

**GOVERNMENT OF TAMILNADU
TAMIL NADU FIRE & RESCUE SERVICES DEPARTMENT**

OPEN TENDER : 1 OF 2018

GROUP : I

Inflatable Rubber Boats, Out Board Motors, Life Buoys and Life Jackets

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 specification given in the tender document:-

Sl. no.	Name of the item	Quantity	EMD
1	Mechanized Inflatable Rubber Boats (8 to 10 persons capacity)	50 Nos.	Rs.62,500/-
2	Out Board Motors for Inflatable Rubber Boats 9.9 hp	40 Nos.	Rs.70,000/-
3.	Out Board Motors for Inflatable Rubber Boats 25 hp	10 Nos.	Rs.47,500/-
4.	Lifebuoys	4000 Nos.	Rs.72,000/-
5.	Life Jackets	4000 Nos.	Rs.48,000/-

Other details:

1.	Address for Communication	Office of the Director, Fire & Rescue Services, 17, Rukumani Lakshmi pathi Salai, Egmore, Chennai 600 008. Tamil Nadu.
2.	Supply of Tender Document	<u>For Down Loading :</u> Tender Document shall be down loaded free of cost at the Department's Website. <u>For obtaining in person:</u> Rs. 500/- ...By Cash or Demand Draft in favour of Director, Fire and Rescue Services, TN, Chennai-8 <u>By Registered Post:</u> Rs.600/- (inclusive of GST)
<u>Note:</u> The tender documents can be accessed from http://www.tnfrs.tn.nic.in and the same can be down loaded 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 address asupt.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.

		Note: 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.
4.	Last date and time for submission of the tender	16. 05.2018 at 14.00 hours.
5.	Date, Time and Place of Opening of the tender.	16.05 2018 at 14.30-15.00 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 their 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 supply of Mechanized Inflatable Rubber Boats, Out Board Motors, Life Buoys and Life Jackets"

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.

 - (c) 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.

- (d) 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.
- (e) The tenderers who could not send their tender by post can 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.
- (f) Any relaxation in the mode of submission of tender will be considered only by the DFRS and his discretion will be final.
- (g) The exact quantity and rate will be determined subject to the allotment of funds as per the G.Os at the time of procurement of items.

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
- (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 Sales Tax Return filed for the financial year 2017-18.
- (8) Attach a copy of GST Registration Certificate, PAN and I.T. Returns filed for the financial years from 2014-15 to 2016-2017.
- (9) Undertaking for execution of contract in the event of Purchase Order is placed on the vendor. Undertaking format is given separately in the tender document.
- (10) Attach the tender form duly signed with seal in each page by the authorized person for having noted the contents.

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 (FAC)
Tender Inviting Authority,
O/o. the Director, Fire and Rescue Services Department,
17, Rukmani Lakshmi pathy Road, Egmore, Chennai-600008,
Tamil Nadu.

The outer cover shall also be sealed and superscribed as "Tender offer for supply of Mechanized Inflatable Rubber Boats, Out Board Motors, Life Buoys and Life Jackets"

I. Specifications for Mechanized Inflatable Rubber Boats

- (1) It should be light weight and portable and should have the facility to drive by Out Board Motors. The Out Board Motors will be purchased separately.
- (2) It should be reasonably maintenance free.
- (3) It should be rugged and user friendly.
- (4) Make and Model:- The design should assure adequate buoyancy, stability, rigidity and safety during the most difficult water rescue application.
- (5) Type:- Inflatable.
- (6) Carrying Capacity: 8-10 Persons.
- (7) Dimension: Length – 4 to 5m, Breadth – 1.5 to 2m.
- (8) Colour: Florescent Orange with illuminated straps and luminous words “TNFRS” marked prominently on all sides with Tamil Nadu Logo and luminous word SDMA on one side to be marked as per the requirement of the Department.
- (9) Buoyancy tube materials shall confirm to the requirements of ‘SOLAS’ convention and under Merchant shipping act 1958 and rules made there under Test Certificate if any shall be produced.
- (10) Type, date of test, manufacturer name and batch number shall be marked in.
- (11) Approved drawing to be submitted alongwith the tender. Further, Test approval certificate from the IRS for one boat for every batch of 10 boats for the randomly selected boat by this Department should be produced at the time of supply.
- (12) Accessories: -
 - i) Floor Board,
 - ii) Foot pump (Double action)
 - iii) Oars 4 Nos.
 - iv) Repair Kit 1 Set
 - v) User Manual
 - vi) Towing point – 2 (Towing bow rings)
 - vii) Inflatable keel
 - viii) Lift slings
 - ix) Pressure relief valve
 - x) Grab handle
 - xi) Carry Bags.

II. Out Board Motors for Inflatable Rubber Boats

Specifications and other requirements:

- (1) For the usage of the boat for rescue purposes in shallow waters from the areas inundated with flood, the tenderer should furnish their offer for supply of
 - (a) Out Board Motor- 9.9 h.p- 2 stroke engine running on petrol
 - (b) Out Board Motor – 30 hp – 2 Stroke
 - (c) engine running on petrol
 - (d) Both, manufactured by reputed firm with service facility locally available.

- 2) The make and model of the “Out Board Motor” offered by the tenderer should be clearly indicated in the technical bids along with pamphlets for the same.

- 3) The sample OBM offered by the tenderer will be fitted on a boat identified by the Department at the time of verification of the performance of the sample by the Committee.

- 4) The charges for fitting the OBM on the inflatable rubber boats identified by this Department if any should be quoted separately which will be taken into account for determining the lowest price.

Note:

The Department reserves the right to purchase the same either from the tenderer or from the manufacturer/supplier of the “Out Board Motor” separately to safeguard the financial interest of the Government.

III. SPECIFICATIONS FOR LIFEBOUYS

- 1) Purpose: To use in rescue operation connected with water
- 2) Material : The Life buoy is made up of high visibility, impact resistant nylon orange LDPE material filled with high density soft polyurethane foam which give high floatability. It is provided with four equipment grab line attached at points.
- 3) Dimension: Circular in shape with elliptical cross section.
- 4) Colour : Orange
- 5) Life-buoys shall be tested for strength and buoyancy.
- 6) The type, date of test, manufacturer's batch number shall be marked on all life buoys indelible colour.
- 7) Test Approval Certificate by I.R.S / B.I.S.
- 8) Reflectors in the form of strips with TNFRS shall be provided for use in night.
- 9) Instruction manual shall be provided.
- 11) Test Approval Certificate by I.R.S.
- 12) The items and materials shall confirm to the requirements of "SOLAS" convention / LSA code as amended.

IV.SPECIFICATIONS FOR LIFE JACKETS

- 1) Purpose: To be used for providing a means of safety for the wearers while performing rescue work connected with water.
- 2) Material: The Life Jacket is made up of high visibility nylon orange cloth filled with high density soft polyethylene foam, which gives high floatability.
- 3) Colour: Orange
- 4) Design: It shall be provided with a collar or other suitable means for supporting the head of floating unconscious wearer above water. The buoyancy shall be obtained essentially by the use of the buoyant materials, number of floating pads, 4 nos. at front and 2 nos. at back with neck support. Jacket is provided with suitable plastic quick lock buckle and Velcro for tightening.
- 5) Donning: It shall be capable of being donned and secured with 30 seconds by a wearer. After having been familiarized with the method of donning. The jacket shall fit securely the body of wearer. It shall afford reasonable comfort and to allow freedom of movement to the wearer both in and out of water.
- 6) The Jacket shall be legibly marked with following information.
 - a) Trade Mark of manufacturer
 - b) Size and date of manufacturer
 - c) 'Front' and 'Back' words in appropriate position where a possibility of confusion exists.
- 7) Prominent Luminous words "TNFRS/SDMA" as per the requirement of the department shall be provided.
- 8) Test Approval Certificate by I.R.S / B.I.S.
- 9) Instruction manual shall be supplied along with the Jacket.
- 10) The items and materials shall confirm to the requirements of "SOLAS" invention / LSA code as amended.

Criteria for Evaluation of Tenders

- ❖ This is a two-bid tender consisting of :
 - (i) Technical bid with EMD 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 authorisation 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 “Envelop – 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 one model is offered.
- ❖ If at any stage, a technical flaw is noticed in following the procedure, 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.
- ❖ The evaluation of the tender offers will be done in three stages. The rules laid down in Tamil Nadu Transparency of Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 and other related rules will be scrupulously followed.

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 the firm 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 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 not.

(e) While supplying information in response to the questionnaire answers such as "will be supplied later" or "will be informed later" will not be accepted. Such answers will lead to the conclusion that the vendor is either not an authorised 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):

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 authorised 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.

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.

General information:

Sl.no	Details required
1	The name, address and the e-mail address of the Company?
2	Are you an authorized distributor/dealer of the Manufacturer of the products offered? In case you are yourself manufacturer, you may mention so.
3	Have you ever been banned by any organizations, if so give furnish the details

Details required on the products quoted:

Describe the technical aspects in respect of each one of the items offered by you in your tender for the following items with reference to the detailed specifications given in the tender document under the following headings (Please furnish the particulars in a separate sheet or letter head duly signed by the tenderer)	
Item No.1- Mechanized Inflatable Rubber Boats	
1	Make and Model offered:
2	Weight
3	Whether your offer is maintenance free, rugged and user friendly? Describe the same
4	Whether it is inflatable
5	What is the carrying capacity

6	What are the dimension of the boat offered
7	Colour
8	Whether all items and materials confirm to the requirements of "SOLAS" convention and under Merchant shipping Act 1958
9	Whether test certificate is attached
10	Whether all the accessories as mentioned in the specifications will be given? If not the reasons for the same may be furnished
11	Please mention warranty details, free maintenance and whether training can be offered by you for your product
12	Whether you have any local authorised 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?
13	Please indicate the name, address, phone, fax and email address of the organisation to whom you have supplied the offered items within India during the past five years? Please furnish the performance certificate from the user organization if any with your bid. (attach separate sheet if necessary)
14	Whether you will produce sample for verification by the Committee as indicated in the tender document or not.
Item No.2 - Out Board Motors for Inflatable Rubber Boats	
1	Make and model of the motor offered
2	Please mention the H.P. and Engine stroke of the motor
3	Whether it has the starting capacity by petrol with running capacity by petrol.
4	Please mention warranty details, free maintenance available for boat and motor and whether training can be offered by you for your product
5	Whether you have any local authorised 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?
6	Please indicate the name, address, phone, fax and email address of the organisation to whom you have supplied the offered items within India during the past five years? Please furnish the performance certificate from the user organization if any with your bid. (attach separate sheet if necessary)
7	Whether you will produce sample for verification by the Committee as and when called for.

Item No.3 - Life Buoys	
1	Describe the materials used
2	Whether it is in circular in shape with elliptical cross section.
3	Colour
4	Whether it is tested for strength and buoyancy
5	Whether it has ISI marking?
6	Whether reflectors in the form of strips have been provided for the use in night?
7	Whether the item offered is confirmed to IS 5326 - 1969 and requirements under the merchant shipping Act 1958 and rules made there under
8	Whether instructions manual will be provided
9	Please mention warranty details and free maintenance
10	Whether you have any local authorised person or dealer to conduct free check up or to respond in case of any need?
Item No.4 - Life Jackets	
1	Describe the materials used
2	Colour of the item offered
3	Describe Design of your offer to meet the requirements given in the tender document
4	Describe Donning of your offer to meet the requirements given in the tender document
5	Whether Self- illuminated light has been provided for use in night
6	Whether all the provisions confirmed to IS to 6685 – 1972
7	Whether it is ISI marked
8	Whether instructions manual will be provided
9	Whether instructions manual will be provided
10	Please mention warranty details and free maintenance
11	Whether you have any local authorised person or dealer to conduct free check up or to respond in case of any need?

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,
O/o the Director of Fire & Rescue Services,
No.17 Rukmani Lakshmi pathy Road,
Egmore,
Chennai 600 008.

I, hereby contract and agree on the acceptance of this Tender to supply to the Government of Tamil Nadu (herein after 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

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 authorised 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

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 email address : ddhq.tnfrs@gov.in asupt.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 or 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, name of the 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 erasers, interpolations, or alterations will be allowed except when initialled 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 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 as indicated in the Top sheet of the tender document. Specified small savings instruments or irrevocable bank guarantee will also be accepted. Personal / Company cheques will not be accepted.

(a) Any Tender submitted without EMD will be summarily rejected.

- (b) If exemption from EMD is sought, proof of exemption from payment of EMD from competent authority duly indicating the eligibility for the item mentioned in the tender document along with an undertaking in lieu of EMD should be produced along with sealed tenders.
- (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 "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 on the date fixed for production. The tender will be rejected if the article is not produced for demonstration and 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 the same can be adjusted as against furnishing of performance guarantee after supply.

(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

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. (a) If on examination of the items supplied, 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.
- (b) The item/items supplied by the successful bidder shall clearly indicate in the form of a permanent label or in some other indelible form such details as batch no. Serial No. Year of manufacture, name of the manufacturer etc to authenticate that the given item has been actually manufactured by the said manufacturer.

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. After successful completion of the items, 10 percent of the payment amount will be retained during the warranty period as performance guarantee. 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. If the warranty period exceeds 2 years, the minimum period for which performance guarantee to be given and the alternative method to ensure the warranty period exceeding 2 years will be decided during the negotiation with the successful tenderer.

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. 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.

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
- (iii) Copy of ISO Registration if any
- (iv) Valid NSIC Registration Certificate, if registered under NSIC
- (v) 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.**

Separate price should be furnished for each item:

PRICE BID FORMAT FOR SUPPLY OF “ GROUP-I- Item No.1 – Mechanized Inflatable Rubber Boats ” (Note: To be furnished in “ ENVELOPE –B”)									
This format may be Xeroxed for furnishing price bid for different make/ models.									
S.No	i) Description of article ii) Make and Model iii)capacity iv) Country or origin of the article or components (Note: Separate price bid should be given for each make/model if more than one make/model of any of the item)	Basic price in Rupees. (In case if the tenderer is from abroad, the prices shall be quoted either in U.S.Dollars, Pounds, Euro or any other freely convertible currency)	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 GST and all other levies and charges	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 with seal

**PRICE BID FORMAT FOR SUPPLY OF “ GROUP-I- Item No.2 – (a) Out Board Motors for Inflatable Rubber Boats (9.9 hp)
(b) Out Board Motors for Inflatable Rubber Boats (25 hp)”
(Note: To be furnished in “ ENVELOPE –B”)**

This format may be Xeroxed for furnishing price bid for different make/ models.

S.No	i) Description of article ii) Make and Model iii)capacity iv) Country or origin of the article or components (Note: Separate price bid should be given for each make/model if more than one make/model of any of the item)	Basic price in Rupees (In case if the tenderer is from abroad, the prices shall be quoted either in U.S.Dollars, Pounds, Euro or any other freely convertible currency)	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 GST and all other levies and charges	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 with seal

PRICE BID FORMAT FOR SUPPLY OF “ GROUP-I- Item No.3 – Life Buoys ”
(Note: To be furnished in “ ENVELOPE –B”)

This format may be Xeroxed for furnishing price bid for different make/ models.

S.No	i) Description of article ii) Make and Model iii) capacity iv) Country or origin of the article or components (Note: Separate price bid should be given for each make/model if more than one make/model of any of the item)	Basic price in Rupees (In case if the tenderer is from abroad, the prices shall be quoted either in U.S.Dollars, Pounds, Euro or any other freely convertible currency)	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 GST and all other levies and charges	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 with seal

**PRICE BID FORMAT FOR SUPPLY OF “ GROUP-I- Item No.4 – Life Jackets ”
(Note: To be furnished in “ ENVELOPE –B”)**

This format may be Xeroxed for furnishing price bid for different make/ models.

S.No	i) Description of article ii) Make and Model iii) capacity iv) Country or origin of the article or components (Note: Separate price bid should be given for each make/model if more than one make/model of any of the item)	Basic price in Rupees (In case if the tenderer is from abroad, the prices shall be quoted either in U.S.Dollars, Pounds, Euro or any other freely convertible currency)	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 GST and all other levies and charges	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 with seal

