

**Short term Tender Notice for Procurement of Diesel Generator  
at EMRI GHS , Goa****Tender No: EMRIGHS /GOA/02/SCM/2024-25****Dated: 06-09-2024***By***EMRI GREEN HEALTH SERVICES**1<sup>st</sup> Floor, Old library block, Goa medical College, Bambolim, Goa -403201

1. EMRI GHS (Organization name changed recently from GVK EMRI to **EMRI Green Health Services** ( EMRI GHS) , 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 GHS, located at Goa Medical college, Bambolim, Goa-403201 invites bids from various bidders operating in India for procurement.
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 ANNEXUREs attached.

a	ANNEXURE-1:	List of Material with specification
b	ANNEXURE-2:	Technical Bid details : catalogue checking & compliance
c	ANNEXURE-3:	Price bid format
d	ANNEXURE-4:	Declaration Certificate
e	ANNEXURE-5:	Service Center Details
f	ANNEXURE-6:	Bidder Information format
g	ANNEXURE-7:	Non conviction declaration
h	ANNEXURE-8:	Anti-Collusion Certificate
I	ANNEXURE-9:	PBG-Performance Bank guarantee
J	ANNEXURE-10:	Checklist for Bidder

3. The tender document with all the details is available in the website of EMRI GHS ([www.emri.in](http://www.emri.in)) and can also be purchased in hard copy on payment of Rs.1000 (Rupees One thousand only) by way of a Demand Draft drawn in favor of “EMRI GHS-Goa” from Mr. Ninad Naik (9545456802)-Department of Supply Chain Management, EMRI GHS-Goa. Bidders who download the document from website have to submit the Demand draft at the time of tender submission.
4. Any bidder 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. Important dates and deadlines for the tender are as below:

- a. Price of Bidding document (Non refundable) : Rs. 1000.00
- b. Date of commencement of sale of bidding document: 06-09-2024
- c. Pre-bid conference at EMRI GHS, Bambolim, Goa 12-09-2024 at 11:30am
- d. Last date and time(IST) for submission of bidding document 23-09-2024 by 10:30am
- e. **Date of time (IST) for opening of tender document as per below details :**
  - i) **Prequalification round (Cover A) : 23-09-2024 , Opening on 11:00am**  
From 23/9/2024 11am to 23/09/2024 5pm
  - ii) **Technical bid round (Cover B ) : 24-09-2024 , Opening on 10:30am**  
From 24/09/2024 10.30am to 25/09/2024 5pm
  - Financial bid round (Cover C) : 26-09-2024 , Opening on 10:30am**

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Address for communication, receipt and venue of the bid opening:  
EMRI Green Health Services  
(Department of Supply Chain Management)  
1<sup>st</sup> Floor , Old Library Block , Goa Medical College , Bambolim ,Goa -403201

5. Completed bids must be received at the office of EMRI GHS , Goa , India, 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 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'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 GHS ,**

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**Tender Guidelines**

1. **DEFINITIONS:**
  - a. EMRI GHS – Emergency Management & Research Institute Green Health Services
  - b. PO – Purchase Order
  - c. EMD – Earnest Money Deposit
  - d. DD – Demand Draft
  - e. PBG –Performance Bank guarantee
  - f. Purchaser – EMRI GHS
  - g. Bidder – Successful Bidder/vendor/Supplier , to whom, the tender quantity is distributed to  
– OEM or Authorized Trading partner such as dealers / distributors
  - h. Sample – One piece manufactured / Supplied by bidder
  - i. OEM – Original Equipment Manufacturer
2. The prices quoted for supply in tender shall remain open for acceptance at least 3 months from the date of bid opening.
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 at destination i.e.
  - A. EMRI Green Health Services  
Department of Supply Chain Management (Div: Stores)  
1<sup>st</sup> Floor, Old Library block no -05, Goa Medical  
College Bambolim, Goa -403201.  
Contact Person: Mr. Ninad Naik, SCM, Ph.no.: 9545456802
4. Bid Evaluation-Contract will be awarded to Lowest price evaluated bidder meeting all the Tender terms and conditions.
5. **QUALIFICATION CRITERIA FOR ELIGIBILITY OF FIRMS:**
  - a. Primary manufacturers or their Authorized Distributors or bidders or dealer 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/Bidder, authorization letter and GMP certificate from the manufacturer should be submitted wherever applicable.
  - b. Bidder should not have been convicted for any criminal or economic offences by any court in India or abroad
  - c. 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.
  - d. The manufacturer or their dealer should not be blacklisted by state/central government departments/organization

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6. **SUBMISSION OF BID**-The Bid should be in a sealed cover super-scribed “Short term Tender notice for procurement of Diesel Generator ” and clearly mention Tender number and date.  
The Super-scribed sealed cover shall consist of three sealed covers inside:
- A. **Super scribed Sealed Cover A :**  
**Prequalification round:** documents to be strictly arranged as per sequence mentioned below
- Tender fees (as applicable)
  - Earnest Money Deposit (EMD) (as applicable)
  - IT returns and financial statements for last three financial years
  - Copy of registration of Firm
  - GST registration and clearance certificate.
  - Copy of PAN.
  - Relevant manufacturing licenses, if applicable
  - Customer feedback / satisfactory certificates / Purchase order copies for last 2-3 year.
  - Valid Authorization letters from the OEMs (in case of trading partners) for Supply & Participation in Tender.
  - Authorization letter for signing Tender documents if applicable.
  - Signed and Stamped tender document on all pages with addendum and corrigendum
  - Bidders shall have an average annual turnover of at least Rs.1 crore during the last three years
  - Service Center availability in the nearby region ( Ref. Annexure 5 )
- B. **Super scribed sealed Cover B: Technical bid round :**
- Technical bid format as per ANNEXURE-2.
  - Declaration from bidder on letter head confirming the compliance as per desired specification mentioned in ANNEXURE-1.
  - Catalogue of the product with detailed specification of the manufacturing /brand or make/model etc.& warranty need to be enclosed.
- C. **Super scribed sealed Cover C: Finance bid round**
- Price Bid as per format in ANNEXURE-3. Bids are liable for rejection at sole discretion of EMRI GHS if prices are not quoted as per format provided.
7. The Bid should be dropped in the box provided for this purpose at main reception of EMRI GHS , Ist Floor , Old Library block , Goa Medical College , Bambolim , Goa -403201., India. 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.
8. The Bid should be properly page numbered, signed on each and every page and should be complete in all aspects.
9. Bid documents that do not provide complete information and / or that are submitted after the above specified time shall be rejected.
10. Bidder should sign the “Declaration certificate” (ANNEXURE-4) 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.
11. Validity of TENDER: The prices quoted are offered in tenders shall remain valid for a period of 3 months from the date of opening of bid. However it can be expandable for next 3 months based on mutual agreement between bidder & EMRI GHS-Goa .
12. EMD AMOUNT: Bidder should submit 3% of Amount on the quoted value in the tender document price bid. Each tender form should be accompanied by EMD amount, as applicable in the form of

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Demand Draft in favor of EMRI GHS-GOA. EMD will be adjusted against PBG for L1. For L2, 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, in a stipulated time of 30 working days. e.g. total items quoted ( inclusive of GST ) is Rs. 10,00,000/- then 3% EMD applicable on total amount is Rs. 30,000/-

**13. Performance Bank Guarantee: Refer Annexure 9**

The successful bidder shall be required to submit Performance Security Deposit of 3.5% of the estimated order value of the year in the form of Performance Bank Guarantee/DD/Endorsed Fixed Deposit in favour of "EMRI GHS-Goa", payable at Goa valid for a period of contract and additional 3 months claim period from the date of issuance of order. The Performance Security Deposit shall be returned on successful execution of order. However, if the bidder fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, Security Deposit shall be encashed & the amount shall be forfeited. Failure of selected bidder to furnish PBG within stipulated time will automatically result in forfeiture of EMD without any further notice.

**14. 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 .
- e. All prices should be quoted as per ANNEXURE-3; else all such bids are liable to be rejected at the sole discretion of EMRI GHS.
- f. If there is only one bidder for a particular ANNEXURE-3, the price will not be disclosed. The committee will go ahead with shopping model. The market price will be compared with the
- g. price and if the committee is satisfied, the purchase order will be released.
- h. If there is no bidder for a particular , the committee will go ahead with shopping model, where three quotations will be obtained and price negotiated with the lowest quoted bidder and purchase order will be released.

**15. TECHNICAL EVALUATION**

- a. Technical evaluation of the items tendered will be done by a Technical/Purchase Committee constituted by the EMRI GHS in consultation with Govt officials wherever applicable
- b. Tenders submitted with technical specifications confirming with those mentioned in this tender form will only be considered.
- c. The Price bids of bidders who are successful in Technical Evaluation only would be considered and bids of others will not be opened / or not consider.
- d. Nothing in ANY OF THE CLAUSES OF THIS CONTRACT shall in anyway release the Bidder from any warranty or other obligations under this contract.

**16. PLACE OF INSPECTION** – All the evaluation and inspection will be done at the venue of tender opening i.e. 1<sup>ST</sup> Floor, Old library block, Goa medical college, Bambolim, Goa - 403201 or at any other place that would be informed in advance to the bidders.

**17. Financial / Commercial EVALUATION**

Bids of the bidders who qualify the Technical Bids will be opened in the presence of Bidders / representatives.

**19. QUANTITY ALLOCATION TO SUCCESSFUL BIDDERS** - Each Delivery Schedule of Requirement incorporated in the tender enquiry document will be ordered from Lowest Responsive Bidder (L1).

**20. SCHEDULE OF REQUIREMENTS:**

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- a. The firm requirement quantity is for 108 operations
- b. Purchase orders would be released for the firm requirements as & when required after finalization of tender and declaration of L-1 bidder or selection bidder

**21. AUTHORIZATION FOR SIGNING DOCUMENTS**

- a. The person who is signing the tender document should be an authorized signatory of the respective bidder'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 bidder.

**22. RESPONSIBILITY FOR PERFORMANCE OF CONTRACT** - The Bidder 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 Bidder shall not sublet, subcontract, transfer or assign the contract without the written permission of the Purchaser. In case, permission is given by the purchaser, Bidder 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.

**23. BIDDER RESPONSIBILITY**

The bidder 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 bidder. 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 bidder, reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the bidder for the due fulfillment of the contract as also to recover any amount, if already paid.

**24. RESPONSIBILITY FOR PROPER PACKING**

- a. Where ever required the bidder 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 Bidder
  - 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 bidders packing list

**25. DELIVERY**

- a. The successful Tenderer has to supply within one month or as per intimation of scheduled delivery after receipt of confirmation email /purchase order.
- b. Timely delivery is the essence of the contract and must be completed as per the dates specified therein.
- c. The Bidder 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 Bidder to the Department of Supply Chain Management in respective states.



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- e. Confirmation from EMRI GHS needs to be taken before dispatching the material from bidder'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.
26. **PENALTY/LIQUIDATED DAMAGES** - Should the Bidder 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. However delayed penalty will not exceed more than 10% of the order value.

Delayed Penalty:

Upto 10 Days from Delivery Due Date	0.25% Per Unit value Per Day
From 11th day to 16th Day	0.50% Per Unit Per value Day
From 19th day to 23rd Day	0.75% Per Unit Per value Day
From 26rd day to 30th Day	1.00% Per Unit Per value Day
Above 32 Days	5.00% Per Unit Per value Day

27. **RISK PURCHASE** - If the Bidder 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 bidder 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 Bidder. The price differential in case of higher cost to Purchaser, if any, shall have to be borne by the defaulting bidder.

Moreover the defaulting bidder shall have no claim over the quantity, which they failed to supply.

28. **Support services:** It is expressly understood and agreed by bidder 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 bidder in any given state due any kind of disputes in other state/s.*
29. **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.
30. **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.
31. **TAXES, DUTIES AND LEVIES**
- a. Tenderers must clearly mention their GSTn number in their offers and invoices.
  - b. GST tax percentage 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.
32. **INDEMNITY**

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a. The Bidder 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 Bidder shall be entirely responsible for the sufficiency of all the means used by them for the fulfillment of the contract.

b. Bidder 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, arising directly or indirectly out of, or in connection with, Bidder's violation or breach of any of the terms of this

Agreement or any act or omission to act by Bidder in violation of this Agreement. EMRI GHS shall provide Bidder 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.

c. EMRI GHS agrees to indemnify, defend and hold Bidder 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 Bidder, arising directly or indirectly out of, or in connection with, EMRI GHS's violation or breach of any of the terms of this

Agreement or any act or omission to act by EMRI GHS in violation of this Agreement. Bidder shall provide EMRI GHS 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.

**33. QUALITY ASSURANCE:**

a. Bidder represents and warrants that it shall fully comply with all written quality assurance requirements or instructions of EMRI GHS, and as they may be amended from time to time in the sole discretion of EMRI GHS. Bidder further represents and warrants that the Product shall be produced, manufactured, stored and shipped by Bidder in strict compliance with all applicable central, state and local laws.

b. Bidder shall maintain the highest standard of quality in the Product production process. Bidder 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. Bidder agrees to permit EMRI GHS 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.

**34. Warranties and Obligations: ( Wherever applicable )**

a. Comprehensive warranty of all Diesel Generator & accessories as per Industries norms

b. Bidder is responsible for the Installation and demo of the equipment at the buyer site wherever applicable.

c. Bidder irrevocably offers warranty of the product against any manufacturing defects and contamination of material.

d. Bidder 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.

e. Bidder 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.

f. Bidder 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.



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- g. The bidder 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.
  - h. Replacing the defective items should be done immediately within 15 working days, irrespective of root cause; subsequently, root causing to be done and warranty rules to be implicated.

**35. COMPLIANCE OF THE LAWS OF THE LAND**

- a. Bidder 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 from time to time.

**36. DOCUMENTATION REQUIREMENTS:**

- a. Invoice in original along with one additional copy, both duly signed and stamped by Bidder.
- b. Original Packing list.
- c. A copy of Purchase order raised by EMRI GHS

**37. PRODUCT WITHDRAWAL**

- a. If it is deemed necessary at any time by either EMRI GHS or Bidder or any local, state, or central governmental agency or other authority to recall or withdraw the Product produced by Bidder and being supplied to EMRI GHS, either as a result of failure of the Product or Bidder to strictly comply with EMRI GHS's quality standards or any governmental health rule or regulation, or shall fail to comply with any other governmental authority or agency having jurisdiction, bidder 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 GHS.
- b. If Bidder fails or refuses to promptly comply with the recall or withdrawal of the product upon request by the EMRI GHS or any federal, state or local authority, EMRI GHS shall take such action as it deems necessary to recall or withdraw the product and Bidder shall immediately reimburse for the costs and expenses incurred.

**38. TRADEMARKS**

- a. Bidder shall not, without prior written consent of EMRI GHS 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's directions or specifications.

**40. INTELLECTUAL PROPERTY, PROPRIETARY KNOWLEDGE AND CONFIDENTIAL INFORMATION (Excluding the information in the Public Domain)**

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

Proprietary Information shall not be disclosed by Bidder or any of Bidder's employees, representatives, agents or contractor's without the express written permission of EMRI GHS. Notwithstanding the foregoing, Bidder, 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,

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and only on a “need to know” basis. Bidder agrees that all of its employees receiving any Confidential and

Proprietary Information shall enter into a separate written confidentiality agreement with Bidder 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.

- 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 Bidder.
- e. Bidder 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. Bidder agrees that in the event Bidder 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.

**41. Termination**

- a) EMRI GHS’s Right to Terminate for Cause.
  - i) EMRI GHS shall have the right to immediately terminate this Agreement by giving a written notice to Bidder in the event that Bidder 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 Bidder discontinues its business or a receiver is appointed for Bidder or for Bidder’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 breach within seven (7) days after it receives a written notice of
  - ii ) EMRI GHS’S Right to Terminate without Cause EMRI GHS shall have the right to terminate this Agreement upon thirty (30) days written notice to Bidder.
- b. Bidder’s Right to Terminate :  
Bidder 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

**42. Infringements**

- a. Bidder 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 shall reimburse the BIDDER for any reasonable expenses incurred as a result of such cooperation.

**43. 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.

**44. 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.

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- 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.

**45. 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.

**46. Force Majeure**

- a. If either the Bidder 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 and the Bidder that the period of off take of the Product by EMRI GHS /period of delivery of the Product by the Bidder may be, at the sole discretion of EMRI GHS, extended by a period not exceeding two months, equal to the actual duration of the causes interrupting the off take by the EMRI GHS and/or delivery of the product by the Bidder PLUS a period of one week to enable the affected party to make suitable arrangements for normalization of shipments.

**47. Liability of EMRI GHS**

- a. It is expressly understood and agreed by, between the BIDDER and the EMRI GHS that the EMRI GHS 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 bidder payments, for the supplies made under this tender, solely depend on timely receipt of funds for the same from the respective state governments. The BIDDER expressly agrees, acknowledges and understands that the EMRI GHS 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 EMRI shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the BIDDER hereby, expressly waives releases and foregoes any and all actions or claims, including cross

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claims, impleader claims or counter claims against the EMRI GHS arising out of this Agreement and not to sue EMRI GHS for any reason, as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

**48. Dispute Redressal Committee:**

All disputes can be addressed by amicable settlement by committee constituted by State Head –EMRI GHS, Goa .

**49. 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

**50. 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.

**51. Payment Terms**

- a. 100% payment will be made within 30days of delivery, inspection, acceptance and submission of hardcopy invoice.
- 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 in original. Three copies of each document should be made and one copy handed over to the authority at delivery site.

**52. FALL CLAUSE**

- a. The prices quoted for the material supplied under this tender by the Bidder shall in no event exceed the lowest price at which the Bidder 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 GHS office located at any other place in India. If at any time during the said period, the bidder 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.

**53. 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/Mobile No:**

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**ANNEXURE-1**

<b>SL. No.</b>	<b>Description of Equipment</b>	<b>Amount in Indian Rupees</b>
1	125 KVA, 3 phase Diesel Generator set, complete with all accessories	
2	AMF Panel cost ( Automatic Mains Failure )	
2	Installation cost	
	GST %	
	GST Amt	
	Total Rs.	

**Note :**

- 1) Additional or different type of charges apart from above declared format , need to declare it separately

**Specification of Diesel Generator 125 KVA**  
**water cooled type :**

**Note :**

- 1) Declared specification are minimum
- 2) If any additional specification , declare the same . With further checking additional specification may be considered
- 3) Apart from declared technology , if any equivalent or alternate process/part /technology or proven technology is available then need to declare or justify which will reverify & hence acceptance

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**A) DIESEL ENGINE AND DG SET ENGINE SPECIFICATIONS:-**

- 1) **125 KVA** , diesel engine , Four Cylinder, Water Cooled, developing 156 BHP@ 1500 RPM. electric start, compression ignition, 4 stroke, designed to run continuously at 1500 RPM confirming to IS 10002, ISO-3046, BS 5514 standard with an overload capacity of 10 % for one hour in every 12 hrs. operation. Diesel Engine will comply with present **CPCB- IV** norms. 24 V Starting System.

The diesel engine will comprise of below :

- i) Radiator with Fan
- ii) Mico fuel pump with Mechanical Governor
- iii) Dry type air cleaner
- iv) Exhaust Silencer
- v) Lub Oil filter (Spin On Type)
- vi) Fuel Oil filter (Spin On Type)
- vii) 12V Electric starting system
- viii) Battery charging alternator
- ix) Stop solenoid
- x) Lub Oil pressure gauge
- xi) Water temp. Gauge
- xii) Ammeter battery charging
- xiii) K - Cool Super Plus coolant
- xiv) First Fill of Lube oil

2) **ALTERNATOR:-**

Alternator, suitable for continuous operation rated at 1500 rpm 415 V, 0.8 PF, 50Hz, 3Ph. in SPDP enclosure, self- excited & self- regulated, Brush less, floor mounted with Ball or Bearings on end shields. The alternator conforms to IS: 4722, BS EN 60034-1 & will be suitable for **tropical condition**.

3) **FUEL TANK:-**

8 Hrs Capacity, with Inlet & Outlet arrangement, air vent & drain plug arrangement.

4) **BATTERIES:-**

One No.12 V battery with Leads and Battery Cable.

5) **STANDARD GENSET CONTROLLER UNIT WITH CONTROL PANEL:-**

Genset controller unit with totally enclosed, steel construction control panel suitable for indoor floor / wall mounting installation having following safeties and display parameters:

- a) Phase kW & Total Kw , Kwh , KVA & KVAR
- b) Phase Voltage , Line current
- c) Average Voltage & Current
- d) Frequency & PF
- e) Oil Pressure , Fuel Status , Battery Voltage
- f) Engine Temperature , speed, hours
- g) Genset Under/Over voltage , Phase Failure , Phase sequence reverse , Over Current & Kw , Under/Over frequency
- h) High canopy temperature , High engine coolant temperature , Under/Over speed
- i) Low Lube oil pressure , Coolant temperature , coolant level , fuel level



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**6) Acoustic ENCLOSURE CONSTRUCTION**

Following are some technical features of Acoustic Enclosure:-

1. The enclosure is modular in construction
2. Should have Emergency push button to stop the DG set from outside
3. Base frame is made of Sheet metal.
4. Durable industrial locking system is provided on doors.
5. Doors are gasketed with high quality EDPN gasket.
6. Should have corrosive resistance
7. Should have standard insulation with quality foam IS8183 & so fire resistant  
,sound proof with appropriate silencer available
8. Should have industrial standard ventilation & air circulation
9. Should have suitable Electrical Earthing system

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**ANNEXURE-2**

**Format for Technical Bid evaluation**

<b>Sr. no</b>	<b>Material Description</b>	<b>Brand /Manufacturer /Make-Model</b>	<b>Warranty</b>	<b>Technical compliance with ANNEXURE-1 : specifications (Yes/No)</b>

**Signature of the Tenderer with Designation & Office Seal**

**Date:**

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**ANNEXURE-3**  
**Format for Quoting Prices**

<b>Sr. No</b>	<b>Item Description</b>	<b>UOM</b>	<b>HSN Code</b>	<b>Basic Price per unit (Rs.)</b>	<b>Applicable GST % (Rs)</b>	<b>GST Amount (Rs)</b>	<b>Net landing price (Rs)</b>

**Signature of the Tenderer with Designation & Office Seal**

**Date:**

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**ANNEXURE-4**  
**Declaration Certificate**

Date:

To  
**Head – Supply Chain Management**  
EMRI GHS, Goa

Subject: Tender No: EMRI GHS /GOA/02/SCM/2024-25    Dated: 06.09.2024

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:
  - 7) Remarks :
- (Please use separate sheet if required)**

**Signature of the Tenderer with Designation & Office Seal**

**Date:**

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**ANNEXURE-6 :**

**Bidder Information Form**

**Bidder Information form (BIF)**

1. Name of Organization: \_\_\_\_\_

2. Permanent Account Number (PAN): \_\_\_\_\_

(Pls. enclose Copy)

3. Registered Address: \_\_\_\_\_

\_\_\_\_\_

4. Correspondence Address: \_\_\_\_\_

\_\_\_\_\_

5. Deal in kind of Services/Products: \_\_\_\_\_

6. GST Registration: \_\_\_\_\_

7. Service Tax Registration: \_\_\_\_\_

8. Bank A/C Details

Name of Bank: \_\_\_\_\_

Bank A/C No: \_\_\_\_\_ (Current/Saving)

Branch & Add: \_\_\_\_\_

IFSC code: \_\_\_\_\_

MICR code: \_\_\_\_\_

**1. Contact Details**

Contact Person: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Mobile No: \_\_\_\_\_

E-Mail ID: \_\_\_\_\_

11. Name of sister concern or any \_\_\_\_\_

Interdependent Entity (If Any) \_\_\_\_\_

**(Signature of Authorized Person) Date:**

[Name \_\_\_\_\_ : Designation \_\_\_\_\_]

**Signature of Vendor**



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**ANNEXURE-7**  
**Non Conviction Declaration**  
**(On Letter Head)**

To,  
M/s. EMRI Green Health Service  
1st Floor, Block No.5, Old Library Block  
Goa Medical College, Bambolim Goa - 403 202

Sub: - Non Conviction Declaration  
Ref: - Tender No: EMRI GHS /GOA/02/SCM/2024-25    Dated: 06.09.2024

Dear Sir,

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

Thanking you,

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**ANNEXURE 8:**  
**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 this .....Day of ....., 2024

.....  
(Name of the Bidder)

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

.....

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**ANNEXURE-9 :**  
**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.

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**ANNEXURE-10**  
**Checklist for bidder**

<b>COVER -A , Prequalification</b>		<b>Compliance</b>
1	Tender fees (as applicable)	
2	Check list as per –ANNEXURE 10	
3	Declaration format as per ANNEXURE-4	
4	Earnest Money Deposit (EMD) ( as applicable)	
5	IT returns and financial statements for last three financial years.	
6	Copy of registration of Firm	
7	GST registration and clearance certificate.	
8	Copy of PAN/TAN/TIN.	
9	Relevant manufacturing licenses, if applicable	
10	Customer feedback/ satisfactory certificates with Purchase order copies.	
11	Valid Authorization letters from the OEMs (in case of trading partners) for Supply & Participation in Tender.	
12	Authorization letter for signing documents if applicable	
13	Signed and Stamped tender document on all pages.	
14	Average annual turnover of at least Rs. One Crore	
15	Service Center Details as per Annexure 5	
<b>COVER - B , Technical Evaluation</b>		
1	ANNEXURE-2 : Format for Technical bid evaluation	
2	Compliance for Diesel Generator	
3	Catalogue of the product with detailed specification of the manufacturing /brand or make/model etc. need to be enclosed.	
<b>COVER -C , Financial Evaluation</b>		
1	Financial bid as per ANNEXURE-3	

**Signature of the Tenderer with Designation & Office Seal**

**Date:**