



# **EMRI Green Health Services**

DMS Campus, Anna Salai, Teynampet, Chennai – 600 006 Telephones: 044 – 2888 8060

## INVITATION OF BIDS FOR SUPPLY OF SMART PHONE

TENDER REFERENCE	:	TNHSP/ EMRI GHS/TN/SCM/03/2023-24 Dated 23.02.2024
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	From 23.02.2024 to 11.03.2024
LAST DATE FOR SALE OF TENDER DOCUMENT	:	11.03.2024 up to 10.00 am
PRE-BID MEETING	:	26.02.2024 at 4.00 pm
LAST DATE AND TIME FOR RECEIPT OF TENDER	:	11.03.2024 up to 11.00 am
TIME AND DATE OF OPENING OF TENDER	:	11.03.2024 at 12.30 pm
PLACE OF OPENING OF TENDER	:	EMRI Green Health Services, DMS Campus, Anna Salai, Teynampet, Chennai – 600 006.
ADDRESS FOR COMMUNCATION	:	EMRI Green Health Services, DMS Campus, Anna Salai, Teynampet, Chennai – 600 006.
Cost of the Tender Document	:	1. Rs.1000/- (Rupees One thousand only, Inclusive of Tax) for getting tender document on hand.

Bidding document may be purchased by eligible interested bidders on submitting a written application to EMRI GHS paying a non refundable fee by a Demand Draft in favour of EMRI GHS payable at Chennai. The bidding document may be obtained from the office of EMRI GHS during the office hours on all working days. The bidder who have downloaded the bid documents are solely responsible for looking these website for any added/amendment issued in respect of the bid document.





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# **EMRI GREEN** HEALTH SERVICES

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## **Tender Guidelines**

#### 1. Definitions

PO – Purchase Order Contract – Terms informed in PO EMD - Earnest Money Deposit DD – Demand Draft PBG – Performance Bank Guarantee BC – Banker's Cheque Purchaser - EMRI, Tamil Nadu 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 / Supplied by the bidder MANUFACTURER - Original Equipment Manufacturer Bidder - MANUFACTURER or Authorized Trading partner such as dealers / distributors The prices quoted and quantities offered for supply in tender shall remain open for acceptance - 90 days from the date of bid opening.

- 2. PRICE SCHEDULE: Prices shall be quoted as mentioned in Annexure-1. Price will remain firm and fixed for all supply orders placed during the period of Rate Contract i.e. (2 Years)
- 3. TERMS OF DELIVERY: The Tenderer shall be responsible to arrange safe delivery of goods, by rail/road at the delivery address given below. The rates quoted by the Tenderer should include all costs for free delivery to consignee's site i.e.

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- 4. Eligibility Criteria: Primary Manufacturers or their Authorized dealers / distributors only can participate in the tender. Dealers / Distributors should have the valid authorization letter from the MANUFACTURER
  - a) Past performance of the bidder should be submitted.
  - b) The bidder should have achieved an actual average annual production rate or sales of at least 10% of the annual estimated requirement/quantity as specified in the schedule of requirement in this tender during the last five years.
  - c) The bidder must produce a Good Manufacturing Practice (GMP) certificate valid on the date of bid opening failing which their tender is likely to be rejected at the sole discretion of EMRI GHS.
  - d) Bidder should not have been convicted for any criminal or economic offences by any court in India or abroad.
  - e) Bidders shall have an average annual turnover of at least Rs. 25 lakhs during the last three financial years.





f) The manufacturer or their dealer should not be blacklisted by state/central government departments/organization.

#### 5. Submission of Tenders

The Bid should be in a sealed cover super-scribed "Tender for Supply of Smart phone supplies" and clearly mention Tender number and date.

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

- **A.** Super scribed Sealed Cover A Prequalification cover.
  - a. Tender Application form duly filled and signed by the authorized person
  - b. Earnest Money Deposit, EMD
  - c. IT returns and financial statements for last three years.
  - d. Excise Duty/Sales Tax/VAT registration and clearance certificate.
  - e. Copy of PAN/TAN.
  - f. Relevant manufacturing licenses.
  - g. Customer feedback opinions.
  - h. Valid Authorization letters from the OEMs (in case of trading partners) for Supply & Participation in Tender.
  - i. *Technical Specification:* Tenderer shall submit the sample along with technical specification

**B.** Super scribed Sealed Cover B: Containing Annexure wise Price Bid as per format in Annexure-1

- Please mention clearly on each sealed cover the Annexure, meant for.
- The Bid should be dropped in the box provided for this purpose at EMRI Green Health Services, DMS Campus, Anna Salai, Teynampet, Chennai 600 006.
- The Bid should be properly page numbered, signed and should have appropriate and relevant contents.
- Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected.
- Bidder should quote their prices in the scheduled format supplied in this tender form giving the breakup of prices. Tenders received in any other form will not be entertained. (Annexure 1)
- Bidder should sign the certificate provided in the tender form "that they have read and understood, all the Terms and Conditions stipulated for in the Tender, and are willing to abide by these tender terms and conditions", before submitting the tender document. Tenders submitted without the Signed declaration certificate will be considered incomplete and will not be considered. Bid received by the purchaser after the deadline will be summarily rejected by the purchaser.

#### 6. Validity of the tender:

The validity of the tender shall remain valid for 2 years from the date of opening the tender.

#### 7. Opening of tenders:

The Tender for Smart Phone will be opened on 11.03.2024, in the presence of the bidders or their authorized representatives and Tender Committee Members at the venue mentioned hereunder. Venue of Tender Opening: EMRI, DMS Campus, Anna Salai, Teynampet, Chennai 600 006. The price bid cover will be opened after evaluation of Technical bid and the Date and Time will be intimated to bidders, whose bids are responsive and selected by the Tender Inviting Authority (TIA): The purchaser will prepare the minutes of the bid opening.





#### 8. EMD Amount:

Bidder should submit 1% of amount on the quoted value in the tender document price bid. However the evaluation/calculation of the EMD@ 1% of the price bid would be taken up at the time of opening of price bid. In case of variance the bid is subject to disqualification at the sole discretion of EMRI GHS. Each tender form should be accompanied by EMD amount, as applicable in the form of Demand Draft in favor of EMRI GHS-payable at Chennai. The non-responsive / non-selected bidder, EMD will be returned back.

Performance Bank Guarantee: Selected L1 vendor has to furnish a PBG for 2% of value of order as per EMRI GHS standard PBG format within 15 working days of tender closing date. The PBG shall be valid for one year. Failure of selected vendor to furnish PBG with in stipulated time will automatically result in forfeiture of EMD without any further notice.

#### 9. Price:

- The price offered in the tender should be as per the structure requested in the Tender document Annexure-1
- $\circ$   $\,$  All Quotes shall be in Indian Rupees and duly attested in case of any corrections.
- o All freight costs & Transit insurance are to be borne by the bidder
- For Schedule 1 Original Equipment manufacturers or their Dealers can participate.
- In case of imports, all duties and any other costs (foreseen or unforeseen) have to be borne by the bidder and to be clearly indicated in the quote
- If more than one bidder has quoted exactly the same price in their bids, and if it has become the Lowest Bid (L1), the decision of the Tender Committee is final to equally distribute the schedule quantity among the L1 bidders

#### 10. Technical evaluation

- Technical evaluation of the items tendered will be done by a Tender Committee constituted by the EMRI, Tamil Nadu
- Specifications of the item will be as detailed in the respective annexure
- Tenders submitted with technical specifications and commercial bid will alone be considered for evaluation.
- The commercial bids of suppliers who are successful in Technical Evaluation only would be considered.
- The decision of the Committee formed by Purchaser would be final.

**Quality Standards:** The Suppliers/OEM's are to meet the Quality Standards specified in the respective annexure – (ISO / GMP / FDA / CE and / or any other reputed standard by the Country of Origin). The evaluation would be done by the technical committee at the time of technical evaluation

 Suppliers shall confirm to BIS /GMP standards where ever applicable and would be given priority over others.

#### 11. Samples for Inspection

- a. Sample including Smart Phone, wherever required, for evaluation shall be provided by the supplier @ free of Cost..
- b. The products fulfilling technical specifications will be considered by the technical committee. Wherever required the scale 1-10 will be applied for the finalization of the products by the technical committee

#### 12. Quantity Division

Each Delivery Schedule of Requirement incorporate in the tender enquiry document will be ordered





from Lowest Responsive Bidder (L1). However, it is purchaser's decision to assess the capacity of the L1 bidder to support the requirement. . If L1 refuses to supply and in case of L1 bidder capacity is less than quantity required, the purchaser has the right to split the order quantity among the other bidders in the order of lowest to highest bidder as per the provisions of transparency in Tenders Act & Rules.

#### 13. Authority for Signing Tender Documents

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

### 14. Responsibility for Performance of Contract

The Supplier shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract. The Supplier shall not sublet, subcontract, transfer or assign the contract.

#### 15. Quality Inspection

- a. For every unit supplied by the supplier, the conformance to the Specifications mentioned in the Tender shall be established by the supplier.
- b. Supplier represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of EMRI, and as amended from time to time in the sole discretion of EMRI. Supplier further represents and warrants that the Product supplied by Supplier in strict compliance with all applicable central, state and local laws.
- c. 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 EMRI regarding the quality standards required by EMRI in connection with the manner of production, manufacture, Packaging, storage and delivery of the Product.
- d. Every unit supplied by the supplier as per the contract should carry a certificate indicating that the particular unit was subjected to quality check as per the documented procedure and that it was found conforming to the requirements. Such a certificate should be signed by the Quality Assurance Personnel of the Supplier.
- e. The supplier shall facilitate in-process and / or Pre-delivery inspection by the Representatives of the Purchaser, as and when, the same is required by the Purchaser
- f. Notification by Supplier In case of inspection at the Supplier's premises, notice in writing shall be sent by the Supplier, sufficiently in advance, to the Purchaser when the items to be supplied, are ready for inspection.
- g. Rejections At delivery, EMRI in its sole discretion may reject any Product produced or manufactured by Supplier for any reason, including, but not limited to defects, or failure to meet quality standards, etc.
- h. Removal of Rejections 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 in case of indigenous suppliers & 28 days in case of foreign suppliers. 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.

#### 16. Supplier Responsibility

- a. Under any circumstances, No supplier shall supply the goods, in which recycled materials are used / used-disposables to EMRI. If EMRI finds any such instance, it will lead to cancellation of PO and subsequent severe punitive (legal and financial) actions by EMRI. However, all the consequential costs are to be borne by the Supplier to EMRI.
- b. The supplier is responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Purchaser at its works or other place of final destination. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy, 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.
- c. "Suppliers are responsible to deliver the medicines with a manufacturing date not exceeding 6 months from the date of receipt of goods at EMRI GHS Stores, failing which the items will be returned back to the supplier."
- d. "The incoming lot of consumables will be randomly checked to ensure adherence of the supplier towards the terms and conditions mentioned in the purchase order."
- e. Suppliers are responsible to replace expired items given by us in case such a need arises, free of cost.

#### 17. Responsibility for proper packing, wherever required

- a. The Supplier shall be responsible for the items being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination.
- b. In case if a bidder has got successful for more than one item , the supply shall be packed in lots, as per the instructions of EMRI Tamil Nadu.
- c. Marking of Packages, Packing: Each package delivered under the contract shall bear the following:-
  - Name of the Supplier
  - PO Number
  - Consignee's name and address
  - Description and quantity of contents
  - Gross weight, Net weight,
  - Distinctive number or mark which is also to be shown, for the purpose of Identification, on the Supplier's packing list.





#### 18. Delivery

- a. Timely delivery is the essence of the contract & must be completed as per the dates specified therein.
- b. The Supplier shall deliver items in strict accordance with the delivery terms indicated in the Purchase Order issued to the successful bidder/s
- c. Notification of delivery or dispatch in regard to each and every consignment shall be made by the Supplier to the authorities named in the Contract.
- d. If there is shelf life attached to any of the items that are mentioned in the tender, the Supplier shall ensure the 90% of the shelf life to be left out with the goods at the time of delivery at the Purchaser's location. Otherwise, the Purchaser is liable to return to inward the consignment and the supplier to replace the consignment with stocks of healthy shelf life (>90%).

#### 19. Failure and Termination

Should the Supplier fail to deliver the items or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his/ her option, to the following:

#### a. Delayed Penalty & Liquidity Damage:

Up to 7 Days from Delivery Due Date	0.25% Per Unit Per Day
From 8th day to 15 <sup>th</sup> 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
	(Maximum of 10% will be penalized and PBG will be fortified after 30 days)

#### 20. Risk Purchase:

If the Supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods / items without canceling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery, and, if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in case of higher cost to Purchaser, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply

#### 21. Ethics

Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall make the tender submitted by that tenderer liable for rejection.

#### 22. Quantity of Delivered Items

- a. If the quantity received by the Target Delivery date is less than the PO Scheduled quantity, then the physical quantity received will be the quantity certified by the Purchaser.
- b. If the quantity received is more than the PO quantity, the excess quantity shall not be paid for, by the Purchaser.
- c. In case of any supply quantity with upper or lower tolerance of over 5%, EMRI will have the





right to accept or reject the material immediately.

#### 23. Taxes, Duties and Levies

- a. Tenderers must clearly mention their Sales Tax Registration, Excise Control Code Number (ECC) & TIN/ SRIN etc in their offers and invoices.
- b. Sales Tax / VAT, Excise Duty, Countervailing Duty (CVD), Entry Tax, Service Tax (ST), GST etc. shall be clearly mentioned in the offer indicating the applicable rates.
- c. In case if there is an decrease in the Statutory Taxes / Duties / Levies, the same has to be passed to the Purchaser.

#### 24. Guarantee

The supplier must take the entire responsibility to supply the Quality-oriented products to EMRI. In case of distributors, the responsibility lies with the distributor to ensure the supply of right quality materials to EMRI. At the time of supply itself, the supplier shall not supply the materials with seal-open condition.

#### 25. 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 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, 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. EMRI shall provide Supplier with prompt written notice of any claim for which indemnification is sought and shall have the right to participate in the defense of any such claim.

#### 26. Warranties and Obligations:

- a. Supplier irrevocably offers warranty of the product against any manufacturing defects and contamination of material.
- b. Supplier represents and warrants that it will use its best efforts to produce and distribute the Product in accordance with the terms and conditions of this Agreement.
- c. 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.
- d. Replacing the defective items should be done immediately within 5 working days.

#### 27. 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 EMRI from time to time.

#### 28. Documentation requirements

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

- a. Invoice in original along with one additional copy, both duly signed and stamped by Supplier.
- b. Original Packing list.
- c. A copy of Purchase order raised by EMRI, Chennai
- d. Certificate for the Quality assurance from the supplier.





#### 29. Product Withdrawal

- a. If it is deemed necessary at any time by either EMRI or Supplier or any local, state, or central governmental agency or other authority to recall or withdraw the Product produced by Supplier and being supplied to EMRI, either as a result of failure of the Product or Supplier to strictly comply with 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 EMRI.
- b. If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the EMRI or any federal, state or local authority, 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.
- c. 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.

#### **30. Product Allocation and Stocking**

a. In the event there is an emergency shortage of the product, as announced by Supplier or its designated representative, Supplier shall stand ready to stock adequate quantities of the Product so that scheduled supplies to EMRI, Chennai 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, EMRI, Chennai 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.

#### 31. Trademarks

- a. Supplier shall not, without prior written consent of EMRI use the trademarks or service marks or sales marks of EMRI in any manner whatsoever, unless, and then only to the extent, such use is authorized by EMRI in writing and then only in accordance with EMRI's directions or specifications.
- **32. Intellectual Property, Proprietary Knowledge and Confidential Information** (Excluding the information in the Public Domain)
  - a. Supplier acknowledges that in connection with this Agreement, EMRI may disclose to Supplier, or Supplier may otherwise obtain or develop knowledge of certain confidential and proprietary information of EMRI, including, but not limited to, trade secrets, intellectual property, future business plans and services, financial, sales, Supplier, customer, employee, investor, or other business information related to the business and activities of EMRI.
  - b. All such information is hereby designated by EMRI to be Confidential and Proprietary Information. Supplier acknowledges and agrees that Confidential and Proprietary Information shall not be disclosed by Supplier or any of Supplier's employees, representatives, agents or contractor's without the express written permission of EMRI. Notwithstanding the foregoing, Supplier, during the term of this Agreement, and in order to carry out its obligations under this Agreement may disclose Confidential and Proprietary Information to its EMPLOYEES solely for the purpose of performing its obligations under this Agreement, and only on a "need to know" basis. Supplier agrees that all of its employees receiving any Confidential and 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 EMRI.





- c. All Confidential and Proprietary Information shall remain confidential until EMRI designates it as non-confidential or until the information becomes public through no fault of the Supplier.
- d. Supplier shall not be liable for the disclosure of Confidential and Proprietary Information if made in response to a valid order of a court or authorized agency of government; provided that fifteen (15) days notice first be given to the EMRI so a protective order, if appropriate, may be sought by EMRI.
- e. Supplier agrees that in the event Supplier or any of its employees, contractors, representatives, or agents breach the provisions of this Article, such breach or threatened breach would cause irreparable harm to EMRI, and in such instance, EMRI shall be entitled to injunctive and other equitable relief to prevent such breach or to remedy any actual breach.

#### 33. Termination

- a. EMRI's Right to Terminate for Cause.
  - EMRI, Chennai Tender Committee shall have the right to immediately terminate this Agreement by giving a written notice to Supplier in the event that Supplier does any of the following:
    - 1. Fails to continuously supply the Product for four consecutive weeks from the date of target delivery date.
    - Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or Supplier discontinues its business or a receiver is appointed for Supplier or for Supplier's business and such receiver is not discharged within thirty (30) days;
    - 3. Fails to obtain or maintain product liability insurance in the amount and type provided for herein
    - 4. 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 EMRI.
    - 5. EMRI' Tamil Nadu Tender committee has Right to Terminate without Cause. EMRI shall have the right to terminate this Agreement by written notice to Supplier.
    - 6. Supplier shall have the right to terminate this Agreement at any time after the first 6 months of the Term on Sixty (60) days prior written notice to EMRI.
    - 7. 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.

#### 34. Infringements

a. Supplier agrees to fully cooperate with EMRI, Chennai 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.

#### 35. Governing Law; Dispute Resolution

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





#### 36. Notice

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

#### 37. Miscellaneous

- a. The parties to this Agreement are independent contractors. Nothing contained herein shall constitute this arrangement to be employment, a joint venture, a partnership, a franchise or an agency between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- b. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or operation of any other term, clause or provision, and such invalid or unenforceable term, clause or provision shall be deemed to be severed from the Agreement.
- c. 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.
- d. Bidders or employees of bidder cannot claim or construed as employees of EMRI.

#### 38. 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.

#### 39. Dispute Redressal Committee

All disputes can be addressed by amicable settlement by committee constituted by SHO – EMRI, Tamil Nadu.

#### 40. Declaration by the Tenderer

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

#### 41. Waiver

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





#### 42. Payment Terms

Payment will be made after 30 days of delivery, inspection, acceptance, Receipts of the Goods and deduction of penalties if any. The bidder should submit the bills/invoices with a copy of delivery challans – duly acknowledged by the Purchaser and order copy with satisfactory inspection report of the designated Technical Committee after Delivery duly signed and accepted should be submitted at EMRI, Chennai Office in original. Three copies of each document should be made and one copy handed over to the authority at delivery site.

#### 43. FALL CLAUSE:

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

Place :

Date :

Name in Block Letters Capacity in which tender is signed

Signature of the Tenderer

Address in full Phone No – Landline Phone No - Mobile Office Seal

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## Annexure-1 Tender Application Form

(Submit separate forms for different annexures mentioned under different serial numbers)

- 1) Name of the Manufacturer, Dealer or Distributor:
- 2) Name of the Chief Officer & Address:
- 3) Address of the Registered office of the dealer:
- Price quoted per one Set of Equipment/Material Mentioned:
  (The price quoted should be inclusive of all taxes except state taxes; the tax component should be shown separately)
- 5) Warranty offered:
- 6) Number of service centers in India (wherever applicable) :
- 7) Name & Address of Service Centers (wherever applicable) :
- 8) EMD Details with Tender form:
- 9) DD No: Date:

Name of Bank & Branch:

10) Tenderer may quote items as per the below Performa

#### Price Bid A1 for Supply of Mobile Phone

S.No	Item Description	Make / Model	Basic Price per unit (A)	GST Value (B)	Price Incl of GST C=(A+B)	Total Qty (D)	Total Cost E=(CxD)
1	Android Smart Phone					1779	
Total Value							
The price quoted is inclusive of the cost of mobile, suitable front screep guard and back sover							

The price quoted is inclusive of the cost of mobile, suitable front screen guard and back cover

## Price Bid A2 for Mobile Phone

FILLE DI	u Az IUI WUUDIIE FIIUIIE						
S.No	Item Description	Basic Price per unit (A)		Price Incl of GST C=(A+B)	Total Qty (D)	Total Cost E=(CxD)	
	Samsung Galaxy (M11,						
1	A20, A21s & J2)						
		Total V	alue	-			
L1 will	1 will be considered for Smart Phone Total Value of A1(C) – A2(C).						

\* Use Separate Papers if the above space provided is insufficient to bid

Declaration by the tender: I have gone through all the tender conditions and I agree to abide by the same.

Place:

Date:

Signature of the Tenderer with Designation & Office Seal





## ANNEXURE 2

## Schedule for Requirement

S. No	Item Description	Projected Quantity	Sample requirement & demo of the Mobile	Warranty
1	Android Smart Phone with Accessories (Including Back Case and tempered Glass)	1779	Yes	3 years warranty

## **Specification**

S.NO	Features	Technical Specifications	Compliance (Yes/NO)	Deviations (If any)
1	Network Type	LTE		
2	SIM	SIM + SIM + Micro SD Card		
3	OS Ver	Android 10		
4	Chipset	Qualcomm		
5	CPU GHz	1.8GHZ Octa-Core or Higher		
6	RAM	4GB or Higher		
7	ROM	64GB or Higher		
8	Expandable Memory	512GB		
9	Display Size(Inch)	6.4" or Higher		
10	Resolution	720 x 1560 (HD+) or Higher		
11	Camera Rear	Dual or Triple Camera (16MP or Higher)		
12	Camera Rear - Flash	Yes		
13	Camera Front	8MP or Higher		
14	USB	Micro USB v2.0 or Higher		
15	Location	GPS, GLONASS, Beidou, Galileo		
16	Earjack	3.5mm Stereo		
17	WiFi	802.11 b/g/n 2.4GHz		
18	Bluetooth	v4.2 or Higher		
19	Sensors	Accelerometer, Fingerprint Sensor,Light Sensor, Proximity Sensor		
20	Weight gm	Less than 200 gms		
21	Battery mAh	5000mAH or Higher		
22	SAR	Less than 0.5 W/Kg		
23	Brightness	400Nits		
24	Certifications	BIS, FCC, CE, ROHS, SAR		

The mobile should be supplied along with suitable front screen guard and back cover in good quality.





## ANNEXURE – 3

## 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 proposal any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorized Person)

.....

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## ANNEXURE-4

## **Declaration Certificate**

Date:

To Head – Supply Chain Management EMRI Green Health Services, Chennai

Subject: Tender No: TNHSP/EMRI GHS/TN/SCM/03/2023-24 Dated 23.02.2024

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

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## ANNEXURE-5

## Service center details

1) Name of the Manufacturer / Firm:

2) Name of the Chief Operating Officer/ Managing Director:

3) Name of Dealer or Distributor and Address along with contact number and e mail address:

4) Address of the registered office of the dealer:

5) Number of service centers in India:

6) Name & Address of Service Centers along with contact person details:

(Please use separate sheet if required)

Signature of the Tenderer with Designation & Office Seal

Date:

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