

TENDER FEE - Rs.2,500/-

GVK Emergency Management and Research Institute

T.B. Association Building, Near T.B. Hospital,
Idgah Hills, Bhopal Madhya Pradesh - 462001.

Phone: 0755-2579023 Email: hamesh_saxena@emri.in

INVITATION OF TENDER FOR FABRICATION WORKS INSIDE 38 AMBULANCES

Model: TATA Winger 3200mm WB

NON TRANSFERABLE

TENDER REFERENCE	: GVKEMRI/MP/FAB/06/2016/32 dated 29/06/2016
DATE OF SALE OF TENDER DOCUMENT	: From 29/06/2016 to 29/07/2016 up to 09:30 hours
PRE BID MEETING	: 08/07/2016 at 11:00 hours onwards
VENUE of PRE-BID MEETING/OPENING TENDER :	Bordia Hall, T.B. Association Bldg. T.B. Hospital, Idgah Hills, Bhopal, Madhya Pradesh
LAST DATE FOR SUBMISSION OF TENDER DOCUMENT	: 29/07/2016 up to 11:00 hours
Time and date of opening of tender	: 29/07/2016 at 11:30 hours
COST OF THE TENDER DOCUMENT	: Rs. 2500/- only (non refundable).

Annexure- III (Tender terms and conditions)

Tender Guidelines

1. Definitions

PO -	Purchase Order
GVK EMRI -	GVK Emergency Management and Research Institute
EMD -	Earnest Money Deposit
DD -	Demand Draft
BG -	Bank Guarantee
BC -	Banker's Cheque
Purchaser -	GVK EMRI, Madhya Pradesh
Tenderer -	Bidders who have submitted Valid Tender Document
Supplier -	Successful Bidder (s), to whom, the tender quantity is distributed
SBU -	Strategic Business Unit
Sample -	One Piece Manufactured/Completed by Bidder
OEM -	Original Equipment Manufacturer
Bidder -	OEM or Authorized Trading partner such as dealers / distributors

- 2. A pre bid meeting is schedule at the Bordia hall of TB Association Building, Near TB Hospital Idgah Hills, Bhopal as per the above schedule**
- 3. Last Date & Time for submission of Tender is 29/07/2016 up to 11:00 hours.**
- 4. Tender Fee, EMD in a separate cover along with supporting documents can be physically submitted, duly signed by proper authority on each page of the documents and the Annexure there in, to the above mentioned address before the tender closing time.**

5. **Other GENERAL INSTRUCTIONS TO FOLLOW BY BIDDERS**

ARTICLE - 1: COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid, and GVK EMRI will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ARTICLE - 2: LANGUAGE OF BID

English Language only.

ARTICLE - 3: PHYSICAL SUBMISSION OF EMD ALONG WITH OTHER SUPPORTING DOCUMENTS COMPRISING THE BIDS

The Bid should in a sealed cover super-scribed “Tender for Fabrication works inside 38 Nos. Ambulances”. This sealed cover shall consist of three sealed covers -

- i. Sealed prequalification cover containing Earnest Money in a separate cover along with TENDER FORM (With Annexure III to VII), IT returns and financial statements for last three years, Excise Duty/Sales Tax/VAT registration and clearance certificate, Copy of PAN,TIN, relevant manufacturing licenses and satisfactory certificates from existing reputed customers
- ii. Technical Specifications and Deviations if any. (Annexure-I & II)
- iii. Commercial Bid

Note: Mention on each sealed cover the subject clearly meant for.

ARTICLE - 4: BID PRICE

a. Firm Price

b. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.

c. **Price Basis:** The Prices shall be based as defined elsewhere in the tender document inclusive of all taxes & duties.

d. **Bids will be evaluated separately for each annexure i.e. Annex I, II & III.**

ARTICLE - 5: PERIOD OF VALIDITY OF BIDS

- a. Bids shall be kept valid for twelve months from the final bid due date. A bid valid for a shorter period may be rejected by GVK EMRI as non-responsive.
- b. In exceptional circumstances, GVK EMRI may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable or Telex/Fax. A bidder granting the request will not be required nor permitted to modify substance of his bid or change the price.
- c. The Earnest Money deposited by successful bidder shall be forfeited if the bidder does not accept the order with agreed terms and conditions or does not execute the order after acceptance thereof within the completion schedule mentioned in the tender. Earnest Money deposited by the successful bidder shall be returned on submission of Contract Performance Guarantee.
- d. The Earnest Money of the unsuccessful bidders will be refunded after the expiry of the validity period of the bid.

7. General Terms and Conditions for Fabrication of Ambulances.

1. **Ambulance Base Vehicle Fabrication:** Annexure: I
2. **Workmanship Criteria for acceptance:** Annexure 6II

3. Eligibility criteria :

a) Mandatory:

- Only India based reputed Vehicle fabricators/body builders are eligible to participate in the tender.
- Only vendors who have turnover of at least Rs. 1 crore per year, during any of last three financial years are eligible to participate in the tender. (Exclusively from making of fabrication with FRP preferably in Ambulances) are eligible to participate in the tender. However, the tender committee to decide on any representation.
- The vendor must have fabricated at least 50 ambulances in the past 03 years

(Proof of the PO copies and relevant documents to be submitted)

- Only vendors who have prior experience in fabricating automotive interiors in FRP are eligible to participate in the tender.
- Participating vendor should not have any legal (civil or criminal) cases pending Against them in any of courts in India. GVKEMRI may ask the successful bidder to provide proof from competent authorities before release of PO. For tender evaluation a declaration on bidder's letters head is sufficient

b) Desirable:

- i. Vendors having a good past record with GVK EMRI for quality, adherence to Delivery schedule and after sales support would be given preference.
4. The bidders will need to submit the satisfaction certificates, specifically referring to in the following parameters, in case the bidder has fabricated ambulances for GVK EMRI in the past :-
- a) Adherence to delivery schedules as per the Purchase Order
 - b) Quality parameters-FRP quality, finishing, electrical, A/C and painting
 - c) Service satisfaction certificates if any complaints attended
 - d) Availability of the technicians in the respective State/Locations
 - e) Satisfaction certificate on the above subjects from not less than Head of Fleet department or COO of the state in respective state.(as per the format given)
5. GVK EMRI Tender Committee reserves the right to distribute order quantity based on past experience with vendors in terms of QUALITY, DELIVERY and AFTER SALES SUPPORT.
6. GVK EMRI will reserve the rights to divide the order to multiple vendors on L1 Rates.
- ✓ The successful bidders shall provide prototype for approval at GVKEMRI, MP premises within 7 days of PO release or bear to and fro charges to vendors plant including boarding and lodging for two persons.
 - ✓ All successful bidders have to furnish a PBG for 10% of PO value failing which the EMD shall be forfeited. EMD amount shall be Rs.5 lakhs.
 - ✓ GVK EMRI reserves the right to levy penalty of maximum of 25 % of PO value for deviations from the technical specifications of the tender and warranty services.

7. Submission of tenders:

- i) The Tender Fee, EMD and Supporting document should contain all the mandatory licenses, manufacturers experience, relevant satisfactory certificates, financial statements and IT returns for the past 3 years along with all tender documents duly signed on each page by proper authority and should be submitted physically before the closing time of tender, to GVK EMRI Bhopal Office.

8. Validity of the tender: The tenders quoted shall remain valid for a period of Twelve months from the date of opening of tenders.

9. EMD Amount:

- i) EMD in the form of a Demand Draft for an amount Rs.5.00,000/- (Rs. Five Lacs Only) in favor of %GVK Emergency Management and Research Institute+ payable at Bhopal to be submitted physically in a sealed cover labeled as %EMD COVER+
- ii) The EMD will be withheld until the finalization of the tender and will be Adjusted against performance guarantee for the successful bidders.
- iii) Successful Tenderer who fails to supply vehicles within the stipulated time shall not be eligible for refund of EMD.
- iv) For unsuccessful tenderer the EMD will be returned after completion of Tender process.

10. Price:

- i) The price offered in the online tender should be inclusive of all costs, duties and taxes applicable, including insurance for delivery at Bhopal or any other location as specified by GVK EMRI.
- ii) All costs and tax components should be shown separately in the Invoice. GVK EMRI may claim back the taxes and duties wherever permissible.

11. Technical evaluation

- i) Technical evaluation of the vehicles tendered will be done by a Technical Committee constituted by GVK EMRI.

12. Warranty:

The fabricator should provide onsite warranty of 1 year, against any defect in fabrication, electrical wiring and equipments used, provided in the fabrication of the ambulance.

For stickering work bidder will be responsible for 2 years in case if any quality defects & the quality of colors (specifications will be provided by GVK EMRI MP).

All the Equipments supplied should contain onsite warranty of and should be attended within 24 hours in city locations and 48 hours for any remote location. Otherwise penalty is applicable.

13. GVK EMRI neither recommends any vendor selected with in or out side tender Specifications nor is responsible for any technical and/or commercial disputes.

14. **Delivery / Supply schedule:** The successful Tenderer has to supply the Fabricated vehicles as per the following supply schedule.

Batch	Number of Vehicles	Fabricated Vehicle to be delivered at GVK EMRI, from date of PO, with in
1	1 (prototype)	Within 10 days from getting the first bare ambulance vehicle
2	37	Within 30 days from date of prototype approval

15. **Re-Allocation / Cancellation of tender:** In case of failure on the part of the successful tenderer to fabricate and delivery the vehicles with in the stipulated date mentioned in the purchase order, GVK EMRI may cancel the purchase order is full, or part, and re-allot the same to next lowest Tenderer who otherwise fulfills all conditions.

16. **Penalty for late delivery:** GVK EMRI will levy/deduct for delayed fabrication of Ambulances as per the below.

Penalty for late delivery: Not withstanding clause 18, the GVK EMRI may levy for delayed supply of vehicles,

A. Penalty for Rs 1000/- per Vehicle per day Upto 7 delay days

B. Penalty of Rs.2000/- per vehicle per day Between 8 To 15 delay days

C. Penalty of Rs.3000/- per vehicle per day Between 15 To 30 delay days

D. Beyond 30 days PO may be cancelled and PBG will be forfeited at the sole discretion of GVKEMRI. The maximum penalty in any case cannot cross 10 % of PO value

17. **Stage inspection and Pre-delivery Inspection:** All fabricated vehicles will be Made available for inspection at GVK EMRI, Bhopal. The inspection will be carried out by a committee constituted/ representative nominated by GVK EMRI

18. **Payment terms:** 90% of payment will be made within 30 days from the date of Delivery of all vehicles, submission of the invoice and acceptance of the fabricated

vehicles. Balance 10% will be retained as Performance Guarantee for one year. However, on submission of Performance Bank Guarantee in f/o GVK EMRI for 10% of PO Value, the remaining payment amount may be released.

GVK EMRI shall be automatically eligible for a discount on total invoice value of
i. 3% if payment is released within 15 days from date of completion of work.

19. Performance Bank Guarantee:

The Performance Bank Guarantee amount is 10% of PO Value which shall be retained for a period of 1 year as mentioned in point no. 18.

However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be encashed & the amount forfeited.

20. Ethics: Any attempt by a tenderer to obtain confidential information, enter into unlawful agreement 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.

21. Jurisdiction: All disputes arising out of or in connection with this tender shall be referred to law courts with Bhopal Jurisdiction only.

22. Power of Cancellation: GVK EMRI reserves the right to cancel the tender notification and reject any or all the tenders, at any time during the process of receipt, evaluation, and finalization of tenders, without assigning any reason what-so-ever.

23. Ownership of tenders: All fabrication designs, drawing submitted remain property of GVKEMRI

24. Force Majeure: If at any time during the validity of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist and the decision of the Company as to whether the work has to be resumed

shall be final and conclusive. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.

25. Fraud & Corruption:

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

- É %Corrupt Practice+means offering, giving, receiving, or soliciting directly or indirectly, of any thing of value to influence the action of an official in the procurement process or in contract execution.
- É %Fraudulent Practice+means misrepresentation or omission of facts in order to execution of contract.
- É %Collusive practice+means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- É %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 for award of a contract, if it is detected that a bidder 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.

In the bid document itself, an undertaking from the bidders may be obtained in the format at **ANNEXURE- IV**.

26. Saving Clause

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

27. **Arbitration Clause:** In case of any dispute, the decision of State Head GVK EMRI MP or his nominee will be final and honored.

TENDER FORM

(Submit in separate forms for other different Annexure mentioned under different serial numbers)

(For the fabrication of Ambulances)

- 1. Name of the fabricator (Organization):**
- 2. Name of the Chief Officer & Address:**
- 3. Address of the registered office of the Fabricator:**
- 4. Address of the Factory / Plant:**
- 5. Number of employees:**

Description	No. Available
Total Manpower available	
Sheet metal technicians	
FRP work technicians	
Mechanical fitters	
Welders	
Electricians	
Painters	
Carpenters	
Managerial staff	

6. Number of vehicles fabricated in 2014 -15
(Please attach pictures of vehicles, list customers)

7. Total turnover in 2013-2014
(Please submit company profile on separate sheet)

8. Total turnover in 2012-2013
(Please submit company profile on separate sheet)

9. EMD details with tender form Rs. 5,00,000/- In words (Rupees five Lacs)

DD.No:

Name of the Bank and Issued branch:

10. Supply schedule:

Batch	Number of Vehicles	Fabricated Vehicle to be delivered at GVK EMRI with in Days (from PO date)
1	1 (prototype)	Within 10 days from getting the first bare ambulance vehicle
2	37	30 days from date of Prototype Approval

11. Declaration by the tender: I have gone through all the tender conditions and I agree to abide by the same.

**SIGNATURE OF THE
TENDERER WITH
DESIGNATION & OFFICE SEAL**

Enclosures: Annexure III to VII duly signed

ANNEXURE- IV

UNDERTAKING ON FRAUD AND CORRUPTION

We M/s [redacted] . Do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of [redacted] under tender reference no. [redacted] . Dt [redacted] . We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner/Director
Designation:

Seal:

ANNEXURE- V

DECLARATION

On

Manufacturing facilities / After Sales Service

Tender enquiry No. _____

For supply of _____

1. Name of the tenderer :
2. Full Postal Address :
3. Telephone No./Fax No. :
4. Email address :
5. Date of inception of business :
6. Registration no. & Date :
7. Issued by :
8. Valid till :
9. Details of manufacturing activity & item wise capacity :
10. Detail of After Sales Service & AMC facilities available locally

Name of the Agency:

Full Postal Address:

Phone / Fax / E-mail:

11. Name of person responsible for 10 above

Sl. no.	Name	Designation	Age	Residential Address
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12. Name of Govt. Departments/ Pvt. Institutions to which the tenderer already supplied the items with quantity, value and supply period As per enclosure
13. Has the tenderer ever been black listed? by any govt. agency? If yes, give details.
14. Are any cases pending in the court related to any supplies? If yes, give details
15. Does the firm have the adequate facilities for Inspection and quality control? Please give details

I, _____ Prop./partner/Director of M/s

Hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

I/we agree to the tender Inviting Authority forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a period of 5 years, if any information furnished by us proved to be false at the time of inspection and non - compliance with terms and conditions of the contract

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted therein. I agree to hold this offer for one year after finalization of rate contract.

Dated: _____
Signature _____
Name of tenderer _____
Address _____

ANNEXURE-VI**PROFORMA FOR PERFORMANCE STATEMENT****(FOR A PERIOD OF LAST 3 YEARS)**Name of firm _____

Sl.No.	Name of the product	Year	Quantity supplied	Value	Name & full address of the purchaser
	1	2	3	4	5
1					
2					
3					

Signature & Seal of the tenderer

ANNEXURE- VII

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in Lakhs (Rs)
1.	2012-13	-
2.	2013-14	-
3.	2014-15	-
Total		- Rs. _____ Lakhs

Average turnover per annum - Rs. _____ Lakhs

Concurrent Commitment

Sl. No.	Contact Ref.	Purchaser	Total Contract Value	Outstanding Value	Estimated Delay in completion date

Signature and seal of the Tenderer

Annexure I - A

DEVIATION FORM

Name of Bidder:-

Notes:

- 1) BIDDER may give here a consolidated list of deviations/ clarifications/ comments for all sections of the Bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations/ clarifications mentioned elsewhere in the offer shall not be binding on the GVK EMRI and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
- 3) BIDDER shall state the reason for the deviations in the Remark column.
- 4) Only the deviations listed herein, in conjunction with the original tender, shall constitute the contract document for the award of the job to the BIDDER.

Section No.	Clause No.	Requirement as per tender	Deviation by bidder	Clarification/comments	Remarks
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The Bidder confirms that all clauses of the Bidding document as are not listed above are fully complied by the BIDDER.

(Signature of Bidder & seal)

Satisfaction Certificate

Certified that, M/s. _____, fabricated _____ no of Ambulances vide

Purchase Orders No: _____, Dated: _____ to
 M/s. _____ in

The state of _____ and the rating of the Fabricator is as follows:

Fabricator Rating						
S No	Description	Very Good	Good	Satisfactory	Poor	Very Poor
1	Adherence to delivery schedules as per the Purchase Order					
2	Quality parameters – FRP quality, Finishing, Electricals, A/C and Painting					
3	After Sales Service and Warranty Service					
4	Availability of the technicians in the respective State/Locations					
5	Submission of laminated colour Wiring diagrams					

Sign of State Fleet Head

Name:

Date:

Sign of COO

Name:

Date:

(COMMERCIAL BID - Separate form enclosed in a separate sealed envelope)

S.No.	Particulars	Qty	Unit Price (inclusive of all types of taxes)	Total Price (inclusive of all types of taxes)	Total Price in words
1	Fabrication work (TATA Winger 3200 WB) (Annexure: I)	38			
2	Stickering (Annexure- II)	38			

**SIGNATURE OF THE BIDDER
WITH DESIGNATION & OFFICE SEAL**

Note: Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

