

Supply & Maintenance of AVL (GPS) System for Ambulances (on Opex model)

Standard Terms and Conditions

Department of Supply Chain Management

State: TamilNadu

Address for communication, receipt of bids and venue of bid opening:
GVKEMRI , DMS Campus, AnnaSalai, Teynampet Chennai – 600 006.

This document contains contain General Terms and conditions, including desired and Mandatory features, qualification criterion, Commercial terms and conditions that are followed by TNEMRI /other department in health for supply of AVL devices. However, the terms and conditions are not binding on TNEMRI/ other department in health and liable for change without any notice.

BRIEF NOTE ON THE AVL T REQUIREMENT

For and on the behalf of Health Department, TN EMRI floats this Tender for fixing the rate contract for GPS devices. The contract for the requirement pertaining to TN EMRI will be entered into by TN EMRI directly. For the requirement pertaining to other departments, the respective departments will enter into contract as per the Terms & Conditions of the Tender.

This tender is called for, for fixing the unit rate for providing GPS facility for a period of 2 years on rate contract basis. The tentative quantity for the rate contract period is expected to be around 2500 units. However the actual quantity will be based on the request of the individual departments and the quantity is only tentative. The bidder will not have any right on the increase and decrease of the actual quantity and should execute the contract at the rates and terms and conditions irrespective of the actual quantity.

GVK Emergency Management and Research Institute, a pioneer in Emergency Management Services in India is a not - for - profit professional organization operating in the Public Private Partnership (PPP) mode. We operate over 10000 ambulances across 17 states & 2 Union Territories in India under 1-0-8 scheme. This requirement is for TN EMRI as well as other health departments in the state.

Tender Reference: TN EMRI /TN/01/SCM/2016- 17

General brief about GVKEMRI 1-0-8 operations:

GVKEMRI operates 1-0-8 ambulances through a call centre at head office in every state (currently 19 call centers are in operation in 17 states& 2 Union Territories). Victim in Emergency dials toll free 108 number and upon receipt of call, the call center employee dispatches the nearest available ambulance to the scene/location of emergency. The Emergency Medical Technician (EMT) provides pre hospital care to the victim at the scene followed by shifting of the emergency victim to nearest hospital. The ambulance is equipped with a variety of medical equipment, medical consumables and disposables to ensure the victim is stabilized (pre hospital care) by the time the ambulance reaches the hospital for further treatment. Once the patient is handed over to the hospital, the ambulance returns to its pre designated base location and is ready for attending next emergency.

Objectives of AVL T:

1. To track ambulance / other department vehicle on real time basis to ensure visibility

Definition:

GPS tracking device with GPS and GSM/GPRS Modem which transmits the Latitude Longitude along with vehicle Identity and few other parameters at a designated frequency. This would have ports which capture the vehicle Parameters like Ignition (engine on/off status), GPS speed etc.

Bid Process:

- TNEMRI calls for bids from all reputed Automatic Vehicle Location and Tracking (AVLT) systems solution-providers/Manufacturers/their Authorized dealers for supply, installation, Commissioning and maintenance of AVLT devices in 1-0-8 ambulances across Tamil Nadu and other Health Department vehicles(Mobile Medical Unit, RBSK vehicle, JSSK vehicle, FHS vehicles)
- All the prospective vendors are request to kindly go through the “terms and conditions” of the “TENDER” document and submit their bids accordingly.
- The tender document is available in the website of GVK EMRI (www.emri.in) and can also be purchased in hard copy on payment of Rs.500 (Rupees Five Hundred only, including Sales Tax) non refundable, by way of a Demand Draft drawn in favour of “GVK Emergency and Management and Research Institute- Chennai” from Mr. Prakash.S, Department of Supply Chain Management, GVK EMRI-Chennai.
- Any non compliance of TENDER terms and conditions by the vendors shall automatically result in the forfeiture of EMD/PBG.
- Important dates and deadlines for the TENDER are as below:
 - A. Price of Bidding document (Non refundable): Rs. 500
 - B. Date of commencement of sale of bidding document: 22-JUL-20 16 from 12.00 hrs
 - C. Pre-bid conference: 01- Aug-2016 from 10.30 hrs
 - D. Venue of Prebid meeting and Tender opening: TNEMRI, DMS Campus, Annasalai Teynampet, Chennai-600 006.
 - E. Last date and time (IST) for sale of bidding document: 10-Aug-2016, before 18.00 hrs
 - F. Last date and time of submission of bid :11-Aug-2016 till 11.00 am
 - G. Date of time (IST) for opening of TENDER : 11- Aug-2016, 12.00 noon.
- The completed bids must be received at the office of GVK Emergency Management and Research Institute, Chennai, on or before the time and date given above. It will be the sole responsibility of the vendor to ensure that their bid is received at the address specified above on or before the specified date & time mentioned.
- The bid documents are non-transferable.

Head, Supply Chain Management

For and on behalf of GVK Emergency Management
and Research Institute

General Terms and Conditions

1. Eligibility criteria of the Vendor:

- i. Any reputed Automatic Vehicle Location and Tracking (AVLT) systems solution-providers/Manufacturers/their Authorized dealers are eligible to participate in the TENDER.
- ii. The participating vendors must have cumulative average annual turnover of at least Rs 1 Crore during last three years from activities related to GPS/AVLT.
- iii. Only those vendors who can provide support in Tamil Nadu, service network across Tamil Nadu need to participate.
- iv. Vendors/OEM manufacturers should be operational since last three years in AVLT business.
- v. Proof to be submitted at the time of preliminary bid evaluation on the presence of field service network or an undertaking needs to be given as per Annexure-9 attached.
- vi. OEM's/Representatives of OEM's having installed at least 500+ devices up and running as on date within the last three years of TENDER evaluation only need to participate. Purchase order copies released either on Manufacturer or their Authorized dealer to be submitted as proof.
- vii. Experience in Government projects /a reputed organization are preferable.

2. AVLT specifications, Features, Operational Requirements-Annexures-7 & 8

3. Scope of delivery:

I. The delivery scope for the selected vendor would include the following: -

1. All supplied hardware to be installed on ambulances/other Health Department vehicles. Power outputs and location for fitting the device etc will be indicated by TN EMRI/ other departments in health.
2. Server side configuration at TN EMRI/ other departments in health.
3. Commissioning of the device and assisting TNEMRI team/ other departments in health in getting the data from the ambulances onto the server
4. On field after sales support.

4. Service Terms:

- I. The service provider should always keep 10% of buffer stocks ready to replace the faulty devices without loss of time.
- II. Future software upgradation: Any upgradation in the software in the AVLT devices supplied by the supplier/vendor must be provided free of cost during contract period.

5. Service Level Agreement/SLA:

- I. After service support: All calls for support will have to be attended by the selected vendor within 6 hours of registering of the complaint by TN EMRI/other department in health either through e-mail or fax.
- II. Escalation Matrix: for attending the service related/any other issues needs to be provided by the vendor at the time of bid submission.
- III. Resolution & Replacement of faulty devices: Reported issues would need to be resolved by the selected vendor ONSITE within 6 hours of registering of the complaint for 90% of locations and 12 hrs for balance 10% of remote locations. (Remote location list is attached) Resolution in this context means "replacement with a new device" or repair to the satisfaction of TNEMRI/other department health, whichever is earlier.
- IV. Date and Timing of installation would be informed by TNEMRI/other department in health and vendor has to strictly adhere to the schedules as installation of devices in the ambulances/Vehicles has to be done only when emergency transportation of cases is relatively low (preferably during night time or early morning hours)

6. Evaluation Process:

Tender will be evaluated in three stages:

- a. Preliminary evaluation:
 - I. Please refer Preliminary evaluation process as per Annexure-2
 - II. All vendors are requested to strictly submit the documents in sequence as per preliminary evaluation criteria.
- b. Technical evaluation
 - I. Please refer Technical evaluation process as per Annexure-2
 - II. TNEMRI may at its sole discretion add/delete/revise any of features at any stage of tender evaluation due to internal reasons.
 - III. All vendors who meet the preliminary criterion, and submit technical bids conforming to the technical evaluation criterion only will be shortlisted for commercial evaluation.
 - IV. TNEMRI/other department in health shall consider the information furnished by vendor on technical requirements as sufficient and qualify the vendor for price bid opening. If, at any stage of pre-supply and post supply period, if it is found that any information furnished by the vendor is either false or hidden or

fabricated, such vendor may be blacklisted by TNEMRI and prohibited from participating in any of future tenders.

c. Commercial evaluation

- I. Please refer Commercial evaluation process as per Annexure-2
 - II. Commercial Bids of the vendors, who qualify in the Technical Bid Evaluation, will be opened in the presence of Vendors / representatives. L-2 and other qualified vendors will be contacted only if L-1 vendor fail in the delivery schedules, installation, maintenance and any other tender terms and conditions.
 - III. Price bid will be opened for those bidders who have technically cleared the field testing. Price bid will be opened only after technical evaluation.
8. Duly filled TENDER documents in sealed covers super-scribed "TENDER FOR PROCUREMENT OF AVLTS for 1-0-8 Ambulances-TNEMRI/ other Departments in Health" should be dropped in the box provided for this purpose at address mentioned in the first page of this document.
9. Pre bid meeting:
- I. Only two persons per company will be permitted for the pre bid meeting and evaluation.
 - II. All the vendors may seek clarifications only from the procurement committee on any of the TENDER terms and conditions either before or at the time of pre-bid meeting.
 - III. All clarifications have to be taken at the time of pre-bid meeting only. No enquiries/clarifications will be entertained at the time of TENDER opening.
 - IV. All the minutes of the pre-bid will be documented and will become part of TENDER evaluation process. Decisions taken in the pre bid meeting shall supersede the relevant terms and conditions in the tender document.
 - V. All the vendors are requested to restrict the queries only to their products and not get into discussions/ arguments with other vendors.
10. SUBMISSION OF BID-The Bid should be in a sealed cover super-scribed "TENDER FOR PROCUREMENT OF AVLTS for 1-0-8 Ambulances-GVK EMRI/ Other Departments in Health".
- The Super-scribed sealed cover shall consist of three sealed covers inside:
- I. Super scribed Sealed Cover A – Preliminary cover:
 - Preliminary Cover containing: All the vendors are requested to submit the documents strictly in sequence as mentioned in the Evaluation process (Annexure-2)
 - Do not enclose price bid.
 - II. Super scribed Sealed Cover B :Technical Specifications offered
 - Technical Specifications sheet: All the vendors are requested to submit the documents strictly in sequence as mentioned in the Evaluation process(Annexure-2)
 - Do not enclose price bid.
 - III. Super scribed Sealed Cover C:
 - Price Bid as per format attached in the Evaluation process(Annexure-2)
11. TENDER documents that do not provide complete information and documents sought for and that are submitted after the specified time will not be considered and will be summarily rejected. Vendors should quote their prices in the prescribed format given in this tender document.
12. TENDERS received in any other form will not be entertained and liable to be rejected.

13. Vendor should sign the "Declaration certificate" (as per Annexure-1) in their company letter head stating 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.
14. The Bid should be properly page numbered, signed on each and every page and should be complete in all aspects.
15. Place of inspection – All the evaluation and inspection will be done at the venue of TENDER opening i.e. TNEMRI at DMS Campus, Anna Salai, Teynampet, Chennai or at any other place that would be informed in advance to the vendors.
16. Proto type evaluation:
 - a. Tender opening : Day-1
 - b. Submission of Prototype for demonstration : Day-1
 - c. Prototype approval and technical clearance by TN EMRI : Day 25
17. Responsibility for proper packaging:
 - 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.
 - 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
18. Validity of the TENDER:

All bids/prices submitted shall remain valid for a period of two years from the date of opening of TENDERS.
19. EMD Amount:
 - I. EMD amount: INR1,00,000/-
 - II. Each TENDER form should be accompanied by an EMD in the form of Demand Draft/Bank Guarantee from any nationalized bank drawn in favor "GVK-EMRI" payable at Chennai.
 - III. The EMD of the unsuccessful vendor shall be returned within 30 days of tender opening date. EMD of the successful vendor shall be either adjusted against the Performance Bank guarantee or returned to vendor after providing the PBG.
 - IV. TENDER forms submitted without the EMD will be summarily rejected.

20. Performance Bank Guarantee:

The successful Vendors shall submit within 15 days of TENDER evaluation and declaration of successful L-1 details, a Performance Bank Guarantee value equivalent to 5% of the total order value valid for a period of two years. PBG has to be submitted at the time of release of Purchase order to the concerned department.

21. Price:

- I. The price offered in the TENDER should be inclusive of all costs and taxes for delivery and installation, commissioning and maintenance (OPEX Cost) of AVLTS.
- II. All costs and tax components should be shown separately in the TENDER.
- III. The price quoted shall remain "FIRM" for the entire validity period and without any escalation whatsoever.
- IV. TNEMRI may at its sole discretion may negotiate with the L-1 vendor to further reduce the prices; in case it is felt that L-1 prices are more than prevalent market prices or any other reason in the interest of state Government.

22. Installation, commissioning & maintenance:

- a. Successful vendor responsible for installation, commissioning and maintenance of AVLTS devices.

23. Quantity allocation:

- I. In an event of L-1 vendor unable to meet delivery deadlines due to any reason, TN EMRI/other department in health will go to the next bidder strictly in the order of their original position of the price bid to match the original price.
- II. All vendors have to undergo Prototype evaluation process before release of purchase orders.
- III. All the quantity requirements shown herein are tentative and release of Purchase order will be as per the actual requirement.
- IV. During the period of the contract, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the vendor shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the vendor fails to notify or fail to agree to such reduction of rates. In case of sole vendor for any schedule, GVK-EMRI can either compare the quotes by the sole vendor with market prices and may negotiate further or scrap the TENDER and go for re-TENDER.

24. Delivery / Supply schedule:

- I. The successful vendor has to supply, install and commission and maintain the AVLTS as per delivery schedules given.
- II. Delivery & installation of devices: within 45 days from the date of PO release by TN EMRI/ other Departments in Health and acknowledgment.

25. Ethics

- I. Any attempt by a Vendor 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 those Vendors liable for rejection/disqualification.

26. Indemnity

- I. 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.
- II. Supplier agrees to indemnify, defend and hold TNEMRI/other department in health 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. TNEMRI 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.
- III. TNEMRI 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, TN EMRI's violation or breach of any of the terms of this Agreement or any act or omission to act by TN EMRI in violation of this Agreement. Supplier shall provide TN 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.

28. Familiarity with the terrain and supplier performance :

- I. It is expressly understood that all the vendors/OEM are familiar with the geography/topography of the ambulance locations across Tamil Nadu and are satisfied that the devices and service that they are offering to TNEMRI/other department in health shall work effectively. No claim from any of successful vendors shall be accepted on account of non performance citing reasons of bad connectivity or terrain related issues or any other issue, external or internal.
- II. It would be single responsibility of the vendor to provide the data in the desired format of TNEMRI/ other Departments in Health for all the mandatory features. TNEMRI/ other Departments in Health may extend any application support at its sole discretion.

29. QUALITY ASSURANCE:

- a. Supplier represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of TNEMRI/ other departments in Health, and as they may be amended from time to time in the sole discretion of TN EMRI/ other departments in Health. 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.

30. Trademarks

- a. Supplier shall not, without prior written consent of TN EMRI/ other departments in Health use the trademarks or service marks or sales marks of TNEMRI/ other departments in Health in any manner whatsoever, unless, and then only to the extent, such use is authorized by TNEMRI/ other departments in Health in writing and then only in accordance with TN EMRI's / other department in Health directions or specifications.

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

- a. Supplier acknowledges that in connection with this Agreement, TN EMRI/ other department in Health may disclose to Supplier, or Supplier may otherwise obtain or develop knowledge of certain confidential and proprietary information of TN EMRI/ other department in Health, 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 TN EMRI/ other department in Health.
- b. All such information is hereby designated by TN EMRI/ other department in Health 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 TN EMRI/ other department in Health. 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 TN EMRI/ other department in Health.
- c. All Confidential and Proprietary Information shall remain confidential until TN EMRI/ other department in Health 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 TN EMRI/

other department in Health so a protective order, if appropriate, may be sought by TN EMRI/ other department in Health.

- 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 TN EMRI/ other department in Health, and in such instance, TN EMRI/ other department in Health shall be entitled to injunctive and other equitable relief to prevent such breach or to remedy any actual breach.

32. 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. Vendors or employees of vendor cannot claim or construed as employees of TN EMRI/ other department in Health.

33. 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 TN EMRI/ other department in Health from time to time.

34. Documentation requirements:

Supplier has to send the following documents

- a. Invoice in original along with one additional copy, both duly signed and stamped by supplier
- b. A copy of Purchase order raised by TNEMRI / other department in Health.

35. Product Withdrawal

- a. If it is deemed necessary at any time by either TN EMRI/ other department in Health or Supplier or any local, state, or central governmental agency or other authority to recall or withdraw the Product produced by Supplier and being supplied to TN EMRI/ other department in Health, either as a result of failure of the Product or Supplier to strictly comply with TN EMRI's/ other department in Health 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 TN EMRI/ other department in Health.

- b. If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the TNEMRI/ other department in Health or any federal, state or local authority, TN EMRI/ other department in Health 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.

36. Re-Allocation / Cancellation of TENDER:

In case of failure on the part of the successful vendor to supply, install and commission the AVLTS within the stipulated date mentioned in the purchase order, TN EMRI/ other department in Health at its sole discretion may cancel the purchase order in full, or part, and re-allot the same to next lowest vendor who otherwise fulfills all conditions or may go for retendering as per Tender Act.

Penalties:

- a. The penalty for late delivery& installation will be imposed at the rate of 0.5 per cent of the value of contract per week for maximum of 10% after which no delivery will be accepted and the Performance Bank Guarantee will be forfeited.
- b. Late delivery shall mean any day beyond "firm" delivery date.
- c. Any violation of service support will automatically result in forfeiture of EMD/PBG.

37. Payment terms:

- a. 30 days credit from date of submission of monthly invoice against delivery, installation, inspection, commissioning, acceptance
- b. The vendor should submit the bills/invoices and order copy with satisfactory inspection report of the designated Technical Committee duly signed and accepted should be submitted at TNEMRI, Chennai/ other department in Health Office in original. Three copies of each document should be made and one copy handed over to the authority at delivery site.

38. Fraud & Corruption:

The vendors, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purpose of this provision, the following acts shall be considered as corrupt and / or fraudulent practices-

- a) "Corrupt Practices" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c) "Collusive practice" means a scheme or arrangement between two or more vendors, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
During the process of evaluation of a bid or proposal of a award of a contract, if it is detected that a vendor directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

39. Jurisdiction:

All disputes arising out of or in connection with this TENDER shall be referred to law courts within jurisdiction of State capital only.

40. Ownership of TENDERS:

All designs, drawings, specification sheets etc submitted remain property of TN-EMRI/ other department in Health.

41. Force Majeure:

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

42. Dispute Redressal Committee –

All disputes can be addressed by amicable settlement by committee constituted by SHO, TN-EMRI, TN. / other department in Health.

43. Power of Cancellation:

TENDER Committee of TN-EMRI reserves the right to cancel the TENDER notification and reject all the TENDERS in part or full, at any time during the process of receipt, evaluation, and finalization of TENDERS and at any stage of supply of AVLTS, without assigning any reason what-so-ever.

44. Indemnity:

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

45. Termination at Purchaser's Discretion:

TN EMRI/ other department in Health may, at any time, terminate the contract for any reason by giving the Supplier notice of termination. Upon receipt of the notice of termination, the Supplier shall either immediately or upon the date specified in the notice of termination, cease all further work except for such as the Purchaser may specify in the notice of termination. In the event of termination of the Contract, the Purchaser shall only pay to the Supplier the Price for the device maintained by the Supplier as of the date of termination.

46. Governing Law:

The Contract entered into between the Company and the Supplier shall be governed by and interpreted in accordance with the Laws of India. The place of jurisdiction shall be the place where the Purchaser is located, unless otherwise specified.

47. Local Conditions:

It will be imperative on each vendor to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the vendor regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the items and services

48. Authority for Signing Documents:

A person signing the TENDER Form or any document, forming part of the contract on behalf of the supplier, shall carry the authorization letter stating his / her authority to sign such documents from the respective organization. Any Agent who is participating on behalf of a manufacturer shall have the valid

authorization letter on behalf of the manufacturer to sell the goods in the area where the TENDER is meant for, without which the bid will not be considered as valid

49. 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.

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Head, Supply Chain Management

For and on Behalf of

GVK Emergency Management and Research Institute

List of Annexures

All vendors are required to submit all the information requested in below Annexures

Annexure – 1--DECLARATION FORM – ON VENDORS LETTER HEAD

Annexure – 2 --EVALUATION PROCESS

Annexure – 3--UNDERTAKING ON NOT BEING BLACK LISTED – ON LETTER HEAD

Annexure – 4--FORMAT FOR PRICE BID

Annexure – 5--FORMAT FOR PBG

Annexure – 6--QUANTITY REQUIREMENTS

Annexure - 7 --TECHNICAL SPECIFICATIONS for AVL T

Annexure – 8--TECHNICAL FEATURES

Annexure - 9 --OPERATIONAL REQUIREMENTS

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DECLARATION FORM – ON VENDORS LETTER HEAD

(For AVLTS FOR GVK EMRI/ other department in Health)

1. Name of the Organization:
2. Name of the Chief Executive Officer/MD& Address:
3. Address of the registered office:
4. Address of the Factory / Plant:
5. Number of employees:
6. Number of AVLTS installed and commissioned in, 2013-2014& 2014-2015, 2015- 2016
7. Total turnover in 2013-2014& 2014-2015, 2015-2016

(Please submit company profile on separate sheet)

8. EMD details with TENDER form Rs. _____ In words
(_____) DD.No:

Name of the Bank and Issued branch:

9. Declaration by the TENDER:

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.

SIGNATURE OF THE VENDORS WITH
DESIGNATION & OFFICE SEAL

Annexure-2

ANNEXURE -2 (EVALUATION PROCESS)						
PRELIMINARY EVALUATION (STAGE-1)						
S.No	Preliminary Evaluation criteria (Super scribed Sealed Cover A) Please submit the relevant document as per order mentioned below	Vendor	Vendor	Vendor	Vendor	Vendor
		A	B	C	D	E
1	Tender fees (Rs.500 - DD payable at Chennai)	Yes	Yes	Yes	Yes	Yes
2	EMD 1%	Yes	Yes	No	Yes	Yes
3	Audited Financial statement for the 3 years	Yes	Yes	Yes	Yes	Yes
4	Proof for installation and functioning of 500+ AVL's (PO+Satisfactory certificate)	Yes	Yes	Yes	Yes	Yes
5	Excise registration (Optional as per Eligibility)	Yes	Yes	Yes	Yes	Yes
6	VAT registration	Yes	Yes	Yes	Yes	Yes
7	PAN / TAN number	Yes	Yes	Yes	Yes	Yes
8	Authorization letter from OEM for supply /participation in Tender (If Trader)	Yes	Yes	Yes	Yes	Yes
9	Declaration form - Duly signed on letter head as per Annexure-1	Yes	Yes	Yes	Yes	Yes
10	Tender document signed on all pages as a token of acceptance	Yes	Yes	Yes	Yes	Yes
Result of pre-qualification (Qualified / Not qualified)		Qualified	Qualified	Disqualified	Qualified	Qualified
TECHNICAL EVALUATION (STAGE-2)						
Group	Technical Qualification criteria (Super scribed Sealed Cover B) - Please attach Hard copy in the cover along with the Technical literature	Vendor	Vendor	Vendor	Vendor	Vendor
		A	B	C	D	E
A	AVLT (As per Technical Details in Annexure 7)	Yes	Yes	Bid not opened	Yes	Yes
B	AVLT (As per Technical Features in Annexure 8)	Yes	Yes		No	Yes
Result of Technical qualification (Qualified / Not qualified)		Qualified	Qualified	Disqualified	Disqualified	Qualified
COMMERCIAL EVALUATION (STAGE-3)						
	Commercial evaluation (Super scribed Sealed Cover C) - Please attach Hard copy in the cover	Vendor	Vendor	Vendor	Vendor	Vendor
		A	B	C	D	E
1	Basic monthly rental cost of AVL (Year 1 &2)	10000	11000			12000
3	Taxes (all types)	1000	500	Bid not opened	Bid not opened	3000
Net Landing price		11000	11500			15000
Rating		L-1	L-2			L-3

Note: In the process of technical evaluation 10 devices of each technically qualified vendor will be installed in 10 different vehicles related to TN EMRI for 15 days and the performance of the device will be validated by monitoring the performance in dashboard. Those vendors who qualify for the field test only will be technically qualified and those bids only will be eligible for commercial evaluation.

Annexure-3

UNDERTAKING ON NOT BEING BLACK LISTED – ON LETTER HEAD

We M/s Do hereby

Undertake that, in competing for (and, if the award is made to us, in executing) the subject for supply of Under CURRENT AVLT TENDER PUBLISHED ON 22nd July 2016 We shall strictly observe the laws against fraud and corruption in force in the country. We further state that, we have not been debarred/blacklisted by any Government organization in India till date.

Sd/-

Signature of proprietor/ Partner/ Director

Designation:

Seal :

Annexure-4

PRICE BID

COMMERCIAL EVALUATION (STAGE-3)						
	Commercial evaluation (Super scribed Sealed Cover C) - Please attach Hard copy in the cover	Vendor	Vendor	Vendor	Vendor	Vendor
		A	B	C	D	E
1	Basic monthly rental cost of AVLT (Year 1 &2)	10000	11000			12000
3	Taxes (all types)	1000	500	Bid not opened	Bid not opened	3000
	Net Landing price	11000	11500			15000
	Rating	L-1	L-2			L-3

Taxes: Please mention the percentage of tax and value of tax per unit

Annexure-5

Performance Security Bank Guarantee

..... (Insert: Bank's Name and Address of Issuing Branch or Office)

Beneficiary: (Insert: name and Address of Purchaser)

Date:

PERFORMANCE GUARANTEE No:

We have been informed that (insert: name of Supplier) has entered into Contract No. (Insert: reference no of the contract) dated With you, for the supply of (insert: description of goods).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we (insert: name of bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (insert: amount in figures) (.....) (insert: amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the Day of, 2....., **and any demand for payment under it must be received by us at this office on or before that date.

** The guarantor agrees to extension of this guarantee for a further period of 4 years (One year extension on each request) in response to the purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Annexure – 6

S.No	State	Projected requirements
1	Tamilnadu	2500

Note: Quantity mentioned above is tentative, however the actual quantity will be based on the request of TN EMRI as well as other health departments. The bidder will not have any right on any increase or decrease in the actual quantity and should execute the contract at the rates, Terms & conditions.

Annexure-7

Technical Specifications for AVL T

s.no	Category	Requirements
1.a	AVLT Hardware features	AVLT should have Quad band GSM/GPRS Modem equivalent or better, with internal Flash Memory.
B		Built in Antennas for the GPS and GSM/GPRS connections are required.
C		AVLT unit must support any GSM card in India (different geographies may require SIM cards from different service providers) and Should support all GSM networks anywhere in India
D		The GPS receiver must have fast minimum 20 channels continuous tracking and the following re-acquisition functionality in terms: Cold start < 45 Sec, Warm start < =38 sec, Hot start < =12 sec, Signal re-acquisition = 100ms.
E		The device should have alerts on the following - low battery and power supply, disconnection of power supply, tampering with any input, speed
F		AVLT equipment should not undergo 'sleep mode' or 'dead mode' in any situation and should have auto refresh/awake functionality due to movement or any other vibrations. Later if required, GVKEMRI/ other department in Health may ask the vendor to configure the devices with auto sleep mode (when the vehicle stationary for more than certain period, etc.). Lack of internet connectivity for more than 20 minutes must restart the device automatically every 20 minutes till the internet connection is restored.
G		AVLT should have the following features : Tamper proof/ dustproof /water ingress resistant (Spill Proof) .The device should perform reliably in mobile environment of ambulance. It must be certified to be operable and stored for -40C to +60C
h		Power input should support 8v to 28v
i		Accessories as required by GVK-EMRI/ other department in Health along with required software should be provided by vendor as and when required.
j		Vendor has to install the Server side equipment at GVK-EMRI/ other department in Health with

		required software ensuring the data is being captured from the vehicle device
k		Internal backup battery should be Li-ion providing 6 hours of backup
2	Sensitivity of AVLT devices	AVLT Should have high tracking sensitivity (least count around 10 Meters for Lat and Long and 10 Deg for Orientation) with built in GPS Antenna.
3.a	Acquisition of data	In case of no coverage the AVLT should be able to log upto 12000 logs (3 days of data) on the inbuilt memory and these shall be transmitted when back into network coverage area. The store and forward mechanism in no case should result in loss of data packets.
b		When GPRS is not available and SMS is available the data needs to be stored at the same frequency as GPRS however transmission through SMS should be every one minute
c		Immediate shifting to SMS mode when GPRS is not available and sending SMS for every 1 minute is required
d		The data packet received at the server end should have the following fields. Unit ID, Latitude, Longitude, Speed, Time Stamp, Distance travelled and Orientation (azimuth) , all analog and digital inputs, of the vehicle. GPS fix.
e		The AVLT device should capture the movement in & out from GPRS covered zone to non –GPRS coverage and its return to GPRS coverage area with the location coordinates and date and time stamp.
f		All information coming from the AVLT device shall be available with unit ID mapped to any of the vehicle parameters such as vehicle No, SIM NO, Unique ID predefined by GVK-EMRI/ other department in Health.
g		All Way-out points and special event points out of AVLT (Latitude, Longitude) should be of Decimal Degrees-WGS84 format and should contain minimum of 6 decimal places and should not contain any Null Lat or Null longs.
4	Capture of location data	When an Ambulance traverses the same point more than once, at different times, the coordinates that are sent by the AVLT should not vary in their projection on any reference map data more than 10 Meters. This also applies to forward and backward passes (either X, or Y coordinates as appropriate) while passing or halting at the same landmark.
5.a	Data Transmission	AVLT data need to be sent to server located at GVK-EMRI/ other department in Health premises directly from the devices without an intermediate server.
b		The system should support SMS based commands including SMS to clear the stored data packets, to reboot the device and to re-configure the server IP.
6.a	Configuration	AVLT Vendor should have a Provision of a mapping table

	parameters	(master table) through software, to map AVL T Ambulances with their Location IDs at the GVK-EMRI/ other department in Health Server side.
B		Each AVL T device should be able to store primary and backup IP Settings, the IP settings should be configurable from the server side. All alert parameters within the device and transmission intervals should be configurable from server side. Firmware upgrades should be possible from server side.
c		Server side application supplied by the vendor has to provide the functionality necessary for adding and deleting of units to the system, switching-off units within the system, update time interval for messaging, start-stop the updates and other AVL T System maintenance Functions.
d		The AVL T device should be capable of transmitting data with minimum time gap of 10-12 seconds (this will be tested in Pilot) and should be configurable from the server side for higher time intervals. The captured data should come into the server in the designated M-SQL table/Postgre SQL.
7.a	Installing Hardware and software components	AVLT components must be capable of being installed and operational as specified on any of the GVK-EMRI ambulances/ other department vehicles in Health. Arranging specific mounting accessories etc. at the places inside the vehicle and at server end with their configurations as specified by GVK-EMRI/ other department in Health is the responsibility of the vendor.
b		During initial Installation, Configuration and Integration of the solution, vendor's experts have to physically available at respective GVKEMRI's / other department in Health campus.
8	Licensing	Vendor need to accommodate Perpetual license for Server side software and device usage. Updates and upgrades should be free in the maintenance period and further yearly maintenance schedule and cost should be provided, the vendor needs to include the Customization of Server side Software in his scope (supplied by Vendor) as per the requirements of GVK EMRI/ other department in Health.
9	Product Architecture	Vendor has to provide the Architecture of the product /Solution and all technical documents /help files
10.a	Server side application	Server side application should support MS SQL Server and in the table structure provided by GVK-EMRI / other department in Health –open source data base structure or Postgre SQL Server should be provided and must work ideally with any OS.
b		Vendor should install his web services or remote services at AVL T server in EMRI/ other department in Health, to

		pull the data into SQL Server/ Postgre SQL from the respective devices. The application has to provide an interface to monitor any AVL T unit statistics such as average throughput, GSM,GPRS channel transmission and reception statistics and host activity statistics for monitoring the health and performance of the devices
11	Support	Vendor should make available a technical representative at GVK-EMRI state office for the Pilot evaluation and later during the Implementation phase as per the terms of the Purchase Order.
12.a	Documentation	Format of data from AVL T to EMRI-AVL T / other department in Health server, should be provided in the form of document.
b		Detail description should be provided with respect to the Key alerts and data tables and columns created in SQL table/ Postgre SQL .
13.a	Training	Training the EMT, Pilot & supervisory staff on installation, use & Troubleshooting of AVL T (including related user / admin manuals)
b	Certifications	one or more of UL, CE, FCC certifications are required

Technical Features

S.no	Description
1	Live Tracking
2	Group Tracking
3	Navigation History Playback & Tracking
4	Speed alert
5	Geo -fencing alert
6	Vehicle location alert
7	Trip Details
8	Google Maps Support
9	SoS alerts
10	Low Battery alert
11	Easy Device, Vehicle & Driver mapping features
12	self-mapping with vehicles
13	Easy configuration settings by Admin
14	Role based user control
15	ignition on/off
16	Application for tracking on mobile
17	Mail alerts optional
18	GSM Model based Auto SMS on request based.
19	Any additional customization based on requirement an etc

Annexure-9

<u>Operational requirements</u>	
S.no	Description
1	ALL the devices should have an uptime of 99.99%. If any device is not working needs to be rectified or replaced as per tender point no. 5 (III) else Rs.500/- will be imposed for each device from 1st day. In case of Failure, the percentage of down time will be deducted from the total bill on day basis.
2	Dedicated Manpower the HQ should be provided by the vendor and for issue related to on field support also need to be taken care by the vendor.
3	No extra charges will be paid for on field support or for buffer stock.
4	Sim need to be taken care by the vendor himself and GVK/ other department in Health is not responsible for any kind of network related issue and no excuses will be entertained.
5	Installation cost for device need to be taken care by the vendor and no extra charges will be paid for first time or later.
6	No extra charges will be paid for customization of report in contract period which were requested by GVK EMRI/ other department in Health.
7	Web portal access with real-time tracking ,dash board and reports need to be provided as desired by GVK EMRI/ other department in Health
8	Vendor needs to sign a Non-Disclosure agreement pertaining to the same
9	Integration of AVL Data with ERC application is must