

RATE-CONTRACT Tender
Supply of Fleet Spares for Ambulances for all EMRI
GHS States

EMRI GHS, DEVARA YAMZAL, MEDCHAL ROAD, SECUNDERABAD-500 078

Tender Notice No: EMRI GHS /HO/SCM/02/2023-24

Date: 06.03.2023

General brief about EMRI GHS:

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

EMRI GHS is under the Public-Private-Partnership, has made substantial progress over the last 12 years in providing Emergency Response Services across the country and presently operate over 15000 state-of-the-art ambulances in 11 States and 2 Union Territories viz , Telangana, Tamil Nadu, Karnataka, Goa, Gujarat, Dadra Nagar Haveli Daman & Diu , Assam , , Uttar Pradesh, Rajasthan, Kerala , Delhi and Arunachal Pradesh to provide pre-hospital care covering a population of 800 million. Everyday EMRIGHS is serving on an average 24,000 emergencies (41 million emergencies attended since inception) and saving over 949 lives every day and cumulatively have saved more than 40 lakh lives since the launch of the services and provide direct employment to over 56,000 associates while continuing to be a not-for-profit organization.

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.

Objectives of Contract:

All the Ambulances operated by EMRIGHS in different States of India, need to be replenished regularly on monthly basis with fleet spares, Batteries and, Tyres . It has been decided to centralize the procurement process by nation-wide tendering process and finalizing the rates on RATE CONTRACTbasis, which will not only result in obtaining competitive prices and bring uniformity but also simplify the procurement procedure.

Bids are invited from reputed Manufacturers/distributors/dealers/traders of fleet Spares, and fleet Spares. The Description of the items along with specifications is given from Annexure-1 to Annex-7.. All the interested vendors may go through the “terms and conditions” of the “TENDER” document uploaded in our Website (www.emri.in) and submit their bids accordingly.

The Tender Document may either be down-loaded from our Website or can be purchased in hard copy on payment of a Non-refundable Tender Fee of Rs.2000 (Rupees Two thousand only) by way of a Demand Draft drawn in favor of “Emergency Management and Research Institute, Secunderabad” from Mr Madhusudhan (9000018912) Department of Supply Chain Management,EMRIGHS Secunderabad.

Vendors who download the document from website have to submit Demand draft for Rs.2000/- at the time of TENDER submission.

Important dates and deadlines for the TENDER are given below:

<i>A</i>	<i>Sale of Bidding Documents</i>	<i>06/03/2023 onwards</i>
<i>B</i>	<i>Pre-bid conference</i>	<i>13/03/2023 at 11.00 Hours</i>
<i>C</i>	<i>Last date for submission of Bids</i>	<i>23/03/2023 by 1000 Hrs</i>
<i>D</i>	<i>Opening of Cover A (Pre Qualification) & Cover B (Technical Evaluation)</i>	<i>23/03/2023 by 14.30 Hrs</i>
<i>E</i>	<i>Opening of cover C (Commercial Evaluation)</i>	<i>24/03/2023 by 1030 Hrs</i>

The completed sealed bids must be received at the office of GVK Emergency Management and Research Institute, Secunderabad, India, on or before time and date given above. EMRIGHS is not responsible for any delay in transit.

*Head Supply Chain Management
For and On behalf of EMRIGHS Secunderabad*

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GENERAL TERMS AND CONDITIONS OF THE TENDER

1. SCOPE OF WORK:

EMRI GHS intends to finalize Rate Contract for supply of various Fleet spares, Batteries, Tyres for Ambulances in various EMRIGHS operating States of India.

Annexure – 1 to Annexure-7 : State wise, Item wise consumption given for fleet Spares. the part numbers are not given. OEM has to furnish the Part numbers and others Non OEM to be given the complete description while quoting the Price,. Subject to approval by the Technical Committee.

The quantities projected are tentative and the respective State units of EMRIGHS will release the purchase orders as-and-when required basis for a period of one year from the date of signing of Rate Contract.and can be extended for another Six months by mutual understanding subject to satisfactory service. The suppliers have to supply the goods to the respective states where the EMRIGHS Offices are situated. The respective states will arrange the payment as per the terms of the Rate Contract.

The Tenderer shall be responsible to arrange safe delivery of goods, by rail/road at different destinations in India as per the supply order received. The rates quoted by the Tenderer should include all costs for free delivery to consignee's site. Supplier further represents and warrants that the Product supplied by him will be in strict compliance with all applicable central, state and local laws.EMRIGHS operating states will release purchase order for L1 items on successful bidder communicated by National SCM to all states.

2. PRE-BID MEETING:

A meeting with all the firms bidding for the supply will be conducted on the date and time stipulated earlier in this document. Only one representatives per firm will be allowed to attend the pre bid meeting or through virtual (On Line) at specified date and time. Link for virtual meeting will be shared through email. You can reach on pradeep_p@emri.in for virtual link.

All queries on the scope of work, terms and conditions and any other pertinent points will be clarified by the technical Committee of EMRI GHS to enable proper submission of bids. The queries shall be restricted to the scope of agreement and its terms. Discussions with co- vendors are strictly prohibited. All the queries shall be brought forth only during this pre-bid meeting since no queries will be entertained subsequently.

The minutes of the meeting will be recorded and become part of the Tender process. Subsequent amendments will be uploaded in the EMRI GHS website if any

3. EVALUATION

The Preliminary Bid Cover A and Cover B will be opened in the presence of the bidders/their authorized representatives. The documents mentioned at Sl.No.4 will be scrutinized during the preliminary evaluation.

4. ELIGIBILITY CRITERIA - Cover A

- (a) Tender Fee : DD Tender fee of Rs. 2,000/- Non refundable
- (b) **EMD AMOUNT:** Each tender form should be accompanied by Demand Drafts from any nationalized bank/Commercial Bank drawn in favor of “ Emergency Management and Research Institute GHS ”, payable at Secunderabad towards Earnest Money Deposit (EMD) of **1% of the Quoted Value**. For unsuccessful bidders the EMD amount will be returned after completion of the process. EMD amount of L-1 vendors will be returned after submission of the Performance Bank Guarantee (PBG) to the respective States @ 3% of Annual value of the anticipated quantity of L1 items.
- (c) The average Annual Turnover should be at least Rs.50 lakhs (Rupees Fifty Lacs Only) during the last three Financial years.
- (d) OEM/Manufacturers/Distributors/Authorized Dealers/Traders can participate in the tender. Whoever participates in the tender will be solely responsible for the execution of the agreement entered into with EMRIGHS.
- (e) A person signing the Tender Form or any other Document, forming a part of the contract on behalf of the supplier, shall be an authorized signatory of the bidding firm and shall produce Documentary evidence as per Annexure – 8
- (f) Bidder should not have been convicted for any criminal or Economic offences by any court of Law in India or abroad or blacklisted by State/Central Government Departments/Organization or any of EMRIGHS States as per Annexure – 13
- (g) 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 be liable for rejection.
- (h) The Bidder shall also certify in writing to the effect that they have read and understood all the Terms and Conditions stipulated in the Tender and are willing to abide by the same. Tenders submitted without this signed declaration will be treated as incomplete and will not be considered as per Annexure –10
- (i) The prices quoted in Tender and quantities offered for supply shall remain valid for the full tenure of 12 months of the contract period and can be extended for another Six months on Mutual agreement subject to satisfactory service.
- (j) Vendors are requested to furnish 3 different latest purchase / work orders copies of last three Financial Years. i.e 2019-2020,2020-2021&,2021-2022.
- (k) A Firm/Group are allowed to submit only one proposal. In case they submit or participate in more than one proposal submitted, shall be disqualified.

Technical Evaluation: Cover B

1. Compliance of physical samples certified by the Technical Team of EMRIGHS is mandatory for qualifying in the technical evaluation.
2. EMRI GHS may at its sole discretion add/delete/revise any of features at any stage of tender evaluation due to internal reasons and is having right to cancel at any point of time.
3. All vendors who meet the preliminary criterion and submit Technical Bids conforming to the Technical Evaluation criterion will be shortlisted for commercial evaluation.
4. The successful vendors shall be required to submit state wise samples to SCM, Head Office. All approved samples to be show cased at state stores / SCM offices will be cross validated by Technical Committee against every supply from successful bidder. Any deficiencies / differences found between the approved sample and supply made, will be viewed seriously. For any action initiated, Vendor will be solely responsible and answerable.
5. EMRI GHS shall consider the information furnished by the 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 EMRI GHS and prohibited from participating in any of future tenders. EMRI GHS may at its sole discretion will use services of a third party to verify the authenticity of the data furnished by vendors

5. PRICE BID: Cover C

The Price bids of those suppliers who do not qualify in Technical Evaluation would be rejected. However, the decision of the Tender Committee would be final on the matter of consideration. The Price-bids will be opened in the presence of Bidders / representatives and Tender Committee Members. If more than one bidder qualifies as Lowest Bidder (L1) by quotingsame rates, the decision of the Tender Committee is final to distribute the scheduled quantity among the L1 vendors.

The requirement incorporated in the tender enquiry document will be ordered from Lowest Responsive Bidder (L1). If L1 refuses to supply or not capable of supplying in the opinion of the Purchaser, the purchaser has the right to split the order quantity among the other bidders in the order of lowest to highest bidder and negotiate for acceptance of L-1 rates.

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

If L1 bidder items value found to be more than prevailing market value of the similar quality as of L1 Bidder, than the L1 entitle to Claim and EMRIGHS States reserve the right to make payment as per market rate of respective item.

6. SUBMISSION OF TENDERS:

The Bids should be in three parts viz. (a) Preliminary Bid – Cover A (b) Technical Evaluation – Cover B and (c) Commercial Bid - Cover – C . All these covers shall be further placed together in a sealed cover super-scripted “**Tender for Supply of fleet spares, Batteries & Tyres for Ambulance**” clearly mentioning Tender number and date and to be dropped in the box kept for this purpose at the Reception Hall of EMRIGHS Office Secunderabad.

Cover A:

DD for Rs. 2,000/- towards Tender Fee.

- (i) Demand Drafts for Tender Fee and Earnest Money Deposit.
- (ii) Authorized signatory Form – Annexure - 2
- (iii) Non Conviction for any criminal or economic offences Declaration – Annexure – 3
- (iv) Declaration Form – Annexure - 4
- (v) Annual Turn-over certificate for the preceding 3 years
- (vi) IT returns and financial statements for last three years.
- (vii) PAN/ GST registration certificate.
- (viii) Last three years purchase order copies
- (ix) Tender Application form duly filled and signed by the Authorised Person.
- (x) Valid Authorization letter from the OEM, in case of Trading Partner.
- (xi) Specification/Part No.- for all items as per Annex1 to Annex7 (State wise)

Cover B:

1. Catalogue of the items quoted
2. Samples to be submitted along with the Tender

Cover C:

PRICE BID-

1. As per Annexure: 1 to 7 Consists of Fleet Spares, Tires, and Batteries.

All other charges viz. packing & forwarding, freight and discounts shall be inclusive. Price will remain firm and fixed during the tenure of One Year Contract irrespective of the quantity ordered.

7. PERFORMANCE BANK GUARANTEE: (PBG)

Successful bidders shall submit State-wise PBG (**Annexure-12**) for 3% of the tentative annual value of the order towards performance Guarantee. In case of lack of performance or deficiency in performance, EMRI GHS reserves right to forfeit Bank Guarantee and entitle to Claim amount from the Banker.

8. Price:

- a) All costs and tax components should be shown separately in the TENDER
- b) The price quoted shall remain "FIRM" for the entire validity period and without any escalation whatsoever.
- c) EMRIGHS may at its sole discretion, may negotiate with the L1 vendor to further reduce the prices, in case it is felt that L1 prices are more than prevalent market prices or any other reason in the interest of respective State Governments.

9. SUPPLIERS RESPONSIBILITIES:

- (a) The Supplier shall not sublet, subcontract, transfer or assign the 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.
- (b) Under any circumstances, the supplier shall not supply goods, in which recycled materials/ used-disposables are used. If any such instances are found, the PO shall be cancelled and EMRI GHS is entitling to claim damages and consequential damages arising thereof.
- (c) The supplier is responsible for the delivery of the goods at the final destination in satisfactory and properly packed condition without any loss or damage. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy, the Purchaser will be entitled (not-with-standing that the property of goods shall have passed on to the company) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the supplier, reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the supplier for the due fulfillment of the contract as also to recover any amount, if already paid
- (d) L1 bidders to ensure submission of item wise accepted sample duly packed state wise at the SCM Head Office (Hyderabad) along with LOI acceptance.
- (e) L1 bidder to ensure adhering the same price structure for any new business during the contract period.

10. INSPECTION:

- (a) The products fulfilling technical specifications will be only considered for acceptance. The conformance to the Specifications for every unit supplied shall be established by the supplier.
- (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 EMRIGHS regarding the quality standards required by EMRI GHS in connection with the manner of production, manufacture, Packaging, storage and delivery of the Product.
- (c) *Removal of Rejected supplies* - Any supplies inspected and rejected at Purchaser's premises must be removed by the Supplier within 7 days from date of receipt of intimation of rejection of supplies. If the rejected goods have already been paid for (partly or fully), the supplier shall, before removal of rejected goods, either deliver correct replacement goods at Purchaser's premises completely free of cost (including cost of goods, freight, taxes, duties etc) or refund the payment received as well as make full compensation for freight taxes , duties etc. Such rejected items shall lie at supplier's risk from the time of such rejections and if not removed within the above time limit, the Purchaser shall have the right to dispose off the said rejected materials as he may deem fit without any financial obligation to the supplier.

11. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

Failure to deliver the items or any consignment thereof, within the period prescribed for such delivery, will entail the Purchaser to levy LD and recover the amount at his/ her option, as given below with a maximum ceiling of 10% of the order value.

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

In case the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period specified in the Purchase Order by the respective States, the Purchaser reserves the right to take alternate procurement action, at the risk and 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.

12. PAYMENT TERMS:

Payment will be made within 30 days from the date of receipt of Original Bill from the Vendor and shall follow by receipt, inspection and acceptance of goods. The bidder should submit the bills/invoices with copies of delivery challans duly acknowledged by the Purchaser and also purchase order copy. Three copies of each document should be made and one copy handed over to the authority at delivery site.

Tenderers must clearly mention their GST etc. in their invoices. In case if there is a decrease in the Statutory Taxes/Duties/ Levies, the same has to be passed to the Purchaser.

13. Liability of EMRI GHS:

It is expressly understood and agreed by, between the SUPPLIER and the EMRI GHS that the EMRI GHS 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 EMRIGHS 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 EMRI GHS responsible for delayed payments and EMRI GHS 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 EMRI GHS arising out of this Agreement and not to sue EMRI GHS for any reason, as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

14. WARRANTIES AND OBLIGATIONS:

Supplier irrevocably offers warranty of the product against contamination of material. 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. 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. Replacing the defective items should be done as stipulated in Para-10(c) above. The warranty particulars have to be mentioned in the bid against each item by the supplier wherever applicable.

15. PRODUCT WITHDRAWAL:

If it is deemed necessary at any time by either EMRIGHS 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 EMRIGHS, either as a result of failure of the Product or Supplier

to strictly comply with EMRIGHS'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.

If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the EMRIGHS or any federal, state or local authority ,EMRIGHS 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. If the product supplied is not as per the specification on analysis of the samples by appropriate approved labs/authority then the rejected and available quantities have to be lifted back by the supplier. All cost and consequences of such rejected quantities shall be borne by the supplier.

16. 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 EMRIGHS should not suffer during the full tenure of the contract period. In an event of Supplier failing to supply the material in ordered quantities and as per time schedules,EMRIGHS, 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.

17. TRADE MARKS:

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

18. INDEMNITY:

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

Supplier shall agree to indemnify, defend and hold EMRI GHS 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 EMRI GHS, arising directly or indirectly out of, or in connection with, Supplier's violation or breach of any of the terms of this Agreement or any act or omission to act by Supplier in violation of the Agreement. EMRIGHS 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.

19. COMPLIANCE OF THE LAWS OF THE LAND

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

20. INTELLECTUAL PROPERTY, PROPRIETARY KNOWLEDGE & CONFIDENTIAL INFORMATION (Excluding the information in the Public Domain)

- a. Supplier acknowledges that in connection with this Agreement, EMRIGHS may disclose to Supplier, or Supplier may otherwise obtain or develop knowledge of certain confidential and proprietary information of EMRI GHS, 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 EMRIGHS.
- b. All such information is hereby designated by EMRIGHS 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 EMRIGHS. Notwithstanding the foregoing, Supplier, during the term of this Agreement, and in order to carry out its obligations under this Agreement may disclose Confidential and Proprietary Information to its EMPLOYEES solely for the purpose of performing its obligations under this Agreement, and only on a "need to know" basis. Supplier agrees that all of its employees receiving any Confidential and Proprietary Information shall enter into a separate written confidentiality agreement with Supplier that ensures the employee will comply with the confidentiality provisions of this Agreement. A copy of each such confidentiality agreement shall be provided to EMRIGHS.
- c. All Confidential and Proprietary Information shall remain confidential until EMRIGHS 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 EMRIGHS so a protective order, if appropriate, may be sought by EMRIGHS.
- 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 EMRIGHS, and in such instance, EMRIGHS shall be entitled to injunctive and other equitable relief to prevent such breach or to remedy any actual breach.

21. TERMINATION:

The Tender Committee of EMRIGHS, reserves the right to terminate this Agreement by giving a written notice to Supplier in the event that Supplier does any of the following:

- a. Fails to continuously supply the Product for four consecutive weeks from the delivery date.
- b. 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 EMRIGHS.
- c. Supplier shall not have the right to terminate this Agreement within the first 6 months. During the next 6 months, the Supplier shall not have the right to terminate this Agreement without Sixty (60) days prior written notice to EMRIGHS.
- d. Upon receipt of the notice of termination from the Purchaser, the Supplier shall either immediately or upon the date specified in the notice of termination, cease all further supply except for such as the Purchaser may specify in the notice of termination. In the event of termination of the Contract the Purchaser shall only pay to the Supplier, the Price for the parts executed by the Supplier as of the date of termination.

22. GOVERNING LAW, DISPUTE RESOLUTION & INFRINGEMENTS

This Agreement shall be governed by and construed in accordance with the laws of the India; without regard to conflict of law principles, and language shall be English. Supplier agrees to fully cooperate with EMRIGHS, 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. .

23. NOTICE:

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. All such notices shall be effective upon delivery or upon refusal to accept delivery. 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.

24. MISCELLANEOUS:

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. If any term, clause or provision here of 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. 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. Bidders or employees of bidder cannot claim or be construed as employees of EMRIGHS.

25. FORCE MAJEURE

If at any time during the validity of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence

Thereof Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.

26. FALL CLAUSE:

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 EMRIGHS 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 aState Government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer to sale to the Purchaser and the price payable under the contract for the material supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

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

ANNEXURE-1

WEST BENGAL

	PARTS NAME	WEST BENGAL											
		Bolero BSIII			Bolero BSIV			Trax BSVI					
	Make / Model of the fleet	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE
	ITEM												
	DESCRIPTION												
SS	AIR FILTER(PRIMARY FILTER ELIMENT) (Fleetguard)	1150				256				266			
	OIL FILTER(FILTER CARTRIDGE) (Puroliter)	2300				513				531			
	DIESEL FILTER(FILTER ELIMENT) (Puroliter)	1150				256				266			
	FUEL FILTER CARTRIDGE / Water Separator (Puroliter)	1150				256				266			
	Engine Oil	2300				513				531			
	Gear Oil/Diff oil	1150				256				266			
	Coolant	575				128				133			
	Brake Oil	1150				256				266			
Brake	KIT PAD ASSY(BRAKE PAD) (Rane / TVS make)	1150				256				266			
	KIT LINING SET STANDARD(BRAKE SHOE) (Rane / TVS make)	575				128				133			
	DISC BRAKE	148				33				34			
	REAR BRAKE DRUM	148				33				34			
Clutch	BEARING CLUTCH RELEASE(RELEASE BEARING) (Iipe)	460				103				106			
	CLUTCH COVER ASSEMBLY (PRESSURE PLATE) (Valeo)	460				103				106			
	CLUTCH DISC-DRIVEN PLATE ASSY(CLUTCH PLATE) (Valeo)	460				103				106			
	TANDEM MASTER CYLINDER	230				51				53			
	CLUTCH SLAVE CYLINDER	460				103				106			
	CLUTCH SLAVE CYLINDER REPAIR KIT	460				103				106			
Suspension	SHOCK ABSORBER ASSY FRT(FRONT SHOCKER)	153				34				35			
	SHOCK ABSORBER ASSY REAR	184				41				43			
	UPPER BALL JOINT (Rane)	460				103				106			
	LOWER BALL JOINT (Rane)	460				103				106			

	SPRING BUSHING FOR LEAF SPRING	460				103				106			
	BUSHING STABILIZER BAR	460				103				106			
	TIE ROD END	460				103				106			
	SUSPENTION KIT	460				103				106			
	KIT SHOCK ABSORBER BUSHING	460				103				106			
	REAR LEAF SPRING ASSEMBLY	92				21				21			
STEERING	UNIVERSAL JOINT ASSY-STEERING	288				64				66			
	DROP ARM	153				34				35			
	STABILISER LINK ASSY	153				34				35			
Propeller Shaft	Kit Journal/Propeller shaft Cross	288				64				66			
	Yoke TEETH (SLIDING YOKE)	288				64				66			
Wheel	Front Wheel Bearing	460				103				106			
	Wheel Cylinder	288				64				66			
	Rear wheel bearing outer	288				64				66			
	Rear wheel bearing inner	288				64				66			
	Rear hub oil seal (outer and inner)	288				64				66			
	Drive shaft												
	Caliper repair kit	575				128				133			
	Front brake caliper assembly	184				41				43			
Extra Parts	WATER PUMP	288				64				66			
	TAPET COVER PACKING	148				33				34			
	PIPE [FUEL FILTER TO FIP]	148				33				34			
	GEAR BOX REAR OIL SEAL	219				49				51			
	WATER PUMP GASKET	288				64				66			
	IDEL BOX WITH IDEL ARM	219				49				51			
	FUEL FLOAT UNIT	102				23				24			
	FAN BELT	460				103				106			
	REAR BRAKE PIPE	230				51				53			
	COMBINATION SWITCH	184				41				43			
	KIT RR WHEEL CYLINDER MAJOR	131				29				30			
	KIT RR WHEEL CYLINDER MINOR	230				51				53			
	BUSH RUBBER UPPER ARM	230				51				53			
	WHEEL NUT	460				103				106			
	OIL PRESSURE SWITCH-MDI	131				29				30			
	HOSE RADIATOR OUTLET	460				103				106			

HOSE AIR TURBO SIDE	460				103				106			
Engine Breather (oil separator)	460				103				106			
KIT LOCK WITH COMMON KEY	131				29				30			
RADIATOR ASSY	131				29				30			
Gear box and Differential breather	92				21				21			
HEAD LIGHT BULB	460				103				106			
Tail light bulb	230				51				53			

ANNEXURE-2
REQUIREMENT OF FLEET SPARES- ASSAM

S N O	PARTS NAME	ASSAM																			
		Sumo BSIII				Force BSVI				Winger BSIII				Winger BSVI				Winger BSVI			
	Make / Model of the fleet	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE
	Item																				
1	SS	AIR FILTER(PRIMARY FILTER ELIMENT) (Fleetguard)	153				157				43				247				260		
2		OIL FILTER(FILTER CARTRIDGE) (Puroliter)	306				315				86				493				519		
3		DIESEL FILTER(FILTER ELIMENT) (Puroliter)	153				157				43				247				260		
4		FUEL FILTER CARTRIDGE / Water Separator (Puroliter)	153				157				43				247				260		
5		Engine Oil	306				315				86				493				519		
6		Gear Oil/Diff oil	153				157				43				247				260		
7		Coolant	77				79				22				123				130		
8		Brake Oil	153				157				43				247				260		
9	Brake	KIT PAD ASSY(BRAKE PAD) (Rane / TVS make)	153				157			43				247				260			
10		KIT LINING SET STANDARD(BRAKE SHOE) (Rane / TVS make)	77				79				22				123				130		

11		DISC BRAKE	20			20			6			32			34				
12		REAR BRAKE DRUM	20			20			6			32			34				
16	Clutch	BEARING CLUTCH RELEASE(RELEASE BEARING) (Ipe)	61			63			17			99			104				
17		CLUTCH COVER ASSEMBLY (PRESSURE PLATE) (Valeo)	61			63			17			99			104				
18		CLUTCH DISC-DRIVEN PLATE ASSY(CLUTCH PLATE) (Valeo)	61			63			17			99			104				
19		TANDEM MASTER CYLINDER	31			31			9			49			52				
20		CLUTCH SLAVE CYLINDER	61			63			17			99			104				
21		CLUTCH SLAVE CYLINDER REPAIR KIT	61			63			17			99			104				
22		Suspension	SHOCK ABSORBER ASSY FRT(FRONT SHOCKER)	20			21			6			33			35			
23			SHOCK ABSORBER ASSY REAR	25			25			7			39			42			
24	UPPER BALL JOINT (Rane)		61			63			17			99			104				
25	LOWER BALL JOINT (Rane)		61			63			17			99			104				
26	SPRING BUSHING FOR LEAF SPRING		61			63			17			99			104				
27	BUSHING STABILIZER BAR		61			63			17			99			104				
28	TIE ROD END		61			63			17			99			104				
29	SUSPENSION KIT		61			63			17			99			104				
30	KIT SHOCK ABSORBER BUSHING		61			63			17			99			104				
			REAR LEAF SPRING ASSEMBLY	12			13			3			20			21			

32	STEERING	UNIVERSAL JOINT ASSY-STEERING	38					39											
33		DROP ARM	20					21											
34		STABILISER LINK ASSY	20					21											
35	Propeller Shaft	Kit Journal/Propeller shaft Cross	38					39											
36		Yoke TEETH (SLIDING YOKE)	38					39											
37	Wheel	Front Wheel Bearing	61					63		17			99					104	
38		Wheel Cylinder	38					39		11			62					65	
39		Rear wheel bearing outer	38					39		11			62					65	
40		Rear wheel bearing inner	38					39		11			62					65	
41		Rear hub oil seal (outer and inner)	38					39		11			62					65	
42		Drive shaft								22			123					130	
43		Caliper repair kit	77					79		22			123					130	
44		Front brake caliper assembly	25					25		7			39					42	
45	Extra Parts	WATER PUMP	38					39		11			62					65	
46		TAPET COVER PACKING	20					20		6			32					34	
47		PIPE [FUEL FILTER TO FIP]	20					20											
48		GEAR BOX REAR OIL SEAL	29					30											
49		WATER PUMP GASKET	38					39		11			62					65	
50		IDEL BOX WITH IDEL ARM	29					30											
51		FUEL FLOAT UNIT	14					14		4			22					23	
52		FAN BELT	61					63		17			99					104	
53		REAR BRAKE PIPE	31					31		9			49					52	
54		COMBINATION SWITCH	25					25		7			39					42	
55		KIT RR WHEEL CYLINDER MAJOR	18					18		5			28					30	

56	KIT RR WHEEL CYLINDER MINOR	31			31			9				49				52			
57	BUSH RUBBER UPPER ARM	31			31														
58	WHEEL NUT	61			63			17				99				104			
59	OIL PRESSURE SWITCH-MDI	18			18														
60	HOSE RADIATOR OUTLET	61			63			17				99				104			
61	HOSE AIR TURBO SIDE	61			63			17				99				104			
62	Engine Breather (oil separator)	61			63			17				99				104			
63	KIT LOCK WITH COMMON KEY	18			18			5				28				30			
64	RADIATOR ASSY	18			18			5				28				30			
65	Gear box and Differential breather	12			13			3				20				21			
66	HEAD LIGHT BULB	61			63			17				99				104			
67	Tail light bulb	31			31			9				49				52			

28		TIE ROD END	149			64			40			41			14			110				
29		SUSPENTION KIT	149			64			40			41			14			110				
30		KIT SHOCK ABSORBER BUSHING	149			64			40			41			14			110				
		REAR LEAF SPRING ASSEMBLY	30			13			8			8			3			22				
32	STEERING	UNIVERSAL JOINT ASSY- STEERING																				
33		DROP ARM																				
34		STABILISER LINK ASSY																				
35	Propeller Shaft	Kit Journal/Propeller shaft Cross																				
36		Yoke TEETH (SLIDING YOKE)																				
37	Wheel	Front Wheel Bearing	149			64			40			41			14			110				
38		Wheel Cylinder	93			40			25			26			9			69				
39		Rear wheel bearing outer	93			40			25			26			9			69				
40		Rear wheel bearing inner	93			40			25			26			9			69				
41		Rear hub oil seal (outer and inner)	93			40			25			26			9			69				
42		Drive shaft	186																			
43		Caliper repair kit	186			80			49			51			17			138				
44		Front brake caliper assembly	60			26			16			16			6			44				
45		WATER PUMP	93			40			25			26			9			69				
46	Extra Parts	TAPET COVER PACKING	48			21			13			13			5			36				
47		PIPE [FUEL FILTER TO FIP]																				
48		GEAR BOX REAR OIL SEAL																				
49		WATER PUMP GASKET	93			40			25			26			9			69				

50	IDEAL BOX WITH IDEAL ARM																			
51	FUEL FLOAT UNIT	33			14			9			9			3				24		
52	FAN BELT	149			64			40			41			14				110		
53	REAR BRAKE PIPE	74			32			20			21			7				55		
54	COMBINATIO N SWITCH	60			26			16			16			6				44		
55	KIT RR WHEEL CYLINDER MAJOR	43			18			11			12			4				31		
56	KIT RR WHEEL CYLINDER MINOR	74			32			20			21			7				55		
57	BUSH RUBBER UPPER ARM																			
58	WHEEL NUT	149			64			40			41			14				110		
59	OIL PRESSURE SWITCH-MDI																			
60	HOSE RADIATOR OUTLET	149			64			40			41			14				110		
61	HOSE AIR TURBO SIDE	149			64			40			41			14				110		
62	Engine Breather (oil separator)	149			64			40			41			14				110		
63	KIT LOCK WITH COMMON KEY	43			18			11			12			4				31		
64	RADIATOR ASSY	43			18			11			12			4				31		
65	Gear box and Differential breather	30			13			8			8			3				22		
66	HEAD LIGHT BULB	149			64			40			41			14				110		
67	Tail light bulb	74			32			20			21			7				55		

ANNEXURE-4
REQUIREMENT OF FLEET SPARES- DELHI

S NO	PARTS NAME	DELHI																
		Make / Model of the fleet		Winger BSVI				Winger BSIV				EECO BSIII				EECO BSVI		
	ITEM DESCRIPTION	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	
1	S	AIR FILTER(PRIMARY FILTER ELIMENT) (Fleetguard)	32				103				110				16			
2		OIL FILTER(FILTER CARTRIDGE) (Puroliter)	64				206				221				32			
3		DIESEL FILTER(FILTER ELIMENT) (Puroliter)	32				103				110				16			
4		FUEL FILTER CARTRIDGE / Water Separator (Puroliter)	32				103				110				16			
5		Engine Oil	64				206				221				32			
6		Gear Oil/Diff oil	32				103				110				16			
7		Coolant	16				52				55				8			
8		Brake Oil	32				103				110				16			
9	Brake	KIT PAD ASSY(BRAKE PAD) (Rane / TVS make)	32				103				110				16			
10		KIT LINING SET STANDARD(BRAKE SHOE) (Rane / TVS make)	16				52				55				8			
11		DISC BRAKE	4				13				14				2			
12		REAR BRAKE DRUM	4				13				14				2			

48	GEAR BOX REAR OIL SEAL														
49	WATER PUMP GASKET	8			26			28				4			
50	IDEL BOX WITH IDEL ARM														
51	FUEL FLOAT UNIT	3			9			10				1			
52	FAN BELT	13			41			44				6			
53	REAR BRAKE PIPE	6			21			22				3			
54	COMBINATION SWITCH	5			17			18				3			
55	KIT RR WHEEL CYLINDER MAJOR	4			12			13				2			
56	KIT RR WHEEL CYLINDER MINOR	6			21			22				3			
57	BUSH RUBBER UPPER ARM														
58	WHEEL NUT	13			41			44				6			
59	OIL PRESSURE SWITCH-MDI														
60	HOSE RADIATOR OUTLET	13			41			44				6			
61	HOSE AIR TURBO SIDE	13			41			44				6			
62	Engine Breather (oil separator)	13			41			44				6			
63	KIT LOCK WITH COMMON KEY	4			12			13				2			
64	RADIATOR ASSY	4			12			13				2			
65	Gear box and Differential breather	3			8			9				1			
66	HEAD LIGHT BULB	13			41			44				6			
67	Tail light bulb	6			21			22				3			

ANNEXURE-5
REQUIREMENT OF FLEET SPARES- UTTAR PRADESH

S NO	PARTS NAME	UTTAR PRADESH																								
		Winger BSVI				Force BSVI				Winger BSIV				Winger BSIII				Force BSIII				Force BSIV				
	Make / Model of the fleet	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	QTY	BRAND NAME	PART NUMBER	UNIT PRICE	
1	SS	AIR FILTER(PRIMARY FILTER ELIMENT) (Fleetguard)	833			539				5101				984				316				211				
2		OIL FILTER(FILTER CARTRIDGE) (Puroliter)	1666			1078				10202				1968				632				422				
3		DIESEL FILTER(FILTER ELIMENT) (Puroliter)	833			539				5101				984				316				211				
4		FUEL FILTER CARTRIDGE / Water Separator (Puroliter)	833			539				5101				984				316				211				
5		Engine Oil	1666			1078				10202				1968				632				422				
6		Gear Oil/Diff oil	833			539				5101				984				316				211				
7		Coolant	416			270				2550				492				158				105				
8		Brake Oil	833			539				5101				984				316				211				

9	Brake	KIT PAD ASSY(BRAKE PAD) (Rane / TVS make)	833			539			5101			984			316			211					
10		KIT LINING SET STANDARD(BRAKE SHOE) (Rane / TVS make)	416			270			2550			492			158			105					
11		DISC BRAKE	107			70			658			127			41			27					
12		REAR BRAKE DRUM	107			70			658			127			41			27					
16	Clutch	BEARING CLUTCH RELEASE(RELEASE BEARING) (Iipe)	333			216			2040			394			126			84					
17		CLUTCH COVER ASSEMBLY (PRESSURE PLATE) (Valeo)	333			216			2040			394			126			84					
18		CLUTCH DISC-DRIVEN PLATE ASSY(CLUTCH PLATE) (Valeo)	333			216			2040			394			126			84					
19		TANDEM MASTER CYLINDER	167			108			1020			197			63			42					
20		CLUTCH SLAVE CYLINDER	333			216			2040			394			126			84					
21		CLUTCH SLAVE CYLINDER REPAIR KIT	333			216			2040			394			126			84					
22	Suspension	SHOCK ABSORBER ASSY FRT(FRONT SHOCKER)	111			72			680			131			42			28					
23		SHOCK ABSORBER ASSY REAR	133			86			816			157			51			34					

43	Caliper repair kit	416			270			2550			492			158			105			
44	Front brake caliper assembly	133			86			816			157			51			34			
45	WATER PUMP	208			135			1275			246			79			53			
46	TAPET COVER PACKING	107			70			658			127			41			27			
47	PIPE [FUEL FILTER TO FIP]													41			27			
48	GEAR BOX REAR OIL SEAL													60			40			
49	WATER PUMP GASKET	208			135			1275			246			79			53			
50	IDEL BOX WITH IDEL ARM													60			40			
51	FUEL FLOAT UNIT	74			48			453			87			28			19			
52	FAN BELT	333			216			2040			394			126			84			
53	REAR BRAKE PIPE	167			108			1020			197			63			42			
54	COMBINATI ON SWITCH	133			86			816			157			51			34			
55	KIT RR WHEEL CYLINDER MAJOR	95			62			583			112			36			24			
56	KIT RR WHEEL CYLINDER MINOR	167			108			1020			197			63			42			
57	BUSH RUBBER UPPER ARM													63			42			
58	WHEEL NUT	333			216			2040			394			126			84			
59	OIL PRESSURE SWITCH-MDI													36			24			
60	HOSE RADIATOR OUTLET	333			216			2040			394			126			84			
61	HOSE AIR TURBO SIDE	333			216			2040			394			126			84			

62	Engine Breather (oil separator)	333			216			2040			394			126			84			
63	KIT LOCK WITH COMMON KEY	95			62			583			112			36			24			
64	RADIATOR ASSY	95			62			583			112			36			24			
65	Gear box and Differential breather	67			43			408			79			25			17			
66	HEAD LIGHT BULB	333			216			2040			394			126			84			
67	Tail light bulb	167			108			1020			197			63			42			

**ANNEXURE-6
BATTERIES**

Oracle Code	MATERIAL SPECIFICATION	KERALA	RAJASTHAN	UP- (EAST, WEST ,MCS)	DELHI	ASSAM	TELANGANA	WEST BENGAL	TOTAL
FL0337-GVK	BATTERY 12V 100 AH EXIDE,AMARON,BOSCH BATTERY WITH 18 MONTH WARRANTY	141	0	0	0	2	235	0	378
FL0336-GVK	BATTERY 12V 80 AH EXIDE, AMARON, BOSS BATTERY WITH 18 MONTH WARRANTY (AFTER BUY BACK)	0	405	3077	76	211	96	91	3956
	BATTERY 12V 70AH	0	0	0	0	0	101	0	101
FL1977-GVK	BATTERY 12V 45 AH Amaron with 12 Month Warranty(After by Back)	0	0	0	81	0	0	0	81
FL1102-GVK	BATTERY 12V 65 AH EXIDE, AMARON, BOSS BATTERY WITH 24 MONTH WARRANTY	0	0	0	0	0	0	336	336
	BATTERY 12V 9AH	0	0	0	0	0	21	0	21

**ANNEXURE-7
TIRES**

Tyres Requirement									
Sl.No	Tyre SIZE	vehicle	Consumption	pattern	Type	UOM	Basic Price	GST%	Total Amount
1	195 R15 Tyre	Winger/Sumo	15000		TT	EA			
A	195 R 15 Tube								
2	195 R15 Tyre - Tube less				TL	EA			
3	215/75 R15LT Tyre	Force/Bolero	30000		TT	EA			
A	215/75 R15 LT Tube				TT	EA			
4	215/75 R15 LT				TL	EA			
5	215 R14 Tyre	Force	500		TT	EA			
A	215 R 14 Tube								
6	185 R14 TYRE	Winger	3500		TT	EA			
A	185 R14 TUBE								
7	185 R14 - Tube Less				TL	EA			
8	185 R(D)14 (Front) TYRE				TT	EA			
A	185 R(D)14 (Front) TUBE								
9	185 R(D)14 (Rear) TYRE				TT	EA			
A	185 R(D)14 (Rear) TUBE								
10	145-70-R12 TYRE				TT				
A	145-70-R12 TUBE								
11	185-65 R15				TL				
12	145-80-R12 TYRE	Maruti Omni			TT	EA			
A	145-80-R12 TUBE								
13	145-80-R12				TL	EA			
14	155-80-R13 Tyre	Maruti Eco	2000		TL	EA			
A	155-80-R13 TUBE								
Sl.No	Tyre SIZE	vehicle	Consumption	pattern	Type	UOM	Basic Price	GST%	Total Amount

15	155-80-R13 (Tube less)				TL	EA						
16	750-16LT (Tyre)super Lug (Rear Tyres)	Tata 709	1000		TTF	EA						
A	750-16LT (Tube)super Lug (Rear Tyres)											
B	750-16LT (FLAP) super Lug (Rear Tyres)											
17	750-16LT (Tyre)super Miler (Front Tyre)	Tata 709			TTF	EA						
A	750-16LT (Tube)super Miler (Front Tyre)											
B	750-16LT (Flap)super Miler (Front Tyre)											
18	750-R16 TYRE	Tata 709			TT	EA						
A	750-R16 TUBE											
B	750-R16 FLAP											
19	205/65 R15 94 H ZTX	Rhino			TL	EA						
20	205/65R15 94H TYRES				TT	EA						
A	205/65R15 94H TUBE											
21	205/65R15 94H TL				TL							
22	205/80R16 Wranglerd sport 106/104s TL				TL							
23	1000X20 TYRE	Ashokleyland			TT	EA						
A	1000X20 TUBE											
B	1000X20 FLAP											
24	1100X20 TYRE	Tata Coach			TT	EA						
A	1100X20 TUBE											
B	1100X20 FLAP											
25	825 X 20 TYRE	Shakti man			TT	EA						
A	825 X 20 TUBE											
B	825 X 20 FLAP											
26	195/70 R14 TYRE	Boloro / winger			TT	EA						
A	195/70 R14 TUBE											
27	700.16 super miller (Front Tyre)	Boloro / winger	1000		TT	EA						
A	700.16 super miller TUBE											
B	700.16 super miller FLAP											
28	700.16 super Lug (Rear Tyre)	Boloro / winger			TT	EA						
A	700.16 super Lug TUBE											
B	700.16 super Lug FLAP											
29	185/85 R16 TYRE		3000		TT	EA						
A	185/85 R16 TUBE											
30	185/85 R16				TL	EA						
31	F78. R15 TYRE				TT	EA						
A	F78. R15 TUBE											
32	90/90-18-51p Front	v15 Bajaj bike	100		TL	EA						
33	120/80-16-60P Back	v15 Bajaj bike			TL	EA						
34	400X8 Only Tyre				Auto	EA						
35	400X8 Only Tube				Auto	EA						

36	700XR15 Tyre	Toofan	900		TT	EA						
A	700XR15 Tube											
37	191/90-17M/C 49P (Front) TYRE	BajajAvenger	50		TT	EA						
A	191/90-17M/C 49P (Front) TUBE											
38	130/90-15 M/C 66P (Rear) TYER	BajajAvenger	50		TT	EA						
A	130/90-15 M/C 66P (Rear) TUBE											
39	185R14 front Tyre		3200		TT	EA						
A	185R14 front Tube											
40	185R14 Rear Tyre - Tube Less				TT	EA						
A	185R14 Rear Tube		100									

ANNEXURE - 8
Authorized Signatory

To,
M/s.EMRIGHS
Devara Yamzal road,
Secundarabad – 500078

Sub: - Authorized Signatory Reg
Ref: - Tender Notice No: GVKEMRI/HO/SCM/02/2022-23

Dear Sir,

We here by authorize Sri _____ Designation _____ to sign any required documents pertaining to the tender shown under reference

Thanking you,

Annexure - 9

Anti-Collusion Certificate

I/ We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I / we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I / We hereby certify and confirm that in the preparation and submission of our Proposal, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I / We further confirm that we have not proposed nor will propose any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2023

.....

(Name of the Bidder)

Company Seal & Signature

Annexure – 10

DECLARATION CERTIFICATE

Date:.....

To

Head – Supply Chain Management

EMRI GHS, Secunderabad-78.

Subject: Tender No: **EMRI GHS/KAR/ SCM/TENDER/002/2022-223,**

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 EMRI GHS and there are not deviations from the specifications asked for by EMRI GHS.

Thanking you,
Yours Sincerely,

(Authorized Signatory)
Name and Designation with company seal

ANNEXURE-11

COMPANY'S LETTER HEAD

To

GVK EMRI
Devar Yamzal
Medchal Road
Secunderabad

Please find enclosed following documents:

- (I) DD for Rs. 2,500/- towards Tender Fee
- (II) Demand Drafts for Tender Fee and Earnest Money Deposit, EMD
- (III) Authorized signatory Form – Annexure - 6
- (IV) Anti –collusion Certificate – Annexure - 7
- (V) Declaration Form – Annexure – 8
- (VI) Annual Turn-over certificate for the preceding 3 years
- (VII) IT returns and financial statements for last three years.
- (VIII) GST and PAN/ registration certificate.
- (IX) Relevant manufacturing/trading licenses
- (X) Bureau of Indian Standards (BIS) certificate valid on the date of bid opening
- (XI) Technical Specifications offered.

We also hereby certify that –

- (a) We have not been convicted for any criminal or economic offences by any court in India or abroad
- (b) We have not been blacklisted by state/central government departments/organization or any ~~EMRGS~~ Operating States.
- (c) We have read and understood all the terms and conditions of the tender and would abide by the same.

Sd/-

AUTHORISED SIGNATORY OF THE BIDDING FIRM
Designation & Office Seal

ANNEXURE-12

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)** datedWith 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 any 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 - 13

Non Conviction Declaration

(On Letter Head)

To,
M/s. EMRI Green Health Service
Devara Yamzal road,
Secundarabad – 500078

Sub: - Non Conviction Declaration
Ref: - Tender Notice No:

Dear Sir,

I/We Mr. residing at holding the position of in this company /
concern declare that I/we are not convicted by any court for breach of law

Thanking you,

ANNEXURE-14

Supplier Information form (SIF)

1. Name of Organization: _____

2. Permanent Account Number (PAN): _____
(Pls. enclose Copy)

3. Registered Address: _____

4. Correspondence Address: _____

5. GST Registration(Pls. enclose Copy): _____

6. Bank A/C Details

Name of Bank: _____

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

Branch &Add: _____

IFSC code: _____

MICR code: _____

7. Contact Details

Contact Person: _____

Telephone No: _____

Mobile No: _____

E-Mail ID: _____

(Signature of Authorized Person) Date:

[Name _____: Designation _____

