

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

GROUP : I

Purchase of Self Contained Breathing Apparatus Sets (SCBA)

TOP SHEET

Global/Open Tenders are invited from the manufacturer in India or at abroad or their authorized distributor/dealer in India for supply of the following item as per the specification given in the tender document:-

Sl.no.	Name of the item	Quantity	EMD
1.	Self-Contained Breathing Apparatus Sets	1980	19,80,000/-

Other details:

1.	Address for Communication	Office of the Director, Fire & Rescue Services, 17, Rukumani Lakshimipathi Salai, Egmore, Chennai 600 008. Tamil Nadu.
2.	Supply of Tender Document	<u>For Down Loading :</u> Tender Document shall be down loaded free of cost at the Department's Website. <u>Tender cost to obtain in person:</u> Rs.590/- (inclusive of GST) <u>By Registered Post:</u> Rs.690/- (inclusive of GST+Postal charges)
Note: 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 addresses 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.
4.	Last date and time for submission of the tender	25.01 .2019 at 14.00 hours.
5.	Date, Time and Place of Opening of the tender.	25.01. 2019 at 14.30 - 15.30 hours at the address mentioned above

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

Signature of the Tenderer/s with Date
and Seal

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

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

IMPORTANT INSTRUCTIONS TO THE VENDORS

- 1 (a). The vendor shall be the manufacturer of the item/items offered or an authorized distributor/dealer of the manufacturer.

(b) In case he / she is an authorized distributor/ dealer, he / she shall produce along with the tender-offer a certificate of specific authorization from the original equipment manufacturer.
2. (a) EMD to be furnished in the form of Demand Draft or Bank Guarantee from any Nationalized Bank in the name of "Director, Fire and Rescue Services, Tamil Nadu". In respect of Foreign Vendor, the EMD may be furnished through their agent in India in Indian Rupee value of 19,80,000/- by way of Demand Draft or Specified small savings instruments or irrevocable bank guarantee .

(b) Please note that exemption from payment of EMD under SSI and NSIC certificates is allowed only if the particular model of the products quoted are covered for manufacturing by the tenderer himself as per the schedules approved by the SSI/NSIC in **the** 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 the 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 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 along with proof for OEM if the bid is submitted directly by OEM or the authorization letter from the manufacturer if the bid is submitted by the authorized distributor/dealer along with proof for payment of 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 "**Self Contained Breathing Apparatus Sets**"

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) The tenderers who is interested to submit their tender in person to this Office may put the tender in the Tender Box kept for this purpose at the above mentioned address before the date and time fixed. The slit of the tender box shall be 28 cm x 3 cm and therefore, the cover should be brought of suitable size to move inside the slit.
- (e) Delivery of tender in person on hand to any staff of this Department will not be accepted on any account.
- (f) The tender submitted after the last date and time will not be accepted under any circumstances.
- (g) Any relaxation in the mode of submission of tender will be considered only by the DFRS and his discretion will be final.

Method of submitting price bids:

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

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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 **by the tenderer** but furnishing offer as authorized distributor/dealer of the OEM.
- (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) Certificate from OEM establishing that the Manufacturer shall have minimum of 10 Years of experience and shall have manufactured and supplied minimum of 500 nos. of B.A. Sets all over India in the last 5 Years.
- (5) Attach Self attested Purchase Order Copies along with Proof for supply of atleast 500 nos of similar items during the last 5 years to various Government Departments or Organizations to full fill the eligibility criteria fixed in the specification part of this tender document
- (6) Attach Questionnaire form given in the tender form duly filled and signed
- (7) Attach the "Undertaking for Execution of Contract" in the form prescribed in the tender document.
- (8) Furnish GST Return filed for the financial year 2017-18 and also for the quarter ending 30.6.2018
- (9) Attach a copy of GST Registration Certificate, PAN and I.T. Returns filed for the financial years from 2015-16 to 2017-2018 along with Profit and Loss Account Statements for the financial years from 2015-16 to 2017-18 duly attested by their Chartered Accountants.

(As against the requirement of documents mentioned under sl.no.(7) and (8) above, Foreign Vendor who is directly participating may furnish the equivalent documents if any as per the Policy of their Country duly self attested)
- (10) Attach the tender form duly signed with seal in each page by the authorized person for having noted the contents of the tender document.

Envelope B: PRICE BID

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

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

OUTER COVER

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

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

The outer cover shall also be sealed and superscribed as **"Tender 2 of 2018 – Group I Tender offer for supply of "Self Contained Breathing Apparatus Sets"**

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Specification of SCBA sets

1. Description:

The breathing apparatus set should be self contained , compressed air breathing apparatus of open circuit with automatic positive pressure confirming and certified, EN 137 – 2006 (Type-2) with PPE directive 89/686/EEC standard from EN notified body for use by fire fighters .

2. General condition

The apparatus shall be sufficiently robust to with stand rough usage that a fire fighting situation might demand, all the materials used in the construction shall have adequate mechanical strength and shall be fire resistant and water resistant. The material used in the manufacturer of the devices should be resistance to corrosion and deterioration (Meet the requirement of EN 137 : 2006 Type2).Total weight of entire set with filled Cylinder should not exceed 13kgs.

3.The SCBA Shall consist of all the main parts and necessary accessories, including

- a) Full face mask assembly
- b) Air regulation and supply assembly with analogue with electronic monitoring and warning device
- c) Back plate assembly with harness
- d) Cylinder with straps

Clarification: The analogue mentioned in 3 (b) above indicates that analogue pressure gauge should work independently of the Digital Alarm Cum Signaling Unit even in case of failure of Digital Unit.

4 **Face Mask**

- i) Facemask should conform to EN136 Class 3, Certificate should be attached along with the offer.
- ii) Should be manufactured out of anti-irritation/silicon/ Hycar /NR-NBR / EPDM material.
- iii) The face piece shall utilize with suitable sealing edges and sealing rings.
- iv) Should have a polycarbonate lens with visor holding frame.
- v) Should have a 5-strap harness.
- vi) Should have a spring loaded exhalation valve.
- vii) Should provide excellent communication due to voice transmission through speech diaphragm

- viii) Should have an easy & quick fitting Plug-in connection to Demand Valve.
- ix) Should have an inner mask to minimize CO₂ build-up
- x) The Trade Mark, Manufacturer Identification, Serial No. and Date shall be marked in face mask

5. Lung Demand Valve

- i) The demand valve should have compact design, low profile, automatic positive pressure operable with first breath, quick fitting coupling when fixed with supply to wearer on demand to perform various nature of hard / strenuous job during fire fighting.
- ii) Should be capable of delivering up to 500 LPM of air.
- iii) It should be connected to pressure reducer hose with plug-in type quick release coupling so that it can be easily attached / detached from the medium pressure hose.
- iv) It should have a bye-pass valve to provide extra air in case wearer demands and should be totally independent from demand valve functioning.

6. Warning Device

- i) Warning Whistle should be positioned on the shoulder in front of the user & close to the ear of the user.
- ii) It should be high-pressure activated & medium pressure driven to prevent Freezing in cold places
- iii) The warning sound should stop only in the air in the cylinder is completely used up
- iv) It must be operated at residual cylinder pressure of 55 +/- 5bar.

7. Back Plate Assembly

- i) Ergonomically and ribbed design made of composite material / light weight carbon fiber & should give maximum safety to the wearer in all the difficult situations such as, rough working conditions during fire fighting operations, cold, hot, wet / humid and cramped atmosphere.
- ii) Should be chemical, heat & flame resistant, lightweight, water resistant, anti-static & should have molded carrying handles.

- iii) Should have rubber boot at bottom end to absorb impact.
- iv) The shoulder and waist padding must be constructed from a high abrasion resistant, high puncture resistant, light weight, water resistant compression. The shoulder and waist padding shall be chemical resistant and fire retardant to comply with EN137 type 2.

8. Cylinder Strap

- i) Should be made of heat resistant material & should be capable of accommodating different diameters of cylinders.
- ii) Should have a proper lock mechanism.

9. Harness

- i) Should be made from strong, heat resistant material.
- ii) Should not be riveted or welded on back plate but should pass through the back plate.

10. Pressure Reducer

- i) Should be small, sturdy & tamper proof.
- ii) Should be capable of delivering up to 1000 lpm of air.

11. Cylinder Valve

- i) Should be provided with ratchet-arrangement to prevent accidental closing as per the requirement of EN137 & also integrated with Excess Flow Valve to regulate flow in case of breakage of valve
- ii) The axis of cylinder valve should be parallel to cylinder axis.
- iii) Should be provided with Cylinder blank to protect cylinder valve threads
- iv) The cylinder valve should be PESO approved.

12. Cylinder

- i) The cylinder shall be made of light weight composite material and should be as per EN 12245 & CE marked. Cylinder weight should not be more than 6kg. Design life of the cylinder should be minimum 15 years & it should be approved by PESO.
- ii) Should have a diameter of 140 – 160 mm, water capacity of 6.8ltr, & filling pressure of 300 bar.

- iii) Should be hydro tested at 450 bar. The cylinder shall be approved by PESO/CCOE, Nagpur. The cylinder shall be supplied with PESO approved valve.
- iv) The SCBA, when the cylinder is full, should have a minimum period of use of 45 minutes, including the period of warning.
- v) Party to confirm that it will provide N.O.C from PESO Nagpur at the time of supply.

13. PRESSURE GAUGE WITH ELECTRONIC SIGNALLING AND WARNING DEVICE

- i) Water proof integrated unit should be equipped with an Analogue with pressure gauge with robust protective cover along with a fully electronic type signalling and warning unit.
- ii) It should be mounted in a case made of stainless steel / rugged material having corrosion resistance and protected by rubber cover. Gauge dial should be photo luminescent and shatter proof polycarbonate glass.
- iii) The integrated control unit shall be mounted on the shoulder of the wearer in a way that it is readable to the wearer conveniently. It should have back light arrangement in the pressure gauge to clearly see the pressure even in smoky environment.
- iv) Warning whistle set to operate at 55 bar (± 5 bar) cylinder pressure with visual LEDs and audible warning.

14. Motion Alert Alarm

- i) The motion sensor should give alarm if the user is motion less,
- ii) The unit should be integrated with electronic signaling and warning devices.

15. Workmanship and finish

- i) It is essential that the standard of workmanship and finish of all parts is such that replacement parts can be supplied and that they will fit correctly and without difficulty.
- ii) The design of the set shall be such that there is no protruding parts or sharp edges likely to be caught on projections in narrow passages.
- iii) Exposed metal parts would have a finish which can be kept up without the use of metal polish or any other special preparation.

16. Training

The supplier shall provide training to selected staff/ Officer for operation and maintenance of BA set.

17. Instruction book

- i) An instruction book both in English and Tamil **should** be supplied along with each set, for the guidance of the user including both operating and normal maintenance procedure.
- ii) The book must include an itemized and illustrated spare parts list, giving reference numbers, supplier and service centres details to all parts.
- iii) Donning and Doffing procedure with pictures will be provided in Tamil and English language in one sheet.

18. Spares

Supplier shall ensure to provide the fast moving spares at short notice for at least ten years. Price list of such spares shall provide along with commercial bid.

19. Services :

- i) The supplier should provide the AMC Service will take care of all the problems that might arise in the particular gadget for five years with free of cost. Apart from this there is also usually a regular schedule of maintenance from the AMC service provider.
- ii) Supplier shall ensure availability of Service facilities at least five different cities in Tamil Nadu.
- iii) Hydraulic test facilities as approved the Chief Controller of Explosives, Nagpur shall be available in Tamil Nadu / supplier held responsible for hydraulic test facilities.

20. Guarantee:

- i) The manufacturer shall give the guarantee of minimum 24 calendar months from the date of supply of goods against any manufacturing defects.
- ii) The manufacturer shall also give guarantee for the supply of spares and service for minimum period of 15 years from the date of supply of goods.

21. Approvals / Certification:

- i) The complete set should be EN 137 Part 2 Approved (as per PPEs directive 89/686/EEC) Bidder to submit detailed approval copy along with the offer.
- ii) Components of quoted SCBA set i.e back plate, face mask, demand valve, electronic signalling & warning device etc., should be clearly mentioned with model / part no. in EN 137 part 2 approval certificate.
- iii) The face mask should be EN 136 class 3 approved.
- iv) The electronic signalling & warning device should be ATEX approved & approval copy should be submitted along with the offer.
- v) The cylinder should be EN 12245 approved and should have approval from PESO Nagpur.
- vi) The cylinder valve with integrated excess flow restrictor should be PESO approved.
- vii) The complete set with cylinder should have manufacturing date of 2018 onward
- viii) The bidder must submit manufacturer compliance certificate as per Article 11B of PPEs directive (89/686/EEC) along with the offer.

22. Experience Criteria:

Certificate from OEM establishing that the Manufacturers shall have minimum of 10 Years of experience and shall have manufactured and supplied minimum of 500 nos. of B.A. Sets all over India in the last 5 Years.

Criteria for Evaluation of Tenders

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

Stage I: Rejection of tender offer found technically defective:

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

(ii) In case of partial amount of EMD, the tender will be rejected straightaway and the offer will not be considered. In cases where exemption is sought, a plea for producing the exemption documents later will not be accepted.

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

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

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

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

The following essential features will be considered at this stage:

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

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

Stage 3: Selection of the suitable tenders:

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

Verification /Demonstration of sample

- Sample produced by the tenderers will be verified / tested by the Committee on the date to be specified by the Department in the presence of representative of the concerned tenderer. Hence, it is the responsibility of the tenderer to keep one sample in readiness, so as to produce the same along with tender on the stipulated date or to depute a responsible person to produce the same on or before the date for verification by the Committee without fail. **The date for production of sample 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.
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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. Price bid for comparison to determine L1 is inclusive of all levies, taxes and all other charges such as Freight charges, clearing charges, insurance charges, etc. In view of the above, 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.

- **BID CURRENCIES :**

Since it is a Global/Open Tender, Price shall be quoted in the following currencies:

- (a) If the bidder for supply of 1980 nos. of Self Contained Breathing Apparatus is within India, the prices shall be quoted in Indian Rupees: and
- (b) (i) If the bidder for supply of 1980 nos. of Self Contained Breathing Apparatus is outside of India i.e. directly from the OEM abroad, the prices shall be quoted either U.S. Dollars or in the freely convertible currency.

(ii) Further, if the bidder from abroad is expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in its bid. In such a case, either (i) the bid shall be expressed in different currencies and the respective amounts in each currency together making up the total price, or (ii) the total bid price shall be expressed in one currency and payments required in other currencies expressed as a percentage of the bid price along with the exchange rate used in such calculation.

- Conversion to Single Currency for evaluation:-

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which bid price is payable; to the Indian Rupees at the selling exchange rate established by the Reserve Bank of India or State Bank of India, on the date of technical bid opening mentioned in the tender notice, irrespective of the date of opening of price bid of the qualified tenderers. On price bid evaluation of the qualified tenderer, if the bidder from abroad emerge as L1, the price bid value arrived in Indian Currency will be fixed as unaltered. If there is any increase in the exchange rate due to fluctuation, the payment in foreign currency to the supplier will be made duly restricting the foreign currency not exceeding the total purchase value fixed for evaluation at the time of opening of technical bid. **If there is any decrease due to fluctuation in the exchange rate of INR with foreign currency offered in the price bid due to fluctuation, the payment will be made in foreign currency or in Indian Rupee Value in such a way whichever is**

advantageous to Government and not exceeding the purchase value fixed in Indian Currency while evaluating the price bid. The bidders from abroad have to give an undertaking to accept the above condition.

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

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Questionnaire to be filled by the tenderer

Note:

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

Please furnish the particulars in a separate sheet or letter head duly signed by the tenderer :

(1) General information:

Sl.no	Details required	To be filled in by the Tenderer without fail
1	The name, address and the e-mail address of your Company?	
2	(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.	
3	Have you ever been banned by any organizations, if so give furnish the details	
4	Describe the technical aspects in respect of your offer with reference to the detailed specifications given in the tender document for each item under the following headings	

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 and attach the same with Cover I (Technical Bid)**)

(1) Make and model of the offers :

(2) Approval/Certification if any given by an authorized agency is available? and if so produce a copy of the same. :

(3) Describe about the special features of the unit **and compliance** with reference to **each and every part of** the specifications given in the tender document in the following format:-

Sl.no. of the Specifications	Describe the specification given in the tender document	Furnish special features and compliance report of your offered item	Mention Deviation if any and the reasons for the same
1.Description			
2. General condition			
3. Main Parts and accessories			
4. Face Mask (i) to (x)			
5. Lung Demand Valve (i) to (iv)			
6.Warning Device (i) to (iv)			
7.Back Plate Assembly (i) to (iv)			
8.Cylinder Strap (i) to (ii)			
9. Harness (i) to (ii)			
10. Pressure reducer (i) to (ii)			
11. Cylinder Valve (i) to (iv)			
12. Cylinder (i) to (v)			
13. Pressure Gauge with Electronic Signaling and Warning Device (i) to (iv)			
14. Motion Alert Alarm (i) to (ii)			
15.Workmanship and finish (i) to (iii)			
16. Training			
17.Instruction book (i) to (iii)			
18. Spares			
19. Services (i) to (iii)			
20. Guarantee (i) to (ii)			
21.Approvals and Certificates (i) to (viii)			

(4)	Describe about any other accessories are proposed to be supplied for the effective functioning of the SCBA sets offered by you or any other special features of your offered SCBA sets other than the specifications given in the tender document
(5)	Please mention warranty details, free maintenance and whether training can be offered by you for your product
(6)	Whether you have 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?
(7)	Please indicate the name, address, phone, fax and email address of the organization to whom you have supplied the offered items within India during the last five years? Please furnish the performance certificate from the user organization if any with your bid.
(8)	Whether you will produce sample for verification by the Committee as indicated in the tender document or not.
(9)	Indicate the delivery period required

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.19,80,000/- (Rupees Nineteen lakhs eighty thousands only)** as Earnest Money Deposit to be returned to me if this tender is not accepted.

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

Signature of the Tenderer
with Date and Seal.

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

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

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

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

Tender Form

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

Earnest Money Deposit

9. (a) Earnest Money Deposit of Rs.19,80,000/- as mentioned in the Top Sheet of the Tender document should be paid along with tender by way of Demand Draft 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. In respect of Foreign Vendor, the EMD may be furnished on behalf of them

by their agent nominated in India in Indian Rupee value of 19,80,000/- by way of Demand Draft or Specified small savings instruments or irrevocable bank guarantee

- (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 Price bid opening criteria under Criteria for Evaluation of Tenders and an undertaking to be furnished as indicated therein.
- (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 OEM 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 if the successful tenderer is within India or by Air Mail /email if the successful bidder is from abroad. 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.

(d) In the case of Foreign Bidder, the Security Deposit may be furnished through their nominated Indian Agent on the above said mode.

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 authorised by this Department will have the right to cancel the purchase order and to recover from the contractor liquidated damages at **2%** of the value of the undelivered quantity or the extra financial commitment to this Department on the purchase of the balance quantity, whichever is higher besides forfeiting the security deposit.

Performance guarantee

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

In the case of Foreign Bidder, the Performance Guarantee may be furnished through their nominated Indian Agent on the above said mode.

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.

In the case of Foreign bidder, the payment will be effected through Irrevocable Letter of Credit subject to the condition given under the criteria of Price bid evaluation.

Others:

22. The tenderer should furnish details of orders executed for Government Departments / Departments / autonomous boards etc., and details of orders on hand or pending execution. Certificates in proof of these should also be furnished.
23. The Director of Fire & Rescue Services Department, Chennai, acting on behalf of the Governor of Tamil Nadu or any other authority empowered in this matter shall have the right of rejecting any tender without assigning any reason for doing so.
24. The proposed quantity to be procured in respect of each item is mentioned in the tender document in relevant page. However, the Director of Fire & Rescue Services Department, Chennai or any other authority empowered shall have the right or requiring a successful tenderer to supply a greater number or reduce the number than the number or quantity mentioned in the schedule.
25. Tenders will be liable to rejection for the following reasons apart from any other reasons mentioned anywhere else in this document.
- a. If the country of manufacture and of the origin of material used in manufacture of articles is not noted in the tender.
 - b. If the tender is not in the form supplied by this Office or downloaded from the departmental website.
 - c. If the offer is not as per the specifications mentioned in this tender document.
 - d. If samples of / models of articles quoted are not submitted as and when required for technical evaluation test.
 - e. If the tender is not accompanied by the receipt of Earnest Money.
 - f. If the tenderer enters any restriction on other conditions in his tender.
 - g. If the tenderer enters one rate in figures and another in words and declines to abide by the lower of the two.

- h. If the tenderer alters the period of supply or expunges any clause in the form of tender, and
- i. If the tender is presented without signature.

Reservation of rights

26. The authority competent reserves the rights:-

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

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

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

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

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

(5) The purchaser reserves the right to:-

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

Certificates and Details to be furnished

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

28. The following certificates may also be furnished:

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

CERTIFICATE BY THE TENDERER

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

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

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

FORMAT

PRICE BID FOR SUPPLY OF “Self Contained Breathing Apparatus Sets” – Group – I Tender 2 of 2018

(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 (Note: Rate should be given separately for each item/model)	Basic Price per unit in INR value or in Foreign Currency	Custom duty and Other levies, charges like transportation, insurance charges, and any other charges excluding GST (specify each one separately either in INR value or in Foreign Currency)	GST	Total including Custom Duty other taxes and levies and other charges and GST per unit	Quantity as per tender	Grand Total for entire quantity including all other taxes, levies and charge and GST.	Please mention if any discount is offered on basic price	Other details (FOR terms, Payment terms, Validity Delivery Schedule, applicable GST in % with HSN Code should be furnished under this column)
						1980			

Signature of the Tenderer

