

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

Standard Terms and Conditions

Department of Supply Chain Management

State: Gujarat

Address for communication, receipt of bids and venue of bid opening:

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

This document contains General Terms and conditions, including desired and Mandatory features, qualification criterion, Commercial terms and conditions that are followed by GVKEMRI for supply of GPS/AVLT devices. However, the terms and conditions are not binding on GVKEMRI and liable for change without any notice.

BRIEF NOTE ON THE AVL/GPS REQUIREMENT

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

Tender Reference: GVK EMRI/GUJ/ET/GPS/1000/2017-18

General brief about GVKEMRI 1-0-8(respective operations) operations:

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

Objectives of AVL/GPS:

1. Reduce reach time (nearest ambulance getting assigned and reaching scene through "shortest possible route"
2. Proper Fleet maintenance (Schedule service alerts, Speed alerts etc)

Definition:

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

Bid Process:

GVKEMRI calls for bids from all reputed Automatic Vehicle Location and Tracking (AVLT) systems solution-providers/Manufacturers/their Authorized dealers for supply, installation and maintenance of AVL/GPS devices in 1-0-8 ambulances across Gujarat.

Only online bids will be accepted and tender bids in other forms (physical) without On-line submission will be rejected. Tender documents can be downloaded on-line from the GVK EMRI website <https://www.nprocure.com> duly registering themselves. Bidders 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 the under mentioned licensed certifying authority of Government of India.

- All the prospective vendors are request to kindly go through the "terms and conditions" of the "TENDER" document and submit their bids accordingly.

The tender document is available in the websites of GVK EMRI (www.emri.in) and www.nprocure.com

- Vendors who download the document from website have to submit the Demand draft at the time of TENDER submission.
- Any non compliance of TENDER terms and conditions by the vendors shall automatically result in the forfeiture of EMD/PBG.
- Important dates and deadlines for the TENDER are as below:

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- | | | |
|---|---|---------------------------|
| A. Price of Bidding document (Non refundable) | : | Rs. 5000/- |
| B. Date of commencement of online download of bidding document | : | 15/12/2017 from 10 hrs |
| C. Pre-bid conference | : | 21/12/2017 at 14.30 hrs |
| D. Venue of Prebid meeting and Tender opening | : | GVKEMRI, GUJARAT STATE HQ |
| E. Last date and time (IST) for online submission of bidding document | : | 05/01/2018 at 18.00 hrs |
| F. Last date and time for physically receipt of EMD and supporting document at our Office | : | 06/01/2018 till 14.00 hrs |
| G. Date of time (IST) for opening of TENDER | : | 06/01/2018 at 16.00hrs. |
| H. Tender Bid Validity | : | 180 DAYS |

The completed bids must be received at the office of GVK Emergency Management and Research Institute Gujarat-108 Emergency Management Centre, Naroda –Kathwada Road, Naroda, Ahmedabad-382 330 on or before time and date given above. It will be the sole responsibility of the vendor to ensure that their bid is received at the address specified above on or before the specified date & time mentioned.

- The bid documents are non-transferable.

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

General Terms and Conditions

1. Eligibility criteria of the Vendor:

- i. Any reputed Automatic Vehicle Location and Tracking (AVLT) systems solution-providers/Manufacturers/their Authorised dealers are eligible to participate in the TENDER.
- ii. The Bidder can be a Company (Bidding Company) or a Registered Society or a Partnership firm or a Consortium of the said entities (Bidding Consortium) with one of the above entities acting as the Lead Member of the Bidding Consortium.
- iii. The participating/ Consortium vendors must have average annual turnover of at least Rs.30 Lakhs yearly for the consecutive last three years from activities related to GPS/AVLT.
- iv. Only those vendors who can provide support in GUJARAT, service network across GUJARAT need to participate.
- v. Vendors/ Consortium /OEM manufacturers should be operational since last two years in AVLT business.
- vi. Proof to be submitted at the time of preliminary bid evaluation on the presence of field service network or an undertaking needs to be given as per Annexure-2 attached.
- vii. OEM's/Representatives of OEM's/ Consortium having installed at least 1500 plus devices up and running along with own portal as on date within last one to two years of TENDER evaluation only need to participate. Purchase order copies released either on Manufacturer /Consortium or their Authorized dealer to be submitted as proof.
- viii. Bidder should have prior experience in operating GPS services for Health related services.
- ix. Experience in Govt projects /reputed organizations are preferable.

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

3. Scope of delivery :

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

1. All supplied hardware to be installed on ambulances. Power outputs and location for fitting the device etc will be indicated by GVK EMRI.
2. Server side configuration at GVK EMRI.
3. Commissioning of the device and assisting GVK EMRI team in getting the data from the ambulances onto the server
4. On field support.
5. Data related to all features to be made available as per formats and as per time intervals given by GVKEMRI.

Contract Period: One year from the date of signing of the order.

Contract may be further extended on satisfactory performance of the service provider with 5% escalation in the operational cost per year as a default.

4. Service Terms:

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

5. Service Level Agreement/SLA:

- I. service support: All calls for support will have to be attended by the selected vendor within 6 hours of registering of the complaint by GVK EMRI either through e-mail or fax.
- II. Escalation Matrix: for attending the service related/any other issues need to be provided by the vendor at the time of bid submission.
- III. Resolution & Replacement of faulty devices: Reported issues would need to be resolved by the selected vendor ONSITE within 24 hours of registering of the complaint for 10% of locations and 48hrs for balance 90% of remote locations. Resolution in this context means "replacement with a new device" or repair to the satisfaction of GVKEMRI, whichever is earlier.
- IV. Date and Timing of installation would be informed by GVKEMRI and vendor has to strictly adhere to the schedules as installation of devices in the ambulances has been done only when incidence of emergencies is relatively low (preferably during night time or early morning hours)

6. Evaluation Process:

Tender will be evaluated in three stages:

- a. **Preliminary evaluation:**
 - I. Please refer Preliminary evaluation process as per Annexure-2
 - II. All vendors are requested to strictly submit the documents in sequence as per preliminary evaluation criteria.
- b. **Technical evaluation**
 - I. Please refer Technical evaluation process as per Annexure-2
 - II. GVKEMRI may at its sole discretion add/delete/revise any of features at any stage of tender evaluation due to internal reasons.
 - III. All vendors who meet the preliminary criterion and submit technical bids conforming to the technical evaluation criterion will be shortlisted for commercial evaluation.
- c. 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
- d. **Commercial evaluation**
 - I. Please refer Commercial evaluation process as per Annexure-2
 - II. Commercial Bids of the vendors, who qualify in the Technical Bid Evaluation, will be opened. L-2 and other qualified vendors will be contacted for Pilot testing only if L-1

vendors fail in the Pilot testing/delivery schedules/any other tender terms and conditions.

- III. In an event of failure of L-1 vendor in fulfilling any of tender terms and conditions, first opportunity to supply will be given to L-2 vendor, subject to L-2 vendor accepting L-1 price. If L-2 vendor refuses, opportunity will be given to L-3 vendor and so on.
 - IV. In an event of failure of L-1 vendor in fulfilling any of tender terms and conditions and all the qualified vendors (L-2 onwards) refusing to match L-1 price, GVKEMRI may at its sole discretion either scrap the tender and float a fresh tender or negotiate with L-2 to arrive at mutually acceptable price, which would be considered as new L-1 price. This process will be continued as long as the operational cost is within the budgets allocated.
8. Duly filled TENDER documents in sealed covers super-scribed "TENDER FOR OPERATIONAL OF AVLTS(GPS) for 1-0-8 Ambulances-GVK EMRI" should be dropped in the box provided for this purpose at address mentioned in the first page of this document.
9. **Pre bid meeting:**
- I. Only two persons per company will be permitted for the pre bid meeting and evaluation.
 - II. All the vendors may seek clarifications only from the STATE committee (GVKEMRI) on any of the TENDER terms and conditions either before or at the time of pre-bid meeting.
 - III. All clarifications have to be taken at the time of pre-bid meeting only. No enquiries/clarifications will be entertained at the time of TENDER opening.
 - IV. All the minutes of the pre-bid will be documented and will become part of TENDER evaluation process. Decisions taken in the pre bid meeting shall supersede the relevant terms and conditions in the tender document.
 - V. All the vendors are requested to restrict the queries only to their products and not get into discussions/ arguments with other vendors.
10. **SUBMISSION OF BID**-The Bid should be in a sealed cover super-scribed "TENDER FOR OPERATIONAL OF AVLTS(GPS) for 1-0-8 Ambulances-GVK EMRI".
The Super-scribed sealed cover shall consist of two sealed covers inside:
- I. **Super scribed Sealed Cover A - Preliminary cover:**
 - Preliminary Cover containing: All the vendors are requested to submit the documents strictly in sequence as mentioned in the Evaluation process (Annexure-2)
 - Do not enclose price bid.
 - II. **Super scribed Sealed Cover B :Technical Specifications offered**
 - Technical Specifications sheet: All the vendors are requested to submit the documents strictly in sequence as mentioned in the Evaluation process(Annexure-2)
 - Do not enclose price bid.
 - III. **Online Commercial Bids:**
 - Price Bid as per format attached in the Evaluation process (Annexure-2) to be submitted online.
11. TENDER documents that do not provide complete information and documents sought for and that are submitted after the specified time will not be considered and will be summarily rejected. Vendors should quote their prices in the prescribed format given in this tender document.
12. TENDERS received in any other form will not be entertained and liable to be rejected.
13. Vendor should sign the "Declaration certificate" (as per Annexure-1) in their company letter head stating that they have read and understood, all the Terms and Conditions stipulated for in the TENDER, and are willing to abide by these TENDER terms and conditions", before submitting the TENDER document. TENDERS submitted without the Signed declaration certificate will be considered incomplete and will not be considered.

14. The Bid should be properly page numbered, signed on each and every page and should be complete in all aspects.

Place of inspection - All the evaluation and inspection will be done at the venue of TENDER opening i.e. GVK EMRI Campus at Gujarat-108 Emergency Management Centre, Naroda -Kathwada Road, Naroda, Ahmedabad-382 330

15. Proto type evaluation: Prototype evaluation will be done as per below schedule.

a. Tender opening: **Day-1**

b. Submission of Prototype for demonstration : **Day-1**

c. Prototype approval and technical clearance by GVKEMRI : **Day 15**

Prototype evaluation will be based on following requirements;

List of features are as mentioned below :

Live Tracking

Group Tracking

Navigation History Playback & Tracking

Speed alert

Geo -fencing alert

Vehicle location alert

Trip Details

Google Maps Support

Sos alerts

Low Battery alert

Easy Device, Vehicle & Driver mapping features

self-mapping with vehicles

Easy configuration settings by Admin

Role based user control

ignition on/off

Application for tracking on mobile(optional)

Mail alerts(optional)

GSM Model based Auto sms on request based.

Any additional customization based on requirement

16. Responsibility for proper packaging:

a. Where ever required the supplier shall be responsible for the items being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination.

b. Marking of Packages, Packing: Each package delivered under the contract shall bear the following:-

- Name of the Supplier
- PO Number
- Consignee's name and address
- Description and quantity of contents
- Gross weight, Net weight,

- Distinctive number or mark which is also to be shown, for the purpose of identification, on the suppliers packing list

17. EMD Amount:

- EMD amount: Bidder should submit EMD of Rs.2,00,000/- .
- Each TENDER form should be accompanied by an EMD in the form of Demand Draft/Bank Guarantee from any nationalized bank drawn in favor "GVK-EMRI" payable at Ahmedabad.
- The EMD of the unsuccessful vendor shall be returned within 30 days of tender opening date. EMD of the successful vendor shall be either adjusted against the Performance Bank guarantee or returned to vendor after providing the PBG.
- TENDER forms submitted without the EMD will be rejected.

18. Performance Bank Guarantee:

The successful Vendors shall submit within 15 days of TENDER evaluation and declaration of successful L-1 details, a Performance Bank Guarantee value equivalent to 5% of the total order value valid for a period of one year and to be extended based on GVK EMRI requirement. PBG has to be submitted at the time of release of Purchase order.

19. Price:

- The price offered in the TENDER should be inclusive of all costs taxes for delivery and installation of AVLTS at all Ambulances' locations in all districts.
- All costs and tax components should be shown separately in the TENDER. However, in case there is a change in Govt. levies e.g. taxes, etc, the consequential increase in cost will be considered for reimbursement subject to submission of adequate evidence for the same.
- The price quoted shall remain "FIRM" for the entire validity period and without any escalation whatsoever.
- GVKEMRI may at its sole discretion may negotiate with the L-1 vendor to further reduce the prices; in case it is felt that L-1 prices are more than prevalent market prices or any other reason in the interest of respective state Governments.

20. Deployment procedure:

- Successful vendor will be responsible for, installation, commissioning and maintenance of AVLTS/GPS devices.

21. Quantity allocation:

- In an event of L-1 vendor unable to meet delivery deadlines due to any reason, GVKEMRI at its sole discretion may negotiate with any/all of qualified vendors to match L-1 price and may split the order among all the qualified vendors at any specified ratio and accordingly release purchase orders depending on the time constraints.
- All vendors have to undergo Prototype evaluation process before release of purchase orders.
- All the quantity requirements shown here in are tentative and release of Purchase order by state is subject to receipt of confirmation and funds from respective state Government.

- IV. If more than one vendor have quoted exactly the same price in their bids, and if it has become the Lowest Bid (L1), the decision of the GVK EMRI is final to either allocate the schedule quantity between the L1 vendors or scrap the TENDER and go for re-TENDER.
- V. During the period of the contract, if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the vendor shall be statutorily bound to intimate the reduced rates immediately to GVK EMRI and shall charge the reduced rates. GVK EMRI is empowered to unilaterally effect such reduction as is necessary in rates, in case the vendor fails to notify or fail to agree to such reduction of rates. In case of sole vendor for any schedule, GVK-EMRI can either compare the quotes by the sole vendor with market prices and may negotiate further or scrap the TENDER and go for re-TENDER.
- VI. In addition to above, in the interest of respective State Governments, GVKEMRI at its sole discretion may request technically qualified vendors (other than L-1) to match L-1 price and distribute the quantity.
- 22. Delivery / Supply schedule:**
- I. The successful vendor has to supply, install and commission the AVLTs as per delivery schedules given for GUJARAT.
 - II. Delivery & installation of devices: within 45 days from the date of PO release and acknowledgment.
- 23. Ethics**
- I. Any attempt by a Vendor to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing TENDERS shall make the TENDER submitted by those Vendors liable for rejection/disqualification.
- 24. Indemnity**
- I. The Supplier shall at all times indemnify the GVK EMRI against all claims which may be made in respect of the items, for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply from whatever cause arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfillment of the contract.
 - II. Supplier agrees to indemnify, defend and hold 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 this 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.
 - III. GVK EMRI agrees to indemnify, defend and hold Supplier and its officers, directors, employees, agents, its parent, partially or wholly owned subsidiaries, franchisees, successors and assigns harmless from and against any and all liability, losses, damages, claims, liens, expenses or causes of action including, but not limited to reasonable legal fees and expenses that may be incurred by Supplier, arising directly or indirectly out of, or

in connection with, GVK EMRI's violation or breach of any of the terms of this Agreement or any act or omission to act by GVK EMRI in violation of this Agreement. Supplier shall provide GVK EMRI with prompt written notice of any claim for which indemnification is sought and shall have the right to participate in the defense of any such claim.

28. Familiarity with the terrain and supplier performance:

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

29. QUALITY ASSURANCE:

- a. Successful Bidder represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of GVK EMRI, and as they may be amended from time to time in the sole discretion of GVK EMRI. Successful Bidder further represents and warrants that the Product shall be produced, manufactured, stored and shipped by Supplier in strict compliance with all applicable central, state and local laws.
- b. Successful Bidder shall maintain the highest standard of quality in the Product production process. Successful Bidder 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.
- c. Successful Bidder agrees to permit GVK EMRI or its agent to inspect the facilities where the Product is being produced and packaged at all times, without prior notice, and in GVK EMRI's sole discretion.
- d. At delivery, GVK EMRI in its sole discretion may reject any Product produced or manufactured by Successful Bidder for any reason, including, but not limited to defects, or failure to meet GVK EMRI's quality standards, etc.
- e. Successful Bidder shall assemble the parts of kit as authorized in writing by GVK EMRI. Any proposed changes to either quality or number of parts of kit by Successful Bidder must be made in writing to GVK EMRI and GVK EMRI, in its sole and absolute discretion, may accept or reject any proposed ingredient changes.

30. Trademarks

- a. Successful Bidder 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.

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

- a. Successful Bidder acknowledges that in connection with this Agreement, GVK EMRI may disclose to Successful Bidder, or Successful Bidder 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.
- b. All such information is hereby designated by GVK EMRI to be Confidential and Proprietary Information. Successful Bidder acknowledges and agrees that Confidential and Proprietary Information shall not be disclosed by Successful Bidder or any of Successful Bidder's employees, representatives, agents or contractor's without the express written permission of GVK EMRI. Notwithstanding the foregoing, Successful Bidder, 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. Successful Bidder agrees that all of its employees receiving any Confidential and Proprietary Information shall enter into a separate written confidentiality agreement with Successful Bidder 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.
- c. 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.
- d. Supplier shall not be liable for the disclosure of Confidential and Proprietary Information if made in response to a valid order of a court or authorized agency of government; provided that fifteen (15) days notice first be given to the GVK EMRI so a protective order, if appropriate, may be sought by GVK EMRI.
- e. Supplier agrees that in the event Supplier or any of its employees, contractors, representatives, or agents breach the provisions of this Article, such breach or threatened breach would cause irreparable harm to 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.

32. Miscellaneous

- a. The parties to this Agreement are independent contractors. Nothing contained herein shall constitute this arrangement to be employment, a joint venture, a partnership, a franchise or an agency between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- b. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.
- c. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or operation of any other term, clause or provision, and such invalid or unenforceable term, clause or provision shall be deemed to be severed from the Agreement.
- d. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression

of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

- e. Vendors or employees of vendor cannot claim or construed as employees of GVK EMRI.

33. Liability of GVKEMRI

- a. 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 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 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 GVKEMRI arising out of this Agreement and not to sue GVKEMRI for any reason, as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement

34. Compliance of the Laws of the land

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

35. Documentation requirements:

Supplier has to send the following documents.

- a. Invoice in original along with one additional copy, both duly signed and stamped by supplier
- b. A copy of Purchase order raised by GVK EMRI

36. Product Withdrawal

- a. 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.
- b. 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.

37. Re-Allocation / Cancellation of TENDER:

In case of failure on the part of the successful vendor to supply, install and commission the AVLTS within the stipulated date mentioned in the purchase order, GVK-EMRI at its sole discretion may cancel the purchase order in full, or part, and re-allot the same to next lowest vendor who otherwise fulfills all conditions or may go for retendering Each Delivery Schedule of Requirement incorporate in the TENDER enquiry document will be ordered from Lowest Responsive Vendor (L1). However, upon having evidence to prove that L-1 vendor cannot supply full quantity or any other reason in the interest of respective state Governments, GVK-EMRI at its own discretion may either go ahead and negotiate with L2 or other vendors on any of terms and conditions or may even scrap the TENDER for full or partial quantity and may like to go for retendering.

38. Penalties:

- a. The penalty for late delivery & installation will be imposed at the rate of 0.5 per cent of the value of contract per week for maximum of 6 weeks after which no delivery will be accepted and the Performance Bank Guarantee will be forfeited.
- b. Late delivery shall mean any day beyond 'firm' delivery date.
- c. Any violation of service support will automatically result in forfeiture of EMD/PBG.

39. Risk Resolution:

If the Supplier fails to deliver & install the items either in full or in part, within the prescribed delivery period, the GVK EMRI shall be entitled at his option to take alternate 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.

40. Payment terms:

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

42. Fraud & Corruption:

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

- a) "Corrupt Practices" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the validating process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.

- c) "Collusive practice" means a scheme or arrangement between two or more vendors, with or without the knowledge of the GVK EMRI, designed to establish bid prices at artificial, non-competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a validating process or in execution of a contract.
- During the process of evaluation of a bid or proposal of a award of a contract, if it is detected that a vendor directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.
43. **Jurisdiction:**
All disputes arising out of or in connection with this TENDER shall be referred to law courts within jurisdiction of respective state capitals only.
44. **Ownership of TENDERS:**
All designs, drawings, specification sheets etc submitted remain property of GVK-EMRI.
45. **Force Majeure:**
The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the GVK EMRI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - If a Force Majeure situation arises, the Supplier shall promptly notify the GVK EMRI in writing of such conditions and the cause thereof Unless otherwise directed by the GVK EMRI in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
46. **Dispute Redressal Committee -**
All disputes can be addressed by amicable settlement by committee constituted by SHO, GVK-EMRI GUJARAT.
47. **Power of Cancellation:**
TENDER Committee of GVK EMRI reserves the right to cancel the TENDER notification and reject all the TENDERS in part or full, at any time during the process of receipt, evaluation, and finalization of TENDERS and at any stage of supply of AVLTS, without assigning any reason what-so-ever.
49. **Termination at GVK EMRI Discretion:**
GVK EMRI may, at any time, terminate the contract for any reason by giving the Supplier notice of termination. Upon receipt of the notice of termination, the Supplier shall either immediately or upon the date specified in the notice of termination, cease all further work except for such as GVK EMRI may specify in the notice of termination. In the event of termination of the Contract, GVK EMRI shall only pay to the Supplier the Price for the parts executed by the Supplier as of the date of termination.
50. **Governing Law:**

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

51. Local Conditions:

It will be imperative on each vendor to fully acquaint himself of all local conditions (in each state) and factors that would have any effect on performance of the Contract. GVK EMRI shall not entertain any request for clarifications from the vendor regarding such local conditions nor shall accept any offer conditional to the local factors.

52. Authority for Signing Documents:

A person signing the TENDER Form or any document, forming part of the contract on behalf of the supplier, shall carry the authorization letter stating his / her authority to sign such documents from the respective organization. Any Agent who is participating on behalf of a manufacturer shall have the valid authorization letter on behalf of the manufacturer to sell the goods in the area where the TENDER is meant for, without which the bid will not be considered as valid

53. 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 may sublet, subcontract, transfer or assign the contract. However, Supplier shall be liable to any loss or damage which GVK EMRI may sustain in consequence or arising out of such subletting of the contract.

*Head, Supply Chain Management
For and on Behalf of
GVK Emergency Management and Research Institute*

List of Annexures

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

Annexure - I	DECLARATION FORM - ON VENDORS LETTER HEAD
Annexure - II	EVALUATION PROCESS
Annexure - III	UNDERTAKING ON NOT BEING BLACK LISTED - ON LETTER HEAD

Annexure - V	Annexure - IV	FORMAT FOR PRICE BID
Annexure - VI	FORMAT FOR PBG	
Annexure - VII	QUANTITY REQUIREMENTS	
Annexure - VIII	TECHNICAL SPECIFICATIONS for AVL(T)GPS	
Annexure - IX	TECHNICAL FEATURES	
Annexure -X	OPERATIONAL REQUIREMENTS	
Annexure -XI	SUPPLIER INFORMATION FORM	
Annexure XII	AFFIDAVIT IN ORIGINAL ON NON-JUDICIAL STAMP PAPER OF RS. 100/-DULY ATTESTED BY FIRST CLASS MAGISTRATE / NOTARY PUBLIC AFFIDAVIT	
	PERFORMANCE REPORT	

Annexure-I

DECLARATION FORM - ON VENDORS LETTER HEAD

(For AVL(T)s FOR GVK EMRI)

1. Name of the Organization:
2. Name of the Chief Executive Officer/MD & Address:
3. Address of the registered office:

4. Address of the Factory / Plant:

5. Number of employees:

6. Number of AVL(T)s installed and commissioned in, last 3 financial years preceding Tender date
7. Total turnover in last 3 financial years
(Please submit company profile on separate sheet)

8. EMD details with TENDER form Rs. _____ In words
(_____) DD.No:
Name of the Bank and Issued branch:

9. Declaration by the TENDER:

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

SIGNATURE OF THE
VENDORS WITH

DESIGNATION & OFFICE SEAL

Annexure-II

Pre Qualification Check List

SI No.	Document	Submitted
1	Tender Fee	Yes/No
2	EMD	
3	GST registration copy	
4	Permanent Account number(PAN) copy	
5	Affidavit in ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/-duly attested by First Class Magistrate / Notary public. Annexure-XI	
6	Entire Tender Document with annexure duly signed & stamped	
7	Empanelment form giving all financial / market / statutory details about firm / company (Annexure X).	
8	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. 30 Lakhs / Annum.	
9	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 Successful bidder's letters head is sufficient	

Note: In the process of technical evaluation 10 devices of each technically qualified vendor will be installed in 10 different vehicles related to GVK EMRI in a week time and the performance of the device will be validated by monitoring the performance in dashboard.

Annexure-III

UNDERTAKING ON NOT BEING BLACK LISTED - ON LETTER HEAD

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

Sd/-

Signature of proprietor/ Partner/ Director
Designation:

Seal :

Annexure-IV**PRICE BID (Online Bid to be submitted)****Commercial Evaluation (Stage- 3)**

Commercial Evaluation		Monthly Charges Per Device Basic Rate (Rs.)	GST %	GST Amount (Rs.)	Total Amount (Rs.)
1	Monthly Rental cost for GPS/AVLT	100	18	18	118

Note: Bidders need to carefully verify applicable HSN/SAC code and enter GST % as per norms. Any discrepancy will have to be borne by Successful Bidder.

Annexure-V

Performance Security Bank Guarantee

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

Beneficiary: (*Insert: name and Address of GVK EMRI*)

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 ant sum or sums not exceeding in total an amount of (*insert: amount in figures*) (.....) (*insert: amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

** The guarantor agrees to extension of this guarantee for a further period of 3 years (One year extension on each request) in response to the GVK EMRI written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Annexure - VI

S.No	State	Projected requirements
1	GUJARAT	App.1000 devices for 108 & other projects

Note: All the vendors are requested to note release of purchase order is subject to receipt of approval from respective state Government. Any change in the quantities, prices shall be firm and fixed.

Annexure-VII

Technical Specifications for AVL/GPS

s.no	Category	Requirements
1.a	GPS Hardware features	GPS should have Quad band GSM/GPRS Modem, Telit/U-blox/MediaTek equivalent or better chipset, with internal Flash Memory.
b		Built in Antennas for the GPS and GSM/GPRS connections are required.
c		GPS unit must support any GSM card in India different geographies may require SIM cards from different service providers) and Should support all GSM networks anywhere in India
d		The GPS receiver must have fast minimum 20 channels

		continuous tracking and the following re-acquisition functionality in terms : Cold start < 45 Sec, Warm start <=38 sec, Hot start <=12 sec, Signal re-acquisition = 100ms.
e		The device should have alerts on the following - low battery and power supply, disconnection of power supply, tampering with any input, speed
F		GPS equipment should not undergo 'sleep mode' or 'dead mode' in any situation and should have auto refresh/awake functionality due to movement or any other vibrations. Later if required, GVKEMRI may ask the vendor to configure the devices with auto sleep mode (when the vehicle stationary for more than certain period, etc.). Lack of internet connectivity for more than 20 minutes must restart the device automatically every 20 minutes till the internet connection is restored.
g		GPS should have the following features : Tamper proof/ dustproof /water ingress resistant (Spill Proof) .The device should perform reliably in mobile environment of ambulance. It must be certified to be operable and stored for -40C to +60 C
h		Power input should support 8v to 28v
i		Accessories as required by GVK-EMRI along with required software should be provided by vendor as and when required.
j		Vendor has to install the Server side equipment at GVK-EMRI with required software ensuring the data is being captured from the vehicle device
k		Internal backup battery should be Li-ion providing 6 hours of backup
2	Sensitivity of GPS devices	GPS Should have high tracking sensitivity (least count around 10 Meters for Lat and Long and 10 Deg for Orientation) with built in GPS Antenna.
3.a	Acquisition of data	In case of no coverage problem the GPS should be able to log upto 12000 logs (3 days of data) on the inbuilt memory and these shall be transmitted when back into network coverage area. The store and forward mechanism in no case should result in loss of data packets.
b		The data packet received at the server end should have the following fields. Unit ID, Latitude, Longitude, Speed, Time Stamp, Distance travelled and Orientation (azimuth) , all analog and digital inputs, of the vehicle. Gps fix.
c		The GPS device should capture the movement in &out from GPRS covered zone to non -GPRS coverage and its return to GPRS coverage area with the location coordinates and date and time stamp.
d		All information coming from the GPS device shall be available with unit ID mapped to any of the vehicle parameters such as vehicle No, SIM NO, Unique ID predefined by GVK-EMRI.
e		All Way-out points and special event points out of GPS

		(Latitude, Longitude) should be of Decimal Degrees-WGS84 format and should contain minimum of 6 decimal places and should not contain any Null Lat or Null longs.
4	Capture of location data	When an Ambulance traverses the same point more than once, at different times, the coordinates that are sent by the GPS should not vary in their projection on any reference map data more than 10 Meters. This also applies to forward and backward passes (either X, or Y coordinates as appropriate) while passing or halting at the same landmark.
5.a	Data Transmission	GPS device will send the data to the Vendor server which will be at Vendor's premises and Vendor server will provide the Data (Fields which we required for ERC Application integration) to our AVL server on real time basis.
b		The system should support SMS based commands including SMS to clear the stored data packets, to reboot the device and to re-configure the server IP.
6.a	Configuration parameters	GPS Vendor should have a Provision of a mapping table (master table) through a software to map GPS Ambulances with their Locations IDs at the GVK-EMRI Server side.
B		Each GPS device should be able to store primary and backup IP settings, the IP settings should be configurable from the server side. All alert parameters within the device and transmission intervals should be configurable from server side. Firmware upgrades should be possible from server side.
c		Server side application supplied by the vendor has to provide the functionality necessary for adding and deleting of units to the system, switching-off units within the system, update time interval for messaging, start-stop the updates and other AVL system maintenance functions.
d		The GPS device should be capable of transmitting data with minimum time gap of 10-12 seconds (this will be tested in Pilot) and should be configurable from the server side for higher time intervals. The captured data should come into the server in the designated M-SQL table.
7.a	Installing Hardware and software components	GPS components must be capable of being installed and operational as specified on any of the GVK-EMRI ambulances. Arranging specific mounting accessories etc. at the places inside the vehicle and at server end with their configurations as specified by GVK-EMRI is the responsibility of the vendor.
b		During initial Installation, Configuration and Integration of the solution, vendor's experts have to physically available at respective GVKEMRI's campus...
8	Licensing	Vendor needs to accommodate Perpetual license for Server side software and device usage. Updates and upgrades should be free in the maintenance period and further yearly maintenance schedule and cost should be provided, the vendor needs to

		include the Customization of Server side Software in his scope (supplied by Vendor) as per the requirements of GVK EMRI .
9	Product Architecture	Vendor has to provide the Architecture of the product /Solution and all technical documents /help files
10.a	Server side application	Server side application should support MS SQL Server and in the table structure provided by GVK-EMRI and must work ideally with any OS.
b		Vendor should install his web services or remote services at GPS server in EMRI, to pull the data into SQL Server from the respective devices. The application has to provide an interface to monitor any GPS unit statistics such as avg throughput, GSM.GPRS channel transmission and reception statistics and host activity statistics for monitoring the health and performance of the devices
11	Support	Vendor should make available a technical representative at GVK-EMRI state office for the Pilot evaluation and later during the implementation phase as per the terms of the P.O.
12.a	Documentation	Flow of data from GPS to EMRI-GPS server, should be provided in the form of document. Vendor should indicate and be able to provide support even after the contract is over/agreed for termination so that the equipment's an server side software supplied to EMRI could be utilized by EMRI.
b		Detail description should be provided with respect to the Key alerts and data tables and columns created in SQL table.
13.a	Training	Training the EMT, Pilot & supervisory staff on installation, use & Troubleshooting of GPSs (including related user / admin manuals)
b	Certifications	one or more of UL, CE, FCC certifications are required

Annexure-VIII

Technical Features

S.no	Description
1	Live Tracking
2	Group Tracking
3	Navigation History Playback & Tracking
4	Speed alert
5	Geo -fencing alert
6	Vehicle location alert-Find Nearby Vehicles from POI and Google location

7	Trip Details
8	Google Maps Support : Vendor has to provide the license
9	Sos alerts: Required SOS Button on Dashboard so that we can get SOS Alerts through Button
10	Low Battery alert
11	Easy Device, Vehicle & Driver mapping features : Need provision of Manual allocation of Driver by uploading Driver information in web portal
12	self-mapping with vehicles : IMEI & VTS Number mapping with Vehicles
13	Easy configuration settings by Admin
14	Role based user control
15	ignition on/off
16	Application for tracking on mobile(optional)
17	Mail alerts(optional)
18	GSM Model based Auto sms on request based.
19	Any additional customization based on requirement an etc

Annexure-IX

<u>Operational requirements</u>	
S.no	Description
1	ALL the devices should have an uptime of 99%. If any device is not working for more than 2days it should be replaced with in two days or else Rs.500/- will be imposed for each device from 1st day. In case of Failure, the percentage of down time will be deducted from the total bill on day basis.
2	Dedicated Manpower the HQ should be provided by the vendor and for issue related to on field support also need to be taken care by the vendor.
3	No extra charges will be paid for on field support or for buffer stock.

4	Sim need to be taken care by the vendor himself and GVK is not responsible for any kind of network related issue and no excuses will be entertained.
5	Installation cost for device need to be taken care by the vendor and no extra charges will be paid for first time or later.
6	No extra charges will be paid for customization of report in contract period which were requested by GVK EMRI.
7	Web portal access with real-time tracking ,dash board and reports need to be provide as desired by GVK EMRI
8	Vendor needs to sign a Non-Disclosure agreement pertaining to the same
9	Integration of GPS Data with ERC application

Annexure X

Supplier's Information Form

1. Name of Organization : _____
2. Permanent Account Number(PAN) : _____(Pls. enclose Copy)
3. Constitution (Please tick Mark (✓)) Proprietor LLP Trust/Association Firm
 Private Ltd Compan Public Ltd Company
4. Registered Address :

5. Correspondence Address :

6. Deal in kind of Services/Products :

7. GST Registration No. :

8. Service Tax Registration :

9. Bank A/C Details
 - i. Name of Bank : _____
 - ii. Bank A/C No : _____(Current/Saving)
 - iii. Branch & Add : _____
 - iv. IFSC code : _____
 - v. MICR code : _____
10. Contact Details
 - i. Contact Person :

ii. Telephone No :

iii. Mobile No : _____

iv. E-Mail ID : _____

11. Name of sister concern or any

interdependent Entity If Any

(Signature of Authorized Person) Date:

[Name _____ : Designation _____]

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)

Annexure-XII

PROFORMA FOR PERFORMANCE STATEMENT**(FOR A PERIOD OF LAST 3 YEARS)**

Name of firm _____

DETAILS OF ORDER EXECUTED

Sr. No.	Details of work with work order no. and date & Description of Scope	Full Postal Address and phone no's of client	Contract Value	Date of Commencement of Work	Scheduled Comp. Period	Actual Date of Completion	Remarks

Note: Please add extra sheet, if required.