

## **REQUEST FOR QUOTATION FOR SUPPLY OF MEDICAL CONSUMABLES FOR AMBULANCES FOR GVK JANANI SHISHU SURAKSHA LIMITED (UP)**

**GVK Janani Shishu Suraksha Ltd CP-147, Sector-D1, LDA Academy,  
Kanpur Road Yojna, LUCKNOW-226012**

**RFQ No.**

**Dated:**

### **General brief about GVK:**

GVK Emergency Management and Research Institute (GVK) was established as a not-for-profit Society, registered under Andhra Pradesh Societies Registration Act, 2001, in February 2005 and provides Integrated Emergency Medical Response services free of cost through a toll free number '108' to every citizen of our country under Public Private Partnership (PPP) frame work. Vision of GVK is to support and build capabilities to save one million lives per annum nationally and establish GVK as a premier Research and Training Institute.

GVK, under the Public-Private-Partnership, has made substantial progress over the last six years in providing Emergency Response Services across the country and presently operate over 7000 state-of-the-art ambulances in 14 States and 2 Union Territories viz Andhra Pradesh, Tamil Nadu, Karnataka, Goa, Gujarat, Dadra Nahar Haveli Daman & Diu, Madhya Pradesh, Chhattisgarh, Assam, Meghalaya, Uttarkhand, Himachal Pradesh, Uttar Pradesh, Rajasthan and Kerala to provide pre-hospital care covering a population of 750 million. Everyday GVK is serving on an average 15,000 emergencies (26 million emergencies attended since inception) and saving over 500 lives every day and cumulatively have saved more than 10 lakh lives since the launch of the services and provide direct employment to over 32,000 associates while continuing to be a not-for-profit organization.

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

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



### **Objectives of Contract:**

All the Ambulances operated by GVK Janani Shishu Suraksha, UP under different projects need to be replenished regularly on monthly basis with medical consumables. In order to mitigate the problems in monthly procurement process, it has been decided to initiate a Rate Contract valid for a period of one year, by seeking sealed quotations from vendors in the supply field of medical consumables. This will not only result in obtaining competitive prices but also simplify the procurement procedure.

Accordingly, Sealed Bids are invited from reputed Manufacturers/distributors/dealers/traders of medical consumables. The description of the items along with quantity requirement is given in Annexure. The Terms and conditions" are narrated in the following paragraphs.

### **GENERAL TERMS AND CONDITIONS OF THE TENDER**

#### **1. SCOPE OF WORK:**

The quantities projected are tentative and the purchase orders will be released on as-and-when required basis for a period of one year from the date of Rate Contract.

The Supplier shall be responsible to arrange safe delivery of goods, by rail/road 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. GVK reserves right to issue order for selected items as per the actual requirement.

#### **2. PRE-BID MEETING:**

A meeting with all the firms bidding for the supply will be conducted on **19/09/2014 at 1100 Hours** in the office of GVK at the address mentioned above. All queries on the scope of work, terms and conditions and any other pertinent points will be clarified by the technical Committee of GVK 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.

All Suppliers are requested to bring a sample set of items for which they have quoted at the time of submission of their bids. These items will be evaluated for their standard. Items found not up to the standard will result in rejection of their bid for that particular item.

#### **3. ELIGIBILITY CRITERIA**

- (a) An average annual turnover of at least Rs.25 lakhs during the last three financial years.
- (b) Primary Manufacturers/distributors/dealers/traders can submit their quotations.. Whoever submits the quotations will be solely responsible for the execution of the supply.

- (c) Bidder should not have been convicted for any criminal or economic offences by any court in India or abroad or blacklisted by State/central government departments/organization or any of GVK States.
- (d) 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.
- (e) 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.
- (f) The prices quoted in tender and quantities offered for supply shall remain valid for the full tenure of 12 months of the contract period.

#### 4. EMD AMOUNT:

Each tender form should be accompanied by Demand Drafts from any nationalized bank drawn in favor of "GVK Janani Shishu Suraksha Karyakram", payable at Lucknow towards Earnest Money Deposit (EMD) for an amount equivalent to 5% of the monthly tender value. EMD in respect of unsuccessful bidders will be returned within one month from the date of Price-bid opening. EMD in respect of L-1 vendors will be returned after submission of BGs for 10% Annual value of anticipated quantity.

#### 5. SUBMISSION OF TENDERS:

The Bids should be in two parts viz. (a) Preliminary Bid and (b) Price-bid. Both these covers shall be further placed together in a sealed cover super-scripted "**Quotation for Supply of Medical consumables for Ambulance**" and dropped in the box kept for this purpose at the Reception Hall of GVK Office Lucknow, on or before **25/09/2014 at 1300 Hours**

The Preliminary Bid shall consist of a forwarding letter (format attached in the end) signed by an authorized signatory of the bidding firm containing the following documents:

- (i) Demand Drafts for Earnest Money Deposit, EMD
- (ii) Annual Turn-over certificate for the preceding 3 years
- (iii) IT returns and financial statements for last three years.
- (iv) Excise Duty/Sales Tax/VAT and PAN/TAN registration certificate.
- (v) Relevant manufacturing/trading licenses
- (vi) Catalogue of the items quoted

The price-bid shall consist of price for each item along with applicable rates of taxes for different States. All other charges viz. packing & forwarding, freight and discounts shall be inclusive. Price will remain firm and fixed during the tenure of Contract irrespective of the quantity ordered.

## **6. PRELIMINARY EVALUATION**

The Preliminary Bid will be opened on **25/09/2014 at 1430 Hours** in the presence of the bidders/their authorized representatives. The documents mentioned at Sl.No.5 – (i) to (vi) above will be scrutinized during the preliminary evaluation. Compliance of physical samples with specification certified by the Technical team of GVK is mandatory for qualifying in the technical evaluation.

## **7. PRICE BID:**

The Price bids of those suppliers who do not qualify in Technical Evaluation would be rejected. However, the decision of GVK 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 quoting same 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.

## **8. PERFORMANCE GUARANTEE:**

Successful bidders shall submit State-wise BGs for 10% of the tentative annual value of the order towards performance Guarantee. In case of lack of performance or deficiency in performance, GVK reserves the right to demand the amount from the Banker (Format attached in the end).

## **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, it will lead to cancellation of PO and all the consequential costs to GVK are to be borne by the Supplier.
- (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.

#### 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 GVK regarding the quality standards required by GVK 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 total order value.

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

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 after delivery, 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.

Suppliers must clearly mention their Sales Tax Registration, Excise Control Code Number, (ECC) & TIN/ SRIN 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. 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.

### **14. PRODUCT WITHDRAWAL:**

If it is deemed necessary at any time by either GVK or Supplier or any local, state, or central governmental agency or other authority to recall or withdraw the Product produced by Supplier and being supplied to GVK, either as a result of failure of the Product or Supplier to strictly comply with GVK 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 GVK or any federal, state or local authority, GVK 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.

### **15. PRODUCT ALLOCATION AND STOCKING:**

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

### **16. TRADE MARKS:**

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



## **17. 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 GVK and its officers, directors, employees, agents, its parent, partially or wholly owned subsidiaries, franchisees, successors and assigns harmless from and against any and all liability, losses, damages, claims, liens, expenses or causes of action including, but not limited to reasonable legal fees and expenses that may be incurred by GVK, 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. GVK 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.

## **18. 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 GVK from time to time.

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

- a. Supplier acknowledges that in connection with this Agreement, GVK may disclose to Supplier, or Supplier may otherwise obtain or develop knowledge of certain confidential and proprietary information of GVK, including, but not limited to, trade secrets, intellectual property, future business plans and services, financial, sales, Supplier, customer, employee, investor, or other business information related to the business and activities of GVK.
- b. All such information is hereby designated by GVK to be Confidential and Proprietary Information. Supplier acknowledges and agrees that Confidential and Proprietary Information shall not be disclosed by Supplier or any of Supplier's employees, representatives, agents or contractor's without the express written permission of GVK. 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 GVK.
- c. All Confidential and Proprietary Information shall remain confidential until GVK designates it as non-confidential or until the information becomes public through no fault of the Supplier.
- d. Supplier shall not be liable for the disclosure of Confidential and Proprietary Information if made in response to a valid order of a court or authorized agency of government; provided





that fifteen (15) days notice first be given to the GVK so a protective order, if appropriate, may be sought by GVK.

- e. Supplier agrees that in the event Supplier or any of its employees, contractors, representatives, or agents breach the provisions of this Article, such breach or threatened breach would cause irreparable harm to GVK, and in such instance, GVK shall be entitled to injunctive and other equitable relief to prevent such breach or to remedy any actual breach.

## **20. TERMINATION:**

The Tender Committee of GVK, 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 GVK.
- 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 GVK.
- 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.

## **21. 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 under jurisdiction of Chennai and language shall be English. Supplier agrees to fully cooperate with GVK, 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. .

## **22. 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.

## **23. 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 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. 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 GVK.

#### **24. 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.

#### **25. 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 GVK 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.

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

## ANNEXURE

Sl.No.	Nomenclature of the item	Indent Qty	MoU	Annual Quantity
1	Bandage 15 cm	1	Pack	28356
2	Bandage 06 cm	1	Pack	28356
3	Savlon	1	Nos.	28356
4	Betadine	1	Nos.	28356
5	Leuoplast	1	Nos.	28356
6	Pain Spary	1	Nos.	28356
7	Vinodine Spray	1	Nos.	28356
8	Dressing : Sterline multi-trauma dressing ( various large & small sizes )	5	Nos.	59280
9	Drip Set Standard	2	Nos.	23712
10	Disposable bags or vomiting etc.	50	Nos.	609300
11	Adhewsive Tpe : varios sizes ( including 2" or 3 " ) adhesive tape ( hypo allergenic ) :	1	Nos.	16500

COMPANY'S LETTER HEAD

To

GVK

Please find enclosed following documents:

- (i) Demand Drafts for Tender Fee and Earnest Money Deposit, EMD
- (ii) Annual Turn-over certificate for the preceding 3 years
- (iii) IT returns and financial statements for last three years.
- (iv) Excise Duty/Sales Tax/VAT and PAN/TAN registration certificate.
- (v) 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 GVK 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-5**

**Performance Security Bank Guarantee**

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

**Beneficiary:** ..... (*Insert: name and Address of Purchaser*)

Date: .....

PERFORMANCE GUARANTEE No: .....

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

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

At the request of the Supplier, we (*insert: name of bank*) hereby irrevocably undertake to pay you 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.