer boxes to be purchased and other formats for furnishing the information required from bidders participating in tender are as per annexures attached.
  - a. Annexure-1: Specifications of Body Freezer box.
  - b. Annexure-2: Format for quoting the prices.
  - c. Annexure-3: Declaration Certificate.
  - d. Annexure-4: Vendor information form
3. The tender document with all the details 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.500/- (Rupees Five Hundred only) by way of a Demand Draft drawn in favour of "GVK Emergency Management and Research Institute, Secunderabad" from Mr. Madhusudhan Mob. No. 90000 18912, Department of SCM Telangana. Bidders who download the document from website have to submit the Demand draft at the time of tender submission.
4. 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. The bidder must also furnish all the Information and documents as called for in tender at the time of tender submission, failing which the tender is liable to be rejection at sole description of procurement committee.

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5. Important dates and deadlines for the tender are as below:
  - a. Price of Bidding document (Non refundable) : Rs. 500.00
  - b. Last date and time(IST) for submission of bidding document: **28.04.2016, 10.00pm**
  - c. Date of time (IST) for opening of tender document: **28.04.2016 at 11.00pm**
  - d. Address for communication, receipt and venue of the bid opening:  
GVK Emergency Management and Research Institute  
Devar Yamzal, Medchal Road, Secunderabad – 500 078
6. The completed bids must be received at the office of GVK Emergency Management and Research Institute, Secunderabad, Telangana 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.
7. 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 at the address given above.
8. 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.
9. The bid documents are non transferable.

**Head, Supply Chain Management- TS**  
**For and on behalf of**  
**GVK Emergency Management and Research Institute,**

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### ***GVK Emergency Management and Research Institute***

#### **Tender Guidelines**

Tender No: GVKEMRI/TS/01/SCM/2016-17

Dated: 19.04.2016

1. DEFINITIONS:

- a. PO – Purchase Order
  - b. EMD – Earnest Money Deposit
  - c. DD – Demand Draft
  - d. PBG –Performance Bank Guarantee
  - e. Purchaser – GVK EMRI
  - f. Supplier – Successful Bidder (s), to whom, the tender quantity is distributed
  - g. Sample – One piece manufactured / Supplied by bidder
  - h. OEM – Original Equipment Manufacturer
  - i. Bidder – OEM or Authorised Trading partner such as dealers / distributors
  - j. UOM – Unit of Measurement
  - k. Committee - consisting of members representing from GVK EMRI and Govt. OF Telangana.
2. Price Validity: The prices quoted for supply in tender shall remain open for acceptance one year from the date of bid opening.
3. FORMAT OF BID: 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 at the delivery address given below. The rates quoted by the Tenderer should include all costs for free delivery to the site in Hyderabad or at below mentioned address
- GVK Emergency Management and Research Institute  
Department of Supply Chain Management (Div: Stores)  
Devar Yamzal, Medchal Road, Secunderabad-500 078
5. QUALIFICATION CRITERIA FOR ELIGIBILITY OF FIRMS
- Primary manufacturers or their Authorized Distributors are eligible to participate in the tender.
6. Bidder should not have been convicted for any criminal or economic offences by any court in India or abroad.

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7. SUBMISSION OF BID-The Bid should be in a sealed cover super-scribed “Tender for Supply of Freezer Boxes” 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* : documents to be strictly arranged as per sequence mentioned below
    - a. Tender fees of Rs. 500/- by way of DD.
    - b. Earnest Money Deposit (EMD) by way of Demand Draft only.
    - c. Excise Duty/Sales Tax/VAT/ Service tax registration certificate.
    - d. Copy of PAN Card
    - e. Signed and Stamped tender document on all pages.
  - B. *Super scribed Sealed Cover B: Technical Specifications offered – Signed copy of our equipment specifications document will be sufficient, if there are no deviations.*
  - C. *Super scribed Sealed Cover C: Price Bid as per format in Annexure 2. Bids are liable for rejection at sole discretion of GVKEMRI if prices are not quoted as per format provided.*
8. The Bid should be dropped in the box provided for this purpose at main reception of GVK Emergency Management and Research Institute, Devar Yamzal, Medchal Road, Secunderabad – 500 078, 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.
9. The Bid should be properly page numbered, signed on each and every page and should be complete in all aspects.
10. Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected at sole discretion of committee.
11. Bidder should sign the “Declaration certificate” (Annexure-3) 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.
12. VALIDITY OF TENDER/ PERIOD OF CONTRACT: The prices quoted are offered in tenders shall remain valid for a period of one year from the date of opening of bids.
13. EMD AMOUNT: Bidder should submit 2% of amount on the quoted value in the tender document price bid by way of Demand Draft only. However the evaluation/calculation of the EMD@ 2% of the price bid would be taken up at the time of opening of price bid. In case of variance the bid is subject to disqualification at the sole discretion of committee. Each tender form should be accompanied by EMD amount, as applicable in the form of Demand Draft in favor of “GVK emergency Management and Research Institute – Telangana”. For L2 Vendor, EMD would be

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returned after due acknowledgement (from L1) of the confirmation of PO and delivery schedules. For L3 onwards, the EMD will be sent back, in a stipulated time of 30 working days.

14. Performance Bank Guarantee: Selected L1 vendor has to furnish a PBG for 2% of value of order as per GVKEMRI standard PBG format within 15 working days of tender closing date. The PBG shall be valid for one year. Failure of selected vendor to furnish PBG within stipulated time will automatically result in forfeiture of EMD without any further notice. After receipt of PBG, EMD amount will be returned to successful bidder.
15. Successful bidder can opt to keep EMD in lieu of PBG.
16. PRICE
  - a. All Quotes shall be in Indian Rupees
  - 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 committee is final to allocate the schedule quantity between the L1 bidders.
  - d. All prices should be quoted as per Annexure-2; else all such bids are liable to be rejected at the sole discretion of committee.
  - e. If there is only one bidder the price will not be disclosed. The committee will go ahead with shopping model.
  - f. The market Price will be compared with the L1 price and if the L1 prices are more than market price, GVKEMRI has right to cancel the bid.
  - g. If no bidder participated, the committee will go ahead with shopping model, where three quotations will be obtained and price negotiated with the lowest quoted vendor and purchase order will be released.
17. TECHNICAL EVALUATION
  - a. Technical evaluation of the items tendered will be done by a Technical Committee.
  - 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. Nothing in ANY OF THE CLAUSES OF THIS CONTRACT shall in anyway release the Supplier from any warranty or other obligations under this contract.
18. PLACE OF INSPECTION – All the evaluation and inspection will be done at the venue of tender opening i.e. GVK EMRI Campus, Devar Yamzal, Medchal Road, Secunderabad-500 078 or at any other place that would be informed in advance to the bidders.
19. SAMPLES FOR INSPECTION – Successful bidder should provide sample at GVK EMRI or at bidder's place as per the choice of Committee within three days from the date of issue of PO

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### 20. Commercial Evaluation

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

21. QUANTITY ALLOCATION TO SUCCESSFUL BIDDERS - Each Delivery Schedule of Requirement incorporated in the tender document will be ordered from Lowest Responsive Bidder (L1). However, it is committee'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.

### 22. SCHEDULE OF REQUIREMENTS:

- a. Purchase orders would be released for the requirements after finalization of tender and declaration of L-1 vendor.
- b. Supplier should be able to supply entire order quantity within 21 days after receipt of purchase order.

### 23. 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.

24. 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.

### 25. SUPPLIER RESPONSIBILITY

The supplier should undertake the responsibility 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.

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**26. RESPONSIBILITY FOR PROPER PACKING**

- a. Where ever required the supplier 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.

**27. DELIVERY**

- a. The successful bidder has to supply entire ordered quantity within 21 days after receipt of purchase order.
- b. One prototype sample to be provided with in three days from the date of PO.
- c. Timely delivery is the essence of the contract and must be completed as per the dates specified therein.
- d. The Supplier shall deliver items in strict accordance with the delivery terms indicated therein.
- 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.

**28. PENALTY CLAUSE** - if 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. Maximum Penalty should not more than 6% of the individual item value.

Delayed Penalty:

Upto 7 Days from Delivery Due Date	0.10% Per Unit value Per Day
From 8th day to 15th Day	0.20% Per Unit Per value Day
From 16th day to 21nd Day	0.50% Per Unit Per value Day

If successful bidder does not supply ordered quantity within above mentioned period, The committee may cancel the order at its sole discretion.

**29. 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.

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30. 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.
31. TAXES, DUTIES AND LEVIES
- a. Tenderers must clearly mention their Sales Tax Registration, Excise Control Code Number (ECC) & TIN/ TAN 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.
33. QUALITY ASSURANCE:
- a. Supplier agrees to permit the committee or its agent to inspect the facilities where the Product is being produced and packaged at all times, without prior notice.
34. Warranties and Obligations:
- a. Required 1 year comprehensive warranty.
  - b. Supplier irrevocably offers warranty of the product against any manufacturing defects.
  - c. 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.
  - d. 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. 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. A copy of Purchase order raised by GVK EMRI



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### 36. Termination

- a. The committee's Right to Terminate for Cause.
  - i. The committee 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 produce and supply the Product as per 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
    - 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 the committee through GVK EMRI.
  - ii. Committee's Right to Terminate without Cause.
    - The committee shall have the right to terminate this Agreement upon sixty (30) days written notice to Supplier.
- b. 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 on Sixty (60) days prior written notice to committee through GVK EMRI.

### 37. 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 respective State high courts and language shall be English.

### 38. 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.

### 39. 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.

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- 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. 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.
  - d. Bidders or employees of bidder cannot claim or construed as employees of GVK EMRI.
40. 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.
41. Liability of the Committee
- a. It is expressly understood and agreed by, between the SUPPLIER and the Committee that the GVK EMRI is entering into this Agreement solely as a PPP (Public Private Partnership) partner of respective State Government. In particular, it is expressly understood and agreed that, any delay in the release of vendor payments, for the supplies made under this tender, solely depend on timely receipt of funds for the same from the respective state governments. The SUPPLIER expressly agrees, acknowledges and understands that the GVK EMRI is not DIRECTLY responsible for any delays in the release of funds from respective state governments for what so ever reason it may be and shall not hold GVKEMRI responsible for delayed payments and GVKEMRI shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SUPPLIER hereby, expressly waives releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the GVKEMRI arising out of this Agreement and not to sue GVKEMRI for any reason, as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

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42. Dispute Redressal Committee:
- a. All disputes can be addressed by amicable settlement by committee constituted by the Committee.
43. 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
44. 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.
45. Payment Terms
- a. 100% payment will be made within 30 days of delivery, inspection, 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, Telangana** in original. Three copies of each document should be made and one copy handed over to the authority at delivery site.
46. 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**

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### **Annexure- 1**

#### **SPECIFICATIONS FOR TWO-TIER DOUBLE BODY FREEZER BOX**

1. OVERALL LENGTH        2340 mm
2. Overall width            765 mm
3. Overall height            1270 -1300 mm
4. OUTER & INNERBODY SHALL BE FABRICATED WITH STAINLESS STEEL SHEET OF 0.80 mm THICK
5. SHOULD BE ABLE TO ACCOMMODATE TWO BODIES
6. DOUBLE DOORS (INDIVIDUAL) WITH LARGE HANDLE SAFELY FIXED
7. ALL INTERIOR SHALL BE INSULATED WITH PUFF OF 50 mm THICK
8. BODY BASE STRUCTURE SHOULD BE MADE WITH MS ANGULARS
9. TWO INDIVIDUAL STRETCHERS OF STAINLESS STEEL SHEET MADE WITH PROPER ROLLING ON CHANNELS  
FOR EASY LOADING AND UNLOADING OF BODIES & SAFELY LOCKED FROM ROLLING OUT
10. AIR CONDENSOR OF 360 MM x 535 MM SIZE AND RECEIVE BOTTLES WITH HP SWITCH
11. REFRIGERATION SYSTEM WITH R-134 GAS AND ABLE TO ACHIEVE 4 degrees Celsius within 20 minutes
12. THE COMPRESSOR AND AIR BLOWER SHALL BE OF GOOD MODEL SUCH AS SADAN, SUPERKING ETC.
13. THE BUILD STAND PIPE TO BE MADE BY COPPER PIPE SET
14. DIGITAL TEMPERATURE DISPLAY TO BE PROVIDED IN PILOT CABIN
15. MANUAL ON/OFF SYSTEM
16. THE BOX HAS TO BE FABRICATED AND FITTED TO THE VEHICLE ALONG WITH NECESSARY WIRING

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**Annexure-2**  
**Format for Quoting Prices**

<b><u>Format for quoting prices</u></b>					
S.No	Description	UOM	Unit price including all taxes	Qty.	Total amount for 50 Nos.
1	Freezer Box price Including installation in vehicle	Nos.		50	
Amount In Words: Rupees.....					

**Signature of the Bidder with Designation &  
Office Seal**

**Date:**

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**Annexure-3**  
**Declaration Certificate**

Date:

To

**Head – Supply Chain Management**

GVKEMRI, Secunderabad

Andhra Pradesh

Subject: Tender No: GVKEMRI/TS/01/SCM/2016-17

Dated: 19.04.2016

Dear Sir,

We here by certify and declare that we have read and understood all the terms and conditions of the subject tender and all the terms and conditions are acceptable to us.

We further confirm that we accept to supply all the items quoted by us as per technical specifications of GVKEMRI and there are not deviations from the specifications asked for by GVKEMRI.

Thanking you,

Yours Sincerely,

(Authorized Signatory)

Name and Designation with company seal

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### Annexure -4

<b>Vender Information Form</b>		
<b>S.No</b>	<b>Particulars</b>	<b>Details</b>
1	Firm Name & Address:	
2	Telephone No.(s) of the firm:	
3	24 Hours contact No:	
4	Name & Address of Managing Director/Proprietor:	
	Contact No.(s):	
5	Name of the Supervisor/Field officer:	
	Contact No.(s):	
6	Mobile No.(s) of other operations persons:	
7	PAN card No:	
8	VAT/ Excise/ Service Tax Registration No:	
9	Bank Details:	
	A/c No:	
	Branch:	
	location:	
	IFSC code:	
	Name of the account holder:	