

**GOVERNMENT OF TAMILNADU  
TAMIL NADU FIRE & RESCUE SERVICES DEPARTMENT  
OPEN TENDER : 2 OF 2018  
GROUP : III**

**Tender document for Supply of “Mini Water Tender based on Watermist Technology – 350 litres capacity and to be mounted on Kargo King Pick Up 3000 MM WB BS IV Diesel Engine Chassis to be provided by the Department”**

**TOP SHEET**

Tenders are invited from the manufacturer or an authorized distributor/dealer of the manufacturer for supply of the following items as per the detailed specification given in the tender document:-

Sl.no.	Name of the item	Quantity	EMD
1.	“Mini Water Tender based on Watermist Technology – 350 litres capacity and to be mounted on Kargo King Pick Up 3000 MM WB BS IV Diesel Engine Chassis”	5	Rs.33,750/-

**Other details:**

1.	Address for Communication	Office of the Director, Fire & Rescue Services, 17, Rukumani Lakshimipathi Salai, Egmore, Chennai 600 008. Tamil Nadu.
2.	Supply of Tender Document	<b><u>For Down Loading :</u></b> Tender Document shall be down loaded <b>free of cost</b> at the Department’s Website. <u>Tender cost to obtain in person:</u> Rs.590/- ( inclusive of GST) <b><u>By Registered Post:</u></b> Rs.690/- (inclusive of GST+Postal charges)
<b>Note:</b> The tender documents can be accessed from <a href="http://www.tnfrs.tn.nic.in">http://www.tnfrs.tn.nic.in</a> and the same can be down loaded <b>free of cost</b> from the web site. The vendors who have downloaded the tender documents from the departmental website must intimate the same through the following email addresses <a href="mailto:ddhq.tnfrs@gov.in">ddhq.tnfrs@gov.in</a> , so that any changes can be intimated. Otherwise, it will be considered that the vendor is doing it at his/her own risk.		
3.	Earnest Money Deposit – Mode of Payment.	EMD amount as mentioned above may be furnished as Demand Draft in favour of the Director, Fire & Rescue Services Department, Chennai or specified small savings instruments or irrevocable bank guarantee. <b>Note:</b> <b>EMD should be furnished as mentioned against each item. According to the items for which the tenderer wishes to quote, he has to attach aggregate EMD for the same under relevant Serial numbers.</b>
4.	Last date and time for submission of the tender	<b>25.01 .2019</b> at 14.00 hours.
5.	Date, Time and Place of Opening of the tender.	<b>25.01. 2019</b> at 14.30 - 15.30 hours at the address mentioned above

6.	Specifications	Furnished in the tender document.  Questionnaires have been made as a part of the specification. Answers to be furnished by the tenderer about their offers.
7.	Intimation of changes	Addendum or changes/amendments if any proposed to be issued will be put up in the above web-site. Hence, it is the responsibility of the tenderer to go through the website before submission of their tender.
8.	Type of Tender	TWO COVER SYSTEM (a) Technical Bid with EMD (b) Price Bid
9.	Name and address of the party to whom the tender documents sold in person or by post.	

Signature of the Tenderer/s with Date and Seal

Signature of the Tender inviting authority  
(not necessary if downloaded from the website)

**Note: Each page of the tender form should be signed and to be attached with the tender document.**

## IMPORTANT INSTRUCTIONS TO THE VENDORS

- 1 (a). The vendor shall be the manufacturer of the item/items offered or an authorized distributor/dealer of the manufacturer.
  - (b) In case he / she is an authorized distributor/ dealer, he / she shall produce along with the tender-offer a certificate of specific authorization from the original equipment manufacturer.
2. (a) EMD to be furnished in the form of Demand Draft or Bank Guarantee from any Nationalized Bank in the name of "Director, Fire and Rescue Services, Tamil Nadu".
  - (b) Please note that exemption from payment of EMD under SSI and NSIC certificates is allowed only if products quoted are covered for manufacturing by the tenderer himself as per the schedules approved by the SSI/NSIC in their certificates issued to the tenderer. If exemption from EMD is sought for, proof of exemption certificate from payment of EMD and an undertaking in lieu of EMD should be produced along with sealed tenders, subject to verification from the authorities concerned.
3. The inspection of the goods proposed to be delivered will be made by the officers nominated by Director of Fire and Rescue Services. Hence, if the inspection of goods is proposed to be arranged at manufacturer's site or any other place than this Department Headquarters at Egmore, the charges for deputing this departmental officers should be borne by the tenderer at his cost. In view of the above, duly taking into account the above aspects, the price bid furnished by the tenderer should contain the break up details of basic price, Custom duty, freight charges, Octroi, insurance for delivery and such other levies.
4. The Tamil Nadu Transparency in Tender Rules 2000 as amended from time to time is applicable for the Tender.
5. Mode of submission of tender offer:
  - (a) Sealed tenders containing :
    - (i) Technical bid in a separate sealed cover which may be named as "Envelope-A" containing technical details, commercial terms along with a list of the enclosures such as proof in respect of manufacturer or the authorization letter from the manufacturer, latest local tax clearance certificate if any applicable to the country/origin along with EMD;
    - and
    - (ii) Separate price bid as "Envelope-B" in a sealed cover in the format prescribed in the tender form for **"Mini Water Tender based on Watermist Technology – 350 litres capacity and to be mounted on Kargo King Pick Up 3000 MM WB BS IV Diesel Engine Chassis"** will be received for and on behalf of the Tamil Nadu Fire and Rescue Services Department so as to reach on or before the due date prescribed.

- (b) The tenderer has the option of sending the offer by Registered Post A/D or by speed post or by Courier or by air mail for overseas delivery before the date and time fixed.
- (c) Delivery of tender in person will not be accepted on any account and the tender submitted after the last date and time will not be accepted under any circumstances.
- (d) The tenderers who is interested to submit their tender in person to this Office may put the tender in the Tender Box kept for this purpose at the above mentioned address before the date and time fixed. The slit of the tender box shall be 28 cm x 3 cm and therefore, the cover should be brought of suitable size to move inside the slit.
- (e) Delivery of tender in person **on hand to any staff of this Department** will not be accepted on any account.
- (f) The tender submitted after the last date and time will not be accepted under any circumstances.
- (g) Any relaxation in the mode of submission of tender will be considered only by the DFRS and his discretion will be final.

Method of submitting price bids:

6. While giving the Price bid, the price details like basic rate (i.e. the rate without taxes and duties) along with separate details of GST with HSN Code, freight charges, insurance for delivery, any other levies and delivery charges that may be applicable must be quoted in the format enclosed. The total of all these must be separately indicated as NET RATE. Rates should be shown distinctly in words as well as figures. In case of a discrepancy between the rate in words and figures, the lower of the two shall be taken. If any discount offered by the tenderer, it should be furnished in the Price bid format.
7. The rate shall be valid for 180 days from the date of opening of the tenders.

**Check list for the tenderers in furnishing the tender document:**

**Envelope A: Technical Bid with EMD**

**This sealed envelope should contain the followings:**

- (1) Attach EMD along with Covering Letter in Company's Letter head.
- (2) Attach authorization letter obtained from the Original Equipment Manufacturer in respect of the items which are not manufactured but furnishing offer as authorized distributor/dealer of the manufacturer.
- (3) Attach Technical bid of the offers quoted with Catalogues, Xerox copies of Certificates relevant standard mentioned in the specification and Test Certificates duly self- attested.
- (4) Attach a Xerox copy of previous supply orders with proof of supply to various organizations during the last 3 years duly self- attested.
- (5) Attach Questionnaire form given in the tender form duly filled and signed
- (6) Attach the "Undertaking for Execution of Contract" in the form prescribed in the tender document.
- (7) Furnish GST Return filed for the financial year 2017-18 and also for the quarter ending 30.6.2018
- (8) Attach a copy of GST Registration Certificate, PAN and I.T. Returns filed for the financial years from 2015-16 to 2017-2018 along with Profit and Loss Account Statements for the financial years from 2015-16 to 2017-18 duly attested by their Chartered Accountants
- (9) Attach the tender form duly signed with seal in each page by the authorized person for having noted the contents of the tender document.

**Envelope B: PRICE BID**

This sealed envelope should contain only Price bids in the format prescribed in the Tender. All columns should be filled and to be signed with seal by the authorized person.

If different models are quoted, Price bid cover should contain the rates for each model separately in a sealed cover.

## **OUTER COVER**

**The outer cover should contain the Sealed Envelopes “A “and “B” and the following address** must be written on it:

Deputy Director –Administration (F.A.C),  
Tender Inviting Authority,  
O/o. the Director, Fire and Rescue Services Department,  
17, Rukmani Lakshmiipathy Road, Egmore, Chennai-600008,  
Tamil Nadu.

The outer cover shall also be sealed and superscribed as **“Tender 2/2018 – Group IV- Offers for supply of “Mini Water Tender based on Watermist Technology – 350 litres capacity and to be mounted on Kargo King Pick Up 3000 MM WB BS IV Diesel Engine Chassis to be provided by the Department”**

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Max. Pressure .....	100 Bars
Min. flow .....	38 l/min
Power of the engine.....	Not less than 13 BHP
Fuel .....	Unleaded Petrol

## 5. ENGINE

- 5.1 The prime mover for pump shall be 4-stroke Petrol driven engine and shall have compatible electrical and lubrication system. The engine should preferably be on 12V battery for which adequate charger shall also be provided. Suitable electronic instruments shall be provided on the body of engine/panel for fuel level, battery and temperature,

## 6. Foam Induction

A suitable means shall be provided for induction of foam from tank so that proportion for single or double delivery remains constant and foam quality is maintained.

Size of foam tank ..... 50 ltrs. (Min.) (Included in the water tank and rested from the water tank which will remain with 300 liters.)

Max. Induction ..... 6% (From 0, 5 to 6 adjustable)

## 7. Accessories

- Electric starter (Enabling the unit to be Electrically started) 1
- Additional hose length of 30 mtrs. with Drum 1 Per set
- Aqueous film forming foam (AFFF) .. 50 Ltrs. filled in the foam tank and 50 ltrs. spare)
- 
- Tool Kit comprising of 1 no. adjustable spanner 12", 1 no. cutting plier, 1 set of flat spanners, 1 set of adjustable screw driver, 1 set of suction key and other special tools as per the requirement of the unit.

## 8 DESIGN & DEVELOPMENT

### 8.1 Equipment details

- 8.2 The water Mist Fire Fighting System will be a self driven fire fighting unit operated with inbuilt Petrol Engine coupled to a pump and attached with a reducer & hose pipes, Mist generating Guns.

- 8.3 The Water Mist system shall be capable of carrying 300 liters of water and Foam tank of 50 made of GRP shape T (in order to reduce the gravity center of the vehicle) and for AFFF a separate system to pump and mix the required ratio, which can be discharged in the form of mist from a gun.

- 8.4 The discharge gun shall be light weight having stainless steel nozzle capable of producing Water Mist with the ability to control the discharge in short burst and long shots.

- 8.5 The size of mist particle shall be in the range of 150 to 300 microns.

- 8.6 A suitable pressure reducer with a safety valve, capable of reducing to a low pressure not more than 100 bars & jerk free working pressure shall be incorporated. The main vessel shall be corrosion free.



- 8.7 The Foam required shall be aqueous film forming foam (AFFF)  
8.8 The unit shall have adequate provisions for safety of the system.

## 9. SAFETY DEVICES

9.1 The following safety device shall form part of equipment.

- I) The system shall be provided with pressure safety valve,
- II) The system will have proper heat & exhaust outlet for the engine without causing any interference to the operator while operating the unit.
- III) Any other safety device which is felt to be necessary to be a part of the equipment.

## 10. MAIN WATER TANK

10.1 The water tank shall be of GRP giving a free corrosion for life and a lightweight of the WATER MIST SYSTEM, having useable water storage capacity of 350 ltrs. (300 for water and 50 ltrs capacity for foam) properly baffled in to segment to reduce water surge. The water tank shall be T shaped and the thickness of the water tank should be of 5mm minimum. A manhole of  $\varnothing$  330 mm avec overflow pipe and an optical level of water should be part of the tank. The tank should resist to the flame and be anti ignition complying with the international standards.

## 11. GUN

11.1 The Gun shall be provided with a suitable stainless steel filter. The discharge rate of main gun shall not be less than 20 ltrs/min. at pressure not exceeding 100 bars. The second gun should have a flow rate not exceeding 20 LPM. The design of gun shall be such that there is no appreciable re-coil pressure and the throw shall not be less than 15 mtrs (Jet Mode) and shall not be less than 6 meters (Spray mode). The second gun shall have an attachment for discharging foam with suitable aeration facility.

## 12. HOSES

12.1 The hoses provided in the system shall be high quality and shall be capable of holding the temp. ranges  $-20^{\circ}$  to  $+ 55^{\circ}$  C. The material specification, working pressure, test pressure and cracking pressure should be indicated for each type of hose. The minimum length of each hose should be 60 M.

12.2 The seals of O-rings used in the system should be of synthetic material like Nitrite rubber or equivalent.

## 13 MARKING

Marking shall give details of capacity, manufacturer's name, month/year of manufacturing of the system etc.

## 14 Test of acceptance of fire fighting system.

Physical dimensions, performance & weight check of equipment as given under different items above shall form part of test of acceptance.

**15 User Manual Instruction booklet should be produced**

**Note:** The cost towards mounting the above unit on the chassis supplied by this department should be included and the price should be indicated separately. If the chassis have to be taken by the tenderer to their place for mounting purpose, the cost for the same should be included in the price bid. The selected tenderer may be requested to furnish the break up details during evaluation of the price bids, in respect of any other items as per the discretion of the Committee, so as to restrict the expenditure within the sanctioned amount.

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## **Criteria for Evaluation of Tenders**

- ❖ This is a two-bid tender consisting of:
  - (i) technical bid and
  - (ii) price bid
- ❖ Technical bid which may be named as “Envelope-A” should contain the technical details of the items offered, commercial terms and conditions along with a list of the enclosures such as proof in respect of manufacturer or the authorization letter from the manufacturer, latest local tax clearance certificate if any applicable to the country/origin along with EMD
- ❖ Price bid, which should be furnished separately as “Envelope-B” in the format prescribed in the tender form in a sealed cover, and the same will be opened only after evaluation of the technical bid
- ❖ If more than one model is offered, the rate quoted only in respect of the model qualified for selection as per the criteria laid down for evaluation alone will be taken into consideration. Hence, separate price bid covers may be furnished for each model if more than model is offered.
- ❖ The evaluation of the tender offers will be done in three stages. The rules laid down in Tamil Nadu Transparency of Tenders Act, 1998, Tamil Nadu Transparency in Tenders Rules, 2000 and related rules, will be scrupulously followed.
- ❖ If at any stage, a technical flaw is noticed in following the procedures, the procuring entity will take appropriate decisions and reserve the rights to relax or waive or modify at his discretion any of the condition in the interest of the Department so as to ensure that the overall objective of procurement is not defeated.

### **Stage I: Rejection of tender offer found technically defective:**

- a) Only the tender document supplied by this Office or the tender documents which were downloaded from the department’s website at free of cost should be used and it should be resubmitted in full shape without detaching any page from it.
- b) (i) Each page of the tender document, including technical specifications should be duly signed for having noted the contents of the tender document. Tenders in any forms other than the forms and schedules issued by the department to the tenderer will not be considered and will be rejected as non-responsive.  
(ii) Further, the tenderers are requested to put the page number to the tender documents serially including all enclosures while submitting their tender.
- c) (i) Those who do not submit the EMD, as defined in this tender document, along with the tender (unless the vendor is exempted by a specific rule provision for which documents must be submitted along with the tender to prove that he or she is exempted for this particular item) will not be considered.  
  
(ii) In case of partial amount of EMD, the tender will be rejected straightaway and the offer will not be considered. In cases where exemption is sought, a plea for producing the exemption documents later will not be accepted.

- (iii) EMD submitted in a manner other than that specified in the tender document will be considered as not submitted and the tender will be rejected.
- d) (i) A vendor who does not answer all the questions in the Questionnaire will not be considered. Only those offers will be considered in which all questions in the Questionnaire have been answered.
- (ii) Oversight will not be taken as a reason for not answering a question. It is presumed that a vendor trying for a deal about equipment related with life-saving would show adequate seriousness about furnishing details about the product offered by him or her.
- e) While supplying information in response to the Questionnaire answers such as “will be supplied later” or “will be intimated later” will not be accepted. Such answers will lead to the conclusion that the vendor is either not an authorized dealer of the said company or is not serious about the deal.

### **Stage 2.(Evaluation of Essential Features as per specifications in the tender form)**

The offers that are not rejected at Stage-1, will be examined for the essential features noted below. The information for such evaluation will be taken from those pages of the answers to the questionnaire, which have been signed and carry the seal of the vendor.

Kindly note that information on the pages of the answers to the questionnaire which are not signed or do not carry the seal will be ignored. The information on any pamphlets or brochures submitted by the vendor may be used for corroboration and cross checking of the information supplied by him or her in answer to the questionnaire but may not be used unless this information is provided in a signed answer-sheet carrying the seal. An answer like “Please see the marked portion of the pamphlet or brochure attached” may be taken as not answered. The whole transaction will be conducted on the presumption that a serious vendor knows what he or she is selling.

#### **The following essential features will be considered at this stage:**

1. If the tenderer is a manufacturer, attach a proof for the same
2. If the tenderer is not a manufacturer, the offer which is not accompanied with a zeroxed copy of an authorization letter from the manufacturer or some other incontrovertible proof that the vendor is an authorized distributor/dealer of the manufacturer, will be rejected.
3. An offer, which is not accompanied with a certificate of approval of the standard by the competent authority in respect of the product offered, will be rejected.
4. The answers given by the tenderer to the Questionnaire will be taken into account for verification whether the offer made by the tenderer satisfy the specification and other requirements.
5. An offer which does not meet out the detailed specifications will be rejected.

However, the procuring entity will take appropriate decision and reserve the rights to relax or waive or modify at his discretion any of the condition / specification in the interest of the Department so as to ensure that the overall objective of procurement is not defeated.

### **Stage 3: Selection of the suitable tenders:**

The offers that are not rejected during stage 2 above, the technical bids will be further evaluated and finalised based on verification of the sample and the technical details given in the tender document.

#### **Verification /Demonstration of sample**

- Sample produced by the tenderers will be verified / tested by the Committee on the date to be specified by the Department in the presence of representative of the concerned tenderer. Hence, it is the responsibility of the tenderer to keep one sample in readiness, so as to produce the same along with tender on the stipulated date or to depute a responsible person to produce the same on or before the date for verification by the Committee without fail for verification. Only if any changes in the date of production of sample, the same will be intimated through proper mode. Further, production of such a sample will, however, be no indication that the items are going to be procured from the vendor.
- In case, any vendor fails to produce the sample on the date fixed without proper reason, it will be presumed that he is unable to produce the sample and his offer will be rejected. However, the DF&RS or the Committee consider that if the reasons stated by the vendor are reasonable, give more time for production of the sample.
- While evaluation the tender, or after seeing the sample, additional details, if any required may be called for from the tenderers for which a message will be despatched to him through proper mode. Hence, it is the responsibility of the tenderer to furnish the additional particulars as and when called for. Furnishing of such additional details will, however, be no indication that it is going to be accepted. In case, any vendor fails to furnish the details called for within the stipulated time, it will be presumed that he is unable to furnish the details and not interested in his offer and his offer will be rejected.
- While evaluating the technical bids if any one of the tendered equipment does not suit the tender conditions as laid down in technical specifications, the DF&RS reserves the right.:
  - (1) To relax or waive or modify at his discretion any of the condition/specification in respect of the equipment in question in the interest of the Department,
  - (or)
  - (2) To reject all the tenders in respect of the equipment in question without assigning any reasons whatsoever and to suitably modify the numbers to be brought among the selected one of other tendered items to suit our requirement.

#### **Price Bid Opening**

- The Price bid should be furnished in the format given in the tender form in a sealed cover as indicated in the tender for each model separately. While giving the Price Bid, the price details like basic rate (i.e. the rate without taxes and duties) along with separate details of GST, Customs Duty, Freight charges, Insurance for delivery and such other levies that may be applicable must be quoted in the format enclosed.

The applicable GST in % and the relevant HSN Code under which the item is classified have to be mentioned under “other details” column.

- The Vendors whose offers have been found to be suitable for the use of this department based on the above mentioned criteria for evaluation alone will be called for opening of their price bid at a later date and time fixed by the department which will be intimated to the tender after the technical evaluation of the tender is completed.
- The Price Bid will be evaluated as per the criteria laid down in Tamil Nadu Transparency in Tender Rules 2000.

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## Questionnaire to be filled by the Tenderer

**Note:**

- *Kindly give to the point and specific answers on a paper or letter head of your Company and put your signatures and seal at the end. In case you use more than one paper or letterhead, please sign and put seal on each page*
- *Information given on unsigned papers or letterhead will not be taken into account.*
- *The vendor if he wishes, may, apart from the answers to the questionnaire enclose brochures and leaflets. However, the information on any pamphlets or brochures submitted by the vendor may be used for corroboration and cross-checking of the information supplied by him or her in answer to the questionnaire but may not be used unless this information is provided in a signed answer-sheet carrying the seal.*
- *It will be presumed that a vendor who does not answer the questions in this questionnaire is either hiding the information or is not serious about selling his product to the Department.*

I	What are the name, address and the e-mail address of your Company?	
II	(a) Are you a manufacturer? If so attach a proof for the same or (b) Are you an authorized distributed/dealer of the manufacturer? If so attach a proof for the same.	
III	Describe the following technical aspects in respect of your offer for supply of with reference to the Specifications given in the tender document. <b>(Attach separate sheet to furnish the details)</b>	
1	Water mist fire fighting system with reference 3.2.1 to 3.2.2 of the tender specification	
2	Main Extinguishing Gun with reference 3.2.3 of the tender specification	
3	Main Pump with reference 4 of the tender specification	
4	Engine with reference 5 of the tender specification	
5	Foam Induction with reference 5 of the tender specification	
6	Accessories proposed to be provided with reference 6 of the tender specification	
7	Design and Development with reference to 8 of the tender specification	
8	Describe the Safety devices provided with reference to 9 of the tender specification	
9	Describe the Main Water Tank proposed to be provided with reference to 10 of the tender specification	
10	Describe the Gun proposed to be provided with reference to 11 of the tender specification	
11	Describe the hoses proposed to be provided with reference to 12 of the tender specification	
12	Whether any approval of the competent authority is available for the hoses proposed to be provided	

13	Whether marking will be provided as per 13 of the tender specification	
14	Mention about the painting and corrosion protection proposed to be made.	
15	Please mention the approval of the competent authority available for test of acceptance of the above fire fighting system proposed to be provided.	
16	Whether all the documentation pertaining to chassis will be provided in Tamil or English language	
17	Whether detailed drawing of the body along with other construction features proposed to be made has been attached with the tender.	
18	Please mention the place where you have proposed to fit the unit in the chassis proposed to be supplied by this department.	
19	State clearly if any deviations are required from the specifications given in the tender document for any of the item and if so furnish the justification for the same. What are the alternative suggestions offered by you to meet out the requirement given in the tender specification	
20	Describe about the provision made in your quote with reference to inspection, training and commissioning	
21	Warranty period for the unit	
22	Whether willing to continue the service of the vehicle upto a period of 10 years from the date of delivery? If not, for how may period you can continue the service of the vehicle?	
23	Whether any local authorized person or dealer to conduct free check up or to respond in case of any need? Whether the main spare parts will be available in Local/India and how long it will take to supply the spare parts required in case of any need?	
24	Please indicate the name, address, phone, fax and e-mail address of the organization to whom you have supplied the offered items within in India during past five years ? Please furnish the performance certificate from the user organization if any with your bid	
25	Whether User Manual Instructions booklet will be supplied	
26	Whether you are able to produce the sample on the date intimated for verification by the Committee as indicated in the tender document or not?	



**To be attached with Envelope A**

**UNDERTAKING FOR EXECUTION OF CONTRACT**  
**Tender for the Supply of Articles.**  
( To be signed by the tenderer)

To

The Governor of Tamil Nadu,  
represented by  
The Director,  
Office of the Director of Fire & Rescue Services,  
Egmore, Chennai 600 008.

I, \_\_\_\_\_ hereby contract and agree on the acceptance of this Tender to supply to the Government of Tamil Nadu ( hereinafter referred to as “the Government” ) in accordance with the conditions of contract stated below, the articles specified in the schedule below of the quality of sort and at the rate of price therein specified and I hereby forward a sum of Rs. \_\_\_\_\_ ( Rupees ..... only) as Earnest Money Deposit to be returned to me if this tender is not accepted.

If this tender should be accepted, I hereby undertake to execute within the date specified the department, a contract in accordance with the terms and conditions of contract aforesaid together with such further usual conditions as before the execution of the contract may be agreed upon between the successful Tender and the authority concerned in the Department.

Signature of the Tenderer  
with Date and Seal.

**CONDITIONS TO BE INCORPORATED IN THE AGREEMENT TO BE MADE WITH THE SUCCESSFUL TENDERER (Information to the tenderer)**

1. This contract is to last for one year certain from its date. But in the event of any breach of agreement at any time on the part of the contractor, the contract shall be terminated by the Director of Fire and Rescue Services, Chennai on behalf of the Governor of Tamilnadu upon giving fifteen days' notice to the contractor.
2. The articles to be supplied under this contract are to be of the quality or sort above mentioned and in every respect equal and answerable to the patterns or submitted during evaluation and such as the Director or any other duly authorised by him shall approve.
3. The articles are to be delivered free of charge at the contractor's risk in such quantities or number at such times and in such manner as the Director of Fire and Rescue Services, Chennai or anyone duly authorised by him shall from time to time order.
4. Rejected articles shall be removed by and at the expense of the contractor within seven days after notice shall have been given him of the rejection. If not so removed, the Director of Fire & Rescue Services, Chennai may cause the articles to be removed and charge the contractor with all expenses incurred in such removal.
5. In case of failure by the contractor to deliver articles demanded from him within the period limited for delivery or in case of articles delivered by him not being the stipulated quality, sort, weight or measure or in case of articles being delivered without a correct invoice in triplicate, the Director of Fire & Rescue Services, Chennai or anyone duly authorised by him shall have power to reject any such articles and to purchase others instead of any articles so rejected or not delivered unless the contractor shall himself forthwith supply orders that shall be sufficient and satisfactory and any excess cost so incurred by the Government over the contract price together with all charges and expenses attending the purchase shall be recoverable by the Government from the contractor.
6. In case of failure to complete the supplies within the date of delivery specified in terms of the contract placed on the contractor the difference between his offer and the next selected offer shall be recoverable by the Government from the contractor.
7. The contract or any part, share or interest in it is not to be transferred or assigned by the contractor directly or indirectly to any person or persons whomsoever without the written consent of the Director of Fire & Rescue Services, Chennai.
8. The contractor shall make his own arrangements for obtaining import licences in respect of articles tendered for supply under this contract from the authorities concerned and in no case will his applications in this regard be forwarded.
9. With every delivery of articles under the contract, the contractor should send invoices or bills in triplicate, which after verification will be passed for payment.
10. The Government hereby agree that during the term fixed by this contract, and except as herein provided Government shall not purchase from any persons other than the contractor or from any Company or Corporation all or any quantities of the goods or materials agreed to be supplied by the contractor.

11. Nothing herein contained shall prevent the Director of Fire and Rescue Services, Chennai from at any time requiring the contractor to supply and delivery any larger number of any one or more of the said articles than the number of the same mentioned in the said schedule and in any such case and so often as the same shall happen, the contractor shall and will supply and deliver as aforesaid such additional number of all or any of the said articles subject to the several provisions herein contained as shall be required by him and nothing herein contained shall render it obligatory on the Director of Fire and Rescue Services, Chennai to take from the contractor the whole or any of the said articles and the contractor shall supply and deliver under this contract only such of the said articles as shall from time to time be required by or on behalf of the Director of Fire & Rescue Services, Chennai.
12. Any notice to the contractor shall deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business.
13. The contractor shall furnish money security for the due fulfillment of the contract equivalent to **5 percent** of the total value of the supplies contracted for. This security may be in the form of Cash or Demand draft or Bankers' cheque or specified small savings instruments or where the procuring entity deems fit, irrevocable bank guarantee in a prescribed form.
14. Upon the complete fulfillment of this contract by the contractor to the satisfaction of the Government or any officer duly authorized by them, the security furnished by the contractor shall be returned to him, less the amount if any due by the contractor to the Government

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## **OTHER GENERAL TERMS AND CONDITIONS FOR THE TENDER FOR THE SUPPLY OF THE TENDERED ITEMS TO FIRE AND RESCUE SERVICES DEPARTMENT.**

### **Tender Form**

1. The tender schedule is not transferable and only the tenderer to whom it is officially issued by the Fire and Rescue Services Department should use it.
2. The Vendors who have downloaded the Tender documents from the departmental website must intimate the same through the following e-mail addresses : [fire\\_camp@hotmail.com](mailto:fire_camp@hotmail.com), [ddhq.tnfrs@gov.in](mailto:ddhq.tnfrs@gov.in) so that any changes can be intimated. Otherwise, it will be considered that the vendor is doing it at his own risk.
3. Only the original tender document supplied by this Office or the tender documents which have downloaded from the department's website should be used and it should be resubmitted in full shape without detaching any page from it duly signed on each page for having noted the contents of the tender document. Xerox copies of copies typed on paper will not be accepted and the offer will be rejected.
4. Incomplete tender documents will be rejected.
5. When the tender is made by an individual, it shall be signed with his name and address and in case of partnership firm, it shall be signed by one of the Partners empowered to submit tenders on behalf of the partnership as contemplated. If it is made by a Company or Corporation it shall be signed by an officer duly authorised for the purpose. In all cases, the status of the tenderer, whether a Proprietorship, Partnership, Company or Corporation should be furnished in the covering letter with full address of the tenderer's name, names of Partners, Directors etc., The tenderer should also furnish such particulars / evidence as may be required by the competent authority in this Department before execution of the agreement.
6. If any covering letter accompanying the tender document is in the tenderers letter head form, all terms and conditions printed therein should be scored out and duly authenticated. It should be distinctly understood that such printed terms and conditions in the letter head will not have any binding on this Department and those terms and conditions quoted in the tender document only will be considered.
7. No erasures, interpolations or alterations will be allowed except when initialed by the tenderer.
8. The vendor if he wishes, may, apart from the answers to the questionnaire enclose brochures and leaflets.

### **Earnest Money Deposit**

- 9 .(a) Earnest Money Deposit as mentioned in the Top Sheet of the Tender document should be paid along with tender by way of Bankers cheque or DD in favour of the Director of Fire & Rescue Services Department, Chennai should be compulsorily appended with the tender document. Specified small savings instruments or irrevocable bank guarantee will also be accepted. Personal / Company cheques will not be accepted.  
(b) Any tender submitted without EMD and partial payment of EMD will be summarily rejected.

- (c) In case of unsuccessful tenderers, their Earnest Money Deposit will be returned to them in due course soon after the final decision is taken on the tenders by the department. The Earnest Money of unsuccessful tenderers outside Tamil Nadu State will, however, be returned by money order or by DD and the money order commission or DD commission will be deducted from the amount refundable. The Earnest Money Deposit will not bear any interest.

**Prices: Details to be furnished and conditions**

- 10. (a) Rates should be shown distinctly in words as well as figures.
- (b) Prices quoted should include the cost of all accessories essential to make the equipment/  
article fully functional.
- (c) The price bid should be furnished as mentioned in the "Important instructions to the Vendor" given in the tender document.
- (d) If a foreign vendor is willing to participate in the tender directly, he should furnish his offer as mentioned in the "Important instructions to the Vendor" given in the tender document.
- (e) Further, the tenderer shall agree to extend the validity of the tender without altering the substance and prices of their Bid for further periods, if any, required by the purchaser.
- (f) No charges other than those mentioned in the supply order will be paid under any circumstances.

**Demonstration of equipment and Evaluation**

- 11. (a) The evaluation of tenders will be made as per Stage-3 of "Criteria for evaluation of tenders" given in the tender document.
- (b) The tenderer should produce the equipment / materials which he has quoted in the tender  
document for demonstration before the evaluation committee as and when called for. The tender will be rejected if the article is not produced for demonstration and the Earnest Money Deposit is liable to be forfeited in the event of such failure.
- (c) Each sample produced for demonstration must have a label attached to it, showing clearly the name of the tenderer and the country of manufacture.

**Warranty**

- 12 (a) The warranty period shall be as may be stipulated for the article concerned from the date of supply.
- (b) The warranty shall cover defects in materials or bad workmanship under normal use and service for the period of warranty notwithstanding the fact that the material were inspected and approved by inspecting officers.

### **Acceptance of tender**

- 13 (a) The lowest tender will not necessarily be accepted.  
(b) Notification of acceptance of tender by the Department shall be deemed to result in and constitute a valid and considered contract binding on the tenderer. If the tenderer withdraws his / her tender after acceptance by the Department, the EMD shall be forfeited.

### **Release of Purchase Order.**

14. The contractor should examine carefully the purchase order immediately on receipt and bring to the notice of the indenting officer within five days of receipt of purchase order and discrepancy with regard to the quantity ordered, specifications, packing, etc., for prompt rectification. The letter should be sent by registered post Acknowledgement due. Meanwhile, supply of the materials, which are cleared in all respects for despatch and acceptance by the consignees shall be arranged by the date mutually, agreed upon and should not be held up for any reason whatsoever.

### **Security Deposit**

- 15(a) Security Deposit equivalent to **5** percent of the total value of the supplies contracted for will have to be furnished by the successful tenderer. This security may be in the form of Cash or Demand draft or Bankers' cheque or specified small savings instruments or where the procuring entity deems fit, irrevocable bank guarantee in a prescribed form. This is liable to be forfeited either in full or in part for any breach of conditions of contract or default on the part of the contractor.  
(b) If the successful tenderer fails to remit the Security Deposit and execute the agreement within the period specified the Earnest Money Deposit will be forfeited. The security deposit will be refunded only upon satisfactory fulfillment of the contract after completion of supply of the entire materials ordered and expiry of the guarantee period duly adjusting the amount due to the Department if any.  
(c) Security Deposit paid by the successful tenderer will not bear any interest.

### **Agreement**

- 16 (a) The successful tenderer should execute an agreement in non-judicial stamp paper, having a face value of Rs.100/- or any other value intimated in the provisional order within the date specified therein in the Form, which can be seen at the Office of the Director of Fire & Rescue Services, Chennai, for the due fulfillment of the contract. The Stamp duty on the agreement shall be borne by the successful tenderer.  
(b) On their executing the agreement, the Earnest Money will be returned to them. In case firms outside Tamil Nadu State the EMD will be returned by money order or by DD and the money order commission or DD commission will be deducted from the amount refundable  
© As a manufacturer, if the tenderer is from abroad, payment terms for imports shall be based on standard terms of international trade and the payment will be effected through irrecoverable letters of credit drawn on banks as per the rate fixed as per negotiation. Further, since it is an open tender the rate fixed as per negotiation and not exceeding the exchangeable rate of Indian Rupee applicable on the date of opening of technical-cum- commercial bid will be paid.

## Delivery

- 17 (a) The rates accepted will be for delivery at such destinations as indicated in the tender document or in subsequent purchase order.
- (b) The delivery period should be mentioned by the Tenderers in their offers. However, the maximum time limit for supply of the goods will be fixed by the Director while executing the agreement with the successful tenderer. The supplier shall reckon the delivery period from the date of receipt of the purchase order. The date of delivery as per postal acknowledgement due in the case of purchase order sent by post or the date of delivery if delivered in person or through special messenger shall be deemed to be the date of receipt of the purchase order.
- (c) Delivery period is inclusive of pre-delivery inspection. The date of delivery of materials in good condition to the consignees shall be the date of supply. The rate of progress indicated in the purchase order should be maintained. The materials should be delivered to the consignees as per the purchase order placed.

## Acceptance of materials by the consignee:-

18. If on examination of the sample, any portion of the supplied materials / equipment is found to be damaged or substandard or not fully in accordance with the relevant specifications, the whole supply shall be rejected irrespective of the fact that this material was cleared under pre-delivery inspection. The materials / equipment should strictly conform to the specifications given in the tender conditions. In case of doubt whether the materials conform to the specifications or not, the decision of the consignee shall be final. The consignee has right to reject the equipment found not conforming to the specifications and they should be replaced within seven days at the cost of the supplier.

## Penalty: -

- 19 (a) Where their supply is not completed within the delivery schedule, without prejudice to the right of the Department to cancel undelivered portion of the purchase order, extension of time may, if so required by the contractor may be granted at the discretion of this Department. Such extension of time will entail recovery of penalty from the contractor at one percent per week, on the value of the undelivered quantities subject to a maximum of five percent of the value of the undelivered quantity. However, the Director may waive the penalty on valid reasons as per his discretion. .
- (b) The officer authorised by this Department will have the right to cancel the purchase order and to recover from the contractor liquidated damages at **2%** of the value of the undelivered quantity or the extra financial commitment to this Department on the purchase of the balance quantity, whichever is higher besides forfeiting the security deposit.

## Performance guarantee

20. **10 percent of the payment amount will be retained during the warranty period as performance guarantee** and will be paid after successful completion of the warranty depends upon the items if necessary as decided by this Department. Alternatively, if the tenderer gives an irrecoverable Bank Guarantee in lieu of the balance 10 percent, the department reserves the right to accept the same.

**Payment:**

21. On successful completion of supply to the satisfaction of the Fire & Rescue Services Department and on receipt of the invoice bill in triplicate, 100% payment will be settled immediately. .

**Others:**

22. The tenderer should furnish details of orders executed for Government Departments / Departments / autonomous boards etc., and details of orders on hand or pending execution. Certificates in proof of these should also be furnished.

23. The Director of Fire & Rescue Services Department, Chennai, acting on behalf of the Governor of Tamil Nadu or any other authority empowered in this matter shall have the right of rejecting any tender without assigning any reason for doing so.

24. The proposed quantity to be procured in respect of each item is mentioned in the tender document in relevant page. However, the Director of Fire & Rescue Services Department, Chennai or any other authority empowered shall have the right or requiring a successful tenderer to supply a greater number or reduce the number than the number or quantity mentioned in the schedule.

25. Tenders will be liable to rejection for the following reasons apart from any other reasons mentioned anywhere else in this document.

- a. If the country of manufacture and of the origin of material used in manufacture of articles is not noted in the tender.
- b. If the tender is not in the form supplied by this Office or downloaded from the departmental website.
- c. If the offer is not as per the specifications mentioned in this tender document.
- d. If samples of / models of articles quoted are not submitted as and when required for technical evaluation test.
- e. If the tender is not accompanied by the receipt of Earnest Money.
- f. If the tenderer enters any restriction on other conditions in his tender.
- g. If the tenderer enters one rate in figures and another in words and declines to abide by the lower of the two.
- h. If the tenderer alters the period of supply or expunges any clause in the form of tender, and
- i. If the tender is presented without signature.

**Reservation of rights**

26. The authority competent reserves the rights:-

(1) The Tender Inviting Authority may extend the last date and time for receiving tenders after giving adequate notice to all intending tenderers in cases where:-

- (a) the publication of the tender notice has been delayed
- (b) the communication of changes, in the tender documents to the prospective tenderers took time
- (c) any of the tenderers requested clarifications communication of which took time to all the tenderers and
- (d) any other reasonable grounds exist, for such extension which shall be recorded in writing by the Tender Inviting Authority.



(2) If at any stage, a technical flaw is noticed in following the procedures, the procuring entity will take appropriate decisions to ensure that the overall objective of procurement is not defeated.

(3) After negotiation with the tenderer and before passing the order accepting a tender, if the Tender Accepting Authority decides that the price quoted by such tenderer is higher by the percentage as may be prescribed over the schedule of rates or prevailing market rates, the tender shall be rejected.

(4) The Tender Accepting Authority before passing the order accepting a tender, may also reject all the tenders for the reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

(5) The purchaser reserves the right to:-

- (i) vary the quantity finally ordered to the extent of 25% indicated in the Tender document.
- (ii) To split the tender quantity and place orders on one or more than one firm to meet the delivery requirements.
- (iii) Recover losses, if any, sustained by this Department, from the supplier who pleads his inability to supply and backs out of his obligation after award of contract. The EMD and the Security Deposit paid shall be forfeited.
- (iv) To cancel the orders for not keeping up the delivery schedule.
- (v) To award contract to one or more tenderers in respect of each item covered by the tender.
- (vi) To reject any or all the tenders without assigning any reasons therefor.
- (vii) To relax or waive or modify at his discretion any of the condition / specification in the interest of the Department.
- (viii) The decision of the tender accepting authority in this regard shall be final, conclusive and binding on the supplier.

#### **Certificates and Details to be furnished**

27. Sales tax verification certificate or Sales Tax Return filed for the last financial year (2017-18) should be furnished by the Tenderer along with his offer.

28. The following certificates may also be furnished:

- (i) GST Registration Certificate duly self-attested
- (ii) Copy of Registration of the Company registered under Companies Act or under any other Act
- (ii) Copy of ISO Registration if any
- (iii) Valid NSIC Registration Certificate, if registered under NSIC
- (iv) Valid SSI Registration Certificate, if registered under SSI

### **CERTIFICATE BY THE TENDERER**

I / we have gone through the terms and conditions and will abide by them as laid down above and in other sections of this Tender document.

I / We hereby declare that the particulars furnished by us in this offer are true to the best of my / our knowledge and we understand accept that, if at any stage the information furnished are found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may arise due to the above.

**Signature of the Tenderer  
with Date and Seal.**

**FORMAT**

**PRICE BID FOR SUPPLY OF “Mini Water Tender based on Watermist Technology – 350 litres capacity and to be mounted on Kargo King Pick Up 3000 MM WB BS IV Diesel Engine Chassis”**

**( Note: To be furnished in “ ENVELOPE –B” )**

**(Price bid for different makes/models should be furnished for each item in a separate sealed cover. This format may be Xeroxed for furnishing price bid for different make/ models)**

S.No	i) Description of article ii) Make and Model iii)Size iv) Country or origin of the article or components <b>(Note: Rate should be given separately for each item/model )</b>	Basic Price	GST	Other taxes, levies, charges including Customs duty, transportation charges, insurance charges etc. (specify each one separately)	Total including GST and all other taxes and levies and charges	Quantity as per tender	Grand Total for entire quantity including all other taxes, levies and charge and Sales Tax.	Please mention if any discount is offered	Other details (FOR terms, Payment terms, Validity Delivery Schedule, applicable GST in % with HSN Code should be furnished under this column)

**Signature of the tenderer.**