

GOVERNMENT OF TAMILNADU

TAMIL NADU FIRE & RESCUE SERVICES DEPARTMENT

OPEN TENDER 1 / 2022-23

Tender document for Supply of” Fully Built Ultra High Pressure Water Tender”

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.	Short description of the tendered item	Quantity	EMD	Delivery period
1.	<p><b>Purchase of “Fully Built Ultra High Pressure Water Tender” as indicated in the tender specification”</b></p> <p>(The UHP water tender shall have water tank of capacity at least 3500 liters and should be designed and to be mounted by the tenderer on Suitable four wheel drive chassis which shall be procured by the tenderer at their cost to make the unit as custom built)</p>	7	<b>Rs.4,20,000/- (Rupees Four lakhs twenty thousands only)</b>	<b>150 Days</b>

**Other details:**

1.	Address for Communication	Office of the Director, Fire & Rescue Services, 17, Rukmani Lakshmipathi 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 at <b>free of cost</b> from the department’s Website. <b><u>Tender cost to obtain in person:</u></b> Rs.590/- ( inclusive of GST) <b><u>By Registered Post:</u></b> Rs.690/- (inclusive of GST+Postal charges) The department will not be held responsible for any postal delay

**Note:**

The tender documents can be accessed from <http://www.tnfrs.tn.gov.in> and the same can be down loaded at **free of cost** 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 [adddirectoroperation101@gmail.com](mailto:adddirectoroperation101@gmail.com), [tnfrscamp@gmail.com](mailto:tnfrscamp@gmail.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/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>13.07.2022 at 14.00 hours.</b>
5.	Date, Time and Place of Opening of the tender.	<b>13.07.2022 at 14.30 - 15.30 hours</b> 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

Deputy Director (Administration)/  
Full Additional charge  
Tender Inviting Authority  
( signature of 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 should 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 i.e. " Ultra High Pressure Tender" is fully covered for manufacturing by the tenderer himself as per the schedule 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 the 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, Chennai 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, GST, insurance for delivery and such other levies.
4. The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tender Rules 2000 as amended from time to time is applicable for this 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 **Supply of "Fully Built Ultra High Pressure Water Tender"**

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 DF&RS 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 Government Departments/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 a copy of GST Registration Certificate along with a copy of GST Return filed for the financial year 2019-2020, 2020-21 and 2021-22 duly self attested. If the assessment is pending, a certificate to the effect obtained from the concerned Sales Tax authority may be attached.
- (8) Attach a copy of GST Registration Certificate, PAN and I.T. Returns filed for the financial years 2019-20, 2020-21 and 2021-22 along with Profit and Loss Account Statements for the financial years from 2019-20, 2020-21 and 2021-22 duly prepared and signed by their Chartered Accountants. All the documents should be self attested
- (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)/Full additional charge  
Tender Inviting Authority,  
O/o. the Director, Fire and Rescue Services Department,  
17, Rukmani Lakshmipathy Road, Egmore, Chennai-600008,  
Tamil Nadu.

The outer cover shall also be sealed and superscribed as **Tender document for Supply of “Fully Built Ultra High Pressure Water Tender”** as indicated in the tender specification.

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## **SPECIFICATION SUPPLY OF FULLY BUILT ULTRA HIGH PRESSURE WATER TENDER**

### **1. General**

The UHP Water Tender shall be fabricated on suitable 4 wheel drive chassis having GVW of not less than 10 ton which shall be procured by the tenderer at their cost. The chassis will have a min. of 100 BHP & shall be a turbocharged engine.

The appliance shall have a water tank capable of carrying 3500 litres of water and shall be fitted with a plunger type positive displacement pump driven through the PTO.

### **2. Chassis:**

Manufacturer	: Ashok Leyland / TATA / Eicher
GVW	: Not less than 10 tons
Engine horse power	: Not less than 100 BHP
Wheel base	: Not less than 3700 mm
Emission norms	: BS-VI
Steering	: Power steering
Chassis configuration	: 4 x 4

### **3. Pump:**

Plunger type positive displacement pump having synthesized pistons of super-hard ceramic, working to its capacity at not more than 1000 RPM.

High pressure pump shall have the delivery capacity of 150 LPM at 100 bar pressure. The pump shall be mounted on rear side of the vehicle connected to PTO. A by-pass for letting the water back to the suction intake shall be provided to release excess pressure generated due to shutting of the hand lines or while discharging from only one of the two outlets (75 LPM @100 bar) individually. Connecting rod of the pump shall

be made up of special alloy with low attrition coefficient having high wear resistance with high anti seize properties. Double seal on each plunger with low pressure intermediate chamber shall be given to keep the water seals cool & lubricated. The hydraulic structure shall be designed to simplify scheduled maintenance procedures like gasket & valve replacement. Make of the pump shall be UDOR / Fogtec / rosenbauer / firebug / or any other equivalent make in consultation with department.

#### **4. POWER TAKE OFF UNIT**

A gearbox mounted PTO shall be installed for operating the pump. This PTO shall be of a proper gear ratio to drive the pump at required RPM without loss of power& prevent the engine from overheating. The PTO shall be of suitable make as per the recommendations of the transmission chassis manufacturer. Cooling system (if required) shall be provided to maintain operating temperature of the PTO. The PTO shall be of heavy-duty capable of transmitting the full power of the engine to the pump.

A separate lever in the main cabin shall engage PTO. Necessary support for PTO units, propeller shaft couplings, universal joints etc. shall be provided. PTO shall be of VAS Engineering /firefly / Webstar / Hale make or any equivalent make. PTO should get engaged and disengaged by a engaging lever which shall be provided in the driver's cabin. A locking arrangement shall be provided to prevent auto movement of the lever at the time of vehicle movement. The mechanical arrangement shall be through a push pull type of Lever which shall ensure smooth movements for PTO engage and disengage.

## **5. HOSE REELS & GUNS**

Two hoses with 16 MM inner diameter each with 60 mtrs length shall be provided. The hose shall be R2 Type at a rated for a min. of 250+/-2 bar working pressure. The reels shall be constructed of cast aluminum alloy & will have 12/ 24 V DC Electric Rewinding System provided at the rear of the appliance. The reels shall be capable of being wound without undue strain on the operator. At the discharge ends of both the hose reels with the high-pressure fog guns each to be capable of discharging 75 LPM @100 bar in jet or fog patterns [Requirement of total quantity of such fog gun is: 4 No. Two no shall be supplied with vehicle and other two as spare]. Throw distance for Gun shall be of minimum 23 meters jet range & fog of 50 microns water droplets at 45° angle. In addition to attached / mounted hose reels additional two lengths of 30 m of hose reel attached with both side quick release couplings shall be provided during supply. All the hoses shall be inter connectable through quick release coupling (QRC). The fog gun as well as the hose reels shall be CE Certified and be preferably from the same manufacturer. Details of the CE Certificate shall be provided failing to which the bid shall be rejected. Spare quick release coupling: 05 no spare quick release couplings shall be supplied during delivery.

## **6. WATER TANK**

Water tank and baffle plate shall be made of 4 mm thickness SS-304 material plate. A 450 mm dia man hole at the top and a cleaning hole of dia 250 mm at bottom of the tank shall be provided. A male coupling shall be provided near the pump for water replenishment from an outside source. The tank would have a drain valve of 50 mm dia. A 25 mm connection shall be provided at the top of the tank centre, to

enable the water to flow out from the top. All the piping & flanges of the pump & tank shall be of SS. All valves used shall be of SS-304. 2 nos Baffle plates shall be provided to ensure that there is min. hammering due to cornering or braking. The tank side plates shall be die-pressed for added strength & torsion resistance. The tank shall be rigidly mounted on the chassis & shall be provided with lifting eyes for maintenance & repairing. Visual level gauge of glass tube shall be provided at the control panel calibrated 1/4, 1/2, 3/4 and full.

## **7. BODY WORK/ STOWAGE/ CABIN**

For driver and officer, company fitted cabin coming along with chassis shall be retained. The crew cabin shall have bench type seating, fitted with brackets behind the seat for the placement of Breathing Apparatus in an upright position (total 5 seats). The seats shall be of the wear & walk away type so that when the crew disembarks from the vehicle the BA sets shall easily come off the seats with them. All glasses shall be protected by heavy gauge 1 sq. inch wire-mesh stone guard and it shall be detachable.

Flooring of the crew cabin shall be fabricated out of MS angles of 40 x 40 x 4mm thick which shall be properly welded/ bolted to the cross members. The complete external paneling of crew cabin including doors shall be of 16 SWG Aluminium sheet with all the joints riveted and bided except the roof top paneling, which shall be of 2 mm thick aluminium sheet. The domes and the corners shall be as small as possible and shall be of 16 SWG Aluminium sheet with all joints riveted to the super structural members. The roof top plates shall be overlapped by 70 mm and riveted in a double row with solid rivets. The complete flooring of the crew cabin shall be fabricated from 3.15 mm aluminium chequered plates rigidly fixed to the under frame cross members by means of nuts and bolts or riveting. Trap doors for topping

up wherever necessary shall be provided. Water proofing treatment shall be given to crew's cabin to avoid water leakage inside the cabin. All the MS super structural members and under frame cross members shall be painted with three coats of rust preventive paint. All the under frame cross members shall be painted with two coats of chassis black paint. The construction of cab shall be such that the roof shall support the weight of two men without damage. Inspection/ maintenance hatch of removable type shall be provided in the cabin for gaining access to gear box/ PTO.

Each cross member shall be secured to the chassis framed by "U" clamps with aluminium packing block and self locking nut. Ballato packing of 12mm thickness shall be provided in between the chassis and cross members. Drag hooks/eyes shall be fitted on each chassis member at front and rear and one towing hitch shall be provided at the rear portion for towing one ton trailer

The lockers shall be composite construction with sufficient rigidity reinforcement and to be kept as light as light as possible. The entire structure shall be made of 32x32x1.6 mm square tube of MS 16 gauge aluminum sheet shall be used for exterior paneling work all over. For inner wall of the lockers, 16 gauge mild steel sheets shall be used. 2.5 mm thick aluminum checker plate shall be used for locker.

There shall be two lockers on either side of the chassis at the rear of appliance for stowage, in addition to a through & through locker at the rear most side of the appliance. The size of the lockers shall be capable to stow the equipments. The lockers shall be composite construction. Non- stuck aluminium shutter doors shall be provided for all lockers. The Inner walls of the lockers shall be of 16-gauge MS and 3 mm thick aluminum checker plate for flooring. All lockers shall be weather proof and self-draining type. All lockers shall be provided with

internal automatic lighting arrangement with the master switch in the cab.

### **8. Ladder gallows:**

Ladder gallows shall be provided for carrying 7.5 m aluminum extension ladder. The design shall be such that the ladder can be released without difficulty from reasonable access position and shall embody rollers/bearing to permit easy withdrawal by one man. Means shall also be provided for locking the ladders when stored. Two no ladders shall be fixed on the rear side of the body.

### **9. Control panel:**

Adequately illuminated pump control panel shall be provided on the appliance housing the RPM meter & panel light. The panel shall be compact & have the following additional controls & gauges:

1. Pump pressure gauge.
2. RPM Meter.
3. Auxiliary throttle control.
4. Panel light.
5. Plastic tube type level gauge.
6. Pressure regulator.

### **10. Light Mast**

Light Mast: A compact, roof mounted folding type lighting mast fitted with 2 x 100 watts water proof LED lamps shall be fitted rear side of the vehicle. The mast shall be elevated and vertically extended up to 4.5 m pneumatically from the roof top. The mast shall be installed on the roof of the vehicle. The light mast shall operate in temperatures of - 40° C up to 60° C, with anti twist lock, with safety valve and drainage outlet valve. The mast will be equipped with an spiraled electrical cable. The folded and stowed height should not be more than 1800mm. The

flood lights on the top should have a minimum electrical rotation of 360° and a tilt of 310°.

All the functions of the mast, including extension and return to the original position, lights ON/OFF, automatic restore should be capable of being done through a wired remote control. The same remote control must work without wire (wireless mode) through a male/female connector IP68 which keeps the battery under charge, whenever the remote is plugged and there is tension on the power circuit. Every single input given by the user, no matter which, will be confirmed by a visual LED and an additional LED will confirm the battery status. Every single group of 2 lights when switched on will have a corresponding LED alight on the remote control that will go off only when the lights will be switched off. Every single input given by the user on the remote control will make the whole remote keyboard alight for not less than 15 seconds.

## **11. Workmanship and finish**

Workmanship executed shall be of the highest order. All rivets & bolt holes will have a coat of approved paint on both surfaces before riveting or bolting or welding. All steel screws, bolts, nuts, rivets etc. shall be zinc coated or will have rustproof coats by a recognized process. The roof joints shall be subjected to rigid water test at our works in presence of purchaser's representatives. All directions & instructions on all points related to the fabrication shall be executed whenever given by the purchaser's representative for quality & workmanship. All the material used in the fabrication of the body work shall be of good quality or approved make & type. All equipment & material will comply with the requirements of the latest relevant IS specifications. No welding shall be done on the chassis.

## **12. Painting**

The complete super structural members shall be painted with two coats of Red Oxide primer and two coats of chassis Grey paint. The complete external and internal aluminium paneling of lockers etc. shall be painted with two coats of aluminium primer. To provide very high corrosive resistance in metal structures, it shall be treated with anti-corrosive treatment.

The complete exterior of the vehicle shall be painted with two finish coats of RAL-3000 colour shade (flame red) reputed brand paint for long lasting glossiness. The names and logo reflective stickers of the department shall be pasted on both sides of vehicle at suitable places in consultation with the department officers.

## **13. Pump test:**

Pump test when tested in accordance with pump specification, the efficiency shall not deviate from the value specified by the pump manufacturer by more than  $\pm 5$  percent. However in no case the efficiency of the pump shall be less than 60 percent. The pump shall run for a period of 4 h non-stop delivering the rated output. During the test, the water shall not be replenished for the cooling system and the temperature of the engine oil shall not exceed 115°C or of the engine manufacturer rated temperature for continuous working, whichever is less.

The engine shall show no sign of stress during the test. The temperature of the cooling water (radiator water) tank shall not exceed 85°C. The PTO sump oil temperature shall not exceed 100 percent of the manufacturers recommended temperature for the grade of oil used.

## **14. Warning beacon lights:**

1 No of Flickering LED Beacon bar light head of Red, Blue and White colour with Hooter & P. A. System shall be mounted on top of the

driver cabin. The size of the beacon bar light shall not be less than L-1200 x W-300 x H-120 MM. 2no Dual Red-White and 2no Dual Blue-White Scene-Lighting LED blinkers with inbuilt flasher shall be installed on both sides of the body. 2no of blue-red combination flickering lights shall be fitted in the radiator grill. Two big square size (blue-1 No& Red-1 No) flickering light shall be fitted in rear side of the appliance. The blinkers shall have an option of minimum 12 watt spot lighting along with blinking for low light visibility. Blinkers and Beacons shall have minimum 6 no of flash patterns. Blinkers and Beacon shall have Aluminium Base with Polycarbonate Cover. The lights shall be SAE Certified from NABL approved authorities.

#### **15. Accessories:**

The following accessories shall be provided in addition to those normally fitted on modern commercial vehicles:

- a) Fire bells — 250 mm diameter fire bell shall be mounted externally and shall be capable of being operated from within the driving compartment. The bell shall be of the hand operated type.
- b) Head lamps — Two.
- c) Fog lamps — Four ( Not less than 55w).
- d) Reversing light with buzzer— Lamp suitably situated to assist reversing.
- e) Stone guards — Situated on the windshield glass and side window glasses
- f) Wind screen wipers.
- g) Siren — Battery operated. BIS 950: 2012
- h) Search light — Adjustable to give flood or beam light, mounted in a convenient position but capable of being readily disconnected and mounted on a tripod away from the appliance, complete with tripod and

with not less than 30 m of TRS cable on a reel mounted on the appliance.

i) Spot light — Adjustable, mounted in a convenient position on the near side of the driving compartment.

j) Inspection lamp — protected type on wander lead with plug. A socket shall be provided in the control panel in the driver's cab for plugging in the lamp.

k) Tail lamps — Two of combined stop and tail.

l) Rear reflectors.

J) 3M Reflector tapes (Red colour for rear side, Amber colour for both sides and white colour for front side)

## **16. MARKING**

Each appliance shall be clearly and permanently marked with the following information:

- a) Manufacturer's name, or trade-mark, if any;
- b) Serial number of the pump body and year of construction;
- c) Capacity of pump, in l/min;
- d) Capacity of water tank, in litre;
- e) Nominal speed, in rev/min;
- f) Transmission ratio of the pump gear;
- g) Working pressure, in kg/cm<sup>2</sup>;

## **17. Test of Acceptance of Fire Fighting System**

Physical dimensions, performance and weight check of equipment as given under different items above shall form part of test of acceptance. The appliance shall be inspected in different stages before mounting of the complete unit to the chassis and after mounting of the complete unit on to the chassis. Stage inspections will be carried out from the department during each stage of fabrication. All necessary arrangements shall be arranged by the

supplier at the fabrication yard for the proper conduct of such inspections as and when required by the department.

Inspection will be as under:-

- a) Finishing inspection.
- b) Compliance of specification
- c) Water Mist test as per standards
- d) Pump Testing & Hose Reel Gun performance
- e) Complete functions-operations of all systems

The stability of the appliance shall be such that when under fully equipped and loaded condition ( but excluding crew),if the surface on which the appliance stand is tilted to either side, the point at which over-turning occurs is not passed at an angle of 27 degrees from the horizontal. Vehicles shall be tested for articulation (200mm alternate gradients & will not show any signs of stress during this test. Also the clearances in the wheel wells shall be checked for tolerances. Water proofing shower test shall be confirm to IS 11865.

### **18. RTO REGISTRATION**

Final RTO registration of the vehicle shall be arranged by the supplier after the vehicle is delivered at the headquarters. The vendor shall bear all registration related fees and expenses of completed vehicle and submit all relevant documents to department after registration.

### **19. WARRANTY**

The Superstructure, pump, PTO, tank and other construction shall be under warranty for a period of minimum five years from the date of supply of the vehicle against any manufacturing defects. The supplier shall give the guarantee for the supply of spare parts for the super structure, fire pump, PTO etc. for the period of 15 years from the date of supply of vehicle.

## **20. COMMISSIONING AND TRAINING**

The manufacturer's representative shall impart successful commissioning and the training to the fire brigade personnel regarding operation, handling, use and maintenance of the appliance. Operating manual shall be given along with each vehicle in both Tamil and English language.

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## QUALIFICATION CRITERIA

- The orders issued under Rule no.144 (xi) of General Financial Rules (GFRs) 2017 relating to restrictions on procurement from a bidder of a Country which shares a land border with India will be applicable for this tender as per the guidelines issued by the Government of Tamil Nadu vide G.O.Ms.no.343 Finance (Salaries) Department Dated 18.09.2020. The Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for rejection of their tender.
- A performance certificate shall be submitted along with the tender from a fire brigade from India along with copy of orders received.
- The tender should be submitted by the manufacturer or their authorized agent in India.
- Manufacturer shall have minimum 15 years of experience & shall have manufactured & supplied minimum 100 nos. of Fire fighting vehicles.
- The bidders factory shall be licensed under factories act and they shall have a valid fire license for the factory/workshop

## 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.

- ❖ Time is essence and hence delayed delivery of vehicles observed by any of the reputed state fire brigades including this department will lead to disqualification of the tender.

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

- a) **A complete set of drawings, like general arrangement drawing, load distribution diagram, drawings of the tank/s (if any), shutter and drawer details (as applicable), wiring diagram, hydraulic circuit, and power transmission through respective PTO/s shall be submitted along with the bid, failing which the bid will be ignored.**
- b) 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.
- c)
  - (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.
- d)
  - (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.
- e)
  - (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.
- f) 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 xeroxed 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 the following and the technical details given in the tender document.

**Verification /Demonstration of the item offered**

- The tenderer shall give a 3D presentation before the committee of this department about the proposed design layout of the vehicle, its technical features, the factory infrastructure and facilities on a convenient date fixed by the department.
- Based on the 3D presentation a inspection team will inspect the tenderers factory / Workshop premises and the details will be verified by the inspection team. The tender will be evaluated subject to the report of the inspection team. The cost incurred for the same will be borne by the tenderer.

While evaluation the tender, or after inspection of the tenderers work premises, 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.

#### **VERIFICATION OF PROTO TYPE BEFORE RELEASE OF PURCHASE ORDER AND PURCHASE ORDER CONDITION**

- After evaluation of the price bid of the qualified tenderer, the tenderer who emerged as L1 will be directed to construct one Ultra High Pressure Water Tender and to produce the same as a Proto Type of “Custom built Ultra High Pressure Water Tender ” before the Tender Committee of this Department which will be verified with reference to the design and constructions detailed in the technical specifications. Any

modifications/alterations suggested by the Tender Committee will be intimated to the successful tenderer and after carrying out the same, the Proto Type should be again produced by the tenderer before the Tender Committee for final verification and acceptance. If the Proto Type model of the successful tenderer is not accepted by the Tender Committee, their offer is liable to be rejected at their cost and the Department will not be held responsible for the expenditure incurred by the tenderer for their Prototype model. Only after acceptance of the Proto type model, the purchase order will be released.

- On release of Purchase order, the construction and supply of Ultra High Pressure Water Tender for the ordered quantity should be made as per proto type approved on mutual terms and conditions. The supply of the items and mounting on the units has to be completed within the delivery schedule from the date of release of purchase order. Each one of the supply will be verified by the Department with reference to the approved Proto Type Model. The approved Proto type model may be adjusted by the successful tenderer at the time of completion of full supply of the ordered quantity.

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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	Furnish General description of your offer with reference to para 1 of the tender specification.	
2	Describe about the specification details of the unit proposed	

	to be supplied with reference to the tender specification	
3	Describe about the Technical data and features of the chassis proposed to be provided with reference to para 2 of the tender specification	
4	Describe about the Technical data and features of the Main Pump (Plunger Pump) proposed to be provided with reference to para 3 of the tender specification	
5	Describe about the Technical data and features of the Power take off proposed to be provided with reference to para 4 of the tender specification	
6	Describe about the Technical data and features of the Hose reels and Guns proposed to be provided with reference to para 5 of the tender specification	
7	Describe about the Technical data and features of the Main Water Tank proposed to be erected with reference to para 6 of the tender specification	
8	Describe about the Technical features of the Body Work proposed to be made with reference to para 7 of the tender specification	
9	Describe about the Technical features of the Ladder gallows proposed to be made with reference to para 8 of the tender specification	
10	Describe about the control panel proposed to be provided with reference to para 9 of the tender specification	
11	Describe about the Technical features of the Light Mast proposed to be made with reference to para 10 of the tender specification	
12	Describe about your compliance on Workmanship and Finish as suggested in para 11 of the tender specification	
13	Describe about the Painting of the entire unit proposed to be made with reference to para 12 of the tender specification	
14	Describe about the pump Testing as suggested in para 13 of the tender specification	
15	Describe about the warning beacon lights proposed to be provided with reference to para 14 of the tender specification	
16	Describe about the Accessories proposed to be provided with reference to para 15 of the tender specification	
17	Describe about the marking as suggested in para 16 of the tender specification	
18	Describe about your compliance on “Test of Acceptance of Fire Fighting System” as suggested in para 17 of the tender specification	
19	Furnish your compliance of acceptance on “RTO Registration Condition” as suggested in para 18 of the tender specification	
20	Furnish your Warranty clause in compliance to para 19 of	

	the tender specification	
21	Furnish your compliance of acceptance on “Commissioning and Training” as suggested in para 20 of the tender specification	
22	Whether you have attached a detailed drawing of the body along with other construction features proposed to be made in compliance to the tender specifications is attached with the tender.	
23	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	
24	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?	

25	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	
26	Whether User Manual Instructions booklet will be supplied	
27	Whether you are able to produce the sample of Ready built Ultra High Pressure Water Tender Vehicle separately on the date intimated for verification by the Committee as indicated in the tender document or not?	
29	Whether you are agree to produce a Proto Type of the offered model if you are successful tenderer for verification of the Tender Committee before release of the purchase order as detailed in the Criteria for evaluation of tenders given in the tender document	

**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 Tamil Nadu 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 authorized 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 authorized 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 authorized 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 licenses 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 : [adddirectoroperation101@gmail.com](mailto:adddirectoroperation101@gmail.com), [tnfrscamp@gmail.com](mailto:tnfrscamp@gmail.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 authorized 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.
9. Any dispute arising related to this tender will be subject to the jurisdiction of the Madras High Court only.

### **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.
- (c) 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 authorized 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.

(4) 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 (2018-19) and as instructed in the instructions to the tenderers 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

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### **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 “Fully Built Ultra High Pressure Water Tender” as indicated in the tender specification”**

**( 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 per unit	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.**