

**INVITATION OF ONLINE TENDER FOR SUPPLY OF SHOES****GVK Emergency Management and Research Institute**

Gujarat-108 Emergency Management Centre, Naroda -Kathwada Road,  
Naroda, Ahmedabad-382 330; Phone: 079-22814896 Email:- [ashish\\_muley@emri.in](mailto:ashish_muley@emri.in)

**General brief about GVK EMRI:**

GVK Emergency Management and Research Institute (GVK EMRI) was established as a not-for-profit Organization. GVK EMRI is a Society, registered under the provisions of Andhra Pradesh Societies Registration Act, 2001, in February 2005 and provide services free of cost through a toll free number '108' to every citizen of our country under Public Private Partnership (PPP) frame work. Vision of GVK EMRI is to support and build capabilities to save one million lives per annum nationally and establish GVK EMRI as a premier Research and Training Institute.

GVK EMRI, under the Public-Private-Partnership, has made substantial progress over the last 10 years in providing Emergency Response Services across the country and presently operate over 10000 state-of-the-art ambulances in 15 States and 2 Union Territories viz Andhra Pradesh, Telangana, Tamil Nadu, Karnataka, Goa, Gujarat, Dadra Nagar Haveli Daman & Diu, Chhattisgarh, Assam, Meghalaya, Uttarakhand, Himachal Pradesh, Uttar Pradesh, Rajasthan and Arunachal Pradesh to provide pre-hospital care covering a population of 750 million. Everyday GVK EMRI is serving on an average 24,000 emergencies (41 million emergencies attended since inception) and saving over 750 lives every day and cumulatively have saved more than 15 lakh lives since the launch of the services and provide direct employment to over 42,000 associates while continuing to be a not-for-profit organization.

GVK EMRI's innovative approach has revolutionized the concept of Emergency Services in India. The organization to its credit has pioneered the first of its kind inventions in India such as providing a Single Toll-Free number (108) for initiating the emergency response and a comprehensive coverage of emergencies involving Medical, Police and Fire departments, In-ambulance Pre-hospital care to mitigate the effects of medical emergency of the victim under the guidance of a specially trained Emergency Physician, Research and Training etc. Today "108" is synonymous with the best-in-class emergency service and has been acknowledged as the most efficient, speedy, reliable and professional service provider in the category.

With increased focus on research and analytics and collaborations with internationally renowned institutions like Stanford School of Medicine, GVK EMRI has plans to significantly enhance the overall emergency management scenario - further reducing individual suffering.

**Objectives of Contract:**

GVK EMRI intends to enter in to rate contract for the supply of Shoes as per specifications of Tender Documents.

Only online commercial bids will be accepted and Tender bids in other forms (physical) without online commercial bid submission will be rejected.

**Important dates and deadlines for tender are given below.**

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TENDER REFERENCE	: GUJ/ET/SHOES/RC/1718
TENDER DOCUMENT DOWNLOAD	: 13/09/2017 onwards
START DATE	
PRE BID MEETING	: 18/09/2017 at 14.00 Hrs
LAST DATE & TIME OF SUBMISSION OF ONLINE TENDER	: 04/10/2017 up to 18.00 Hrs
LAST DATE & TIME FOR PHYSICAL RECEIPT OF EMD AND SUPPORTING DOCUMENT AT OUR OFFICE	: 05/10/2017 up to 14.00 Hrs
TIME AND DATE FOR OPENING OF TENDER <u>TECHNICAL BID</u>	: 05/10/2017 at 16.00 Hrs
TIME AND DATE FOR OPENING OF TENDER <u>COMMERCIAL BID</u>	: After evaluation of technical bid
BID VALIDITY	: 180 Days
COST OF THE TENDER DOCUMENT	: Rs. 1500/- (Non Refundable)

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Online e-tenders are invited by **GVK Emergency Management and Research Institute**, a nodal agency for Govt. of Gujarat (Dept. of Health & Family Welfare) for providing emergency response services in the state of Gujarat from reputed companies/agencies for the supply of Shoes as per tender terms and conditions as stated in tender document.

The online tender documents can be downloaded from website **<https://emri.nprocure.com>** for online price bids.

Bidders who wish to participate in this tender will have to register on <https://emri.nprocure.com>. Further Bidders who wish to participate in online tender will have to procure Digital Certificate as per Information Technology Act 2000 using which they can digitally sign their electronic bids. Bidders can procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

**Manager (Marketing),  
(n) code Solution-A division of GNFC Ltd.**

301, GNFC Infotower, S.G.Road, Bodakdev,  
Ahmedabad-380054 (GUJARAT)  
Phone: 079-26854511, 26854512, 26854513  
Fax: 079-26857321

### **A. Tender Guidelines**

#### **1. Definitions**

PO –	Purchase Order;
GVK EMRI- Contract –	GVK Emergency Management and Research Institute, Terms informed in PO
EMD –	Earnest Money Deposit
DD –	Demand Draft
BG –	Bank Guarantee
BC –	Banker's Cheque
Purchaser –	GVK EMRI, Gujarat
Tenderer –	Bidders who have submitted Valid Tender Document
Supplier –	Successful Bidder (s), to whom, the tender quantity is distributed to
SBU –	Strategic Business Unit
Bidder –	MANUFACTURER or Authorized Trading partner (such as Dealers / distributors / Stockiest / Wholesaler etc)
R.C.	Rate Contract

- 2.** The entire document should be properly page numbered, signed and should have appropriate and relevant contents.
- 3.** A pre-bid meeting can be conducted at the Conference hall of GVK EMRI, Naroda Kathwada Road, Ahmedabad 382 330.
- 4.** Tender Fee, EMD and Supporting Documents must be physically submitted, signed by proper authority on each page of the Tender documents and the Annexure there in, to GVK EMRI Ahmedabad Office at Naroda Kathwada Road.
- 5. Only Online commercial bids will be considered and no tender bids in other (Physical) form will be accepted.**

Tenders not satisfying the procedure prescribed in the tender document will be treated as invalid and will be rejected summarily. Further, the GVK EMRI, Gujarat reserves the right to accept or reject the lowest or all offers without assigning any reason thereof.

For further details / clarification, please contact:

**Mr. Ashish Muley**

Supply Chain Management

GVK Emergency Management and Research Institute,

108 Emergency Management Centre,

Naroda-Kathwada Road, Ahmedabad - 382330.

Tel: 079 22814896 / E-mail: [ashish\\_muley@emri.in](mailto:ashish_muley@emri.in)

**B. PROCEDURE FOR SUBMITTING TENDER DOCUMENT**

1. The tenderer should invariably submit his tender in three sealed covers separately namely [1] Tender Fee, [2] E.M.D. covers [3] Technical Supporting

Above three envelopes are again put in single envelope super scribed with the tender no. GUJ/ET/SHOES/RC/1718

2. Online tender(s) without physical submission of tender fee, EMD and supporting documents duly signed will not be considered and will be summarily rejected.
3. Tender must quote their prices (On-line only) in the schedule format supplied in the online tender form. Tender received in any other form will not be accepted.

**4. Tender fee and EMD Cover**

4.1 Payment towards Tender Fee should be made by Demand Draft (DD) payable at Ahmedabad at any Nationalized / schedule bank.

4.2 **EMD Rs. 50,000/-** should be paid in form of Demand Draft in favor of GVK EMRI drawn on any bank in Ahmedabad OR irrevocable Bank Guarantee issued by Nationalized Bank including the Public Sector Bank / Private Sector Bank / Regional Rural Bank of Gujarat / Co-operative Bank of Gujarat mentioned in G.R.No.EMD/10/2016/328/DMO, Dt. 01/05/2017 of Finance Department, Govt.of Gujarat as amended from time to time will be followed. The DD/BG should be issued by bank after the date of advertisement of tender enquiry.

4.3 Bank Guarantee will be accepted in case, where amount of EMD exceeds Rs. 5000/- B.G. should be valid up to 6 month from the date of its issuance. E.M.D. in any other form will not be accepted.

4.4 Payment should be made in favor of " GVK Emergency Management and Research Institute" Ahmedabad, Gujarat, India.

4.5 Payment made toward Tender Fee will not be refunded

4.6 Non-payment of the Tender Fee will make the tenderer liable for disqualifications.

4.7 EMD would be refundable under following conditions:

- a) Tender is closed at any stage of procurement
- b) Rejection of bid at primary or technical scrutiny level
- c) After issuance of Rate Contract/Purchase Order.

4.8 Non- payment of the EMD will make the tenderer liable for disqualifications.

4.9 Those tenderers who are exempted for payment of Tender Fee and EMD must enclose necessary documents like SSI Registration [of Gujarat State] along with NSIC / DGS&D / CSPO Registration for item under tender enquiry.

4.10 Wrong / Fraudulent data submission may lead to disqualification /debarment. Please ensure that you furnish correct data.

### **C. Tender Evaluation:**

Tender will be evaluated in three stages:

a. **Preliminary evaluation:**

I. Tenders will be scrutinized for their adequacies in terms of Tender Fee, EMD and required Documents with Tender as per Annexure X.

II. All vendors are requested to strictly submit the documents in sequence as per preliminary evaluation criteria.

b. **Technical evaluation :**

- a) Technical evaluation of the item tendered will be done by a Technical Committee constituted by the COO GVK EMRI, Gujarat.
- b) Tender submitted with basic specifications mentioned in this tender form will only be considered.

All vendors who meet the preliminary criterion and submit technical bids conforming to the technical evaluation criterion will be shortlisted for commercial evaluation.

The vendor should provide the satisfactory certificate and technical evaluation certificate or any other proof stating his work quality provided by earlier customers. Tender committee may scrutiny the details provided by the vendor and will decide the eligibility of the vendor to next stage.

**Eligibility Criteria:** Online Bid for the Supply of Shoes on rate contract or Quantity basis as mentioned in the tender details section is invited online (internet), Following being the eligibility criteria:

- (a) Tenderer must be an Indian Manufacturers / Stockiest / Dealers / Distributor / Wholesaler for Supply of Shoes.
- (b) The Manufacturers should have experience of manufacturing and selling of quoted product for three financial years preceding the date of opening of technical bid. For this purpose, they have to submit Chartered Accountant's certificate in original/self-attested, showing year wise production and sales for quoted product for last three years.
- (c) In case of Tenderer is not manufacturer it should have experience of selling quoted product for three financial years preceding the date of opening of technical bid. For this purpose, they have to submit Chartered Accountant's certificate in original/self-attested, showing year wise sales for quoted product for last three years.
- (d) Tenderers who have been blacklisted/ debarred by tender inviting authority or by any other State Government or Central Government department/Organization shall not be allowed to participate in the tender process during the period of blacklisting / debarment.

The legible and certified copies of the following Technical supporting documents must be submitted as mentioned in Annexure –.

- i) Manufacturing license: Industrial license / I.S.I. Certificate / Factory Inspectors license / Product permission {if applicable}/ Registration certificate with C.S.P.O./ S.S.I./ K.V.I.C./ N.S.I.C./ D.G.S.&D / MSME Part-II acknowledgment /SIS registration and Central Excise Registration /Udyog Aadhar acknowledgment of the Bidder or Principal manufacturer {whichever is applicable}.
- ii) Copy of the Partnership deed (if manufacturer) / Memorandum of Articles {whichever is applicable}.
- iii) GST registration copy.
- iv) Permanent Account number(PAN) copy.
- v) Year wise production and sales for quoted product for last three year preceding of opening of technical bid.
- vi) All photocopies are required in self-attestation mode except **Annexure XI which needs to be attested by First Class Magistrate / Notary public.**
- vii) **Affidavit in ORIGINAL on Non - Judicial Stamp Paper of Rs. 100/ - duly attested by First Class Magistrate / Notary public. Annexure - XI**
- viii) Entire Tender Document with annexure duly signed & stamped
- ix) Empanelment form giving all financial / market / statutory details about firm / company (Annexure IX).
- x) Audited Financial statements with all reports .In case of unaudited Financial Statements CA Certified Turn Over Certificate must be enclosed for the past 3 years as a compliance to **average turnover Rs. 10 Lakhs / Annum.**
- xi) Only one bid will be accepted from a Group of companies and entities .
- xii) 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

GVKEMRI 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 GVKEMRI and prohibited from participating in any of future tenders for a period of 10 years. GVKEMRI may at its sole discretion will use services of a third party to verify the authenticity of the data furnished by vendors

All vendors who meet the preliminary criterion and submit technical bids conforming to the technical evaluation criterion will be shortlisted for commercial evaluation.

### **c. Commercial evaluation**

Commercial Bids of the vendors, who qualify in the Technical Bid Evaluation, will be opened online. L-2 and other qualified vendors will be contacted only if L-1 vendors fail in delivery schedules/any other tender terms and conditions.

**Commercial Bid :**

C1.1 The commercial bid submission should be done on the website only <https://www.nprocure.com>

C1.2 The bids should be submitted on or before the time stipulated in tender notice at the website <https://www.nprocure.com>

C1.3 Any type of price should not be disclosed in physical documents otherwise bid will be rejected.

Note:

No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.

#### **D. General Terms & Conditions of Tender**

1. Before submission of any tender, the tenderer must verify that they have submitted all relevant certificates / permissions / registration documents in proper format along with tender. No intimation of missing documents and no documents will be accepted thereafter and the tenders will be processed on the basis of available documents / certificates. If the requisite documents are not submitted or even if submitted are not in proper format, the tender is liable to be rejected.
2. The E.M.D. / Security Deposit shall liable be forfeited in the following circumstances when the,
  - (a) Tender is rejected due to failure to supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricate documents.
  - (b) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.
  - (c) Party fails to supply the goods / items as per the orders / R.C. placed by GVK EMRI within the delivery period so stipulated time line.
  - (d) Party fails to replace/correct the supplied material declared to be wrong / different from specification and R.C. holder / successful bidder have to refund the cost of such goods.
3. **Back out from tender at any interim level during tender processing:** -Once the tenders are submitted it will be the responsibility of the tenderer not to escape halfway directly or indirectly by way of raising any problems.
4. In no case the certificate should be dated earlier than one year {unless otherwise specified} and should be in force and valid on the last date of the submission of the tender / signing of the agreement {as the case may be}. In case, the certificates / licenses / permission are outdated or the validity period is over, the proof of applying for renewal should also be attached. Such certificates will be considered if the renewal has been applied for within the time limit prescribed for the renewal of that permission / license /certificate under the relevant rules and further if such application for renewal is not specifically rejected by the competent authorities. In case any certificate is still awaited from the competent authority, the proof of making the application should also be attached which will be considered if the application is not specifically rejected by the competent authorities.
5. The tenderer must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. Failure to enter into



contract if selected or to execute the purchase orders after entering into contract for want of permission /license or due to non-supply of certificates / documents will be viewed seriously and will invite forfeiture of E.M.D. / risk purchase / disqualification for 2 years without any further reference.

6. The tenders will be opened online on the date, time specified in tender notice. In the first instance, only "Technical bid" will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, the "commercial bid" will be opened online only for those tenderers whose quotations satisfy the technical requirement of the indenter and are otherwise acceptable.
7. **The tender is liable for rejection due to any of the reasons mentioned below:**
  - i. Non-Submission of tender within stipulated time online.
  - ii. Submission of tender without Tender Fee.
  - iii. Tender is unsigned OR not initialed on each page or with unauthenticated corrections.
  - iv. Submission of tender documents in unsealed envelope.
  - v. Tender not submitted in separate envelopes as per conditions and the envelopes are not superscribed with details of the tender enquiry and part enclosed.
  - vi. Non-payment of Earnest Money Deposit {if not exempted.}
  - vii. Non-submission of required documents as shown at Eligibility criteria section.
  - viii. Conditional and / or vague offers
  - ix. Unsatisfactory past performance of the tenderer.
  - x. Rates have been shown elsewhere than Commercial bid.
  - xi. Items with major changes / deviations in the specifications / standard /grade / packing / quality are offered in Technical bid.
  - xii. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
  - xiii. Tenders not filled up properly.
  - xiv. Non-submission of Turnover Certificate.

***xv. Non submission of documents mentioned in List of Annexures wherever applicable.***

#### **E. TERMS OF SUPPLY**

1. The accepted tender / rate contract (RC) holder should supply the items as per specifications and packing approved by GVK EMRI, otherwise the supplies will not be accepted and penalty/ liquidated damages action will be taken against the RC Holder. All supply orders issued by us on or before the last date of the R.C. will have to be accepted by the R.C. Holder and the delivery for all such orders will have to be effected as per the Schedule specified in the order, even though the date of actual supply may fall beyond the last date of the R.C.
2. RC holder needs to follow the delivery scheduled as mentioned in PO / Order form strictly.
3. In the event of damage or loss of supplies during transit against requisition order the said quantity will have to be replaced by the R.C. Holder. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the supplies as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the R.C. Holder of any loss or damages to the stores that might / should have occurred during the transit.
4. Quantity shown or proposed here in, is tentative requirement per annum, it may increase or decrease. The rates should not vary with the quantum of requirement. The tenderer must supply the quantity as ordered by GVK EMRI, Gujarat during the period of Rate Contract.
5. Delivery Period: Unless specified in the tender or instructed, the maximum delivery period shall be **15 days**. However, we may extend the delivery period in slabs for orders of large quantity.



The maximum delivery period will be counted from the next working day after the actual date of posting the order.

6. The bills / invoices are required to be submitted specifying the following details in Appropriate places of the invoices
  - a) No. and date of bills or invoice.
  - b) No. and date of R.C.
  - d) No. and date of order.
  - e) Name and specification of item.
  - f) Name of manufacture & Model / Make / Brand (if any)
  - g) Quantity.
  - h) Total cost; and
  - j) No. & date of challan (If supply made by challan)
  - k) HSN code
  - l) GST Rate
  - m) GST no. of Buyer and Seller
7. Invoice shall be in the name of GVK EMRI, Naroda-Kathwada Road, Ahmedabad and needs to be submitted along with copy of delivery challan. The supplies shall be allowed by RC Holder only as per Rate Contract.
8. The R.C. Holder shall submit Invoice showing Basic Price and applicable GST rate with HSN code .
9. Payment Terms: The payment against supply of stores shall be made **within 30 days** from the date of receipt of the goods in good and acceptable conditions at the destination along with clear receipt of Invoice. However, no interest will be chargeable by the R.C. Holder, if the payment is delayed.
10. The payment of the bill shall be made after deducting Government dues, if any.
11. The payment of the bills shall be withheld in the following circumstances:
  - a) The goods are found sub-standard or in non-acceptable conditions:
  - b) Breach of condition of any terms and condition of RC by the R.C. Holder.
12. **Penalty / Liquidated Damages:**
  - 12.1 In case the delivery of stores is not affected within the delivery period the R.C. Holder shall have to pay the penalty (L.D) at the rate of 0.5% of Supply item value (delivered late) per week maximum up to 10%.
  - 12.2 Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.
  - 12.3 **Alternative Purchase**

If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items for which the purchase orders have been placed, from any other source or from the open market, at the risk and cost of the supplier. This would be in addition to any other penalties including forfeiture of security deposit

### 13. TRANSPORTATION

Transportation of goods and transit insurance up to the specified destination will be by road or as specified in the PO and shall be in supplier's scope.

#### 14. RISK PURCHASE

The risk purchase of the items ordered at the cost and risk of the party will be carried out when the party fails to:

(a) Sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted.

(b) Supply the goods / items as per the order placed by GVK EMRI, Gujarat in accordance with the main / parallel / substitute rate contracts, either during the prime / extended validity period or within the delivery period per PO.

(c) The Risk Purchase will be done at anytime after the delivery period is over.

(d) The Risk Purchase will be done from Main / Parallel or Substitute R.C. holder for undelivered quantity of the Stores & the Contractor shall be penalized to the extent of 10% of po value or difference whichever is higher and can be recovered from dues without any intimation.

Any monetary claim arising due to any of the terms and conditions of the tender / supply, including the difference arising due to risk purchase, will be recovered in the following manner:

(a) From any pending bills of the party;

(b) From any security deposit of the party; and

If an amount at (a) and (b) are not sufficient to meet an amount of recovery of dues shall be recovered as arrears of land revenue dues under provision of relevant act.

15. Breach of any clause of the certificate will be viewed seriously and action will be taken against vendor which may include forfeiture of E.M.D. / S.D., termination of the contract and disqualification from participating in future business.

16. **Standard Breach Clause:** GVK EMRI, Gujarat, shall in addition to his powers other clause to terminate this contract have power to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed): notice in writing to R.C. Holder of his desire to do so and upon expiry of notice the contract shall be terminated without prejudice to the right accrued to the date of the termination. However, if the GVK EMRI decided to put an end to the business relations on breach of any conditions of the contract, no such notice shall be necessary in terminating the contract immediately.

17. **The period of the rate contract** shall be approximately **one year** from the date of issuance of Rate Contract. However, the GVK EMRI, Gujarat reserves the right to terminate the contract by giving one-month notice at any time at any stage and without any reason.

18. The GVK EMRI, Gujarat may extend the rate contract further, subject to the same terms and conditions .

19. The Rate Contract can also be terminated by GVK EMRI, Gujarat in the following circumstances:

a) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.

b) If the quality of the material supplied is found not up to the standard quality.

c) If supply position of the firm is not satisfactory.

20. The GVK EMRI, Gujarat or our authorized representative(s) shall have the right to inspect the factories / manufacturing unit of the manufacturer who have quoted the tender before accepting

the offer quoted by them or before placing any order(s) or at any point of time during the finalization of tenders / tenure of R.C. and has also the right to reject the tender or terminate the R.C. / cancel the orders issued or not to reorder based on the facts brought out during such inspections & action deemed fit will be taken against them.

21. **Authority of signing document:** 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

22. **Performance Security Deposit:**

The successful bidder, shall be required to submit **Performance Security Deposit of 5% of the order value** in the form of Performance Bank Guarantee in favor of "GVK Emergency Management Research Institute, ", payable at Ahmedabad valid for a period of 1 year from the date of completion of order. The Bank Guarantee shall be returned on completion of the Warranty period of the goods supplied.

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 en-cashed & the amount forfeited.

23. **Liability of GVK EMRI:** As the payment against the supplies under this agreement will be made by GVK EMRI on behalf of and upon release of funds from respective State Government, It is expressly understood and agreed by, between the SUPPLIER and the GVK EMRI that the GVK EMRI is entering into this Agreement solely on behalf of respective State Government. In particular, it is expressly understood and agreed that though the 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 vendor payments, for the supplies made under this tender, solely depend on timely receipt of funds for the same from the respective state governments. The SUPPLIER expressly agrees, acknowledges and understands that the GVK EMRI is not responsible for any delays in the release of funds from respective state governments for what so ever reason it may be and shall not hold GVKEMRI responsible for delayed payments and GVKEMRI shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SUPPLIER hereby, expressly waives releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the GVK EMRI arising out of this Agreement and not to sue GVKEMRI for any reason, as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement. However, GVK EMRI will persuade with respective State Government to enable the timely payment to respective Supplier

24. **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.

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

26. **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.

27. **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.

## 28. Fraud & Corruption:

The bidders, suppliers and 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.

- "Corrupt Practice" 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.
- "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- "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.
- "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.

## 29. 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.

**31. Arbitration Clause:** In case of any dispute, the decision of COO GVK EMRI Gujarat will be final and honored.

## 32. Termination:

**32.1** Termination: GVK EMRI reserving right to terminate this contract without cause by issuing 30 days prior notice to supplier.

**32.2** The supplier can also terminate this contract by issuing 60 days prior notice to the purchaser, however, there shall be no termination by supplier within initial six months of this contract.

**GVK EMRI, Gujarat**

**ANNEXURE I**  
**Verification, Undertaking, Checklist & Documents**

From:

M/s. \_\_\_\_\_

No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To,  
GVK EMRI  
108 – Emergency Management Centre,  
Naroda-Kathwada Road, Naroda,  
Ahmedabad – 382330.

Sub: Supply of Shoes  
Ref: Tender Enquiry No. GUJ/ET/SHOES/RC/1718

Sir,

I/We enclose the priced tender form duly signed & stamped. Necessary documents are enclosed herewith (in order in which are mentioned). The rates quoted against item are inclusive of excise duties, VAT/CST and other applicable charges. I/We shall abide by all these conditions.

I/We hereby undertake to supply the goods to the consignees as per the terms of the accepted tender / R.C. I/We verify that the copies of the certificates / documents attached herewith are authentic true copies of the original certificates / documents and I/We undertake to produce the original certificates / documents for verification on demand. I/We undertake to supply the attested copies of certificate / documents required at the time of signing the letter of agreement if my/our offer is accepted.

I/We verify that I/We are in possession of the requisite licenses / permits required for the manufacturer / supply / sale / distribution of the items and further verify that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been blacklisted / debarred / stopped from supply of the items quoted in the Tender Enquiry by any Government Department / Organization / undertaking in India.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or failure to comply with any contractual requirement laid down by you / them will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the GVK EMRI, Gujarat

Thanking you,

Yours faithfully,

Date: \_\_\_\_\_

## ANNEXURE II

### 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 an 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 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 III**

Image of male shoes - TF 10 without lace or TF 40 with Lace





Image of female shoes - BABE



**Note:**

- (1) Details of annual quantity given above are indicative based on our past experience. The actual may vary based on requirements.
- (2) **Physical Samples:** Prospective bidders are advised to check the physical sample of the items to be supplied before submitting the quotation. The physical samples can be checked from the contact persons as mentioned herein tender document

- (3) **Sample Submission:** All the samples as per the requirement have to be submitted along with the tender document and vendor has to supply throughout the year for the approved quality only.

**Annexure IV**

**Supply of Coaster Make Shoes  
Template for Commercial Bid Format (To be fill online only)**

SR .N O.	ITEM DESCRIPTION	HSN Code	Basic Price Rs.	GST %	Rate per Including taxes Delivery	Unit all FOR
1	TF 40 ( Per Pair)	To be fill online only	150.00	5%	157.50	
2	TF 10 ( Per Pair)	To be fill online only				
3	Babe ( Per Pair)	To be fill online only				

In case of any discrepancy, inappropriate HSN code and GST %, the bidder will be solely responsible for tax difference and its liability due to wrong selection of code and tax structure.

Item Description: Coaster shoes (TF-10 /TF 40 / Babe) types as shown in the picture; Color - Black

**ANNEXURE-V****UNDERTAKING ON FRAUD AND CORRUPTION**

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

Sd/-

Signature of proprietor/Partner/Director  
Designation:

Seal:

**ANNEXURE- VI**

**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-VII**

**PROFORMA FOR PERFORMANCE STATEMENT**

**(FOR A PERIOD OF LAST 3 YEARS)**

Name of firm \_\_\_\_\_

Sl.	Name of the product	Year	Quantity supplied.	Value.	Name and full address of the purchaser
1		2	3	4	5
1.					
2.					
3.					

Signature and seal of the Tenderer \_\_\_\_\_



**ANNEXURE- VIII***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.

<b>Sr.No.</b>	<b>Year</b>	<b>Turnover in Lakhs (Rs)</b>
---------------	-------------	-------------------------------

1.

2.

3.

-

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Total - Rs. \_\_\_\_\_ Lakhs

---

Average turnover per annum - Rs. \_\_\_\_\_ Lakhs

Signature and seal of the Tenderer

**Annexure IX**  
**Supplier's Information Form**

1. Name of Organization : \_\_\_\_\_
2. Permanent Account Number(PAN) : \_\_\_\_\_(Pls. enclose Copy)
3. Constitution (Please tick Mark (✓) )  
 Proprietor  HUF  Trust/Association   
 Private Ltd Company  Public Ltd Company
4. Registered Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Correspondence Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Deal in kind of Services/Products : \_\_\_\_\_
7. Sales Tax Registration-CST & VAT : \_\_\_\_\_
8. Service Tax Registration : \_\_\_\_\_
9. Bank A/C Details
  - A. Name of Bank : \_\_\_\_\_
  - B. Bank A/C No : \_\_\_\_\_(Current/Saving)
  - C. Branch & Add : \_\_\_\_\_
  - D. IFSC code : \_\_\_\_\_
  - E. MICR code : \_\_\_\_\_
10. Contact Details
  - A. Contact Person: \_\_\_\_\_
  - B. Telephone No : \_\_\_\_\_
  - C. Mobile No : \_\_\_\_\_
  - D. E-Mail ID : \_\_\_\_\_
11. Name of sister concern or any \_\_\_\_\_  
interdependent Entity If Any \_\_\_\_\_

**(Signature of Authorized Person)**

Date:

[Name \_\_\_\_\_: Designation \_\_\_\_\_]

### Annexure X Pre Qualification Check list

SI No.	Document	Bidder - 1	Bidder - 2
1	Tender Fee		
2	EMD		
3	Manufacturing license: Industrial license / I.S.I. Certificate / Factory Inspectors license / Product permission {if applicable}/ Registration certificate with C.S.P.O./ S.S.I./ K.V.I.C./ N.S.I.C./ D.G.S.&D / MSME Part-II acknowledgment /SIS registration and Central Excise Registration /Udyog Aadhar acknowledgment of the Bidder or Principal manufacturer {whichever is applicable}.		
4	Copy of the Partnership deed (if manufacturer) / Memorandum of Articles {whichever is applicable}.		
5	GST registration copy		
6	Permanent Account number(PAN) copy		
7	Year wise production and sales for quoted product for last three year preceding of opening of technical bid		
<b>8</b>	<b>Affidavit in ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/-duly attested by First Class Magistrate / Notary public. Annexure-XI</b>		
9	Entire Tender Document with annexure duly signed & stamped		
10	Empanelment form giving all financial / market / statutory details about firm / company (Annexure IX).		
11	Audited Financial statements with all reports .In case of unaudited Financial Statements CA Certified Turn Over Certificate must be enclosed for the past 3 years as a compliance to <b>average turnover Rs. 10 Lakhs / Annum.</b>		
12	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		

## Annexure –XI

### Affidavit

#### (TO BE SUBMITTED PHYSICALLY)

**(To be submitted IN ORIGINAL on Non - Judicial Stamp Paper of Rs.100/ - duly attested by First Class Magistrate / Notary Public)**

I/We \_\_\_\_\_ Age \_\_\_\_\_ years residing at \_\_\_\_\_ in \_\_\_\_\_ capacity of \_\_\_\_\_ M/s.

\_\_\_\_\_ hereby solemnly affirm that

1 All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.

2 I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender.

#### **Sr. No. Name of the Document**

1

2

Onwards

3 All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.

4 It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.

5 I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

6 I / We also understand that failure to produce the documents in "Prescribed Proforma"

(wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.

7 My / Our firm has not been banned / debarred / black listed at least for three years(excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.

8 I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document.

Important information in each document is "highlighted" with the help of "marker pen" as required.

9 The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.

10 I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is \_\_\_\_\_ which is issued on the name of

\_\_\_\_\_ [kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm, whichever is applicable].

11 I / We understand that giving wrong information on oath amounts to forgery and Perjury, and I/We am/are aware of the consequence thereof, in case any information Provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract, in this event.

This office reserves the right to take legal action on me/us.

12 I / We have physically signed & stamped all the above documents along with copy of tender documents (page no \_\_\_\_\_ to \_\_\_\_\_)

13 I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

14 My / Our company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company.

15 I / We hereby commit that we have paid all outstanding amount of dues / taxes / cess /charges / fees with interest and penalty.

16 In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for Disqualification will be accepted by us.

17 Whatever stated above is true and correct to the best of my knowledge and belief.

**Date:**  
**Place:**

**Stamp & Sign of the Tenderer**

**(Signature and seal of the Notary)**