

***Invitation of Bids for procurement of Aprons, Fingertip pulse oximeter and Hand held suction apparatus***

***GVK Emergency Management and Research Institute***

*(A Public Private Partnership between GVK Group and Government of Telangana)*

Devar Yamzal, Medchal Road, Secunderabad – 500 078

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***Invitation of Bids for Procurement of Aprons, fingertip pulse oximeter and hand held suction apparatus***

Tender No: GVKEMRI/TS/SCM/07/2018-19

Dated: 22.08.2018

1. GVK Emergency Management and Research Institute (GVK EMRI) was established as a not-for-profit Society, registered under Societies Registration Act 2001, in February 2005 and it provides Integrated Emergency Medical Response services free of cost through a toll free number '108' to every citizen of our country under Public Private Partnership (PPP) framework. 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 six years in providing Emergency Response Services across the country and presently operate over 10,600 state-of-the-art ambulances in 14 States and 2 Union Territories viz Telangana, Tamil Nadu, Karnataka, Goa, Gujarat, Dadra Nagar Haveli Daman & Diu, Chhattisgarh, Assam, Meghalaya, Uttarakhand, Himachal Pradesh, Uttar Pradesh, Rajasthan, West Bengal and Arunachal Pradesh to provide pre-hospital care covering a population of 750 million. Everyday GVK EMRI is serving on an average 26,500 emergencies (45.1 million emergencies attended since inception) and saving over 908 lives every day and cumulatively have saved more than 21 lakh lives since the launch of the services and provide direct employment to over 44,900 associates while continuing to be a not-for-profit organization invites bids from various suppliers operating in India for procurement of *Aprons, Rain coats, Fingertip pulse oximeter and Handheld suction apparatus as per list attached.*
2. The list and detailed specifications of the material to be purchased along with formats for furnishing the information required from bidders participating in tender are as per annexures attached.
  - a. Annexure-1: schedule of requirements
  - b. Annexure-2: Format for quoting the prices
  - c. Annexure-3: Declaration Certificate
  - d. Annexure-4: Specifications of aprons, fingertip pulse oximeter and hand held Suction apparatus

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- e. Annexure-5: Format of vendor information form
3. The tender document with all the details is available in the website of GVK EMRI ([www.emri.in](http://www.emri.in)) Bidders can download the document from website.
  4. Any supplier who is interested to supply in accordance with the requirements stated in the annexures should carefully read the tender document before filling, signing and returning the same to this office. You must also furnish at the time of tender submission all the Information and documents as called for in tender, failing which your tender is liable to be rejected.
  5. Important dates and deadlines for the tender are as below:
    - a. Pre-bid conference 11.9.2018at15.00hours
    - b. Last date and time (IST) for submission of bidding document: 20.09.2018at14.30hrs.
    - c. Date of time (IST) for opening of tender document: 20.09.2018 at 15.00hrs
    - d. Address for communication, receipt and venue of the bid opening:  
GVK Emergency Management and Research Institute  
(Department of Supply Chain Management)  
Devar Yamzal, Medchal Road, Secunderabad – 500 078
  6. The completed bids must be received at the office of GVK Emergency Management and Research Institute, Secunderabad, India, on or before time and date given above. It will be the sole responsibility of the bidder to ensure that their bid is received at the address specified above on or before the specified date & time mentioned.
  7. Bids will be opened in the presence of Bidders/authorized representative(s) who choose to attend the bid opening on the specified date and time at the office of GVK EMRI at the address given above. Maximum two persons will be allowed from each bidder.
  8. In the event of the last date specified for receiving and opening the bids being declared as a closed holiday for GVK EMRI's office, the last date for submission of bids and opening of bids will be the following working day at the same venue and time.
  9. Bids will be evaluated separately for each item.
  10. The bid documents are nontransferable.

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

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***GVK Emergency Management and Research Institute***

**Tender Guidelines**

Tender No: GVKEMRI/SCM/07/2018-2019

Dated: 22.08.2018

**1. DEFINITIONS:**

- a. PO – Purchase Order
  - b. Purchaser – GVK EMRI
  - c. Supplier – Successful Bidder (s), to whom, the tender quantity is distributed to
  - d. Sample – One piece manufactured / Supplied by bidder
  - e. OEM – Original Equipment Manufacturer
  - f. Bidder – OEM or Authorized Trading partner such as dealers / distributors
  - g. UOM – Unit of Measurement
2. The prices quoted for supply in tender shall remain open for acceptance one year from the date of bid opening and applicable for all GVK EMRI projects in Andhra Pradesh and Telangana
3. **PRICE VALIDITY:** Prices shall be quoted as per the format enclosed at Annexure-2. Price will remain firm and fixed for all supply orders placed during the period of Rate Contract.
4. **TERMS OF DELIVERY:** The Tenderer shall be responsible to arrange safe delivery of goods, by rail/road at the delivery address given below. The rates quoted by the Tenderer should include all costs for free delivery at
- A. GVK Emergency Management and Research Institute  
Department of Supply Chain Management (Div: Stores)  
Devar Yamzal, Medchal Road, Secunderabad-500 078
5. **QUALIFICATION CRITERIA FOR ELIGIBILITY OF FIRMS**
- Primary manufacturers or their Authorized Distributors dealers are eligible to participate in the tender. A “Primary manufacturer” is a manufacturer that performs all the manufacturing and processing operations needed to produce goods in their appropriate dosage form, including processing, blending, formulating, filling, packing, labeling and quality testing. In case of authorized distributor/dealer, authorization letter from the manufacturer should be submitted.
6. Bidder should not have been convicted for any criminal or economic offences by any court in India or abroad.

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7. SUBMISSION OF BID-The Bid should be in a sealed cover super-scribed “Tender for Supply of Aprons, Fingertip pulse oximeter and handheld suction apparatus” and clearly mention Tender number and date.

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

- A. Super scribed Sealed Cover A - *Prequalification cover*: documents to be strictly arranged as per sequence mentioned below
  - a. Copy of PAN Card
  - b. Copy of GST Registration certificate
  - c. Customer feedback/satisfactory certificates from any other organizations and Past performance of the bidder should be submitted. Bidders can submit Copies of Purchase orders for the last three years, one PO for each year in the place of feedback/satisfactory certificate.
  - d. Vendor Information form
  - e. Signed and Stamped tender document on all pages.
- B.** *Super scribed Sealed Cover B: Technical Specifications offered – Signed copy of our specifications document will be sufficient, if there are no deviations. Technical evaluation will be complete only after sample submitted by bidder is declared as “Technically compliant” by Technical committee constituted by GVKEMRI.*
- C. *Super scribed Sealed Cover C: Price Bid as per format in Annexure-2. Bids are liable for rejection at sole discretion of GVKEMRI if prices are not quoted as per format provided.*

- 8. If, required documents are not submitted by bidders, GVK EMRI has right to cancel the tender or post pone the opening of Price bid at GVK EMRI sole discretion.
- 9. The Bid should be dropped in the box provided for this purpose at main reception of GVK Emergency Management and Research Institute, Devar Yamzal, Medchal Road, Secunderabad – 500 078, India. Bids being sent through courier by outstation bidders should instruct the respective courier company to drop the sealed Tender document in the designated box kept at the reception.
- 10. The Bid should be properly page numbered, signed on each and every page and should be complete in all aspects.
- 11. Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected at sole description of GVK EMRI.
- 12. Bidder should sign the “Declaration certificate” (Annexure-3) provided in the tender form accepting 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.

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13. VALIDITY OF TENDER/ PERIOD OF CONTRACT: The prices quoted are offered in tenders shall remain valid for a period of one year.
14. Quantity mentioned in tender may increase or decrease.
15. PRICE
  - a. All Quotes shall be in Indian Rupees
  - b. All freight costs & Transit insurance are to be borne by the bidder.
  - c. If more than one bidder has quoted exactly the same price in their bids, and if it has become the Lowest Bid (L1), the decision of the Purchaser is final to allocate the schedule quantity between the L1 bidders.
  - d. All prices should be quoted as per Annexure-2; else all such bids are liable to be rejected at the sole discretion of GVK EMRI.
  - e. If there is only one bidder for a particular item, the price will not be disclosed. The committee will go ahead with shopping model.
  - f. The market Price will be compared with the L1 price and if the L1 prices are more than market price, GVKEMRI has right to cancel the bid.
  - g. If there is no bidder for a particular item, the committee will go ahead with shopping model, where three quotations will be obtained and price negotiated with the lowest quoted vendor and purchase order will be released.
16. TECHNICAL EVALUATION
  - a. Technical evaluation of the items tendered will be done by a Technical Committee constituted by the GVK EMRI
  - b. Tenders submitted with technical specifications confirming with those mentioned in this tender form will only be considered.
  - c. The Price bids of vendors who are successful in Technical Evaluation only would be considered and bids of others will not be opened.
  - d. Nothing in ANY OF THE CLAUSES OF THIS CONTRACT shall in anyway release the Supplier from any warranty or other obligations under this contract.
17. PLACE OF INSPECTION – All the evaluation and inspection will be done at the venue of tender opening i.e. GVK EMRI Campus, Devar Yamzal, Medchal Road, Secunderabad - 500 078.
18. SAMPLES FOR INSPECTION - OEM / Trading Partner/Bidder shall arrange for a sample, on request at the time of technical evaluation. Hence, the bidders are advised to be prepared on the day of tender opening. Inability to display a sample for technical evaluation may result in disqualification of bidder.
19. Commercial Evaluation
  - a. Bids of the bidders who qualify the Technical Bids will be opened in the presence of Bidders / representatives.

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20. QUANTITY ALLOCATION TO SUCCESSFUL BIDDERS - Each Delivery Schedule of Requirement incorporated in the tender enquiry document will be ordered from Lowest Responsive Bidder (L1). However, it is purchaser's decision to assess the capacity of the L1 bidder to support the requirement. In case, if the purchase feels that the entire quantity cannot be allocated to L1, it may happen that, the rest of the business will be dealt with L2 and so forth, in the order of Price Bids.
21. SCHEDULE OF REQUIREMENTS:
- The quantity requirements of all items have been Single purchase order.
  - Prices quoted by bidders shall remain same till completion of order.
  - Purchase orders for projected quantities may be released any time for a period of one year.
  - Supplier should be able to supply the material within 15- 20 days from the date of purchase order or as per order terms in purchase order.
  - It is expressly understood by supplier/bidder that release of purchase order for the quantities shown as "projected requirements" is not binding on GVKEMRI.*
22. AUTHORIZATION FOR SIGNING DOCUMENTS
- The person who is signing the tender document should be an authorized signatory of the respective supplier's organization and shall carry an authorization letter on company's letter certified by a person not below the rank of a General Manager/CEO/Director/Other Senior level position.
  - All agents who are participating in the tender on behalf of a manufacturer shall have valid "Authorization letter" in original duly signed by the supplier.
23. RESPONSIBILITY FOR PERFORMANCE OF CONTRACT - The Supplier shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract. The Supplier shall not sublet, subcontract, transfer or assign the contract without the written permission of the Purchaser. In case, permission is given by the purchaser, Supplier shall be liable to any loss/damage/quality and timely delivery which the Purchaser may sustain in consequence or arising out of such subletting of the contract.
24. SUPPLIER RESPONSIBILITY
- The supplier should undertake to be responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Purchaser at its works or other place of final destination. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy or damage, the Purchaser will be entitled (not-with-standing that the property of goods shall have passed on to the company) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the supplier,

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Reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the supplier for the due fulfillment of the contract as also to recover any amount, if already paid.

**25. RESPONSIBILITY FOR PROPER PACKING**

- 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

**26. DELIVERY**

- a. The successful bidder has to supply within 15-20 days after receipt of purchase order or as per the terms in purchase order.
- b. Timely delivery is the essence of the contract and must be completed as per the dates specified therein.
- c. The Supplier shall deliver items in strict accordance with the delivery terms indicated therein.
- d. Notification of dispatch and delivery in regard to each and every consignment shall be made by the Supplier to the Department of Supply Chain Management, GVK EMRI-Telangana.
- e. Confirmation from GVKEMRI needs to be taken before dispatching the material from supplier's warehouse to destination.

27. Quantity mentioned in tender document is approximate and actual order quantity may vary.

28. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY- if the Supplier fail to deliver the items or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his/ her option, to the following value of material not delivered. Maximum penalty should not be crossed 10% of the undelivered portion.

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Delayed Penalty:

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

29. **RISK PURCHASE** - If the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods / items without canceling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery, and, if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply.
30. **Support services:** It is expressly understood and agreed by supplier that each Indian state in which GVKEMRI is operating the 108 ambulances is an independent unit and under *no circumstances post sales onsite support services shall be withdrawn by supplier in any given state due any kind of disputes in other state/s.*
31. **ETHICS** - Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall make the tender submitted by that tenderer liable for rejection/disqualification.
32. **QUANTITY OF DELIVERED ITEMS**
- If the Quantity received by the Target Delivery date is less than the PO Scheduled quantity, then the Physical quantity received will be the quantity certified by the Purchaser.
  - If the quantity received is more the PO quantity, the excess quantity shall not be paid for, by the Purchaser. In such a case, it is left to the discretion of the purchaser to adjust the differential quantity of excess, against future supplies.
  - In case of any supply quantity with upper and lower tolerance of over 5%, GVK EMRI will have the right to accept or reject the material immediately.
33. **TAXES, DUTIES AND LEVIES**
- Tenderers must clearly mention their GST NUMBER on invoices.
  - In case if there is a decrease in the GST PRICES, the same has to be passed to the Purchaser.



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**34. INDEMNITY**

- a. The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the items, for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply from whatever cause arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfillment of the contract.
- b. 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.
- c. 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.

**35. QUALITY ASSURANCE:**

- a. Supplier 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. Supplier further represents and warrants that the Product shall be produced, manufactured, stored and shipped by Supplier in strict compliance with all applicable central, state and local laws.
- b. Supplier shall maintain the highest standard of quality in the Product production process. Supplier shall follow and abide by all directions, requests, suggestions or instructions of GVK EMRI regarding the quality standards required by GVK EMRI in connection with the manner of production, manufacture, Packaging, storage and delivery of the Product.
- c. Supplier 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.

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**36. Warranties and Obligations:**

- a. Supplier irrevocably offers warranty of the product against any manufacturing defects and contamination of material.
- b. Supplier represents and warrants that the methods and processes used to produce the Product does not, to the best of its knowledge and belief, infringe any valid right of any third party.
- c. Supplier represents and warrants that it will use its best efforts to produce and distribute the Product in accordance with the terms and conditions of this Agreement.
- d. Supplier shall be solely responsible for the production and distribution of the Product and will bear all related costs associated therewith, except as otherwise provided in this Agreement.
- e. The supplier must replace, free of charge, any items which owing to defect in design, and material or workmanship fail or show signs of failure in the stipulated warranty period.
- f. Replacing the defective items should be done immediately within 5 working days, irrespective of root cause; subsequently, root causing to be done and warranty rules to be implicated.

**37. 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.

**38. Documentation requirements:**

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

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

**39. 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,

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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.

**40. Product Allocation and Stocking**

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

**41. Trademarks**

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

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

- a. Supplier acknowledges that in connection with this Agreement, GVK EMRI may disclose to Supplier, or Supplier may otherwise obtain or develop knowledge of certain confidential and proprietary information of GVK EMRI, including, but not limited to, trade secrets, intellectual property, future business plans and services, financial, sales,
- b. Supplier, customer, employee, investor, or other business information related to the business and activities of GVK EMRI.
- c. All such information is hereby designated by GVK EMRI to be Confidential and Proprietary Information. Supplier acknowledges and agrees that Confidential and Proprietary Information shall not be disclosed by Supplier or any of Supplier's employees, representatives, agents or contractor's without the express written permission of GVK EMRI. Notwithstanding the foregoing, Supplier, during the term of this Agreement, and in order to carry out its obligations under this Agreement may disclose Confidential and Proprietary Information to its EMPLOYEES solely for the purpose of performing its obligations under this Agreement, and only on a "need to know" basis. Supplier agrees that all of its employees receiving any Confidential and

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Proprietary Information shall enter into a separate written confidentiality agreement with Supplier that ensures the employee will comply with the confidentiality provisions of this Agreement. A copy of each such confidentiality agreement shall be provided to GVK EMRI.

- d. 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.
- e. 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.
- f. 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.

**43. Termination**

- a. GVK EMRI's Right to Terminate for Cause.
  - i. GVK EMRI shall have the right to immediately terminate this Agreement by giving a written notice to Supplier in the event that Supplier does any of the following:
    - Fails to produce and supply the Product as per target delivery date.
    - Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or Supplier discontinues its business or a receiver is appointed for Supplier or for Supplier's business and such receiver is not discharged within thirty (30) days
    - Fails to obtain or maintain product liability insurance in the amount and type provided for herein
    - Breaches any provision of this Agreement, and fails to cure such breach within seven (7) days after it receives a written notice of breach from GVK EMRI.
  - ii. GVK EMRI'S Right to Terminate without Cause.
    - GVK EMRI shall have the right to terminate this Agreement upon sixty (60) days written notice to Supplier.
- b. Supplier's Right to Terminate.

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Supplier shall have the right to terminate this Agreement at any time after the first 6 months of the Term on Sixty (60) days prior written notice to GVK EMRI.

**44. Infringements**

- a. Supplier agrees to fully cooperate with GVK EMRI in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. The GVK EMRI shall reimburse the SUPPLIER for any reasonable expenses incurred as a result of such cooperation.

**45. Governing Law; Dispute Resolution**

- a. This Agreement shall be governed by, and construed in accordance with, the laws of the India; without regard to conflict of law principles, and under jurisdiction of respective State high courts and language shall be English.

**46. Notice**

- a. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally or by a nationally recognized overnight courier service, or mailed by certified or registered mail, return receipt requested, to the other party at its address as set forth at the top of this Agreement.
- b. All such notices shall be effective upon delivery or upon refusal to accept delivery.
- c. Either party may change the address to which notice is to be sent by written notice to the other in accordance with the provisions of this paragraph.

**47. 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.

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- e. Bidders or employees of bidder cannot claim or construed as employees of GVK EMRI.
48. Force Majeure
- a. If either the Supplier or GVK EMRI be prevented from discharging its or their obligation under this Agreement by reason of arrests or restraints by Government or people, war, blockade, revolution, insurrection, mobilization, strikes, civil commotions, Acts of God, Plague or other epidemics, destruction of the product by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding two months, during which production, loading or discharge is prevented by any such causes as hereinabove mentioned. The party invoking protection under this clause shall within 2 (two) days of the occurrence of force majeure causes put the other party on notice supported by self certificate and documentary evidence of such incident and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the force majeure causes.
  - b. Should there be any interruptions in the delivery of the product due to force majeure circumstances hereinabove, it is hereby mutually agreed between GVK EMRI and the Supplier that the period of off take of the Product by GVK EMRI /period of delivery of the Product by the Supplier may be, at the sole discretion of GVK EMRI, extended by a period not exceeding two months, equal to the actual duration of the causes interrupting the off take by the GVK EMRI and/or delivery of the product by the Supplier PLUS a period of one week to enable the affected party to make suitable arrangements for normalization of shipments.
49. 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 as a PPP (Public Private Partnership) partner of respective State Government. In particular, it is expressly understood and agreed that, 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 DIRECTLY 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

***Invitation of Bids for procurement of Aprons, Fingertip pulse oximeter and Hand held suction apparatus***

any manner, claim, and cause of action or thing whatsoever arising of or under this Agreement.

50. Dispute Redressal Committee:

- a. All disputes can be addressed by amicable settlement by committee constituted by State Head Operations—GVK EMRI Telangana.

51. Declaration by the Tenderer

- a. The Tenderer shall be required to declare whether the proprietor or any partner of the firm or Director of their company as the case may be, has any relation with any employee working with the Purchaser and if so, give the name of the employee and the relationship

52. Waiver

- a. Failure to operate or to enforce any condition under this Contract shall not operate as a waiver of the condition itself or any subsequent breach thereof.

53. Payment Terms

- a. 100% payment will be made within 30 days of delivery, inspection, acceptance and submission of invoice.
- b. The bidder should submit the bills/invoices with delivery challan and order copy with satisfactory inspection report of the designated Technical Committee after Delivery duly signed and accepted should be submitted at **GVK EMRI, TS** in original. Three copies of each document should be made and one copy handed over to the authority at delivery site.

54. FALL CLAUSE

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

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

**Signature of the Tenderer**

**Name in Block Letters**

**Capacity in which tender is signed**

**Address in full**

**Phone No**



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Dated: 22.08.2018

## **Annexure- 1**

### **Schedule of items requirement**

<b>S. No</b>	<b>Description</b>	<b>UoM</b>	<b>Estimated required quantity</b>
<b>1</b>	<b>Aprons with reflector</b>	<b>each</b>	<b>1700</b>
<b>2</b>	<b>Aprons without reflector</b>	<b>each</b>	<b>150</b>
<b>3</b>	<b>Fingertip Pulse oximeter</b>	<b>Each</b>	<b>180</b>
<b>4</b>	<b>Hand held suction apparatus</b>	<b>Each</b>	<b>180</b>

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## **Annexure-2**

### **Format for Quoting Prices per unit**

S.No	Item Description	Make	UOM	Basic Price (exclusive GST)	GST Rate	GST amount	Net landing price per unit (Rs.)
1							
2							
3							
4							
5							
6							

**Signature of the Tenderer with Name**

**Designation & Office Seal**

**Date:**

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**Annexure-3**  
**Declaration Certificate**

Date:

To  
**Head – Supply Chain Management**  
GVKEMRI, Secunderabad  
Telangana.

Subject: Tender No: GVKEMRI/04/SCM/04/2018-2019

Dated: 02.07.2018

Dear Sir,

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.

We further confirm that we accept to supply all the items quoted by us as per technical specifications of GVKEMRI and there are not deviations from the specifications asked for by GVKEMRI.

Thanking you,  
Yours Sincerely,

(Authorized Signatory)  
Name and Designation with company seal

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**Annexure -4**  
**SPECIFICATIONS OF ITEMS**

**1. APRONS:**

- a) Sleeves : Half sleeves
- b) Logos : 4"x1" embroidery logo on front side and 6"X6" embroidery logo backside
- c) Reflector : 1" width reflector on front and back side
- d) Cloth specifications: White Cloth with 67% polyester and 33% Cotton.
- e) Stitching : Standard and durable stitching
- f) Pockets : total three pockets. (Two Waist level patch pockets and one pen pocket)
- g) Stitching : Standard durable stitching

**2. Suction Apparatus - Hand Held**

- 1. Not more than 400 gm (Suction handle + empty container + catheters)
- 2. Canister volume 250 - 400 ml; made of Polycarbonate; non breakable.
- 3. Maximum suction pressure at least 300 mm of Hg
- 4. Flow rate at least be 20L/min
- 5. Should be supplied with adult and pediatric/neonatal suction catheters

**3. Fingertip pulse oximeter specifications**

- CE approved
- Carrying pouch to be supplied at free of cost along with instrument
- Low battery indicator required
- Should be compatible to use two AAA batteries.
- One set of batteries to be supplied along with instrument.
- Auto on/off should be there
- Preset alarm for pulse and SPO2
- Compatible to adjust brightness
- Minimum dual color display
- Each instrument should consist unique serial number
- One year warranty
- User manual to be provided along with each instrument
- Digital display should have high brightness and visible from long distance.

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**ANNEXURE – 5**

VENDOR INFORMATION FORM		
		<b>DATE:</b>
1	NAME OF THE VENDOR	
2	ADDRESS	
	Office Contact Numbers	
3	NAME OF THE DIRECTOR/ MANAGING PARTNER / PROPRIETOR	
4	CONTACT NUMBER	
5	E mail ID (in capital letters)	
6	BANK DETAILS	
	A) NAME OF THE BANK	
	B) NAME OF THE BRANCH	
	C) BANK A/C NO	
	D) IFSC CODE	
7	PAN No.	
8	GST Registration Number	
9	TOTAL TURNOVERPER ANNUM	

**PLACE :**

**DATE:**

**VENDOR SIGNATURE**

**NAME :**

**STAMP :**