

Online Tender for procurement of oxygen cylinders

GVK Emergency Management and Research Institute
Sanjukta Squares, 2 nd Floor, Lokhra, Guwahati, Assam-
781040

Tender Ref NO: GVK EMRI/ Assam / SCM /01/ 18-19 dated: 14th March

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General brief about GVK EMRI:

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

GVK EMRI, under the Public-Private-Partnership, has made substantial progress over the last 10 years in providing Emergency Response Services across the country and presently operate over 10000 state-of-the-art ambulances in 15 States and 2 Union Territories viz Andhra Pradesh, Telangana, Tamil Nadu, Karnataka, Goa, Gujarat, Dadra Nagar Haveli Daman & Diu, Chhattisgarh, Assam, Meghalaya, Uttarakhand, Himachal Pradesh, Uttar Pradesh, Rajasthan and Arunachal Pradesh to provide pre-hospital care covering a population of 840 million. Everyday GVK EMRI is serving on an average 22000 emergencies (65 million emergencies attended since inception) and saving over 651 lives every day and cumulatively have saved more than 26 lakh lives since the launch of the services and provide direct employment to over 46000 associates while continuing to be a not-for-profit organization.

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

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

Objectives:

GVK EMRI intends to enter in to Annual Rate Contract to procure oxygen cylinder as per specifications of Tender Documents.

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

Important dates and deadlines for tender are given below.

TENDER REFERENCE: GVK EMRI/ Assam / SCM/ 01/1819 dated: 14th March2019

Sr. No.	Description	Schedule
1	ON LINE SALE OF TENDER DOCUMENT	14/03/2019 onwards
2	PRE BID MEETING	18/03/2019 at 16.00 Hrs.
3	LAST DATE FOR ONLINE SUBMISSION OF TENDER DOCUMENT	21/03/2019 up to 16.00 Hrs.
4	LAST DATE AND TIME FOR PHYSICALY RECEIPT OF EMD AND SUPPORTING DOCUMENT AT OUR OFFICE	20/03/2019 up to 14.00 Hrs.
5	TIME AND DATE FOR OPENING OF TENDER TECHNICAL BID	21/03/2019 up to 16.00 Hrs.
6	TIME AND DATE FOR OPENING OF TENDER COMMERCIAL BID	After evaluation of technical bid
7	COST OF THE TENDER DOCUMENT (Tender Fee)	1000/- (One Thousand Only)
8	EMD	3% of the Bid Value (Refundable)
9	VALIDITY OF TENDER	365 Days

Online tender is invited by GVK Emergency Management and Research Institute, a nodal agency for Govt. of Assam (Dept. of Health & Family Welfare) for providing emergency response services in the state of Assam from reputed and qualified cylinder Manufacturer / Stockiest / Dealers / Distributor for supply of oxygen cylinders as per technical specifications, tender conditions and other details given along with this tender document.

The online tender documents can be downloaded from GVK EMRI website <http://www.emri.in> for online price bids.

Bidders who wish to participate in this tender will have to register on <http://www.emri.in> Further Bidders who wish to participate in online tender will have to procure Digital Certificate as per Information Technology Act 2000 using which they can digitally sign their electronic bids. Bidders can procure the same from assamtenders.gov.in who is a licensed certifying authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

A. TENDER GUIDELINES

1. Definitions

PO –	Purchase Order;
GVK EMRI-	GVK Emergency Management and Research Institute,
Contract –	Terms informed in PO
EMD –	Earnest Money Deposit
DD –	Demand Draft
BG –	Bank Guarantee
BC –	Banker's Cheque
Purchaser –	GVK EMRI, Assam
Tenderer –	Bidders who have submitted Valid Tender Document
Supplier –	Successful Bidder (s), to whom, the tender quantity is distributed to
SBU –	Strategic Business Unit
Sample –	One Piece Manufactured by Bidder
Manufacturer	Original Equipment Manufacturer
Bidder –	MANUFACTURER or Authorized Trading partner such as dealers / distributors / Stockiest / Wholesaler
R.C.	Rate Contract
A.T.	Acceptance of Tender

2. The entire document should be properly page numbered, signed and should have appropriate and relevant contents.
3. A pre bid meeting will be conducted at the Conference hall of GVK EMRI, Sanjukta Square, 2nd Floor Lokhara Guwahati, Assam -781040 as per the schedule.
4. Tender Fee, EMD and Supporting Documents must be physically submitted, signed by proper authority on each page of the Tender documents and the Annexure there in, to GVK EMRI Assam , Sanjukta Square 2 ND floor , Lokhra , Guwahati, Assam -781040.
5. Only Online commercial bids will be considered and no tender price bids in other (Physical) form will be accepted.

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

For further details, / clarification, please contact:

Mr. Pulakesh Bhagawati
Head - Supply Chain Management
GVK Emergency Management and Research Institute,
108 Emergency Management Centre,
Sanjukta Square, 2nd floor, lokhra, Guwahati, Assam -781040
Tel: +91- 69001-79417

PROCEDURE FOR SUBMITTING TENDER DOCUMENT

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

All these covers are again put in single envelope super scribed with the tender no. GVK EMRI/Assam/SCM/01/2018-2019 for procurement of Oxygen cylinders.

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

4. Tender fee and EMD Cover

4.1 Payment towards Tender Fee should be made by Demand Draft (DD) in favour of GVK EMRI Assam payable at Assam at any Nationalized / schedule bank.

4.2 EMD has to be submitted

3 % Bid Value in form of Demand Draft in favor of GVK EMRI Assam and payable at Guwahati on any bank in Assam OR irrevocable Bank Guarantee issued by Nationalized Bank including the Public Sector Bank / Private Sector Bank. The DD/BG should be issued by bank after the date of advertisement of tender enquiry.

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

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

4.5 Payment made toward Tender Fee will not be refunded.

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

4.7 EMD would be refundable under following conditions:

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

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

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

B. TENDER EVALUATION:

Tender will be evaluated in three stages:

a. Preliminary evaluation:

- I. Tenders will be scrutinized for their adequacies in terms of Tender Fee, EMD and required Documents with Tender as per Annexure I.
- II. All vendors are requested to strictly submit the documents in sequence as per preliminary evaluation criteria.

b. Technical evaluation:

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

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

Tender committee may scrutiny the details provided by the vendor and will decide the eligibility of the vendor to next stage.

Eligibility Criteria:

Online Bid for procurement of Oxygen cylinders as mentioned in the tender details section is invited online (internet), Following being the eligibility criteria:

- (a) Tenderer must be an Indian Manufacturer / Dealer / Distributor / Wholesaler for Supply of oxygen cylinders.
- (b) The Manufacturers should have experience of manufacturing and selling of quoted product for three financial years preceding the date of opening of technical bid. For this purpose, they have to submit Chartered Accountant's certificate in original/self-attested, showing year wise production and sales for quoted product for last three years.

- (c) In case of Tenderer is not manufacturer, they have to submit Authority letter/Dealer or distributor/Wholesaler agreement/agency certificate issued by Original Manufacturer.
- (d) Tenderers who have been blacklisted/ debarred by tender inviting authority or by any other State Government or Central Government department/Organization shall not be allowed to participate in the tender process during the period of blacklisting / debarment.

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

- i) Copy of the Partnership deed / Memorandum of Articles / Registration of Firm {whichever is applicable}.
- ii) GST registration copy.
- iii) Permanent Account number (PAN) copy.
- iv) CA certified Year wise production and sales for quoted product for last three year preceding of opening of technical bid. (for manufacturer)
- v) Authority letter/Dealer or distributor agreement/agency certificate issued by Original Manufacturer.
- vi) Supplier information form giving all financial / market / statutory details about firm / company (Annexure V).
- vii) Audited Financial statements with all reports. In case of unaudited Financial Statements CA Certified Turn over Certificate must be enclosed for the past 3 years as a compliance to average turnover Rs.10 Lakhs / Annum.
- viii) Only one bid will be accepted from a Group of companies and entities.
- ix) Documents mentioned in Eligibility criteria.
- x) Literature or Catalogue of the quoted product/item (if applicable)
- xi) Performa for Performance Statement as per the Annexure XI
- xii) Entire Tender Document with annexure duly signed & stamped
- xiii) Declaration certificate as per the attached Annexure XI I

GVKEMRI shall consider the information furnished by vendor on technical requirements as sufficient and qualify the vendor for price bid opening. If, at any stage of pre-supply and post supply period, if it is found that any information furnished by the vendor is either false or hidden or fabricated, such vendor may be blacklisted by GVKEMRI and prohibited from participating in any of future tenders for a period of 10 years. GVKEMRI may at its sole discretion will use services of a third party to verify the authenticity of the data furnished by vendors.

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

c. Commercial evaluation:

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

L1 will be decided on total landed cost. Please refer Commercial Bid format mentioned in Annexure
-X

Commercial Bid:

- 1.1 The commercial bid submission should be done on the website only <https://assamtenders.gov.in>
- 1.2 The bids should be submitted on or before the time stipulated in tender notice at the website <https://assamtenders.gov.in>
- 1.3 Any type of price should not be disclosed in physical documents otherwise bid will be rejected.

Note:

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

C. GENERAL TERMS & CONDITIONS OF TENDER

1. Before submission of any tender, the tenderer must verify that they have submitted all relevant certificates / permissions / registration documents in proper format along with tender. No intimation of missing documents and no documents will be accepted thereafter and the tenders will be processed on the basis of available documents / certificates. If the requisite documents are not submitted or even if submitted are not in proper format, the tender is liable to be rejected.
2. The E.M.D. / Security Deposit shall liable to be forfeited in the following circumstances when the,
 - (a) Tender is rejected due to failure to supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricate documents.
 - (b) Tender is valid for one year but depending on the performance it may extend for another 6 months also.
 - (c) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.
 - (d) Party fails to supply the goods / items as per the orders / R.C. placed by GVK EMRI Assam within the delivery period so stipulated time line.
 - (e) Party fails to replace/correct the supplied material declared to be wrong / different from specification and R.C. holder / successful bidder have to refund the cost of such goods.
3. Back out from tender at any interim level during tender processing: -Once the tenders are submitted it will be the responsibility of the tenderer not to escape halfway directly or indirectly by way of raising any problems.
4. In no case the certificate should be dated earlier than one year {unless otherwise specified} and should be in force and valid on the last date of the submission of the tender / signing of the agreement {as the case may be}. In case, the certificates / licenses / permission are outdated or the validity period is over, the proof of applying for renewal should also be attached. Such certificates will be considered if the renewal has been applied for within the time limit prescribed for the renewal of that permission / license /certificate under the relevant rules and further if such application for renewal is not specifically rejected by the competent authorities. In case any certificate is still awaited from the competent authority, the proof of making the application should

also be attached which will be considered if the application is not specifically rejected by the competent authorities.

5. The tenderer must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. Failure to enter into contract if selected or to execute the purchase orders after entering into contract for want of permission /license or due to non-supply of certificates / documents will be viewed seriously and will invite forfeiture of E.M.D. / risk purchase / disqualification for 2 years without any further reference.
6. The tenders will be opened online on the date, time specified in tender notice. In the first instance, only "Technical bid" will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, the "commercial bid" will be opened online only for those tenderers whose quotations satisfy the technical requirement of the indenter and are otherwise acceptable.
7. The tender is liable for rejection due to any of the reasons mentioned below:
 - i. Non-Submission of tender within stipulated time online.
 - ii. Submission of tender without Tender Fee.
 - iii. Tender is unsigned OR not initialed on each page or with unauthenticated corrections.
 - iv. Submission of tender documents in unsealed envelope.
 - v. Tender not submitted in separate envelopes as per conditions and the envelopes are not super scribed with details of the tender enquiry and part enclosed.
 - vi. Non-payment of Earnest Money Deposit.
 - vii. Non-submission of required documents as shown at Eligibility criteria section.
 - viii. Conditional and / or vague offers.
 - ix. Unsatisfactory past performance of the tenderer.
 - x. Rates have been shown elsewhere than Commercial bid.
 - xi. Items with major changes / deviations in the specifications / standard / quality are offered in Technical bid.
 - xii. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
 - xiii. Tenders not filled up properly.
 - xiv. Non-submission of Turnover Certificate.
 - xv. Non submission of documents mentioned in List of Annexure wherever applicable.
 - xvi. Non submission of document mentioned above in Technical supporting documents.

D. TERMS OF SUPPLY

1. The accepted tender / rate contract (RC) holder should supply the items as per specifications and packing approved by GVK EMRI Assam, otherwise the supplies will not be accepted and penalty/ liquidated damages action will be taken against the AT/RC Holder. All supply orders issued by us on or before the last date of the AT / R.C. will have to be accepted by the AT / R.C. Holder and the delivery for all such orders will have to be effected as per the Schedule specified in the order, even though the date of actual supply may fall beyond the last date of the AT/ R.C.
2. AT / RC holder needs to follow the delivery scheduled as mentioned in PO / Order form strictly.
3. In the event of damage or loss of supplies during transit against requisition order the said quantity will have to be replaced by the AT / R.C. Holder. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the supplies as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the AT / R.C. Holder of any loss or damages to the stores that might / should have occurred during the transit.

4. Quantity shown or proposed here in, is tentative requirement per annum, it may increase or decrease. The rates should not vary with the quantum of requirement. The tenderer must supply the quantity as ordered by GVK EMRI, Assam during the period of Contract.
5. Delivery Period: Unless specified in the tender or instructed, the maximum delivery period shall be 30 days. The maximum delivery period will be counted from the next working day after the actual date of posting the order. Provided that the GVK EMRI Assam, may at his discretion, may procure 20% of the order immediately and balance quantity of the order within scheduled delivery time to meet any situation of exigency / epidemic / calamity.
6. The minimum batch size of which the delivery will be accepted as shown in the Schedule. In case, the aggregate of all the orders for which a particular batch is manufactured is less than the minimum batch size prescribed in Schedule, the minimum batch shall be limited to the aggregate of all the orders.
7. The bills / invoices are required to be submitted specifying the following details in appropriate places of the invoices
 - a) Number and date of bills or invoice.
 - b) Number and date of AT/R.C.
 - c) Number and date of order.
 - d) Name and specification of item.
 - e) Name of manufacture & Model / Make / Brand.
 - f) Quantity.
 - g) Total cost; and
 - h) Other details like batch #, Mfg. & Exp date, packing, unit etc.
 - i) No. & date of challan (If supply made by challan)
 - j) HSN Code
 - k) GST Nos. of Buyer & Seller.
 - l) GST Breakup
8. Invoice shall be in the name of GVK EMRI, Assam needs to be submitted along with copy of delivery challan. The supplies shall be allowed by AT/RC Holder only as per Contract.
9. The AT / R.C. Holder shall submit Invoice showing Basic Price and applicable GST rate with HSN code.
10. Payment Terms: The payment against supply of stores shall be made within 30 days' subject to availability of fund from the date of receipt of the goods in good and acceptable conditions at the destination along with clear receipt of Invoice. However, no interest will be chargeable by the AT/R.C. Holder, if the payment is delayed.
11. The payment of the bills shall be withheld in the following circumstances:
 - a) The goods are found sub-standard or in non-acceptable conditions:
 - b) Breach of condition of any terms and condition of AT/RC by the AT/R.C. Holder.

12. Liquidated Damages:

Should the supplier fail to deliver the items or any consignment thereof, with in the period prescribed for such delivery, the purchaser shall be entitled at his/her option, to the following value of material not delivered. The maximum penalty in any case cannot cross 5%of PO value for the undelivered portion.

Up to 7 Days from Delivery Due Date	0.25% Per Unit value Per Day
From 8th day to 114th Day	0.50% Per Unit Per value Day
From 16th day to 22nd Day	0.75% Per Unit Per value Day
From 23rd day to 30th Day	1.00% Per Unit Per value Day
Above 30 Days	5.00% Per Unit Per value Day

a. Alternative Purchase

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

13. TRANSPORTATION:

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

14. Inspection: Inspection shall normally be carried out in the premises of the consignee. If goods are offered for inspection in the factory premises all expenditure shall be borne by the AT/R.C. Holder. The entire store ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of inspecting team. All packing should be sealed and signed by inspecting authority and sent to the consignee without any extra cost within three days from the date of receipt of inspection note. Inspection charges, including the expenses for the experts, will be payable by the party, if any.

15. Replacement Clause: If any stores supplied against the AT / R.C. are found to be of not of standard quality on inspection and / or analysis by the competent authority, the contractor shall be liable to replace the entire quantity of the relevant batch within 1 weeks or make full payment of the entire consignment against the particular invoice, irrespective of the fact that part or full quantity (batch) of the stores supplied may have been consumed. The decision of GVK EMRI, Assam taken on the basis of the report of the competent laboratory regarding quality will be final and binding. The stock of any item, which has been declared, not of standard quality shall be withdrawn immediately followed by intimation to respective AT / RC Holder. In case of generic product supplies, the AT / RC holder is compelled to provide replacement against expiry / near expiry medicines.

16. Product Withdrawal:

(a) If it is deemed necessary at any time by either GVK EMRI Assam 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 Assam, 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 Assam.

(b). If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the GVK EMRI Assam or any federal, 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.

17. Product Allocation and Stocking

In the event there is an emergency shortage of the product, as announced by Supplier or its designated representative, Supplier shall stand ready to stock adequate quantities of the Product so that scheduled supplies to GVK EMRI should not suffer for the full contract period. In an event of Supplier failing to supply the material in ordered quantities and as per time schedules, GVK EMRI 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.

18. RISK PURCHASE

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

- (a) Sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted.
- (b) Supply the goods / items as per the order placed by GVK EMRI, Assam in accordance with the main / parallel / substitute rate contracts, either during the prime / extended validity period or within the delivery period per PO.
- (c) The Risk Purchase will be done at any time after the delivery period is over.
- (d) The Risk Purchase will be done from Main / Parallel or Substitute R.C. holder for undelivered quantity of the Stores & the Contractor shall be penalized to the extent of 10% of po value or difference whichever is higher and can be recovered from dues without any intimation.

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

- (a) From any pending bills of the party;
- (b) From any security deposit of the party; and

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

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

Standard Breach Clause: GVK EMRI, Assam, shall in addition to his powers other clause to terminate this contract have power to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed): notice in writing to R.C. Holder of his desire to do so and upon expiry of notice the contract shall be terminated without prejudice to the right accrued to the date of the termination. However, if the GVK EMRI Assam decided to put an

end to the business relations on breach of any conditions of the contract, no such notice shall be necessary in terminating the contract immediately.

20. The GVK EMRI, Assam may extend the rate contract further, subject to the same terms and conditions The Contract can also be terminated by GVK EMRI, Assam in the following circumstances:

- a) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
- b) If the quality of the material supplied is found not up to the standard quality.
- c) If supply position of the firm is not satisfactory.

21. The GVK EMRI, Assam or our authorized representative(s) shall have the right to inspect the factories / manufacturing unit of the manufacturer who have quoted the tender before accepting the offer quoted by them or before placing any order(s) or at any point of time during the finalization of tenders / tenure of AT/R.C. and has also the right to reject the tender or terminate the AT/R.C. / cancel the orders issued or not to reorder based on the facts brought out during such inspections & action deemed fit will be taken against them.

22. Authority of signing document: A person signing the Tender Form or any document, forming part of the contract on behalf of the supplier, shall carry the authorization letter stating his / her authority to sign such documents from the respective organization.

23. Performance Security Deposit:

The successful bidder shall be required to submit Performance Security Deposit of 5 % of the order value in the form of Performance Bank Guarantee/DD/Endorsed Fixed Deposit in favor of “GVK Emergency Management Research Institute”, payable at Assam valid for a period of contract and additional 3 months claim period from the date of issuance of order. The Performance Security Deposit shall be returned on successful execution of order.

However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, Security Deposit shall be en-cashed & the amount shall be forfeited.

24. Liability of GVK EMRI: As the payment against the supplies under this agreement will be made by GVK EMRI on behalf of and upon release of funds from respective State Government, It is expressly understood and agreed by, between the SUPPLIER and the GVK EMRI that the GVK EMRI is entering into this Agreement solely on behalf of respective State Government. In particular, it is expressly understood and agreed that though the respective State Governments / Government of India are not a party to this Agreement and have no liabilities, obligations or rights hereunder, any delay in the release of vendor payments, for the supplies made under this tender, solely depend on timely receipt of funds for the same from the respective state governments. The SUPPLIER expressly agrees, acknowledges and understands that the GVK EMRI is not responsible for any delays in the release of funds from respective state governments for what so ever reason it may be and shall not hold GVK EMRI responsible for delayed payments and GVK EMRI shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SUPPLIER hereby, expressly waives releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the GVK EMRI arising out of this Agreement and not to sue GVKEMRI for any reason, as to any manner, claim, cause of action or

thing whatsoever arising of or under this Agreement. However, GVK EMRI will persuade with respective State Government to enable the timely payment to respective Supplier.

25. Ethics: Any attempt by a tenderer to obtain confidential information, enter into unlawful agreement with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall make the tender submitted by that tenderer liable for rejection.
26. Jurisdiction: All disputes arising out of or in connection with this tender shall be referred to law courts with Guwahati Jurisdiction only.
27. Power of Cancellation: GVK EMRI reserves the right to cancel the tender notification and reject any or all the tenders, at any time during the process of receipt, evaluation, and finalization of tenders, without assigning any reason what-so-ever.
28. Force Majeure: If at any time during the validity of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such n performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist and the decision of the Company as to whether the work has to be resumed shall be final and conclusive. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.
29. Fraud & Corruption:

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

 - “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
 - “Fraudulent Practice” means misrepresentation or omission of facts in order to execution of contract.
 - “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
 - “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive

practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

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

30. Saving Clause

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

31. Arbitration Clause: In case of any dispute, the decision of VP -Operation GVK EMRI Assam will be final and honored.

35. Termination:

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

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

GVK EMRI, Assam

Annexure I

Pre-Qualification Check List

Sr. No.	Document	Submitted (Yes/No/NA)
1	Tender Fee	Yes/No/NA
2	EMD	Yes/No/NA
3	Copy of the Partnership deed / Memorandum of Articles /Registration of firm {whichever is applicable	Yes/No/NA
4	GST registration copy	Yes/No
5	Permanent Account number(PAN) copy	Yes/No
6	CA certified Year wise production and sales for quoted product for last three year preceding of opening of technical bid (for manufacturer)	Yes/No/NA
8	Entire Tender Document with annexure duly signed & stamped	Yes/No
9	Supplier information form giving all financial / market / statutory details about firm / company (Annexure V).	Yes/No
10	Audited Financial statements with all reports .In case of unaudited Financial Statements CA Certified Turn Over Certificate must be enclosed for the past 3 years as a compliance to average turnover Rs.10 Lakhs / Annum.	Yes/No
11	Authority letter/Dealer or distributor agreement/agency certificate from Original Manufacturer.	Yes/No/NA
12	Document asked in eligibility criteria	Yes/No/NA
13	Literature or Catalogue of the quoted product/item (if applicable)	Yes/No/NA
14	Performa For Performance Statement	Yes/No

ANNEXURE II

(FORMAT OF AUTHORIZATION LETTER FOR AUTHORIZED DISTRIBUTOR or Dealer or wholesaler or Stockiest issued by original manufacturer)

(IN ORIGINAL/Self attested)

I / We _____ hereby declare that

1. M/s. _____ is our authorized distributor or Dealer for our products in India/ Assam /region/area from date _____ and they are authorized to quote and follow up on our behalf and the said agreement is valid in force as on date;
2. I/We undertake to supply the _____ items for which the quotations of following items are submitted by M/s. _____ on our behalf in respect of Tender Enquiry No. _____

<u>Sr.No</u>	<u>Item No.</u>	<u>Name of Item</u>
1		
2		
3		

3. I / We have read all the terms and conditions of the tender enquiry and the same are irrevocably binding upon us till the expiry of the contract signed & executed on our behalf
4. I/We shall notify the GVK EMRI, Assam immediately if there is any change in the agreement between M/s. _____ and me/us regarding authorized distributorship of our products and further undertake to supply the items quoted by the distributor on my / our behalf at the quoted in the tender enquiry in case of such a change of agreement.
5. This authority is applicable only for Tender Enquiry No. _____

Date:-

Signature of Authorized Signatory

ANNEXURE III

UNDERTAKING ON FRAUD AND CORRUPTION

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

Signature of proprietor/Partner/Director

Designation:

Seal:

ANNEXURE IV

Performance Security Bank Guarantee

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

Beneficiary: (Insert: name and Address of Purchaser)

Date:

PERFORMANCE GUARANTEE No:

We have been informed that (insert: name of Supplier) has entered into Contract No. (Insert: reference no of the contract) dated With you, for the supply of (insert: description of goods).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we (insert: name of bank) hereby irrevocably undertake to pay you 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 in response to the purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Annexure V

Supplier Information form (SIF)

1. Name of Organization: _____

2. Permanent Account Number (PAN): _____

(Pls. enclose Copy)

3. Registered Address: _____

4. Correspondence Address: _____

5. Deal in kind of Services/Products: _____

6. GST Registration:- _____

7. Bank A/C Details

Name of Bank : _____

Bank A/C No : _____ (Current/Saving)

Branch & Add : _____

IFSC code : _____

MICR code : _____

8. Contact Details

Contact Person : _____

Telephone No : _____

Mobile No : _____

E-Mail ID : _____

9. Name of sister concern or any _____

Interdependent Entity (If Any) _____

(Signature of Authorized Person)

Date:

[Name _____: Designation _____]

ANNEXURE- VI

ANNUAL TURN OVER STATEMENT
(CA Certified)

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

Sr. No.	Year	Turnover in Lakhs (Rs.)
1		
2		
3		
Total		Rs. _____ Lakhs
Average turnover per annum		Rs. _____ Lakhs

Date :
Place :

Name & Signature of
Chartered Accountant
Seal

ANNEXURE- VII

Manufacturing Experience Certificate for last Three Years for Quoted Product
(For manufacturer only)
(On letterhead of Chartered Accountant)

The Production and Sales of _____ (Name of quoted product) of
M/s _____ for the last three years are given below and certified
that the statement is true and correct.

Sr. No.	Year	Production (Qty.)	Sales (Qty.)
1			
2			
3			

Date :

Name & Signature of Chartered Accountant

Place :

Seal

Annexure VIII

Specification of D type and B Type Cylinders

	D-type	B-Type
Shell	Chrome Molybdenum Alloy 34 Cr OR Manganese steel	Chrome Molybdenum Alloy 34 Cr OR Manganese steel
Capacity:	46.7 <u>Lt</u> water capacity.	10 Lt Water capacity
Working pressure (Minimum)	150kg/cm ² at 15° c	150kg/cm ² at 15° c
Test Pressure (minimum)	250kg/cm ² at 15° c	250kg/cm ² at 15° c
Wall thickness (minimum)	5.5 mm minimum	4.2 mm minimum
Gas (O ₂):	Around 7000 <u>liter</u> of O ₂	1500 Lt of O ₂
Standard:	IS 7285 Part 1	IS 7285 Part 1
Valve:	IS 3224	IS 3224
Statutory certifications:	ISI Standards, BMP Certification WHO & Certified by Dept Explosives -GOI	ISI Standards, BMP Certification WHO & Certified by Dept Explosives -GOI
Matching Key cum Spanner to release oxygen	Matching Key cum Spanner to release oxygen	Matching Key cum Spanner to release oxygen
Hoses used from cylinder to the regulator if at all any	Should withstand a pressure of not less than 160 Kg/cm ² or 2250 psi	

Annexure- IX (Required Item List)		
Sr. No.	Item Description	Total Qty Required
1	<i>Oxygen Cylinder – Type D</i>	300
2	<i>Oxygen Cylinder – Type B</i>	400

Annexure – X

COMMECIAL BID FORMAT FOR THE TENDER FOR SUPPLY OF OXYGEN CYLINDER

Sl No.	Name of the Item	Packing	HSN Code	Unit Rate (RS.)	Applicable GST %	GST Amount	Total Rate
1	Cylinder D type	Single		250	12	30	280
2	Cylinder B Type	Single		200	12	24	224

Note: The Bidders have to quote rates through On-line only. Above format is purely for understanding of bidders.

Annexure – XI

Performa for Performance Statement

(FOR A PERIOD OF LAST 3 YEARS)

Name of Firm _____

Sr. No.	Name of Product	Year	Quantity supplied	Value	Name and full address of the purchaser
1					
2					

Date:

Sign & Seal of Tenderer:

Annexure- XII

Declaration Certificate

Date:

To
GVKEMRI, Assam
Guwahati
Tender No:GVKEMRI/Assam/SCM/01/2018-2019

Dated:2019

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 provide all the supplies quoted by us as per specifications of GVKEMRI and there are no deviations from the specifications indicated by GVK EMRI.

Thanking you,

Yours Sincerely,

(Authorized Signatory)
Name and Designation with
company seal