

GVK Emergency Management and Research Institute

Emergency management control centre,
DMS Campus, Teynampet,
Chennai – 600006, Telephones: 044 – 2888 8060

Invitation of bids for Procuring Tyres and Rate Contract for Tyre Retreading and branding stickers, batteries.

TENDER REFERENCE	:	GVK EMRI/TN/03/SCM/2016-17
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	09-Jan-2017 @ 10.00 AM
LAST DATE FOR SALE OF TENDER DOCUMENT	:	02-Feb-2017 @ 02.00 PM
PRE-BID MEETING	:	19-Jan-2017 @ 02.00 PM
LAST DATE AND TIME FOR RECEIPT OF TENDER	:	03-Feb-2017 @ 10.00 AM.
TIME AND DATE OF OPENING OF TENDER	:	03-Feb-2017 @ 10.30 AM.
PLACE OF OPENING OF TENDER	:	GVK Emergency Management and Research Institute, DMS Campus, Teynampet Chennai – 600 006.
ADDRESS FOR COMMUNICATION	:	GVK Emergency Management and Research Institute, DMS Campus, Teynampet, Chennai – 600 006
Cost of the Tender Document	:	Rs.500/- (Rupees Five hundred only, inclusive of Taxes) for getting Tender document either on hand Or downloaded from our website www.emri.in

Bidding documents may be purchased by eligible interested bidders on submitting a written application to GVK EMRI paying a non – refundable fee by a Demand draft in favour of GVK – EMRI payable at Chennai. The bidding document may be obtained from the office of GVK – EMRI during office hours on all working days. The bidders who have down loaded the bid documents are solely responsible for looking these websites for any added / amendment issued in respect of the bid document.

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Tender Guidelines

1. Definitions

PO – Purchase Order;

Contract – Terms informed in PO

EMD – Earnest Money Deposit

DD – Demand Draft

BG – Bank Guarantee

BC – Banker's Cheque

Purchaser – GVK EMRI, Tamil Nadu

Tenderer – Bidders who have submitted Valid Tender Document

Supplier – Successful Bidder (s), to whom, the tender quantity is distributed to

SBU – Strategic Business Unit

Sample – One piece manufactured / Supplied by the bidder

MANUFACTURER – Original Equipment Manufacturer

Bidder – MANUFACTURER or Authorised Trading partner such as dealers / distributors

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

- 2. PRICE SCHEDULE:** Prices shall be quoted as mentioned in Annexure-1. Price will remain firm and fixed for all supply orders placed during the period of one year from the date of opening.

- 3. TERMS OF DELIVERY:** The Tenderer shall be responsible to arrange safe delivery of goods, by rail/road at the delivery address given below. The rates quoted by the Tenderer should include all costs for free delivery to consignee's site i.e.

GVK Emergency Management and Research Institute

Emergency management control centre

DMS Campus, Teynampet,

Chennai – 600006.

Ph: 044 28888060

- 4. Eligibility Criteria:** Primary Manufacturers or their authorized trading partners such as dealers / distributors can participate in the tender. Trading partners should have the Valid authorization letter from the MANUFACTURER

- a) Past performance of the bidder should be submitted.
- b) The bidder shall produce Bureau of Indian Standards (BIS) certificate valid on the date of bid opening failing which their tender is likely to be rejected at the sole discretion of GVK EMRI.
- c) Bidder should not have been convicted for any criminal or economic offences by any court in India or abroad.
- d) Bidders shall have an average annual turnover of at least Rs.50 lakhs during the last three financial years for tyres.
- e) Bidders shall have an average annual turnover of at least Rs.15 Lakhs during the last three financial years for branding stickers.
- f) Bidders shall have an average annual turnover of at least Rs.25 Lakhs during the last three financial years for batteries
- g) The manufacturer or their dealer should not be blacklisted by state/central government departments/organization.

5. Submission of Tenders

The Bid should be in a sealed cover super-scribed "Tender for Supply of Tyres, Batteries, Branding stickers and rate contract of retreading of tyre supplies" and clearly mention Tender number and date.

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

A. Super scribed Sealed Cover A - Prequalification cover:

- a. Tender Application form duly filled and signed by the authorized person
- b. Earnest Money Deposit, EMD
- c. IT returns and financial statements for last three years.
- d. Excise Duty/Sales Tax/VAT registration certificate.
- e. Copy of PAN/TAN.
- f. Relevant manufacturing licenses.
- g. Customer feedback opinions.
- h. Valid Authorization letters from the OEMs (in case of trading partners) for Supply & Participation in Tender.
- i. Technical Specifications offered
- j. Tender fee.(Even though downloaded)

B. Super scribed Sealed Cover B: Containing Annexure wise Price Bid as per format in Annexure-1

- Please mention clearly on each sealed cover the Annexure, meant for.
- The Bid should be dropped in the box provided for this purpose at GVK Emergency Management and Research Institute, Emergency management control centre, Campus of Directorate Medical services, Teynampet, Chennai 600 006.
- The Bid should be properly page numbered, signed and should have appropriate and relevant contents.
- Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected.
- Bidder should quote their prices in the scheduled format supplied in this tender form giving the breakup of prices. Tenders received in any other form will not be entertained. (Annexure 1)
- Bidder should sign the certificate provided in the tender form "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.
- Bid received by the purchaser after the deadline will be summarily rejected by the purchaser.

Validity of the tender: The tenders quoted shall remain valid for a period of 12 months from the date of opening of tenders

6. Opening of tenders:

The Tender 03/2016-17 will be opened on 03-Feb-2017, in the presence of the bidders or their authorized representatives and Tender Committee Members at the venue mentioned hereunder.

Venue of Tender Opening: GVK EMRI, Emergency management control centre, Campus of Directorate Medical services, Teynampet, Chennai 600 006. The price bid cover will be opened after evaluation of 'Technical Bid' and the date and time will be intimated to bidders whose bids are responsive and selected by the purchaser. The purchase will prepare the minutes of the bid opening.

7. EMD Amount:

Each tender form should be accompanied by EMD in the form of Demand Draft to the amount of 1% for the entire amount quoted, drawn in favor of "GVK Emergency Management and Research Institute", payable at Chennai. EMD will be adjusted against Security Deposit for the successful bidder, and for others the DD will be sent back, within stipulated period.

8. Price:

- The price offered in the tender should be as per the structure requested in the Tender document Annexure-1

- All Quotes shall be in Indian Rupees and duly attested in case of any corrections.
- All freight costs & Transit insurance are to be borne by the bidder
- Original manufacturers and supplier can participate for any number of line items. In such instances, annexure wise allocation of Quantities will be ignored to encourage maximum participation of manufactures, giving cost effectiveness.
- In case of imports, all duties and any other costs (foreseen or unforeseen) have to be borne by the bidder and to be clearly indicated in the quote
- 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 Tender Committee is final to equally distribute the schedule quantity among the L1 bidders.

9. Technical evaluation

- Technical evaluation of the items tendered will be done by a Tender Committee constituted by the GVK EMRI, Tamil Nadu.
- Specifications for each of the items will be as detailed in the respective annexure
- Tenders submitted with technical specifications and commercial bid will alone be considered for evaluation.
- The commercial bids of suppliers who are successful in Technical Evaluation only would be considered.
- In case, if Technical Committee is not convinced with any of the specific items in any one annexure with respect to Quality parameters, then it is Committee's decision whether to opt for Item-wise (in the same annexure), Quality evaluation to qualify multiple bidders for the annexure
- The decision of the Committee formed by Purchaser would be final.

10. Samples for Inspection

- a. The products fulfilling technical specifications will be considered by the technical committee. Wherever required the scale 1-10 will be applied for the finalization of the products by the technical committee

11. Commercial Evaluation:

Commercial bids of the bidders who qualify the Technical Bids will be opened in the presence of Bidders / representatives and Tender Committee Members. ,

12. Quantity Division

Each Delivery Schedule of Requirement incorporate in the tender enquiry document will be ordered from Lowest Responsive Bidder (L1). However, it is purchaser's decision to assess the capacity of the L1 bidder to support the requirement. . If L1 refuses to supply and in case of L1 bidder capacity is less than quantity required, the purchaser has the right to split the order quantity among the other bidders in the order of lowest to highest bidder as per the provisions of transparency in Tenders Act & Rules.

13. Authority for Signing Tender 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 from 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

14. 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.

15. Quality Inspection

- a. For every unit supplied by the supplier, the conformance to the Specifications mentioned in the Tender shall be established by the supplier.
- b. Supplier represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of GVK EMRI, and as amended from time to time in the sole discretion of GVK EMRI. Supplier further represents and warrants that the Product supplied by Supplier in strict compliance with all applicable central, state and local laws.
- c. Supplier shall maintain the highest standard of quality in the Product production process. Supplier shall follow and abide by all directions, requests, suggestions or instructions of GVK EMRI regarding the quality standards required by GVK EMRI in connection with the manner of production, manufacture, Packaging, storage and delivery of the Product.
- d. Every unit supplied by the supplier as per the contract should carry a certificate indicating that the particular unit was subjected to quality check as per the documented procedure and that it was found conforming to the requirements. Such a certificate should be signed by the Quality Assurance Personnel of the Supplier / any inspection agency GVK EMRI prefers.
- e. The supplier shall facilitate in-process and / or Pre-delivery inspection by the Representatives of the Purchaser , as and when, the same is required by the Purchaser
- f. Notification by Supplier – In case of inspection at the Supplier's premises, notice in writing shall be sent by the Supplier, sufficiently in advance, to the Purchaser when the items to be supplied, are ready for inspection.
- g. Rejections – At delivery, GVK EMRI in its sole discretion may reject any Product produced or manufactured by Supplier for any reason, including, but not limited to defects, or failure to meet quality standards, etc.
- h. Removal of Rejections - Any supplies inspected and rejected at Purchaser's premises must be removed by the Supplier, within 7 days from date of receipt of intimation of rejection of supplies in case of indigenous suppliers & 28 days in case of foreign suppliers. If the rejected goods have already been paid for (partly or fully), the supplier shall before removal of rejected goods , either deliver correct replacement goods at Purchaser's premises completely free of cost (including cost of goods , freight, taxes, duties etc) or refund the payment received as well as make full compensation for freight taxes , duties etc. Such rejected items shall lie at supplier's risk from the time of such rejections and if not removed within the above time limit, the Purchaser shall have the right to dispose off the said rejected materials as he may deem fit without any financial obligation to the supplier.

16. Supplier Responsibility

- a. Under any circumstances, No supplier shall supply the goods, in which recycled materials are used / used-disposables to GVK EMRI. If GVK EMRI finds any such instance, it will lead to cancellation of PO and subsequent severe punitive (legal and financial) actions by GVK EMRI. However, all the consequential costs are to be borne by the Supplier to GVK EMRI.
- b. The supplier is responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Purchaser at its works or other place of final destination. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy, 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.

- c. The supplier shall responsible for any extension in the period of tender like validity, quantity for the same agreed price and terms.

17. Responsibility for proper packing, wherever required

- a. 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. In case if a bidder has got successful for more than one item, the supply shall be packed in lots, as per the instructions of EMRI Tamil Nadu.
- c. 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 Supplier's packing list.

18. Delivery

- a. Timely delivery is the essence of the contract & must be completed as per the dates specified therein.
- b. The Supplier shall deliver items in strict accordance with the delivery terms indicated in the Purchase Order issued to the successful bidder/s
- c. Notification of delivery or dispatch in regard to each and every consignment shall be made by the Supplier to the authorities named in the Contract.
- d. If there is shelf life attached to any of the items that are mentioned in the tender, the Supplier shall ensure the 75% of the shelf life to be left out with the goods at the time of delivery at the Purchaser's location. Otherwise, the Purchaser is liable to return to inward the consignment and the supplier to replace the consignment with stocks of healthy shelf life (>75%).

19. Failure and Termination

Should the Supplier fail to deliver the items or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his/ her option, to the following:

- a. **Delayed Penalty:**

Up to 7 Days from Delivery Due Date	0.25% Per Unit Per Day
From 8th day to 15 th Day	0.50% Per Unit Per Day
From 16th day to 22nd Day	0.75% Per Unit Per Day
From 23rd day to 30th Day	1.00% Per Unit Per Day
Above 30 Days	5.00% Per Unit Per Day

20. 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

21. 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.

22. Quantity of Delivered Items

- a. If the quantity received by the Target Delivery date is less than the PO Scheduled quantity, then the physical quantity received will be the quantity certified by the Purchaser.
- b. If the quantity received is more than the PO quantity, the excess quantity shall not be paid for, by the Purchaser.
- c. In case of any supply quantity with upper or lower tolerance of over 5%, GVK EMRI will have the right to accept or reject the material immediately.

23. Taxes, Duties and Levies

- a. Tenderers must clearly mention their Sales Tax Registration, Excise Control Code Number (ECC) & TIN/ SRIN etc 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 an decrease in the Statutory Taxes / Duties / Levies, the same has to be passed to the Purchaser.

24. Guarantee

The supplier must take the entire responsibility to supply the Quality-oriented products to GVK EMRI. In case of distributors, the responsibility lies with the distributor to ensure the supply of right quality materials to GVK EMRI. At the time of supply itself, the supplier shall not supply the materials with seal-open condition, for any of the Tyres / Retreading of tyres, etc

26. Performance Guarantee

The supplier must take the entire responsibility to supply the Quality-oriented performance to GVK EMRI. In case of Supplier, the responsibility lies with the deliver to ensure the supply of right quality Service to GVK EMRI. At the time of Service itself, the vendor shall not service the units with seal-open condition, for any of the Units etc., Successful bidder shall pay 05% as demand draft for entire business, this will be considered performance guarantee fund when the vendor not able to perform as per requirement the amount will be taken back by GVK EMRI.

27. 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 arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfillment of the contract.

Supplier shall agree to indemnify, defend and hold GVK EMRI and its officers, directors, employees, agents, its parent, partially or wholly owned subsidiaries, franchisees, successors and assigns harmless from and against any and all liability, losses, damages, claims, liens, expenses or causes of action including, but not limited to reasonable legal fees and expenses that may be incurred by GVK EMRI, arising directly or indirectly out of, or in connection with, Supplier's violation or breach of any of the terms of this Agreement or any act or omission to act by Supplier in violation of the Agreement. GVK EMRI shall provide Supplier with prompt written notice of any claim for which indemnification is sought and shall have the right to participate in the defense of any such claim.

28. Warranties and Obligations:

- a. Supplier irrevocably offers warranty of the product against any manufacturing defects and contamination of material.
- b. Supplier represents and warrants that it will use its best efforts to produce and distribute the Product in accordance with the terms and conditions of this Agreement.
- c. Supplier shall be solely responsible for the production and distribution of the Product and will bear all related costs associated therewith, except as otherwise provided in this Agreement.
- d. Replacing the defective items should be done immediately within 5 working days.

29. Compliance of the Laws of the land

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

30. Documentation requirements

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

- a. Invoice in original along with one additional copy, both duly signed and stamped by Supplier.
- b. Original Packing list.
- c. A copy of Purchase order raised by GVK EMRI, Chennai
- d. Certificate for the Quality assurance from the supplier / Agency.

31. Product Withdrawal

- e. If it is deemed necessary at any time by either GVK EMRI 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 GVK EMRI, either as a result of failure of the Product or Supplier to strictly comply with GVK EMRI's quality standards or any governmental health rule or regulation, or shall fail to comply with any other governmental authority or agency having jurisdiction, supplier shall bear all costs and expenses incurred by it and/or in complying with the recall or withdrawal procedures, unless (and only then to the extent) such recall or withdrawal is solely the result of the negligence or misuse by GVK EMRI.
- f. If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the GVK EMRI or any federal, state or local authority, GVK EMRI shall take such action as it deems necessary to recall or withdraw the product from field (Ambulances in the field) and Supplier shall immediately reimburse for the costs and expenses incurred.
- g. If the product supplied is not as per the specification on analysis of the samples by appropriate approved labs/authority then the rejected and available quantities have to be lifted back by the supplier. All cost and consequences of such rejected quantities shall be borne by the supplier.

32. Product Allocation and Stocking

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

33. Trademarks

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

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

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

35. Termination

- o. GVK EMRI's Right to Terminate for Cause.
 - GVK EMRI, Chennai Tender 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:
 1. Fails to continuously supply the Product for four consecutive weeks from the date of target delivery date.
 2. 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;
 3. Fails to obtain or maintain product liability insurance in the amount and type provided for herein
 4. Breaches any provision of this Agreement, and fails to cure such breach within seven (7) days after it receives a written notice of breach from GVK EMRI.
 5. GVK EMRI' Tamil Nadu Tender committee has Right to Terminate without Cause. GVK EMRI shall have the right to terminate this Agreement by written notice to Supplier.
 6. 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 GVK EMRI.
 7. Upon receipt of the notice of termination from the Purchaser, the Supplier shall either immediately or upon the date specified in the notice of termination, cease

all further supply 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 parts executed by the Supplier as of the date of termination.

36. Infringements

- p. Supplier agrees to fully cooperate with GVK EMRI, Chennai in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. .

37. Governing Law; Dispute Resolution

- q. 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 Chennai and language shall be English.

38. Notice

- r. 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.
- s. All such notices shall be effective upon delivery or upon refusal to accept delivery.
- t. 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

- u. 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.
- v. 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.
- w. 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.
- x. Bidders or employees of bidder cannot claim or construed as employees of GVK EMRI.

40. 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. 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.

41. Dispute Redressal Committee

All disputes can be addressed by amicable settlement by Tender committee – GVK EMRI, Tamil Nadu.

42. Declaration by the Tenderer

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

43. Waiver

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.

44. Liability of GVK EMRI:

It is expressly understood and agreed by both the supplier and GVKEMRI, Chennai that the though respective State Governments / Government of India are not a party to this Agreement and have no liabilities, obligations or rights hereunder, any delay in the release of supplier 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, Chennai is not 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, Chennai responsible for delayed payments and GVKEMRI, Chennai 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, Chennai arising out of this Agreement and not to sue GVKEMRI, Chennai for any reason, as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement

45. Payment Terms

Payment will be made after 30 days of delivery, inspection, acceptance and Receipts of the Goods. The bidder should submit the bills/invoices with a copy of delivery challans – duly acknowledged by the Purchaser and order copy with satisfactory inspection report of the designated Technical Committee after Delivery duly signed and accepted should be submitted at EMRI, Chennai Office in original. Three copies of each document should be made and one copy handed over to the authority at delivery site.

46. FALL CLAUSE:

- a. The prices quoted for the material supplied under this tender by the Supplier shall in no event exceed the lowest price at which the Supplier sells or offers to sell similar material in similar volume of identical description to any person(s)/organization(s) including the Purchaser or any other GVK EMRI office located at any other place in India. If at any time during the said period, the supplier reduces the sale price, sells or offers to sell such stores to any person(s)/organization(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer to sale to the Purchaser and the price payable under the contract for the material supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

I/We convey unconditional acceptance to all the terms and conditions specified herein.

Signature of the Tenderer

Place:

Date:

Name in Block Letters
Capacity in which tender is signed
Address in full
Phone No – Landline
Phone No - Mobile

Office Seal

Annexure-1
Tender Application Form

(Submit separate forms for different annexures mentioned under different serial numbers)

- 1) Name of the Manufacturer, Dealer or Distributor:
- 2) Name of the Chief Officer & Address:
- 3) Address of the Registered office of the dealer:
- 4) Price quoted per one Set of Equipment/Material Mentioned:
(The price quoted should be inclusive of all taxes except state taxes; the tax component should be shown separately)
- 5) Warranty offered:
- 6) Number of service centers in India (wherever applicable) :
- 7) Name & Address of Service Centers (wherever applicable) :
- 8) EMD Details with Tender form:
- 9) DD No:
Date:
Name of Bank & Branch:
- 10) Tenderer may quote items as per the below Performa

S.No:	Annexure No.	Item Description	Brand Name	Company	Unit	Basic Price	Tax	Qty	Total Value
1									
2									
3									

* Use Separate Papers if the above space provided is insufficient to bid

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

Place:

Date:

Signature of the Tenderer with Designation & Office Seal

ANNEXURE 2

Description of Delivery-Annexure

Delivery Annexure	Description of Delivery Annexure	Quantity
Annexure 3	Tyres	4984 Nos
Annexure 4	Retreading of Tyres	190 Nos
Annexure 5	Stickers	725 Nos
Annexure 6	Batteries	600 Nos

Common Requirements for all items:

- Manufacturer shall have BIS certificate, ISO and CE Certifications for all the products indicated in our annexure
- Manufacturer shall have got good reputation of manufacturing the products listed in our annexure , at least for last 3 years, with high reputed Companies or any other parties of consumption

Delivery Annexure and Specification:

Annexure	Vehicle type	Material Description	Load index	UOM	Projected Quantity
Annexure 3a	Swaraj Mazda	Tyre 7.5 x 16	124/120	Each	276
Annexure 3b	Tempo traveler	Tyre 215/75 R15	115/113	Each	3663
Annexure 3c	Tempo Kurkha	Tyre 7.50 R16	122/118	Each	770
Annexure 3d	Tempo traveler	Tyre 215/75 R14	112/110	Each	85

Annexure	Description	Specification	UOM	Projected Quantity
Annexure 4	Retreading tyres	7.50 X 16 Rib type	Each	190

Annexure	Description	Specification	UOM	Projected Quantity
Annexure 5a	Branding stickers	Tempo Traveller stickers as per photos attached (with internal stickers)	Each	575
Annexure 5b	Branding stickers	Swaraj Mazda stickers as per photos attached (with internal stickers)	Each	9
Annexure 5c	Branding stickers	Neo-natal stickers as per photos attached (with internal stickers)	Each	63
Annexure 5d	Branding stickers	Four wheel drive stickers as per attached photos	Each	78

Annexure	Description	Specification	UOM	Projected Quantity
Annexure 6	Batteries	12 V 80 Ah	Each	600

Tempo branding sticker photos:







Swaraj Mazda Branding Sticker photos:





Tempo Neo Natal branding sticker photos:





Tempo Four Wheel Drive Branding sticker Photos:



Medical Rack Sticker for Swaraj Mazda

Sizes for Medical Rack Stickers

Stickers - Specifications for Force		
S. No.	List of Rack Labels	Sizes
1	Rack 1	13.3 cm x 6.5 cm
2	Rack 2	10 cm x 3.2 cm
3	Rack 3	10 cm x 3.8 cm
4	Rack 4	10 cm x 4.3 cm
5	Rack 5	4.5 cm x 3.8 cm
6	Rack 6	14.3 cm x 3.8 cm
7	Rack 7	4.5 cm x 3.2 cm
8	Disinfectant	3.5 cm x 3.8 cm
9	Side Rack	6 cm x 6 cm
10	Wash Basin	4.5 cm x 2.0 cm
11	Wheel Chair	7.6 cm x 2 cm
12	Collapsible stretcher	12 cm x 1.2 cm

Stickers - Specifications for Swaraj Mazda		
S. No.	List of Rack Labels	Sizes
1	Rack 1	10.5 cm x 10 cm
2	Rack 2	15.5 cm x 4.2 cm
3	Rack 3	15.5 cm x 4.7 cm
4	Rack 4	5.5 cm x 5.3 cm
5	Rack 5	9.3 cm x 9.3 cm
6	Rack 6	15.5 cm x 4.2 cm
7	Rack 7	5.5 cm x 5.3 cm
8	Disinfectant	5.5 cm x 5.5 cm
9	EMT Rack	3 cm x 6 cm
10	Side Rack - Left side	6.5 cm x 6.5 cm
11	Side Rack - Right side	6.5 cm x 12 cm
12	Liquid Hand Wash	7.5 cm x 2cm

13	Fire Extinguisher	12 cm x 1.2 cm
14	Oxygen flow meter	12 cm x 1.2 cm
15	Scoop board	7.6 cm x 2 cm
16	Spine board	7.6 cm x 2 cm
17	Suction apparatus	6.6 cm x 2 cm
18	Attender Seat	10 cm x 4.8 cm
19	Pilot Cabin	9.5 cm x 5.3 cm
20	Platform Tray	9.5 cm x 4.2 cm
21	Attender Seat (Extrication Tools)	14.3 cm x 5.5 cm

Neo Natal Stickers		
S. No.	List of Rack Labels	Sizes
1	Rack 1	15.4 cm x 5 cm
2	Rack 2	5 cm x 3.8 cm
3	Rack 3	5 cm x 3.2 cm
4	Rack 4	14.2 cm x 3.3 cm
5	Rack 5	6 cm x 3.2 cm
6	Rack 6	6 cm x 4.3 cm
7	Rack 7	6.5 cm x 3.2 cm
8	Rack 8	4.8 cm x 3.3 cm
9	Suction apparatus	10.4 cm x 1.4 cm
10	Oxygen flow meter	10.8 cm x 1.4 cm
11	B Type cylinder	9.4 cm x 1.4 cm
12	D Type cylinder	9.4 cm x 1.4 cm

13	Needle & Syringe Destroyer	9.5 cm x 2 cm
14	Wash Basin	5.5 cm x 2 cm
15	Wheel Chair	9.5 cm x 2 cm
16	Collapsible stretcher	14.5 cm x 2 cm
17	Fire Extinguisher	14.5 cm x 2 cm
18	Oxygen flow meter	14.5 cm x 2 cm
19	Scoop board	9.5 cm x 2 cm
20	Spine board	9.5 cm x 2 cm
21	Suction apparatus	14.5 cm x 2 cm
22	Attender Seat	9.5 cm x 4 cm
23	Pilot Rack	9.5 cm x 4 cm
24	Pilot Cabin	9.5 cm x 3 cm
25	Platform Tray	9.5 cm x 4 cm
26	Attender Seat (Extrication Tools)	14.5 cm x 6 cm

13	Disinfectant	7.5 cm x 1.4 cm
14	Disposable items	10.2 cm x 1.4 cm
15	Fire Extinguisher	10.1 cm x 1.4 cm
16	Transport Incubator	12 cm x 1.4 cm
17	IV Stand	5.8 cm x 1.4 cm
18	Oxygen regulator	10.5 cm x 1.4 cm
19	Ventilator-SCHILLER	11.8 cm x 1.4 cm
20	Wash Basin	8.2 cm x 1.4 cm