



EMRI GREEN HEALTH SERVICES

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

TENDER REFERENCE	:	TNHSP/EMRIGHS/TN/SCM/003/2024-25 dated 03.08.2024
SALE OF TENDER DOCUMENT	:	03.08.2024 @ 10:00 AM
LAST DATE FOR SALE OF TENDER DOCUMENT	:	19.08.2024 up to 10:00 AM
PRE-BID MEETING	:	08.08.2024 @ 11.00 AM
LAST DATE & TIME FOR SUBMISSION OF TENDER	:	19.08.2024 up to 11.00 AM
TIME AND DATE FOR OPENING OF TENDER	:	19.08.2024 @ 11:30 AM
PLACE OF OPENING OF TENDER	:	EMRI GREEN HEALTH SERVICES Chennai.
COST OF THE TENDER DOCUMENT	:	Rs. 1000/- (Non-Refundable) (Rupees One Thousand only, inclusive of Taxes)



1. EMRI Green Health Service is a pioneer in Emergency Management Services in India and a not - for - profit professional organization operating in the Public Private Partnership (PPP) mode (here in after referred as EMRI Green Health Service, Chennai, Tamil Nadu), located at 365, Annasalai, DMS Campus (EMRI GHS), Teynampet, Chennai – 600 006 invites bids from various suppliers operating in India for procurement of Medical Equipments as per list *attached*.

2. The list and detailed specifications of the material to be purchased along with formats for furnishing the Information required from bidders participating in tender are as per annexure attached.

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| a. Annexure-1: | List of Medical Equipment's |
| b. Annexure-2: | Format for quoting the prices, |
| c. Annexure-3: | Declaration Certificate |
| d. Annexure-4: | Specifications |
| e. Annexure -5: | Anti-collusion certificate |
| f. Anenxure-6 : | Performance security Bank Guarantee form . |
| g. Annexure -7 : | Supplier information Form. |

3. The tender document with all the details is available in the website of EMRI GHS (www.emri.in) and can also be purchased in hard copy on payment of Rs.500 (Rupees Five Hundred only) by way of a Demand Draft drawn in favour of "EMRI GHS " *payable at Chennai* from the office of EMRI Green Health Service, Chennai, Tamil Nadu, during working hours. Bidders who download the document from website have to submit the Demand draft of Rs.1000/- at the time of tender submission.

4. Any supplier who is interested to supply in accordance with the requirements stated in the attached annexure should carefully read the tender document before filling, signing and returning the same to this office. You must also furnish at the time of tender submission all the Information and documents as called for in tender, failing which your tender is liable to be rejected.

5. The completed bids must be received at the office of EMRI Green Health Service Chennai, on or before time and date given above. It will be the sole responsibility of the bidder to ensure that their bid is received at the address specified above on or before the specified date & time mentioned.

6. Bids will be opened in the presence of Bidders/authorized representative(s) who choose to attend the bid opening on the specified date and time at the office of EMRI GHS, Chennai, Tamil Nadu at the address given above.

7. In the event of the last date specified for receiving and opening the bids being declared as a closed holiday for EMRI GHS, Chennai, Tamil Nadu's office, the last date for submission of bids and opening of bids will be the following working day at the same venue and time.

8. Bids will be evaluated separately for each item.

9. The bid documents are non-transferable.

Head, Supply Chain Management

For and on behalf of
EMRI GREEN HEALTH SERVICE



EMRI GREEN HEALTH SERVICE

Tender Guidelines

Tender No: TNHSP/EMRIGHS/TN/SCM/003/2024-25

1. DEFINITIONS:

- a. PO – Purchase Order
 - b. EMD – Earnest Money Deposit
 - c. DD – Demand Draft
 - d. PBG – Performance Bank Guarantee
 - e. Purchaser – EMRI GHS, Chennai,
 - f. Supplier – Successful Bidder (s), to whom, the tender quantity is distributed to
 - g. Sample – One piece manufactured / Supplied by bidder
 - h. OEM – Original Equipment Manufacturer
 - i. Bidder – OEM or Authorized Trading partner such as dealers / distributors j.
- UOM – Unit of Measurement

2. The prices quoted for supply in tender shall remain open for acceptance two year from the date of bid opening.

3. PRICE VALIDITY: Prices shall be quoted as per the format enclosed at Annexure-2. Price will remain firm and fixed for all supply orders placed during the period of Rate Contract for a period of two years.

4. TERMS OF DELIVERY: The Tenderer shall be responsible to arrange safe delivery of goods, by rail/road at the delivery address given below. The rates quoted by the Tenderer should include all costs for free delivery to consignee's site at destination i.e.

EMRI Green Health Service
DMS Campus, Annasalai,
Teynampet, Chennai-600 006.

5. QUALIFICATION CRITERIA FOR ELIGIBILITY OF FIRMS

Primary manufacturers or their Authorized Distributors/Dealers are eligible to participate in the tender. A "Primary manufacturer" is a manufacturer that performs all the manufacturing and processing operations needed to produce goods in their appropriate dosage form, including processing, blending, formulating, filling, packing, labeling and quality testing. In case of authorized distributor/dealer, authorization letter and GMP certificate from the manufacturer should be submitted.

6. Bidder should not have been convicted for any criminal or economic offences by any court in India or abroad.



7. Bidders shall have an average annual turnover of at least Rs. Fifty lakhs for Medical Equipment's during the last three years

8. SUBMISSION OF BID-The Bid should be in a sealed cover super-scribed "Tender for Supply of Non-Disposable Medical Equipment's" and clearly mention Tender reference number and date.

9. A firm/Group are allowed to submit only one proposal. In case they submit or participate in more than one proposal by any group all the proposal submitted shall be disqualified.

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

A. Super scribed Sealed Cover A - *Prequalification cover*: documents to be strictly arranged as per sequence mentioned below

- a. Tender fees
- b. Earnest Money Deposit (EMD)
- c. IT returns and financial statements for last three years (to be certified by a chartered Accountant)
- d. GST registration and Tax clearance certificate, In case clearance certificate is not obtained in time. The following documents shall be submitted
 1. Acknowledgement of the submission for the clearance certificate
 2. Certification by your company auditors
 3. Copies of latest three months filed IT Returns.
- e. Copy of PAN Card
- f. Relevant manufacturing licenses, if applicable
- g. Customer feedback / satisfactory certificates from any other organizations and Past performance of the bidder should be submitted (last three years PO copies)
- h. Valid Authorization letters from the OEMs (in case of trading partners) for Supply & Participation in Tender.
- i. Signed and Stamped tender document on all pages.

B. Super scribed sealed cover B: Technical Specifications offered – Signed copy of our equipment specifications document will be sufficient, if there are no deviations. Technical evaluation will be complete only after sample submitted by bidder is declared as "Technically compliant" by Technical committee constituted by EMRI GHS, Chennai, Tamilnadu.

C. Super scribed Sealed Cover C: Price Bid as per format in Annexure-2. Bids are liable for rejection at sole discretion of EMRI GHS if prices are not quoted as per format provided.

11. The Bid should be dropped in the box provided for this purpose at main reception of EMRI Green Health Service, DMS Campus, Anna Salai, Teynampet, Chennai-600 006. Bids being sent through courier by outstation bidders should instruct the respective courier company to drop the sealed Tender document in the designated box kept at the reception.

12. The Bid should be properly page numbered, signed on each and every page and should be complete in all aspects.
13. Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected.
14. Bidder should sign the “Declaration certificate” (Annexure-3) provided in the tender form accepting that they have read and understood, all the Terms and Conditions stipulated for in the Tender, and are willing to abide by these tender terms and conditions”, before submitting the tender document. Tenders submitted without the Signed declaration certificate will be considered incomplete and will not be considered.
15. VALIDITY OF TENDER/ PERIOD OF CONTRACT: The prices quoted are offered in tenders shall remain valid for a period of two years after signing the contract agreement.

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, Chennai, Tamil Nadu. 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. For L2 Vendor, EMD would be returned after due acknowledgement (from L1) of the confirmation of PO and delivery schedules. For L3 onwards, the EMD will be sent back within a stipulated time.

16. Performance Bank Guarantee: Selected L1 vendor has to furnish a PBG for 2% of value of order for 1 year calculation and the same PBG carry forward to next year (2nd Year) as per EMRI GHS standard PBG format within 15 days of release of the purchase order. 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.
17. PRICE
 - a. All Quotes shall be in Indian Rupees
 - b. All freight costs & Transit insurance are to be borne by the bidder.
 - c. In case of imports, all duties and any other costs (foreseen or unforeseen) would have to be borne by the bidder and to be clearly indicated in the quote.
 - d. If more than one bidder has quoted exactly the same price in their bids, and if it has become the Lowest Bid (L1), the decision of the Purchaser is final to allocate the schedule quantity between the L1 bidders.
 - e. All prices should be quoted as per Annexure-2; else all such bids are liable to be rejected at the sole discretion of EMRI GHS, Chennai, Tamil Nadu.
18. TECHNICAL EVALUATION

- b. Tenders submitted with technical specifications confirming with those mentioned in this tender form will only be considered.



- c. The Price bids of vendors who are successful in Technical Evaluation only would be considered and bids of others will not be opened.
- d. Nothing in ANY OF THE CLAUSES OF THIS CONTRACT shall in anyway release the Supplier from any warranty or other obligations under this contract.

19. PLACE OF INSPECTION – All the evaluation and inspection will be done at the venue of tender opening i.e. EMRI Green Health Service, DMS Campus, Anna salai, Teynampet. Chennai-600 006.

20. SAMPLES FOR INSPECTION - OEM / Trading Partner/Bidder shall arrange for a sample at the time of technical evaluation. Hence, the bidders are advised to be prepared on the day of tender opening. Inability to display a sample for technical evaluation may result in disqualification of bidder.

21. Commercial Evaluation

- a. Commercial Bids of the bidders who qualify the Technical Bids will be opened in the presence of Bidders / representatives.
- b. If there is no bidder for a particular item, the Committee will go ahead with shopping model, where three quotations will be obtained and price negotiated with the lowest quoted vendor and purchase order will be released.

22. QUANTITY ALLOCATION TO SUCCESSFUL BIDDERS - Each Delivery Schedule of Requirement incorporated in the tender enquiry document will be ordered from Lowest Responsive Bidder (L1). However, it is purchaser's decision to assess the capacity of the L1 bidder to support the requirement. In case, if the purchaser feels that the entire quantity cannot be allocated to L1, it may happen that, the rest of the business will be dealt with L2 and so forth, in the order of Price Bids.

23. SCHEDULE OF REQUIREMENTS:

- a. The quantity requirements of all items have been split into two categories, Firm orders and projected requirements.
- b. Prices quoted by bidders shall remain same for both categories, Firm and projected.
- c. Purchase orders would be released for the firm requirements immediately after finalization of tender and declaration of L1 vendor.
- d. Purchase orders for projected quantities may be released any time for a period of one year after signing the contract agreement.
- e. Supplier should be able to supply the material as per the schedule given by the state SCM Head or within 30 days from the date of purchase order whichever is earlier.
- f. It is expressly understood by supplier/bidder that release of purchase order for the Quantities shown as "projected requirements" is not binding on EMRI GHS.

24. AUTHORIZATION FOR SIGNING DOCUMENTS

- a. The person who is signing the tender document should be an authorized signatory of the respective supplier's organization and shall carry an authorization letter on



company's letter certified by a person not below the rank of a General Manager/CEO/Director/Other Senior level position.

- b. All agents who are participating in the tender on behalf of a manufacturer shall have valid "Authorization letter" in original duly signed by the supplier.

25. RESPONSIBILITY FOR PERFORMANCE OF CONTRACT - The Supplier shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract. The Supplier shall not sublet, subcontract, transfer or assign the contract without the written permission of the Purchaser. In case, permission is given by the purchaser, Supplier shall be liable to any loss/damage/quality and timely delivery which the Purchaser may sustain in consequence or arising out of such subletting of the contract.

26. SUPPLIER RESPONSIBILITY

The supplier should undertake to be responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Purchaser at its works or other place of final destination. For this purpose, goods carried by the roadway or other carrier shall be deemed to be carried at the risk of the supplier. If on inspection at final destination the Purchaser discovers any discrepancy or damage, the Purchaser will be entitled (not-with-standing that the property of goods shall have passed on to the company) to refuse acceptance of the goods altogether and claim damages and/or cancel the contract and buy its requirement in the open market at the risk and cost of the supplier, 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.

27. RESPONSIBILITY FOR PROPER PACKING

- a. Where ever required the supplier shall be responsible for the items being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination.

- b. Marking of Packages, Packing: Each package delivered under the contract shall bear the following:

Name of the supplier, PO Number, Consignee's Name and Address, Description, Gross weight, Net weight & Distinctive number or mark which is also to be shown, for the purpose of identification, on the suppliers packing list

28. DELIVERY

- a. The successful Tenderer has to supply according to the delivery schedule mentioned in the Purchase order

- b. Timely delivery is the essence of the contract and must be completed as per the dates specified therein.

- c. The Supplier shall deliver items in strict accordance with the delivery terms indicated therein.

- d. Notification of dispatch and delivery in regard to each and every consignment shall be made by the Supplier to the Department of Supply Chain Management in respective state.

- e. Confirmation from EMRI GHS needs to be taken before dispatching the material from supplier's warehouse to destination.
- f. In case if the L1 defaults or if only one bidder participates in the tender, the decision of tender committee whether to proceed with L2 or to retender is final.

29. LIQUIDITY DAMAGES - 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 value of material not delivered.

Delayed Liquidity:

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

Delay in excess of 8 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the supplier will be forfeited.

In case, if the bidder do not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which the purchaser has to pay to the next or other selected bidder for purpose of the said items.

30. 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.

31. Support services: It is expressly understood and agreed by supplier that each Indian state in which EMRI GHS is operating the 108 ambulances is an independent unit and under no circumstances post sales onsite support services shall be withdrawn by supplier in any given state due any kind of disputes in other state/s.

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



33. 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 the PO quantity, the excess quantity shall not be paid for, by the Purchaser. In such a case, it is left to the discretion of the purchaser to adjust the differential quantity of excess, against future supplies.
- c. In case of any supply quantity with higher and lower tolerance of over 5%, EMRI GHS will have the right to accept or reject the material immediately.

34. TAXES, DUTIES AND LEVIES

- a. Tenderers must clearly mention their GST in their offers and invoices.
- b. GST etc. shall be clearly mentioned in the offer indicating the applicable rates.
- c. In case if there is a decrease in the Statutory Taxes / Duties / Levies, the same has to be passed to the Purchaser.

35. INDEMNITY

- a. The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the items, for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply from whatever cause arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfillment of the contract.
- b. Supplier agrees to indemnify, defend and hold 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 , Chennai, Tamilnadu, arising directly or indirectly out of, or in connection with, Supplier's violation or breach of any of the terms of this Agreement or any act or omission to act by Supplier in violation of this Agreement. EMRI GHS , Chennai, Tamilnadu 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.

36. QUALITY ASSURANCE:

- a. Supplier represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of EMRI GHS , Chennai, Tamilnadu, and as they may be amended from time to time in the sole discretion of EMRI GHS Supplier further represents and warrants that the Product shall be produced, manufactured, stored and shipped by Supplier in strict compliance with all applicable central, state and local laws.
- b. Supplier shall maintain the highest standard of quality in the Product production process. Supplier shall follow and abide by all directions, requests, suggestions or instructions of EMRI GHS regarding the quality standards required by EMRI GHS in connection with the manner of production, manufacture, Packaging, storage and delivery of the Product.



- c. Supplier agrees to permit EMRI GHS , Chennai, Tamilnadu or its agent to inspect the facilities where the Product is being produced and packaged at all times, without prior notice, and in EMRI GHS sole discretion.

37. Warranties and Obligations:

- a. Supplier irrevocably offers warranty of the product against any manufacturing defects and contamination of material.
- b. Supplier represents and warrants that the methods and processes used to produce the Product does not, to the best of its knowledge and belief, infringe any valid right of any third party.
- c. Supplier represents and warrants that it will use its best efforts to produce and distribute the Product in accordance with the terms and conditions of this Agreement.
- d. Supplier shall be solely responsible for the production and distribution of the Product and will bear all related costs associated therewith, except as otherwise provided in this Agreement.
- e. The supplier must replace, free of charge, any items which owing to defect in design, and material or workmanship fail or show signs of failure in the stipulated warranty period.
- f. Replacing the defective items should be done immediately within 2 working days, irrespective of root cause; subsequently, root causing to be done and warranty rules to be implicated.

38. Compliance of the Laws of the land

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

39. 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 GHS , Chennai, Tamilnadu

40. Product Withdrawal

- a. If it is deemed necessary at any time by either EMRI GHS 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 GHS , Chennai, Tamilnadu, either as a result of failure of the Product or Supplier to strictly comply with EMRI GHS 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.

- b. If Supplier fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the EMRI GHS , Chennai TAMIL NADU or any federal, state or local authority, EMRI GHS , Chennai, Tamilnadu 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.

41. Product Allocation and Stocking

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

42. Trademarks

- a. Supplier shall not, without prior written consent of EMRI GHS , Chennai, Tamilnadu use the trademarks or service marks or sales marks of EMRI GHS 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 directions or specifications.

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

- a. Supplier acknowledges that in connection with this Agreement, EMRI GHS , Chennai, Tamilnadu may disclose to Supplier, or Supplier may otherwise obtain or develop knowledge of certain confidential and proprietary information of EMRI GHS , Chennai, Tamilnadu, including, but not limited to, trade secrets, intellectual property, future business plans and services, financial, sales,
- b. Supplier, customer, employee, investor, or other business information related to the business and activities of EMRI GHS , Chennai, Tamilnadu.
- c. All such information is hereby designated by EMRI GHS 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 GHS , Chennai, Tamilnadu. 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 GHS , Chennai, Tamilnadu.



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

44. Termination

a. EMRI GHS Right to Terminate for Cause.

i. EMRI GHS , Chennai, Tamilnadu shall have the right to immediately terminate this Agreement by giving a written notice to Supplier in the event that Supplier does any of the following:

- Fails to produce and supply the Product as per target delivery date.
- Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or Supplier discontinues its business or a receiver is appointed for Supplier or for Supplier's business and such receiver is not discharged within thirty (30) days
- Fails to obtain or maintain product liability insurance in the amount and type provided for herein
- Breaches any provision of this Agreement, and fails to cure such breach within seven (7) days after it receives a written notice of breach from EMRI GHS , Chennai, Tamilnadu.
- If the firm is debarred or disqualified or ceases to exist or convicted of any offence

ii. EMRI GHS Right to Terminate without Cause.

• EMRI GHS , Chennai, Tamilnadu shall have the right to terminate this Agreement upon sixty (60) days written notice to Supplier.

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 GHS , Chennai, Tamilnadu.

45. Infringements

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

46. Governing Law; Dispute Resolution

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

b. The jurisdiction of any dispute will be Chennai, Tamil Nadu.



47. 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.

48. Miscellaneous

- a. The parties to this Agreement are independent contractors. Nothing contained herein shall constitute this arrangement to be employment, a joint venture, a partnership, a franchise or an agency between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- b. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.
- c. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or operation of any other term, clause or provision, and such invalid or unenforceable term, clause or provision shall be deemed to be severed from the Agreement.
- d. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.
- e. Bidders or employees of bidder cannot claim or construed as employees of EMRI GHS , Chennai, Tamilnadu.

49. Force Majeure

- a. If either the Supplier or EMRI GHS be prevented from discharging its or their obligation under this Agreement by reason of arrests or restraints by Government or people, war, blockade, revolution, insurrection, mobilization, strikes, civil commotions, Acts of God, Plague or other epidemics, destruction of the product by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding two months, during which production, loading or discharge is prevented by any such causes as hereinabove mentioned. The party invoking protection under this clause shall within 2 (two) days of the occurrence of force majeure causes put the other party on notice supported by self certificate and documentary evidence of such incident and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the force majeure causes.
- b. Should there be any interruptions in the delivery of the product due to force majeure

circumstances hereinabove, it is hereby mutually agreed between EMRI GHS, Chennai, Tamilnadu and the Supplier that the period of off take of the Product by EMRI GHS , Chennai, Tamilnadu /period of delivery of the Product by the Supplier may be, at the sole discretion of EMRI GHS , Chennai, Tamilnadu, extended by a period not exceeding two months, equal to the actual duration of the causes interrupting the off take by the EMRI GHS , Chennai, Tamilnadu and/or delivery of the product by the Supplier PLUS a period of one week to enable the affected party to make suitable arrangements for normalization of shipments.

50. Liability of EMRI GHS

a. It is expressly understood and agreed by, between the SUPPLIER and the EMRI GHS Chennai, Tamilnadu that the EMRI GHS , Chennai, Tamilnadu is entering into this Agreement solely as a PPP (Public Private Partnership) partner of respective State Government. In particular, it is expressly understood and agreed that, any delay in the release of vendor payments, for the supplies made under this tender, solely depend on timely receipt of funds for the same from the respective state governments. The SUPPLIER expressly agrees, acknowledges and understands that the EMRI GHS , Chennai, Tamilnadu is not DIRECTLY responsible for any delays in the release of funds from respective state governments for what so ever reason it may be and shall not hold EMRI GHS responsible for delayed payments and EMRI GHS, Chennai, Tamilnadu 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, imp leader 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.

51. Dispute Redressal Committee:

a. All disputes can be addressed by amicable settlement by committee constituted by SHO – EMR GHS I, Chennai , Tamilnadu.

52. Declaration by the Tenderer

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

53. Waiver

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

54. Payment Terms:-

a) Subject to availability of fund the payment against supply of stores shall be made within 30 days from the date of receipt of the goods in good and acceptable conditions at the

destination. However, no interest will be chargeable by the R.C. Holder, if the payment is delayed. The payment of the bill shall be made after deducting Government dues, if any

The payment of the bills shall be withheld in the following circumstances:

- I) The goods are found sub-standard or in non-acceptable conditions:
- II) Breach of condition of any contract by the R.C. Holder.

b). The bidder should submit the bills/invoices with delivery challan and order copy with satisfactory inspection report of the designated Technical Committee after Delivery duly signed and accepted should be submitted at **EMRI GHS, Chennai, Tamilnadu**, in original. Three copies of each document should be made and one copy handed over to the authority at delivery site.

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

- I) From any pending bills of the party;
- II) From any security deposit of the party;
- III) If an amount at (a) and (b) are not sufficient to meet an amount of recovery of dues shall be recovered as arrears of land revenue dues under provision of relevant act.

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

56. **Warranty Clause:** The A.T / R.C. Holder shall be subjected to the following warranty clause that the goods / stores / article sold to the buyer under this contract shall be of the best quality to workmanship and shall be strictly in with the specifications and particulars contained / mentioned in the acceptance of tender and the contract / seller would continue to confirm to the description and quality of for period of the shelf life for the product and notwithstanding the fact that the purchaser (inspector) may have inspected and / or approved the said goods / stores / articles be discovered of the purchaser in that behalf will be final and conclusive the deteriorated and the decision of the purchaser will be entitled to reject the said goods / stores / articles or such portion rejections the goods / stores / articles will be at the sellers risk and all the provisions here in contained relating rejection of goods etc. shall apply. The contractor / seller shall if, so called upon to do replace within a period of week of such further period as may be extended from time to time by the purchaser in its discretion on an application made thereof by the contractor / seller the goods / stores / articles or such portion thereof is its rejected in by the purchaser and in such on even above mentioned warranty period shall be pay to purchaser such damages as may arise by reasons for the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise. The disposable/equipment has to carry the standard warranty offered from OEM/Manufacturer

57. **Replacement Clause:** If any stores supplied against the R.C. are found to be of not of standard quality on inspection and / or analysis by the competent authority, the contractor shall be liable to replace the entire quantity of the relevant batch within 1 weeks or make full payment of the

entire consignment against the particular invoice, irrespective of the fact that part or full quantity (batch) of the stores supplied may have been consumed. The decision of EMRI GHS, Chennai, Tamilnadu taken on the basis of the report of the competent laboratory regarding quality will be final and binding. The stock of any item, which has been declared, not of standard quality shall be withdrawn immediately followed by intimation to respective RC Holder. In case of generic product supplies, the RC holder is compelled to provide replacement against expiry / near expiry medicines.

58. **The period of the rate contract** shall be approximately one year from the date of issuance of Rate Contract. However, the EMRI GHS, Chennai, Tamilnadu, reserves the right to terminate the contract by giving two months notice at any time at any stage and without any reason.
59. The EMRI GHS , Chennai, Tamilnadu may further extend the rate contract subject to the same terms and conditions with approval from Government.
60. Whenever under this contract any sum of money is recoverable from the supplier & payable to the EMRI GHS , Chennai, Tamilnadu, shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been taken from contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract (with EMRI GHS , Chennai, Tamilnadu) and remaining balance due will be recovered as arrears of 'Land Revenue Dues'
61. Th EMRI GHS , Chennai Tamilnadu, or our authorized representative(s) shall have the right to inspect the factories of the manufacturer who have quoted the tender before accepting the offer quoted by them or before placing any order(s) or at any point of time during the finalization of tenders / tenure of R.C. and has also the right to reject the tender or terminate the R.C. / cancel the orders issued or not to reorders based on the facts brought out during such inspections & action deemed fit will be taken against them.
62. **Documentary evidence for the constitution of the firm** such as memorandum and articles of association, partnership deed etc. with details of name, address, telephone / fax no, e-mail address of the firm and of the Managing Director / Partners / Proprietor to be provided with the tender.
63. Authorization letter nominating a senior responsible officer of the company with authority to transact business also to be provided with tender.
64. **The tenderer shall submit a checklist as per annexure** for list of documents enclosed with their page number. The documents shall be serially arranged as per Annexure and shall be securely tied or bound. The list of items quoted shall be clearly marked in the copy of product permission with a marker pen.
65. For all items which covered under the definition of Drugs & for all procedures of tender & finalizing the tender, the provision of Drugs & Cosmetics Act, 1940 & Rules there under shall be applicable & considered final.
66. **Authority of signing document:** A person signing the Tender Form or any document, forming part of the contract on behalf of the supplier, shall carry the authorization letter stating his / her authority to sign such documents from the respective organization



67. Any Agent who is participating on behalf of a manufacturer shall have the Valid authorization letter on behalf of 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

67. 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 EMR GHS I 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.

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

Signature of the Tenderer
Name in Block Letters
Capacity in which tender is signed
Address in full
Phone No

Annexure-1

List of Medical Equipment's:

S.No	List of Medical Equipment's & Extrication's	Total Requirement for 1 Years
1	Hub Cutter	300
2	12" Wrench Adjustable Open End	200
3	Leather Gloves (Gauntlet)	200
4	Luminous Search Light (Rechargeable)	700
5	Goggles	250
6	Flow Meter- Back Pressure compensated	300
7	Spotlight	7
8	Height / Weight Machine	10
9	Yank Auer's Suction Tube	250
10	Suture Removal Scissors	50
11	Catheterisation Tray	50
12	Mobile Screen Cloth for Hospital Use	50
13	Patient Examination Stool	25
14	O2 Hose for BS IV Ambulances (Brass Female Connector Big & Brass Male Connector)	300
15	Fire Axe Butt 24" Handle	100
16	Charger for Suction Apparatus DC (Suitable for Eterno II & NANO)	250
17	Waste Bin Needle	25
18	Suction Apparatus AC & DC	250



Annexure -2

Format for Quoting Prices

S.No	Item Description	Make / Brand Name	Model	UOM	Basic Price (Excl. GST (Rs.))	GST (Rs)	Other taxes & duties	Net landing price (Rs)	Brand Name
1									
2									
3									
4									
5									
6									

\\

Signature of the Tenderer with

Designation & office Seal

Date:



Annexure-3

Declaration Certificate

Date:

To

Head – Supply Chain Management

EMRI GHS , Chennai, TAMIL NADU,

Subject: Tender No: TNHSP/EMRIGHS/TN/SCM/003/2024-25 dated 03.08.2024

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 , Chennai, Tamil Nadu and there are not deviations from the specifications asked for by EMRI GHS , Chennai, Tamil Nadu.

Thanking you,

Yours Sincerely,

(Authorized Signatory)

Name and Designation with company seal

ANNEXURE-4

SPECIFICATIONS OF MEDICAL EQUIPMENTS

1. Hub Cutter

1. Non-electric
2. Damage the needle and cut the syringe tip – Syringe Hub & needle gets cut off by a sharp blade by pulling the handle
3. Should not cause injuries
4. The damaged needles should automatically collect in a container which can be transferred to sharps container without direct handling of needles.
5. Body made of stainless steel / ABS
6. Upper Lid made of virgin plastic
7. Separate holes for inserting Needle & Syringe Hub
8. Economical Re Usable



2. 12" WRENCH ADJUSTABLE OPEN END:

1. Shall be able to withstand the rugged condition of the emergency usages
2. Shall be durable , even after repeated use



3. GAUNTLETS (Leather Gloves):

Shall be able to withstand the rugged condition of the emergency usages
Shall be durable , even after repeated use



4. LUMINOUS SEARCH LIGHT (RECHARGEABLE):

Overcharge Protection	Yes
Rechargeable Battery	Yes
Battery Output	6 V
Battery Capacity	4500 MAH
Power Consumption	3 W
Power Requirements	AC 230 V, 50 Hz
Warranty	1 Year

1. Shall be able to withstand the rugged condition of the emergency usages
2. Shall be durable, even after repeated use



5. Goggles

1. Scratch resistant clear lenses
2. Protective covering on the sides too so as to offer protection on the sides too.
3. **Figure 1 EMT safety goggles**



6. Flow Meter – Back Pressure Compensated

1. Rotary pin valve control to permit adjustment of the flow rate to any desired level between 0 - 15 liters /min. Jacketed type shatter proof tubes on units
2. Body made of brass
3. Outlet at bottom of the unit to have a removable nipple (metal)
4. Transparent flow tube made of poly carbonate for durability & un-breakability
5. Flow Tube - Calibrated to indicate flow from 0 to 15 liter/min
6. Bobbin to be made of stainless steel to avoid rusting and unaffected by oxygen
7. Back pressure compensated
8. Suitable for Humidifier with Metal / ABS Caps



7. Spot Light :

- The operating light designed for the use in high demanding surgical procedures.
- Light head is resistant to disinfectant, easy to clean.
- Simple mechanical focusing handle can be removed and sterilized.
- Offer the highest possible hygiene during surgery through touch free adjustment for:
 - Intensity
 - Lamp on / off
- Ensure effortless movement inside calibrated arms ambient light for minimally invasive surgery.
- Micro computer digital control with shifts luminance 10%-100% for selection.
- Excellent day light quality.
- Flexible and stable balance arms suspension system for height and angle.
- High light intensity across the full illuminated area for uniform vision.

- Allows for optimum illumination of the surgical field.
- Sturdy base with four swivelling castors for smooth shifting & better stability.



8.Height/ Weight Machine :

- 1-Weight Machine along with Height Machine
- 2 -LED Light .
- 3- Warranty Period 1 Year



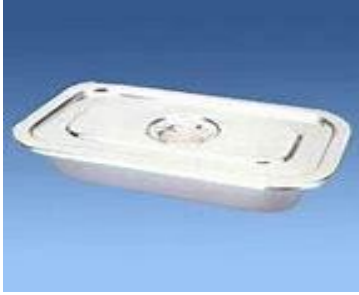
9. Yaunker Suction Tube :



10.Suture removal scissor :

11.C:





12. Mobile Screen Stand / Cloth :



13. Patient Examination Stool:



14. O2 Hose for Bs Iv Ambulances : (Female Connecetor Big Size)

As Per EMRI GHS Requirement HOSE WITH BULL NOSE BRASS CONNECTORS NB 1/4" (ONLY DROP FORGED BRASS CONNECTORS TO BE USED AT BOTH ENDS TO CONNECT IT WITH A PRESSURE LIMIT OF 280bar/4060psi MALE-FEMALE 30mm LENGTH 4



15. Fire Axe Butt 24 " Handle :

1. Shall be able to withstand the rugged condition of the emergency usages
Shall be durable , even after repeat ed use



16. Charger for Suction Apparatus DC :

- 1- SMPS Power Supply
- 2- Input -100-240 V .AC 50/60 HZ
- 3- DC Out Put-12 V 1.3 to 2 Amp
- 4- LED Indications

.17. Waste Bin Needle :



18..Suction Apparatus:

- 1- Weight: Should be ≤ 5 kg
- 2- Canister: Single jar – 1000 ml polycarbonate
- 3- capacity minimum 600 ml
- 4- Overflow protection mechanism (Mechanical type)
- 5- Bacteria filter / Autoclavable / Reusable
- 6- Polycarbonate or ABS plastic
- 7- Vacuum range: In the range 0 to 620 mm/Hg, Range More than 620 mm/ Hg is acceptable.
- 8- Flow rate: 8-10 L/min, More than 10 LPM is acceptable
- 9- Power Should run on AC (120-240 V; 50/60Hz) and DC (12V)
- 10- Battery with Unit warranty 3 years
- 11- Battery Back Up 4 Hours
- 12- option to easily detach and carry
- 13- Oil free diaphragm pump
- 14- Suction tubing should be compatible to be attached to yankeur catheter – Non-collapsible suction tubing



Annexure-5

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.

Dated thisDay of, 2024

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorized Person)

.....



ANNEXURE-6

PERFORMANCE SECURITY BANK GUARANTEE

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

Beneficiary: (Insert: name and Address of Purchaser)

Date:

PERFORMANCE GUARANTEE No:

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

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

At the request of the Supplier, we (insert: name of bank) hereby irrevocably undertake to pay you ant sum or sums not exceeding in total an amount of (insert: amount in figures) (.....) (insert: amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the Day of, 2..... , **and any demand for payment under it must be received by us at this office on or before that date.

** The guarantor agrees to extension of this guarantee for a further period of 4 years (One year extension on each request) 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-7

Supplier Information form (SIF)

1. Name of Organization: _____

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

3. Registered Address: _____

5. Correspondence Address: _____

6. Deal in kind of Services/Products: _____

7. GST Tax Registration: _____

8. Bank A/C Details

Name of Bank : _____

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

Branch & Add : _____

IFSC code : _____

MICR code : _____

9. Contact Details

Contact Person : _____

Telephone No : _____

Mobile No : _____

E-Mail ID : _____

10. Name of sister concern or any _____

Interdependent Entity (If Any) _____

(Signature of Authorized Person) Date: